



1. Entity Information

Company Name (Legal Name)	DBA/Doing Business As (if applicable)		
Street Name (P.O. Box not acceptable)	City	State	ZIP
Billing Address (If different than above)	City	State	ZIP
Company Contact Person - Title	Phone Number	Fax Number	
E-Mail Address	Federal Tax ID Number / SSN	Date Business Established (Mo/Yr)	
Employer Classification <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other _____ Industry Description: _____			
Industry Description Additional Information:			

2. Plans (select a plan)

TeleHealth Monthly Fixed Fee /Co-Pay Plan ¹ : <input type="checkbox"/>	Billing Cycle: <input type="checkbox"/> Monthly	Terms: <input type="checkbox"/> One Year
Per Family Per Monthly Fee: \$4.00	<input type="checkbox"/> Annual	<input type="checkbox"/> Two Years
Total Families: _____		<input type="checkbox"/> Three Years
TeleHealth Annual Membership Fee / Co-Pay Plan ² : <input type="checkbox"/>	EAP Prime <input type="checkbox"/>	
Per Member Annual Membership Fee: \$48.00	Per Member Per Monthly Fee: \$4.95	
Total Memebers: _____	Total Members: _____	
VMED / Co-Pay \$45.00: <input type="checkbox"/>	Health Savings Benefit Plan / MD Fee \$45.00:	
Per Member Per Monthly Fee: \$1.95	Per Member Per Monthly Fee: \$5.95	
Total Members: _____	Total Members: _____	

¹ The maximum number of eligible participants for each family unit is 4 people. Additional family participants will constitute additional family unit(s)
² Co-Pay per visit is \$45.00

3. Effective Date / Term of Agreement

Effective Date of Coverage: _____
** Rates guaranteed for term indicated above from effective date of coverage

4. Members

Initial Number of Members Billable for Coverage: _____

Notification Process for Changes to Covered Members:

Client shall send an Eligibility file of new members to the Company by the 5th business day of the month directly preceding the month in which they will be activated in a form as specified by Company. The Company shall change the billable amount on the next scheduled invoice to reflect the additional number of Client's Covered Members. PLEASE NOTE: Client will pay the Annual Membership Fee for all Members enrolled by paying 1/12 of the fee each month starting upon the billing preceding the month in which the Member becomes enrolled or active.

Client shall submit payment for the amount specified on the invoice. Altered invoices and payments shall not be applied to Client's account.

Exhibit A

Description of Services to be provided:

- Online TeleHealth (provided through Website)
- 24/7 Nurse Hot line

DMPO:

- Rx Prescription Discount Card (Pharmacy discounts are not insurance and not intended as a substitute for insurance)¹
- Humana Dental Discount Program²
- Coast to Coast Vision Discount Program³

(collectively, the "Basic Service")

¹Void where prohibited. This is not insurance. The program administrator may obtain fees from pharmacies based on purchases in order to support this program.

² Dental benefit is not available to Illinois residents. The plan provides discounts at certain health care providers for dental services. The range of discounts will vary depending on the dental provider selected and the type of dental services received.

The plan does not make payments directly to the providers of dental services. The Plan Member is obligated to pay for all dental services, but will receive a discount from those healthcare providers who have contracted with the Plan.

³ Vision benefit is not available to Vermont residents

Each Member will be provided access to all resources listed above. Services per issue: (the "Members' Services")

THIS IS NOT INSURANCE

- **Payment Terms: Net 10 Days - Billed one month in advance**
- Client shall pay the amount ("fee") stated above. This fee is based on the documented number of Covered mEMBERS stated above.
-

Signature X _____ **Date** _____

ACT Signature Acceptance _____ **Date** _____

Exhibit B

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

- 1.1 "Member" refers to a member of any business entity that contracts with "Client" to provide the Services listed on Exhibit A to such business entity's members and is eligible to receive the Services pursuant to this Agreement, including "Client's" members if applicable.
- 1.2 AcuteCareTriage.com, a California Corporation with offices at 27134-A Paseo Espada, Suite 324, San Juan Capistrano, CA 92675, hereafter referred to as "The Company"
- 1.3 "Member" is used to refer to a Member of Client, or such members covered dependent.
- 1.4 "User" is used to refer to any Member who accesses or uses any services provided on the Website.
- 1.5 "PMPY" refers to the "per member per year" service fee charged by the Company to "Client" for access to the Services by Members (as set forth on Exhibit A hereto) as Per Member Annual Membership Fee)..
- 1.6 "Website" is used to refer to the "Companywebsite" maintained by the Company to provide access to the Services, to be located at www.acutecaretriage.com.

2. PROFESSIONAL SERVICES

- 2.1 Services. "Client" _____ hereby engages the Company to, and the Company hereby agrees to, provide access to the Website (as set forth in Section 3) and to provide the services described on Exhibit A hereto in accordance with the terms of this Agreement (the "Services").
- 2.2 Manner and Means; Independent Contractors. The manner and means used by the Company to perform the Services are in the sole discretion and control of the Company. "Client" hereby acknowledges and agrees that certain Services may be performed by the Company' independent third party providers, at the Company's sole discretion. The parties hereto are independent contractors, and nothing herein is intended or will be construed as creating a partnership, employment, joint venture or agency relationship between the parties.

3. THE WEBSITE

- 3.1 Domain. The Company shall display the Website on a server or servers owned or controlled by the Company, connected to the Internet and accessed by means of a single domain name that shall uniquely identify the Website (the "Domain Name").
- 3.2 Hardware & Software. The Company shall be responsible for providing all necessary computer hardware, computer software and network access to the Internet for the Website to operate. Except as otherwise provided herein, the Company shall be responsible for all costs relating to the development, operation and maintenance of the Website.
- 3.3 Design. The Company shall have sole control over the design, development, operation and maintenance of the Website.
- 3.4 User Information. The Company shall manage the recordation of all information made available from any User accessing the Website, including, without limitation, registration information such as name, address, e-mail address, screen name or ID, telephone number and other identifying information (all such information shall be defined herein as "User Information"). "Client" hereby agrees that, in the event that any User Information is intentionally or unintentionally disclosed to or obtained by "Client", "Client" shall adhere to all privacy and data protection laws and regulations, and the internal policies of the Company, applicable to the gathering, processing, storage and transmission of such User Information.
- 3.5 Customer Support. The Company shall enable Users to communicate electronically with the Company and shall make commercially reasonable efforts to respond promptly and professionally to questions regarding the Website .
- 3.6 Fulfillment of User Fees and Orders. The Company shall be solely responsible for the fulfillment and billing of all Fees (as hereinafter defined). The Company shall bear the cost of all expenses related to the billing and collection of all Fees including without limitation, credit card processing and other transactional fees.
- 3.7 Ownership. All right, title and interest in all copyrights, trade secrets, marks, patents or other intellectual property in connection with (i) the Website, including, without limitation, the Domain Name, (ii) the software or other technology used to create, operate and maintain the Website, (iii) the User Information, and (iv) the look, feel and design of the Website shall be held by the Company.
- 3.8 Exclusivity. During the term of this Agreement, "Client" agrees that it shall not enter into an agreement with any person, firm, corporation, or other entity which competes directly with the Company, for the purpose of developing a comparable website which provides functionality similar to the Website.

4. LICENSE

- 4.1 Grant of License by "Client". "Client" hereby grants the Company a worldwide, non-exclusive license, solely in connection with the design, creation, maintenance and promotion of the Website, to use, copy and display any "Client" trademarks, service marks, trade names, logos or other product identifying marks of "Client" (the "Client" Marks) or other materials provided to the Company by "Client" pursuant to this Agreement. The Company shall obtain "Client's" prior written approval before distributing any materials bearing any "Client" Marks ("Client's" approval of the Company's use of the "Client" Marks in connection with the design, creation and maintenance of the Website shall be governed by the provisions of Section 3.3 above), which approval shall not be unreasonably withheld or delayed.
- 4.2 Infringement Indemnity. "Client" agrees to protect, defend, hold harmless and indemnify the Company and its affiliates, directors, officers, employees and agents, with counsel of "Client's" choosing (subject to the Company's consent, which consent shall not be unreasonably withheld), from and against any and all third party claims, including all damages, losses, liabilities, costs and expenses (including attorneys' and expert witness fees), based on or relating in any way or manner to any alleged or actual infringement, misappropriation and/or violation of any third party rights arising out of the authorized use of the "Client" Marks by the Company pursuant hereto; unless such liability arises from the gross negligence or willful misconduct of the Company, all provided that the Company notifies "Client" promptly in writing of the claim and provided that the Company may fully participate in the defense of any action related thereto.

5. FEES AND PAYMENTS

- 5.1 Fees. As consideration for creating the Website and performing the Services, "Client" will pay to the Company the fees set forth in Exhibit A (the "Fees").
- 5.2 Cancellation Policy. Client acknowledges that Company will incur significant up-front costs in preparing certain Wellness Services programs for use by Client, and Client therefore agrees to abide by the cancellation policy set forth in this Section 10.

6. WARRANTIES

- 6.1 The Company's Warranty. The Company warrants that the Services provided hereunder will be performed in a professional manner as applicable, and no Services provided to "Client" hereunder shall infringe on any third party Intellectual Property Right(s).

7. LIMITATIONS ON LIABILITY

- 7.1 IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY INCLUDING BREACH OF WARRANTY OR CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY AND PRODUCT LIABILITY) OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION ON LIABILITY IS INAPPLICABLE TO SECTION 9.

ADDITIONALLY, "CLIENT" HEREBY ACKNOWLEDGES AND AGREES THAT MANY OF THE SERVICES PERFORMED HEREUNDER WILL BE PERFORMED BY HEALTH AAND IN NO EVENT SHALL THE COMPANY BE LIABLE FOR THE ACTIONS OR INACTIONS (INCLUDING RESPONSE TIMES) OF THE PROFESSIONALS, REGARDLESS OF WHETHER SUCH ACTIONS OR INACTIONS ARE DETERMINED TO CONSTITUTE NEGLIGENCE, MALPRACTICE, OR ARE DETERMINED TO BE OTHERWISE ACTIONABLE BY A COURT OF COMPETENT JURISDICTION. THE COMPANY DOES NOT ENGAGE IN MEDICAL OR MENTAL HEALTH PRACTICES AND ALL USER INTERACTION WITH THE HEALTH PROFESSIONAL IS STRICTLY AT THE MEMBER'S OWN RISK. THE COMPANY AND THE WEBSITE DO NOT MAKE ANY REPRESENTATION, WARRANTY OR ENDORSEMENT WITH RESPECT TO ANY OF THE MENTAL HEALTH OR WELLNESS PROFESSIONALS.

8. WAIVER OF WARRANTIES

- 8.1 INFORMATION, PRODUCTS, CONTENT AND OTHER MATERIALS PROVIDED ON THE WEBSITE BY THE COMPANY ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. FURTHERMORE, THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE TIMELINESS, SEQUENCE, QUALITY, ACCURACY, CONTENT, COMPLETENESS, LEGALITY, RELIABILITY, OPERABILITY OR AVAILABILITY OF THE INFORMATION, PRODUCTS, CONTENT, SERVICES AND OTHER MATERIALS CONTAINED ON THIS WEBSITE. THE COMPANY MAKES REASONABLE EFFORTS TO ENSURE THE INFORMATION AND MATERIALS CONTAINED ON THE WEBSITE IS ACCURATE AND UP-TO-DATE; HOWEVER, THE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. THE COMPANY ALSO DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL WITH RESPECT TO THE WEBSITE OR THE USE THEREOF.

9. CONFIDENTIALITY

- 9.1 Confidential Information. Each party (the "Disclosing Party") may from time to time during the term of this Agreement disclose to the other party (the "Receiving Party") certain information regarding the Disclosing Party's business, including, without limitation, technical, marketing, financial, employee, planning and other confidential or proprietary information, which information is either marked as confidential or proprietary (or bears a similar legend) or which a reasonable person would understand to be confidential given the circumstance and nature of the disclosure ("Confidential Information"), and whether disclosed orally or in writing. Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure as shown by credible evidence; (ii) before or after it has been disclosed to the Receiving Party, enters the public domain, not as a result of any action or inaction of the Receiving Party; (iii) is approved for release by written authorization of the Disclosing Party; (iv) is disclosed to the Receiving Party by a third party not in violation of any obligation of confidentiality; or (v) is independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party, as evidenced by such party's written records.
- 9.2 Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose other than performing its obligations or exercising its rights under this Agreement, and will disclose the Confidential Information of the Disclosing Party only to Receiving Party's employees, agents, directors, officers, auditors, regulators and contractors on a "need to know" basis, provided such persons are under a contractual obligation with Receiving Party to maintain the confidentiality of such Confidential Information, which obligation is consistent with, and no less protective of Confidential Information, than the terms of this Section 9. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Notwithstanding the foregoing, Confidential Information may be disclosed as required by law or by order of a court of competent jurisdiction. In such event and if reasonably possible under the circumstances of disclosure, the Receiving Party will provide the Disclosing Party with prompt prior notice of such obligation in order to permit the Disclosing Party an opportunity to take legal action to prevent or limit the scope of such disclosure. Unauthorized disclosure or use of the Disclosing Party's Confidential Information may cause irreparable harm to the Disclosing Party for which recovery of monetary damages would be inadequate; consequently, the Disclosing Party shall be entitled to timely injunctive relief to protect its rights under Section 9 hereof, in addition to any and all remedies available at law or in equity.
- 9.3 Return of Confidential Information. The Receiving Party will return to the Disclosing Party all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section 9.
- 9.4 Confidentiality of Agreement. Other than as permitted in this agreement, neither party will disclose any terms of this Agreement to anyone other than its attorneys, accountants, and other professional advisors under a duty of confidentiality, except as required by law.

10. TERM AND TERMINATION

- 10.1 Duration of Term. The initial term of this Agreement commences on the Effective Date and shall continue for a term of _____, unless terminated earlier as provided herein. Notwithstanding anything to the contrary herein, Client shall pay the full Per Member Annual Membership Fee for each Member enrolled.
- 10.2 Termination for Cause. This Agreement may be terminated by either party upon thirty (30) days prior written notice if the other party materially breaches or fails to perform any material term hereof and the breaching party fails to cure such breach within the thirty (30) day period. Either party may terminate this Agreement immediately if the other party discloses or misuses Confidential Information in breach of Section 9.
- 10.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason, (a) all Services will immediately terminate, (b) all Confidential Information will be returned in accordance with Section 9.3 and (c) all charges for Services performed prior to the date of termination will become immediately due and payable.
- 10.4 Survival. Sections 3.8, 4.1, 6, 7, 8, 9, 10, 11 and 13 of this Agreement will survive the expiration or earlier termination of this Agreement.

11. NOTICE

- 11.1 Either party may, from time to time, advise the other party by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for the purposes of this Article, be conclusively deemed to be the address of the party giving such notice.

12. DISPUTE RESOLUTION

- 12.1 Arbitration. Any dispute hereunder not settled by the parties through prior negotiation ("Dispute") shall be resolved by mandatory and binding arbitration in Orange County, California, and, except as herein specifically stated, in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA Rules") then in effect. However, in all events, these arbitration provisions shall govern over any conflicting rules which may now or hereafter be contained in the AAA Rules. Upon appointment, the arbitrator shall establish procedures which (i) allow for limited and reasonable discovery in preparation for a hearing on the merits of the Dispute; (ii) permit the holding of such hearing within ninety (90) days, unless the parties agree or the arbitrator concludes that the Dispute requires additional time to prepare for hearing; and (iii) issue his final award in writing within thirty (30) days from the time that the hearing on the merits of the Dispute is concluded. Notwithstanding anything to the contrary set forth in this Agreement, any dispute relating to intellectual property matters or confidentiality matters shall be deemed not to fall within the definition of "Dispute" and any and all such disputes shall be adjudicated before a court of law in accordance with Section _____.
- 12.2 Compensation of Arbitrator. Any such arbitration will be conducted before a single arbitrator who will be compensated for his or her services at a rate to be determined by the parties or by the American Arbitration Association, but based upon reasonable hourly or daily consulting rates for the arbitrator in the event the parties are not able to agree upon his or her rate of compensation.
- 12.3 Selection of Arbitrator. The American Arbitration Association will have the authority to select an arbitrator from a list of arbitrators who are lawyers familiar with California contract law as appropriate; provided, however, that such lawyers cannot work, or have worked within the last five (5) years, for a firm then performing services for either party, that each party will have the opportunity to make such reasonable objection to any of the arbitrators listed as such party may wish and that the American Arbitration Association will select the arbitrator from the list of arbitrators as to whom neither party makes any such objection. If the foregoing procedure is not followed, each party will choose one person from the list of arbitrators provided by the American Arbitration Association (provided that such person does not have a conflict of interest), and the two persons so selected will select from the list provided by the American Arbitration Association the person who will act as the arbitrator.

13. GENERAL

- 13.1 Assignments. Neither party may assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement to any third party without the prior written consent of the other party. Any attempted assignment or transfer in violation of the foregoing will be void.
- 13.2 Governing Law and Venue. This Agreement will be governed by the laws of the State of California in the United States of America; as such laws apply to contracts between California residents performed entirely within California. Any dispute not required to be submitted to mandatory arbitration pursuant to Section 12 of this Agreement must be brought exclusively in the courts within the County of Orange, California, and each party irrevocably submits to the exclusive jurisdiction and venue of any such court in any such action, dispute or proceeding.
- 13.3 Remedies. The parties' rights and remedies under this Agreement are cumulative. Each party acknowledges and agrees that any actual or threatened breach of Section 9 will constitute immediate, irreparable harm to the other party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach, and such further relief as may be awarded. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.
- 13.4 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 13.5 Severability. If any provision of this Agreement is adjudicated to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- 13.6 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.
- 13.7 Publicity. Neither party will make any media release or other public announcement relating or referring to this Agreement without the other party's prior written consent.
- 13.8 Entire Agreement. This Agreement and its Exhibits, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties.
- 13.9 Exhibit A. The attached Exhibit A forms an integral part of this Agreement and is incorporated into this Agreement wherever reference is made to the same extent as if it were set out in full at the point at which such reference is made.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement to which this Exhibit is attached.