

JetPatient — Founding Partner Term Sheet

Designed for DPC networks, care-delivery groups, and innovative self-funded plan sponsors taking the first-mover risk

Purpose. Founding Partners take asymmetric reputational risk by being first. This term sheet documents the asymmetric upside that comes with that position: pricing lock, exclusivity, governance, marketing rights, equity. Limited to the first **five (5)** partner organizations per channel (DPC, TPA, self-funded employer, broker). Once filled, Founding Partner status is permanently closed to that channel.

1. Eligibility

Channels open	Direct Primary Care networks (5 slots); Third-Party Administrators (5 slots); Self-Funded Plan Sponsors (5 slots)
Minimum scale	1,000+ covered lives (or member roster for DPC). Lower thresholds considered case-by-case for unique opportunities
Strategic fit	JetPatient reserves the right to assess strategic fit on a case-by-case basis. Founding Partner status is permanent
Application	Founding Partner application: founding-partner@jetpatient.com . JetPatient responds within 5 business days

2. Pricing — locked for partnership life

Item	Founding Partner	Standard
Implementation fee	\$0	\$0 (pilot) / \$25,000 (Year 1 post-pilot)
PEPM during pilot	\$0	\$0
PEPM Year 1+	\$0 — locked	\$0 or \$2.50 bundle
Per-case fee Year 1	12% of savings · cap \$3,000	18% · cap \$4,500
Per-case fee Year 2+	10% of savings · cap \$2,500 — locked	15% · cap \$4,000
Pricing-lock duration	Partnership life — no annual increase, no per-volume renegotiation	Annual renegotiation
Malpractice endorsement	Year 1 carrier endorsement premium covered by JetPatient	Year 1 carrier endorsement premium covered by partner (up to \$25K)

3. Geographic exclusivity

Founding Partners receive a defined geographic exclusivity window during which JetPatient will not onboard another partner of the same channel in the same designated market area.

DPC channel	12-month exclusivity in the partner's primary DMA (e.g., Rio Grande Valley, Dallas-Fort Worth, Austin)
TPA channel	6-month exclusivity in the partner's designated client-state portfolio.
Employer channel	Not applicable (employers don't compete with each other in a JetPatient sense).
Broker channel	12-month exclusivity for designated employer-client portfolio (named-clients list at signing).
Renewal	Exclusivity renews automatically at the anniversary if partner has grown routed-case volume by 25% or more

4. Marketing & co-branding rights

Founding Partner badge	Right to use 'JetPatient Founding Partner' badge on partner marketing, member materials, and corporate communications.
Joint press release	Coordinated launch press release with JetPatient at partnership announcement. Partner approval required.
Case study cooperation	Partner participates in 1 named case study per year (jointly authored, partner-approved). JetPatient approval required.
Conference co-presentation	Right to co-present with JetPatient at up to 2 industry conferences per year (NABIP, DPC Summit, etc.).
Member-facing co-branding	Partner brand presence on member-facing JetPatient materials served to partner-routed members.

5. Governance & advisory

Advisory Board seat	Founding Partners receive a designated seat on the JetPatient Partner Advisory Board (meets quarterly).
Roadmap input	Quarterly product roadmap session with JetPatient Product and Engineering leadership. Founding Partner input required.
Direct executive line	Named executive sponsor at JetPatient (VP or above) for every Founding Partner. Direct line, no subordination.

6. Equity warrant (optional)

Founding Partners that bring meaningful covered-life volume in Year 1 are eligible for an equity warrant in JetPatient, Inc. Warrant terms are case-specific and subject to standard vesting + cooperation provisions. The warrant is offered as alignment, not as compensation for referrals.

Threshold	5,000+ covered lives onboarded in Year 1, OR 25+ routed cases in Year 1.
Warrant size	0.10% – 0.50% of fully-diluted common, scaled by Year-1 contribution. Cap of 1.50% across all Founding Partners.
Vest	4-year monthly vest from grant date, with 1-year cliff. Continued-partnership condition.
Exercise price	Most recent 409A valuation as of warrant grant.
Approval	Subject to JetPatient board approval. Discussed only after partner is in Founding-Partner conversation.

7. Reputational defense package

Crisis comms firm	Retained crisis-communications firm (named under NDA) activated within 60 min of Sev-1 notification.
Joint statement	JetPatient and partner co-author every external statement. Neither party publishes unilaterally about the partnership.
Media training	Partner spokesperson access to JetPatient's media-training resources at no cost in Year 1; refreshers as needed.
Member-family liaison	Bilingual member-family liaison engaged on first call, included for the duration of the event.

8. Exit

Either party	Either party may terminate with 90 days' written notice.
Member continuity	Any member already on a JetPatient care pathway at termination completes their care plan at JetPatient.
Equity warrant	Vested portion retained per standard vesting; unvested portion forfeit.
Pricing lock	Pricing lock terminates on termination; standard pricing applies to any post-termination wind-down or new pricing.

Founding Partner badge Use right terminates 30 days after written termination notice; partner may reference 'former JetPatient'

9. Standard pilot still applies

Founding Partner status is layered on top of the standard JetPatient pilot. All standard pilot success thresholds and the no-savings-no-bill clause remain in effect. Founding-Partner pricing and benefits activate on pilot conversion. See the standard Pilot Term Sheet at [jetpatient-pilot.html](https://jetpatient.com/jetpatient-pilot.html).

10. Signatures & next steps

This term sheet is non-binding and intended to facilitate Founding Partner conversations. A definitive Founding Partner Agreement is executed alongside the standard MSA + BAA. To begin: email founding-partner@jetpatient.com with partner name, channel, covered-life / member-roster count, primary DMA, and a brief strategic-rationale paragraph. A JetPatient executive responds within 5 business days with a tailored term-sheet preview.