## Contributor Participation Agreement

By checking the box on the Sign Up page, you ("Contributor") agree to enter into a contract with The Regan Method, LLC, (the "Regan Method") to pay to be a contributor and be listed in the Doctor Directory on the Your Bestself-ie.com website. This agreement will outline the program and what you, the Contributor, agree to do and pay by joining the Site's network of contributing plastic surgeons.

The Regan Method utilizes online information technology to bring necessary education to members ("Members"). The Site contains three divisions: a Doctor Directory, a Member Community and a Patient Experience Library.

The Regan Method created the Site, which utilizes Contributor plastic surgeons like you to provide educational information to its members (potential plastic surgery patients). The Regan Method may also include links to third-party websites and social media sites.

By agreeing to the terms in this document and joining our network of plastic surgeons, you, the Contributor, agree that you:

- Are currently a board-certified plastic surgeon (or, if board-eligible pending certification, will immediately inform the Regan Method of a failed certification) and that you are in good standing with all state and federal licensing, registration and certification boards, with no restrictions, disciplinary matters, or malpractice lawsuits pending;
- Will comply with the Regan Method's Policies & Procedures;
- Will not provide any medical or surgical advice on the Site; you will provide only general
  information and state in each posting for medical, surgical or psychological services, or
  the practice of medicine, psychology or counseling;
- Will list accurate credentials, including the states in which you at all times hold active
  medical licenses; that it is not medical or surgical advice and that the Member should
  seek the evaluation and advice of a plastic surgeon in person; The posting of an answer
  by you does not constitute a response to a request.
- Will make clear that any representations or statements you make are your own and not the views or opinions or advice of the Site or the Regan Method;
- Will not use the Site for telemedicine services directly to a patient; if you establish a
  patient/physician relationship with a Member you will do so only via communications
  and in places other than on the Site;
- Will not use the Site for the practice of medicine or surgery;
- Will not hold yourself out as an agent, employee, or contractor of the Regan Method or the Site;
- Waive all rights to privacy and ownership in any information you post on the Site and data on your use or activity on the Site;
- Authorize the Regan Method to pre-screen and post or refrain from posting any educational information you provide to Members on the Site without prior notice or

consent; Responses to questions are anonymous for a short period of time (24-48 hours) and then the Contributor's identity is made available to the Members to contact the Contributor offline if desired.

- Acknowledge that anything you post can be removed at any time for no reason;
- Will not use the Site to overtly promote your practice other than by the Site providing the Doctor Directory with your credentials and professional information;
- Will provide education that you are licensed and qualified to provide in a manner consistent with professional and ethical standards as well as any applicable State or Federal laws and regulations and in the best interest of the Member community;
- Will provide your own equipment to enable you to read and post educational material, including that you will maintain access to a supported computer, tablet, phone, or other device, web-browser, high speed internet connection (DSL, Cable, Broadband, T1, or better) in accordance with the Regan Method Policies & Procedures;
- Will report any inaccurate, abusive or unprofessional information you encounter on the Site in any way, and will not make any statements that disparage anyone based on age, sexual orientation, marital status, race, ethnicity, religion, sex, gender identity, national origin, health status, or disability;
- Will not subcontract, delegate, or assign any of the services or duties that you are
  providing hereunder to any other person, organization, entity, or third party; only
  you will use your login and credentials;
- Will notify the Regan Method you have any financial or other relationship that could compromise the independence or objectivity of any post you make on the Site;
- Will review and comply with all the Regan Method Policies & Procedures, including but not limited to Confidentiality, Data and Information, Privacy and Security, Data Ownership, Storage and Destruction and use of Information Systems. You also agree to follow and maintain compliance with all applicable state and federal Laws, regulations, rules or other legislative, administrative or judicial requirements, including but not limited to, laws governing the privacy and security of health information, personal and confidential data. You agree to comply with any amendments required to comply with any changes in Applicable Laws, regulations, or guidance or Regan Method Policies and Procedures. You agree to comply with any reporting requirements required by the Regan Method or any State or federal laws or governmental agency;
- Will not directly or indirectly induce or solicit the services of any Regan Method employee affiliated contractor or company or interfere with any contractual relationship. You agree not to persuade any Member to discontinue his or her relationship with the Regan Method or the Site.
- Will notify the Regan Method in writing immediately upon commencement of any investigation or proceeding by any licensing authority or governmental body or agency or action initiated or consummated against you including but not limited to:
  - Termination, probation, suspension, reprimand, stipulation, admonition, censure, consent decree, interim order, letter of concern, public or private reprimand, voluntary waiver, voluntary practice restriction or agreement in lieu of discipline or any other action taken by a regulator authority in connection with any licenses, registration or certification held by you relating to the

- provision of health care services;
- Any change to, increase, decrease, or cancellation of your general and/or professional liability insurance;
- Investigation by the state or federal government for fraud or abuse in connection with a government sponsored health benefit program;
- Suspension or revocation of your participation in any health benefit plan, other than a government sponsored health benefit plan, due to billing fraud or abuse;
- The indictment, arrest, or conviction for any felony or any criminal charge.

The Regan Method's obligations to you, the Contributor:

- The Regan Method will provide training on the use of the Site and its Policies & Procedures;
- The Regan Method will provide access to the Site for the sole purpose of providing educational information per this Agreement. This does not give you rights, title, or interest to the Site or any of Regan Method's or any relevant third-party Intellectual Property or any interest in any modifications or derivative works relating to either the Site or the Regan Method's or any third-party's Intellectual Property.

<u>Term:</u> The term of this Agreement shall commence upon execution of this Agreement and either party may elect to terminate the Agreement at any time without any need to show cause.

<u>Fees:</u> You will pay the Regan Method for Contributor rights provided per the fee schedule in Exhibit A.

<u>Directory:</u> The Regan Method may provide your demographic information, including but not limited to, your name, business address, office phone number, contracted services in the Site's Doctor Directory for the Regan Method and its affiliated companies and/or Members. You will notify the Regan Method immediately of any changes in your Directory information.

<u>Relationship of the Parties</u>: This agreement does not constitute a partnership or joint venture agreement between the Regan Method or any of its affiliates and you, the Contributor. You remain an independent contractor, and shall not be deemed an employee, partner, agent, or representative of the Regan Method. The Regan Method shall not be liable and/or responsible for: the diagnosis, treatment, and/or manner of providing information by you, the Contributor.

<u>Governing Law:</u> This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia without giving effect to the principles of conflict of laws thereof. Venue shall rest in Atlanta, Georgia for any dispute.

<u>Amendment:</u> Subject to applicable law, the Regan Method may amend this Agreement from time to time by providing written notice to you at least ten (10) days prior to the effective date of the amendment. You will be deemed to have accepted and agreed to any terms and

conditions unless you let the Regan Method know at least two (2) days prior to the effective date. We agree that no amendment is needed to modify the fee schedule in Exhibit A.

By checking the box on the Sign Up page, and clicking Subscribe, you, the Contributor, agree to participate in the Regan Method's Doctor Directory and get access to be a Contributor. You represent and warrant you are authorized to enter into this Agreement, that all information you provide or have provided to the Regan Method or its affiliates as part of the onboarding process is truthful and complete, and that all licenses and certifications stated are in full compliance and good standing. You also represent and warrant that there is no malpractice, disciplinary, or other legal actions pending against you.

## **EXHIBIT A: FEES**

You, the Contributor, shall pay \$225 per month with a minimum commitment of 12 months, for a total initial cost of \$2,700. By signing this Agreement, you agree to the \$2,700 payment. There are no early-cancelation discounts or refunds.

You agree to pay \$2,700 yearly in \$225 monthly increments.

If, however, you pay the year's commitment up front, you receive a \$100 discount, for a total one-time up-front payment for the first year of \$2600.

This Agreement and this fee structure shall automatically renew for additional one-year periods unless either party gives notice of termination or the Regan Method gives notice of an increase, with 30 days' advanced notice. Should you wish to cancel, provide written notice to the Regan Method no less than 30 days prior to the anniversary date of this Agreement (the date you subscribed on the previous page).