

VSDH ONE PLATFORM TELEMEDICINE SERVICES AGREEMENT

THIS TELEMEDICINE SERVICES AGREEMENT (this “Agreement”) made as of _____ (“Effective Date”) is by and between _____, with offices located at _____ (“Subscriber”), and Healthcare Prosoft NE Professional Corporation, a New Jersey professional service corporation with offices located at 7251 Lake Mead Boulevard, Suite 300, Las Vegas, NV 89128 (“Practice”).

RECITALS

WHEREAS, Practice is a network of medical practices that are engaged in the practice of telemedicine throughout the United States;

WHEREAS, Subscriber is a health and wellness provider that arranges for services to be provided to patients of Subscriber through the VSDH One platform (“VSDH One Platform”);

WHEREAS, the VSDH One Platform provides patients with secure access to appropriately licensed and qualified medical providers on an as-needed basis for virtual telemedicine visits (“Telemedicine Services”); and

WHEREAS, Practice and its licensed and qualified medical providers (“Providers”) are willing to utilize the VSDH One Platform to provide Telemedicine Services as requested by Subscriber and consistent with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and other valuable consideration contained herein, the receipt and adequacy of which are hereby acknowledged, Practice and Subscriber agree as follows:

1. Services.

(a) Coverage Services. In response to Subscriber’s and/or Subscriber’s patients’ request through the VSDH One Platform and subject to availability, Practice will cause one or more Providers to be available on an on-call basis to provide virtual medical care and treatment via telemedicine on a non-exclusive basis between the hours of ____ am and ____ pm, seven (7) days per week, fifty-two (52) weeks per year. Providers will provide Telemedicine Services to patients in a courteous and prompt fashion, be available and accessible to Subscribers, provide patients with full and meaningful information, and render Telemedicine Services in a manner that assures continuity of care.

(b) Qualifications. Practice shall require that each Provider furnishing Telemedicine Services be and remain currently licensed and qualified to practice his or her profession in all states in which Provider provides Telemedicine Services. Each Provider shall be responsible for maintaining his or her licensure in good standing, if applicable.

(c) Insurance. Practice will maintain, or shall cause the Providers to maintain, a valid policy of insurance covering negligent acts or omissions of each Provider in the performance of Telemedicine Services with minimum coverage limits of One Million Dollars (\$1,000,000) per occurrence or claim and Three Million Dollars (\$3,000,000) in the annual aggregate.

(d) Providers as Independent Contractors. Each Provider is an independent contractor of Practice. Practice shall be responsible for compensating Providers directly. As independent contractors, neither Practice nor Subscriber will withhold or pay employment taxes for Providers or furnish worker's compensation, unemployment insurance, retirement benefits or health and accident insurance. Practice makes no guarantee regarding any Provider and specifically disclaims the same.

(e) Non-Exclusivity. The Parties acknowledge and agree that: (i) Subscriber is under no obligation to utilize the Telemedicine Services under this Agreement on an exclusive basis; and (ii) Practice may provide the same or similar services to other Subscribers and facilities at any time.

(f) Subcontractors. The Parties acknowledge and agree that Practice may perform the Telemedicine Services directly, or they may be provided by Practice's designee, or they may be contracted or subcontracted by Practice, in its discretion, to a third party; provided that in the event of any subcontracting or delegation of responsibility by Practice pursuant to this Section, Practice shall remain responsible for all obligations and responsibilities applicable to Practice under this Agreement, including those performed through subcontractors.

(g) Subscriber Obligations. In order to facilitate Practice's provision of Telemedicine Services, Subscriber has or will, and has or will cause all Subscriber personnel to, utilize the VSDH One Platform at its sole cost and expense. Subscriber will ensure that it and all Subscriber personnel comply with all requirements of any license or contractual arrangement governing its enrollment, use, or access to the VSDH One Platform. Practice's obligations under this Agreement shall be contingent upon Subscriber's receipt of and maintenance of approval to utilize the VSDH One Platform. For the avoidance of doubt, Practice has no responsibility to provide Telemedicine Services with respect to any services provided to patients by Subscriber or its personnel which are not entirely arranged for, recorded, and facilitated through the VSDH One Platform.

2. Fees. In consideration for maintaining and providing Subscriber and its patients with continued access to the Practice's Providers, Practice shall charge patients fees for Telemedicine Services in the amounts set forth on Exhibit A (collectively, the "Fees"). For the avoidance of doubt, the Parties agree that the Fees shall not be, directly or indirectly, contingent upon any specific result including, without limitation, the provision of a diagnosis or prescription for treatment.

3. Medical Records. The medical records of each patient ("Medical Records") are and shall remain the property of Practice. Practice will maintain the Medical Records in accordance

with established health care standards and shall comply with all applicable federal, state and local laws and regulations pertaining to the confidentiality of the Medical Records.

4. Term and Termination.

(a) Term. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, after which time it shall automatically renew for subsequent terms of one (1) year each, unless earlier terminated in accordance with this Section.

(b) Termination Without Cause. Either party may terminate this Agreement upon at least thirty (30) calendar days' written notice to the other party.

(c) Termination for Breach. This Agreement may be terminated by either party immediately in the event of a breach by the other party of any representation, warranty or covenant set forth in this Agreement.

(d) Immediate Termination. The provision of the Telemedicine Services will automatically terminate upon the disenrollment, termination, cancelation, or revocation of any license or contractual arrangement governing either party's enrollment, use, or access to the VSDH One Platform.

5. Confidential Information. Subscriber understands and acknowledges that, in connection with having services rendered by Practice through the VSDH One Platform, it has and will necessarily become informed of, and have access to, confidential information of Practice, including, without limitation, its processes, trade secrets, technical information, know-how, plans, specifications, identity of customers, and that such information, even though it may be developed or otherwise acquired by Subscriber, is the exclusive property of Practice. Accordingly, Subscriber agrees that it will not, at any time, either during or subsequent to its engagement under this Agreement, access, use, copy, reveal, report, publish, transfer, or otherwise disclose to any person, corporation, or other entity any of Practice's confidential information including, without limitation, the contents of this Agreement. This Section shall survive any termination or expiration of this Agreement.

6. Indemnification. Subscriber shall indemnify, defend and hold Practice, its agents, employees, and contractors (including, without limitation, the Providers) harmless from all liabilities, costs and expenses (including, without limitation, attorneys' fees) that Practice or any Provider may suffer, sustain or become subject to as a result of any actions or omissions of Subscriber or Subscriber's patients, any misrepresentation or breach of warranty, covenant or agreement of Subscriber contained herein, or Subscriber's failure to comply with applicable law.

7. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by overnight delivery service such as FedEx, or mailed by registered or certified mail return receipt requested with first class postage prepaid to the addresses set forth above. A notice sent as provided herein shall be deemed to have been received on the day given if personally delivered or, if mailed, on the fifth (5th) business day following the date on which such notice was mailed.

8. Limitation of Warranties, Liabilities & Risks.

(a) LIMITATION OF WARRANTIES. PRACTICE MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. PRACTICE DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

(b) LIMITATION ON LIABILITY. BOTH PARTIES' AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION OR CLAIM - E.G. CONTRACT, WARRANTY, TORT, AND/OR OTHERWISE) WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL OF THE FEES RECEIVED BY PRACTICE UNDER THIS AGREEMENT FOR THE PRIOR TWELVE (12) MONTHS. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and supersedes any prior agreements, promises, negotiations or representations, whether written or oral, related to the subject matter of the Agreement that are not expressly set forth herein.

(b) Amendments. No amendment or alteration or modification of this Agreement shall be effective unless set forth in writing executed by each party.

(c) No Waiver. Neither the failure by an aggrieved party to this Agreement to insist upon strict performance of any term or condition of this Agreement or to exercise any remedy as a consequence upon a breach thereof, nor the acceptance of full or partial performance during the continuance of any breach by the other party, shall constitute a waiver of any such breach or of such term or condition.

(d) Survival. The rights and obligations of the parties in this Agreement, which, by their express terms or nature and context are intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

(e) Assignment. This Agreement may not be assigned by Subscriber without Practice's prior written consent, and any such assignment shall be void.

(f) Independent Contractors. It is expressly acknowledged that the parties are "independent contractors," and nothing in this Agreement is intended and nothing will be construed to create an employer/employee, partnership or joint venture relationship between the parties. Each party understands and agrees that: (i) the other will not be treated as an employee

for Federal tax purposes; (ii) neither will withhold on behalf of the other any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body or make available any of the benefits afforded to its employees; (iii) all of such payments, withholdings, and benefits, if any, are the sole responsibility of the party incurring the liability; and (iv) each will indemnify and hold the other harmless from any and all loss or liability arising with respect to such payments, withholdings and benefits, if any. Except as provided in this Agreement or as expressly authorized in writing in advance, neither party has the authority to enter into agreements or make any commitments on behalf of the other party.

(g) Severability. In the event that any term or provision of this Agreement shall to any extent be held by a court of proper jurisdiction to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be affected thereby, and the remaining terms and provisions hereof shall remain in full force and effect. The invalid or unenforceable provisions shall, to the extent permitted by law, be deemed and given such interpretation as to achieve as nearly as possible the intent of this Agreement.

(h) Governing Law. This Agreement shall be governed by and construed under the laws of the Ohio. Venue shall be any court of competent jurisdiction located in Cuyahoga County, Ohio. In the event of any dispute over, relating or referring to this Agreement, including but not limited to collections actions, breach of contract actions, declaratory judgment actions or equitable injunction actions, the prevailing party will be entitled to collect from the other party its reasonable legal costs, expert fees, and attorneys' fees.

(i) Change in Law. Each party shall notify the other party of any change to applicable law which materially alters its obligations under this Agreement. The parties agree to negotiate in good faith mutually acceptable and appropriate amendment(s) to this Agreement to facilitate compliance with the applicable law; provided, however, that if the parties are unable to agree on mutually acceptable amendment(s) within ninety (90) days of the notice of noncompliance or change to applicable law, either party may terminate this Agreement upon written notice.

(j) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. For all purposes of this Agreement, facsimile, emailed and PDF signatures shall be deemed originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date first stated above.

**HEALTHCARE PROSOFT NE
PROFESSIONAL CORPORATION**

SUBSCRIBER

By: _____
Name: Joseph M. Palumbo, D.O.
Title: Medical Director

By: _____
Name: _____
Title: _____