

TELEMEDICINE AND TELEHEALTH SERVICES AGREEMENT ("Agreement")

Introduction

Telemedicine is the remote delivery of healthcare services, which can be achieved using technology and typically occurs when the healthcare provider and patient are not in the same physical location. User information is transmitted electronically and may be used for diagnosis, treatment, follow-up, and/or patient education. Any and all patient records including but not limited to Patient medical records, Medical images, Interactive audio, Interactive video, data communications, Output data from medical devices, sound and video files can be included.

Medical Information and Medical Records Security

MyWorkDoc employs the highest level of network and software security protocols to protect the confidentiality of patient information and data and includes measures to safeguard patient data and to aid in protecting against intentional or unintentional corruption of health information are in place. All existing laws regarding privacy and security of your health information and copies of your medical records apply to this telemedicine health service and the audio and video information transmitted, received and stored electronically as part of this service.

It is understood that the resulting video images and audio recordings of the patient, or any likeness of the patient, may be captured and stored electronically with MyWorkDoc. These recordings and complete medical information may be viewed and used for the purposes of evaluation, training, research, and otherwise, which may include MyWorkDoc personnel and its affiliates. By participating in a telemedicine or telehealth consultation service, it is understood and consent is given by the patient to MyWorkDoc to use any images, audio recordings and medical information provided by the patient for the purpose of outlined above.

Patient Rights

A patient may withhold or withdraw consent to the telemedicine or telehealth service at any time before or during consult without affecting the right to future care or treatment. The

request to revoke consent must be in writing and received by MyWorkDoc. Please see MyWorkDoc's Privacy Statement. If you revoke your consent, the video images and audio recordings will be destroyed and no longer used by MyWorkDoc. Any uses of the video made with your permission prior to MyWorkDoc's receipt of your revocation cannot be changed or undone.

Risks and Benefits

By agreeing to the telemedicine or telehealth consultation, it is understood that video and/or audio technology will be used to conduct the health service, and that there are limitations to the technology and the process of telemedicine, including the potential for incomplete exchange or loss of information. Also, it is understood that In the course of this medical evaluation, only information that is presented directly to the provider during the consultation can be used and MyWorkDoc or its providers and affiliates are not responsible for liabilities related to critical information that is omitted by the patient or that is not gathered during the consultation.

As with any medical procedure, there may be potential risks associated with the use of telemedicine or telehealth. These risks include, but may not be limited to:

- Information transmitted may not be sufficient (e.g., poor resolution of images) to allow for appropriate medical decisions to be made by the provider.
- The provider may not be able to provide medical treatment to the patient using telemedicine equipment nor provide for or arrange for any emergency care that may be required.
- Delays in medical evaluation and treatment could occur due to deficiencies or failures of the equipment or software.
- Security protocols could fail, causing a breach of privacy of confidential medical information.
- A lack of access to complete medical records may result in errors and medical judgment.

General Terms

- The patient has had the alternatives to a telemedicine consultation explained to them, and in choosing to participate in a telemedicine consultation, it is understood that some parts of the exam involving physical tests may not be conducted. Payment and communication with Health Savings Accounts, Insurance, or Flexible Spending Accounts is the responsibility of the patient or the patient representative.
- If at any time before, during, or after the telemedicine/telehealth consultation there is a concern for a medical emergency or if the patient's medical condition is worsening, it is understood that immediate local emergency services will be obtained and this is at the sole discretion and liability of the patient or patient's guardian.
- The patient and/or guardian have the right to inspect all information obtained and recorded during the course of the telemedicine interaction, and may receive copies of

this information for a reasonable fee. Such inspection and copying of records shall be subject to MyWorkDoc or affiliates policies and procedures.

- The anticipated benefits, diagnosis and results of care from the use of telemedicine cannot be guaranteed. If the medical condition of the patient is not improved, then the patient will seek local emergency care as needed and as decided by the patient or guardian.
- It is understood that the patient's condition may require a referral to a specialist for further evaluation and treatment.
- It is understood that there are alternatives to using telemedicine or telehealth for medical care needs.
- The written information provided here is understood and the patient or guardian hereby voluntarily and freely agrees and gives consent to take part in the telemedicine health service, and to any related evaluation, assessment, and diagnosis as the consulting health care provider deems appropriate for their current medical condition and the consultation.
- Any and all questions can be sent directly at any time to MyWorkDoc via email at mshinghal@myworkdoc.com

MyWorkDoc Consent ("Consent")

Introduction

Telemedicine involves the use of electronic communications to enable healthcare providers at different locations to share individual patient medical information for the purpose of improving patient care. Providers may include primary care practitioners, specialists, and/or subspecialists. The information may be used for diagnosis, therapy, follow-up and/or education, and may include the following:

- Patient medical records
- Medical Images
- Live two-way audio and video
- Output data from medical devices and sound video files

Electronic systems used will incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.

Expected Benefits

- Improved access to medical care by enabling a patient to remain in his/her remote site while the physician obtains test results and consults from healthcare practitioners at distant/other sites.
- More efficient medical evaluation and management.
- Obtaining expertise of a distant specialist.

Possible Risks

As with any medical procedure, there are potential risks associated with the use of telemedicine. These risks include, but may not be limited to:

- In rare cases, information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate medical decision making by the physician and consultant(s);
- Delays in medical evaluation and treatment could occur due to deficiencies or failures of the equipment;
- In very rare instances, security protocols could fail, causing a breach of privacy of personal medical information;
- In rare cases, a lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other judgment errors;

By using the telemedicine software, I understand the following:

1. I understand that the laws that protect privacy and the confidentiality of medical information also apply to telemedicine, and that no information obtained in the use of telemedicine which identifies me will be disclosed to researchers or other entities without my consent.
2. I understand that I have the right to withhold or withdraw my consent to the use of telemedicine in the course of my care at any time, without affecting my right to future care or treatment.
3. I understand that I have the right to inspect all information obtained and recorded in the course of the telemedicine interaction, and may receive copies of this information for a reasonable fee.
4. I understand that a variety of alternative methods of medical care may be available to me, and that I may choose one or more of these at any time. My provider has explained the alternatives to my satisfaction.
5. I understand that telemedicine may involve electronic communication of my personal medical information to other medical practitioners who may be located in other areas, including out of state.
6. I understand that it is my duty to inform my provider of electronic interactions regarding my care that I may have with other healthcare providers.
7. I understand that I may expect anticipated benefits from the use of telemedicine in my care, but that no results can be guaranteed or assured.

8. I understand that I have had the opportunity to make reasonable inquiries regarding all procedures and benefits to be utilized in connection with the terms and provisions herein.
9. I understand that to the fullest extent permitted by law I agree to release MyWorkDoc from and against any and all claims, losses, bodily injury, illness, disease or death or for loss of services, wages, attorneys' fees or costs to the extent caused by the negligence of the providers (it being expressly understood that MyWorkDoc is not a "provider" as that word is used in the Agreement and Consent) except to the extent prohibited by applicable law.
10. I understand that no amendment of any of the foregoing information or anything contained in this App shall be effective unless in writing and signed by MyWorkDoc and me.
11. I understand that if any provision herein is held to be partially or completely contrary to law and/or unenforceable, the information supplied above shall be deemed to be amended to partially or completely modify such provision or portion thereof to the extent necessary to make it enforceable or if necessary shall be deemed to be amended to delete the unenforceable provision or portion thereof.
12. I understand that this Agreement and Consent shall be governed by the laws of the State of Texas, excluding any conflicts of law rules.
13. I understand that I voluntarily submit to the jurisdiction and venue of the State courts located in Longview, Gregg County, Texas for any matters arising under this Agreement and Consent.
14. I understand that to the maximum extent permitted by law, except for fraud or gross negligence, I knowingly, voluntarily, and intentionally waive any right to consequential, exemplary or punitive damages in regards to MyWorkDoc with respect to any dispute, regardless of the forum for the proceedings.

Patient Consent To The Use of Telemedicine

I have read and understand the information provided above in the Agreement and Consent regarding telemedicine, have discussed it with my physician or such assistants as may be designated, and all of my questions have been answered to my satisfaction. I hereby give my informed consent for the use of telemedicine in my medical care.