

PHYSICIAN TERMS AND CONDITIONS

SERVICE PROVIDER

Grektek, LLC / Grektek Holdings, Inc.
943 Willowleaf Way Potomac, MD 20854

CLIENT

The Client is the Physician, the Physician's office staff members, or other medical services provider who has contracted with the Service Provider to use its everbeat system and associated RPM Dashboard.

IN CONSIDERATION OF the matters described herein and of the mutual benefits and obligations set forth in a separate written Agreement, the Client and the Service Provider (individually the "Party" and collectively the "Parties" to the Agreement) agree as follows:

SERVICES PROVIDED

The Client hereby engages the Service Provider to provide the following services (the "Services"):

- a. Provide a Remote Patient Monitoring (RPM) platform called everbeat, which includes devices for daily patient recording of health data using a smart phone App and an RPM Dashboard where Client can review the patient healthcare data (the "Base RPM Services");
- b. If so elected, provide patient monitoring and limited patient communication, by a qualified medical assistant ("Supplemental RPM Services"). These services are limited to following up with the patient on their compliance with recording their health data, and helping them resolve non-health issues.
- c. If so elected, help the patient set up the everbeat application and devices, including shipping the devices to the patient if required ("Onboarding Service").

These services are provided under a separate written agreement (the "Agreement") entered into between the Client and the Service Provider.

TERM OF AGREEMENT

The Client will ultimately be responsible for billing the patient's insurance company, if applicable, and confirming that the necessary requirements for this billing have been met. Both parties acknowledge that there can be no direct relationship between whether the client gets reimbursed by the insurance company and whether the client owes the Service Provider for providing these contracted Services.

If Supplemental RPM Services are elected by the Client, the Service Provider will use their best efforts to help the patient record necessary health data, and spend the amount of interactive time specified in the Client's billing provisions and clearly document interactions within the RPM Platform. The Service Provider will interact with the Client's patients via phone, text or email.

The Service Provider will provide customer support to the Client via phone and email as required to support the contracted Services.

TERMINATION

The Agreement may be terminated at any time by mutual agreement of the Parties. In the event that only one Party wishes to terminate the Agreement, that Party will be required to provide 60 days' written notice to the other Party.

In the event that either Party breaches a material provision under the Agreement, the non-defaulting Party may terminate the Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

Any fees accrued through the termination date of the Agreement will still be invoiced and due.

Except as otherwise provided in the Agreement, the obligations of the Service Provider will end upon the termination of the Agreement.

PERFORMANCE

The Service Provider agrees to use its best efforts to provide high-quality patient support, to properly document any interaction within the RPM Platform, and notify the doctor as soon as possible if the patient requires medical attention that we are prohibited from providing. The workflows included as Appendix I to the Agreement reflect the Service Provider's workflow, which may change from time to time. This workflow requires the Client to assume responsibility for all medical-related interactions with the patient, and relieves the Service Provider of any liability related to patient care.

CONFIDENTIALITY

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of the Agreement.

All written and oral information and material disclosed or provided by the Client to the Service Provider under the Agreement is Confidential Information regardless of whether it was provided before or after the date of the Agreement or how it was provided to the Service Provider.

OWNERSHIP OF INTELLECTUAL PROPERTY

All intellectual property and related material (the "Intellectual Property") that is developed or produced under the Agreement, will be the property of the Service Provider. From time to time, the Client may provide suggestions to the Service Provider regarding the capabilities of the RPM platform or the related Services. If the Client elects to implement these suggestions, they become Intellectual Property of the Service Provider. The Client is granted a non-exclusive limited-use license of the Intellectual Property.

Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Service Provider.

RETURN OF PROPERTY

Upon the expiration or termination of the Agreement, the Service Provider will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client. This includes but is not limited to any medical devices provided by the Service Provider to the Client.

CAPACITY/INDEPENDENT CONTRACTOR

In providing the Services under the Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Client acknowledge that the Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Service Provider during the Term. The Service Provider is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under the Agreement.

RIGHT OF SUBSTITUTION

Except as otherwise provided in the Agreement, the Service Provider may, at the Service Provider's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Service Provider under the Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

In the event that the Service Provider hires a sub-contractor:

- a. the Service Provider will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Service Provider.
- b. for the purposes of the indemnification clause of the Agreement, the sub-contractor is an agent of the Service Provider.

AUTONOMY

Except as otherwise provided in the Agreement, the Service Provider will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Service Provider will work autonomously and not at the direction of the Client. However, the Service Provider will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT/DEVICES

The Service Provider will provide high-quality RPM devices to the Client, who in turn will provide them to participating patients. The devices will include an FDA-cleared blood pressure cuff and an everbeat ECG watch (pending FDA clearance). The Service Provider will also provide Smartphone software to the Client with instructions for how to set up a new patient. Unless the client has elected the optional Onboarding Services, the Client will be responsible for initially setting the patient up with the devices and training them on the use of the RPM Smartphone software. This medical equipment is provided to allow patients to generate health data to share with their doctors via the everbeat RPM platform. This equipment is provided as a lease and must be returned to the Service Provider or purchased by either the patient or the client.

NO EXCLUSIVITY

The Parties acknowledge that the Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with the Agreement. This indemnification will survive the termination of the Agreement.

ADDITIONAL CLAUSES

The Service Provider and Client will enter into a separate Business Associate Agreement that covers patient data, privacy and HIPAA responsibilities.

Should the Client terminate an individual patient's engagement with the RPM services after less than 120 days, Client shall have patient return the devices to the Service Provider at the address listed in Section 31(b) within 30 days following the end of services. Failure to return the devices will incur an additional \$100 charge.

The Service Provider shall provide periodic communication to the Client regarding patient compliance and health care data and/or alerts. It is the Client's responsibility to review these communications and take appropriate action with the patient.

ASSIGNMENT

The Service Provider will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under the Agreement without the prior written consent of the Client.

GOVERNING LAW

The Agreement will be governed by and construed in accordance with the laws of the State of Virginia.

SEVERABILITY

In the event that any of the provisions of the Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Agreement.

WAIVER

The waiver by either Party of a breach, default, delay or omission of any of the provisions of the Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
