

THIS MEDICAL SERVICES AGREEMENT [the “**SERVICE AGREEMENT**” or “**SA**”] SHALL CONTROL THE DUTIES, OBLIGATIONS AND RIGHTS OWED TO AND BY RELYMD MEDICAL SERVICES, LLC (“RMG”), BY AND TO YOU (AS THE “CUSTOMER”). YOU ACKNOWLEDGE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED WITHIN THIS **SA**: (i) BY EXECUTING A **SALES ORDER FORM** THAT REFERENCES THIS **SA**; or, (ii) BY USING, REQUESTING, FACILITATING AND/OR ACCEPTING ANY SERVICE FROM RMG. IF YOU ARE ENTERING INTO THIS **SA** ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (ALSO A “CUSTOMER”), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS CONTAINED WITHIN THIS **SA**, IN WHICH CASE THE TERMS “YOU” OR “YOUR” CONTAINED HEREIN SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, or IF YOU DO NOT AGREE WITH THE RIGHTS AND DUTIES OF THE PARTIES AS SPECIFIED WITHIN THIS **SA**, YOU MUST NOT, AND MAY NOT, USE THE **SERVICES, RELYMD NETWORK OR RELYMD PLATFORM**.

WHEREAS, RMG is a member of the “*RelyMD Network*” which utilizes licensed medical providers (the “Providers”) to render general medicine consultations through an electronic medium, which shall be referred to as “*Telemedicine Services*,” as this phrase defined by *The Health Resources and Services Administration* (“HRSA”) of the U.S. Department of Health and Human Services; and,

WHEREAS, as a member of the RelyMD Network, RMG utilizes the “*RelyMD Platform*,” owned and operated by RelyMD, LLC, as the electronic medium through which the Telemedicine Services are provided; and,

WHEREAS, the Customer desires to procure the Telemedicine Services for the Customer’s benefit and for the benefit of certain third parties (the “Patients”), and to enable the Patients to receive Telemedicine Services via the RelyMD Platform; and,

WHEREAS, RMG desires to provide the Telemedicine Services to Patients, access to the RelyMD Network and/or a limited license to the RelyMD Platform, all of which are as set forth upon a *Sales Order Form* which is incorporated herein by this reference; and,

NOW WHEREFORE, both Parties acknowledge and agree that the terms and conditions under which Telemedicine Services will be procured by the Customer, and the terms and conditions under which the Telemedicine Services will be rendered by RMG, shall be contained within this Service Agreement, or within those other documents which may be reference herein.

1. The Customer agrees to pay RMG the agreed-upon fees (the “Fees”) that are listed on the Sales Order Form for the Telemedicine Services as listed below.
2. The Telemedicine Services that will be provided by RMG for the Fees are those that may generally be delivered in a family medical practice environment. For the purposes of this Services Agreement, the phrase Telemedicine Services shall mean the provision of medically appropriate

Patient care and treatment provided by an appropriately-licensed medical professional directed at preventing, diagnosing, treating, or correcting a medical problem utilizing the RelyMD Platform. The Telemedicine Services may include, but are not necessarily limited to, the following:

- a. Acute and wellness health examinations that do not otherwise necessitate the Patient needing to be seen in an urgent care, emergency room or hospital setting.
 - b. Telephone and video consults, as determined by Provider in the Provider's sole discretion, and in accordance with technology resources that are available to both the Patient and the Provider at the time the Telemedicine Consult is rendered.
 - c. Referral to primary care providers or specialty care providers based upon the diagnosis of the Patient's condition as determined by the Provider.
 - d. Prescribing of appropriate prescription and over-the-counter medications, as indicated by the diagnosis of the Patient's condition as determined by the Provider.
3. The Telemedicine Services shall *not* include the following:
- a. In-person consultation or examination of the Patient.
 - b. Specialty or sub-specialty medical services that fall outside of the scope of the general practice of internal medicine.
 - c. Prescribing (whether as an original prescription or a refill) any chronic management drugs, DEA controlled substances, mood altering drugs, pain drugs, lifestyle drugs or those that have the potential for abuse.
4. Non-medical services covered under this Service Agreement include the following:
- a. RMG will make every effort to make a Provider available at all times via the RelyMD Platform, however, if the Patient is undergoing a medical emergency the Customer (or a facilitating agent acting on behalf of the Customer) shall take the appropriate emergency measures such as calling 911 or any other emergency service that is available to the Customer and Patient.
 - b. All providers shall be appropriately-licensed and credentialed.
 - c. Medical notes and Patient chart information shall be made available to the Customer and Patient without any additional charge to the Customer beyond the Fees.
5. This Service Agreement is not a substitute for health insurance or any other type of third-party insurance that may insure over the cost of medical services that may typically be sought by or for the benefit of the Patient, including, but not limited to, any requirements set forth under the Affordable Care Act ("ACA"). The Customer acknowledges that both RMG and the Provider(s) may participate on various insurance and third-party payor plans, including Medicare and Medicaid, however, the Parties agree that: (i) the Customer shall be responsible for the Fees in total, without any offset for any amounts that RMG or the Provider may be entitled to bill or collect from various insurance and third-party plans available to cover Telemedicine Services rendered to a Patient; and, (ii) as long as the Customer pays the Fees in total, both RMG and the Provider(s) shall refrain from attempting to bill or collect from various insurance and third-party plans available to cover Telemedicine Services rendered to a Patient. The aforementioned notwithstanding, if any state or federal statute requires

that RMG first attempt to collect from any insurance or third-party payor plan(s) prior to billing the Fees to the Customer, and RMG does actually collect therefrom, the Customer agrees to pay RMG the difference between the Fees and the amount that RMG actually collects from any insurance or third-party plan (the "Remaining Fee"), plus a twenty-five percent (25%) billing fee (the "Billing Fee") assessed against the insurance or third-party payor amount collected by RMG. If the amount that RMG bills and collects from any insurance plan or third-party payor is in excess of the Fee due from the Customer, RMG may retain all amounts thereunder received, without any refund due to Customer, in which event the Billing Fee shall not be assessed and billed to the Customer.

6. The Customer acknowledges that all services, medical or otherwise, performed by outside providers to whom a Patient may be referred, are payable directly to those outside providers without any reduction in the Fees due to RMG for the Telemedicine Services.

7. The Customer acknowledges that in order for RMG to render the Telemedicine Services the Patient must consent to the Informed Consent made available to the Patient within the RelyMD Platform. In the absence of a Patient's Informed Consent, RMG shall have no duty to render any service to that Patient.

8. The Customer acknowledges that the Provider's medical opinion and prescribed course of treatment shall not be interfered with by either RMG or the Customer, and as such, that the Provider shall have the unfettered ability to practice the profession for which the Provider is licensed, as long as the Provider is acting in accordance with the applicable state practice act governing the Provider's professional licensure.

9. The Customer acknowledges that RMG has the right to amend this Service Agreement by notifying Customer in writing of the proposed amendment(s), which will become effective no earlier than sixty (60) days (the "Amendment Date") following RMG's issuance of notice of said proposed amendment(s). Customer will be deemed to have agreed to the amendment(s) of which the RMG has issued notice, unless Customer notifies RMG in writing that Customer does not agree to such amendment(s), in which event this Service Agreement shall be terminated effective as of the Amendment Date.

END OF *MEDICAL SERVICES AGREEMENT*