

PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

For the services of Telehealth Consultations; THIS AGREEMENT is dated as of _____, 20____ (the "Effective Date") by and between e-Telmed, Inc. (the "Telehealth Service Provider") and Dr. _____, _____ (the "Provider") collectively referred to as (the "Parties")

WHEREAS, the Telehealth Service Provider is a technology company facilitating the provision of telehealth consultations to the general public and patients of various worldwide organizations.

WHEREAS, the Telehealth Service Provider desires the services of a Provider who can provide professional telehealth services in accordance with this agreement and from a site(s) of service convenient to the Provider; and

WHEREAS, Telehealth Service Provider desires to increase the access of patients to high-quality, cost-effective care by providing virtual access to specialized providers on the terms set forth below;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereby agree as follows:

1. SCOPE OF THE AGREEMENT:

1.1 THE ENGAGEMENT. The Telehealth Service Provider hereby engages the Provider, on an independent contractor basis, to provide the telehealth consultative services to patients of the Telehealth Service Provider from the Provider's facilities as set forth herein. Providers shall incorporate virtual telehealth consultations as part of their daily routine with no requirement for part-time or full-time activity.

1.2 THE SERVICES. Providers shall provide to or for the benefit of the patients of the Telehealth Service Provider those clinical and consultative services which may include (the "Services") listed on Exhibit A.

2. RESPONSIBILITIES AND DUTIES OF THE TELEHEALTH SERVICE PROVIDER:

2.1 COORDINATION OF SERVICES. The Telehealth Service Provider shall facilitate the scheduling of patient appointments with Providers through a web-based electronic medical record system. The Telehealth Service Provider shall be solely responsible for all costs associated with the scheduling of services with Providers pursuant to this Agreement, including the cost, if any, associated with maintaining electronic medical records and Provider privileges at the web site through which virtual telehealth services will be delivered by the Provider.

2.2 EQUIPMENT. The Telehealth Service Provider shall, at its expense and consistent with its budget and financial capabilities, and mission, make training and support available for the

adequate provision of the Services by the Provider.

2.3 ANCILLARY PERSONNEL. If deemed necessary by the Telehealth Service Provider, the Telehealth Service Provider shall retain, and make available to the Provider qualified technical and telehealth coordinators ("Ancillary Personnel") for assistance with the provision of services to its patients. Such Ancillary Personnel shall not be deemed to be employees of the Provider for any purpose.

2.4 COMPLIANCE WITH LAWS. The Parties shall be solely responsible for complying with all applicable telehealth laws, regulations and ordinances relating to the conduct of business.

2.5 ACCESS. The Telehealth Service Provider when required by court order, will permit authorized representatives, during normal business hours and as often as reasonably requested, to visit and inspect, at the expense of the authorized representative, the site, including its books, records and patient records, for purposes of monitoring the quality and amount of professional services rendered by the Provider pursuant to this Agreement.

2.6 NOTICE. The Provider will promptly advise the Telehealth Service Provider in writing of any suit, proceeding, investigation, other action or event commenced or threatened against the Provider which, if adversely determined, would result in a material adverse change in the condition or business, financial or otherwise, of the Provider and of any facts that come to the Provider's attention that might materially affect the operation of the Parties ability to properly carry out the terms and conditions of this Agreement.

3. RESPONSIBILITIES AND DUTIES OF THE PROVIDER:

Assurances; Providers assures that virtual telehealth services to patients are conducted in compliance with all ethical and professional standards.

Provider agrees to implement protocols for providing telehealth services.

Provider shall complete all electronic medical records and other required reports, in accordance with the law, this Agreement and applicable policies, procedures and contractual obligations of the Telehealth Service Provider.

In order for the Providers to provide the Services pursuant to this Agreement, Telehealth Service Provider shall cause each Provider to comply with each of the requirements of this Article 3.

3.1 QUALIFICATIONS.

To be qualified to render Services pursuant to this Agreement, each Provider must at all times during this Agreement:

- (a) Obtain and maintain professional liability insurance coverage in accordance with Section 5.1 of this Agreement;
- (b) Agree to abide by the terms of this Agreement;
- (c) Possess a valid and unlimited license to practice medicine pursuant to the state in which they are contracted to provide services;
- (d) Possess a valid DEA license;
- (e) Meet any and all such other requirements of the bylaws, rules and regulations of the State of licensure and the Telehealth Service Provider; and
- (f) Not be convicted of, or have pled nolo contendere to, any criminal activity.

3.2 SYSTEM TRAINING. Provider shall complete system training with the Telehealth Service Provider trainers and establish system competence. Prior to providing services to Telehealth Service Provider patients, the provider shall meet the competency requirements of the Telehealth Service Provider as determined by its system trainers.

3.3 MEDICAL RECORDS. The Providers shall document all Services to patients in the web-based electronic medical record system in accordance with applicable laws. All such medical records shall be and remain the property of the Telehealth Service Provider; provided, however, that the Provider shall have access to such records as necessary for continuing care for patients during the course of this agreement. Upon termination of this agreement, the Provider may request from the Telehealth Service Provider an electronic PDF copy of the medical records of patients for which service was provided.

4. PAYMENT and BILLING

4.1 COMPENSATION.

(a) In full consideration of all Services provided by Providers, the Telehealth Service Provider shall pay the Provider in accordance with the compensation schedule described in Exhibit B. All payments will be made payable to the Provider as identified in this agreement.

(b) The Provider is an independent Contractor. The Telehealth Service Provider shall not pay and shall have no responsibility to pay salaries in fixed or varied amounts, social security, workers' compensation, or other employee benefits of any kind to or on behalf of the Providers. Compensation to Providers shall be paid per a fixed or varied amount per encounter as described in Exhibit C.

4.2 BILLING. The Provider's telehealth encounters with patients are automatically billed to the Telehealth Service Provider as a result of a documented encounter and subsequent update to the patient's electronic medical record.

5. LIABILITY INSURANCE:

5.1 PROVIDERS' INSURANCE. Providers shall maintain a program of self-insurance and commercial professional liability insurance to insure against liabilities arising out of Services related to this Agreement.

5.2 Telehealth Service Provider may at its discretion cancel said policy of General and Medical Professional Liability Insurance for Telemedicine only with 14 days written notification to the provider.

6. INDEMNIFICATION

Each Party agrees to indemnify, defend, and hold harmless the other Party from any claim, liability, or loss (including reasonable attorneys' fees) arising out of or resulting from the acts or omissions of the indemnifying Party, or any of its agents or employees or its, or their performance of or failure to perform the provisions of this Agreement;

For purposes of this Section, it is understood that the Providers are not the agents/or employees of the Telehealth Service Provider. Each Party shall notify the other immediately in writing of any claim of injury or damage related to activities performed pursuant to this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities performed pursuant to this Agreement, provided that nothing shall require either Party

to disclose any documents, records or communications that are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this Section shall survive the termination of this Agreement.

7. PATIENT PRIVACY:

Providers agree to maintain the confidentiality, privacy, and security of patient information to the extent required by law and Practice policy. Providers agree to comply, with the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated there under ("HIPAA") with respect to the privacy and security of "protected health information" (as defined by HIPAA) created, transmitted, maintained, or received by Telehealth Service Provider.

Pursuant to the performance of the Providers' obligations under this Agreement, the Telehealth Service Provider shall be responsible for providing patients with a notice of privacy practices that covers the Providers' rights to access protected health information for patients treated by Providers. The Telehealth Service Provider shall be responsible for any HIPAA compliance obligations with respect to patients treated by Providers under this Agreement.

8. STATUS OF THE PARTIES:

8.1 INDEPENDENT CONTRACTOR STATUS. It is expressly understood and agreed that, in the performance of Services under this Agreement, the Provider shall at all times act as an independent contractor with respect to the Telehealth Service Provider and not as an employee or agent of the Telehealth Service Provider. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or relationship between the Parties.

The Parties specifically agree, and the Providers shall be caused to agree, that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. In no event shall either Party or any Provider be liable for debts or obligations of any other except as otherwise specifically provided in this Agreement.

8.2 CLAIMS FOR BENEFITS. No Provider shall have a claim under this Agreement or otherwise against the Telehealth Service Provider for vacation pay, paid sick leave, retirement benefits, social security, workers' compensation, health, disability, professional malpractice, unemployment insurance benefits, or other employee benefits of any kind.

8.3 TAX AND WITHHOLDINGS. The Telehealth Service Provider agrees that (a) Providers will not be treated as employees of the Telehealth Service Provider for federal tax purposes; (b) the Telehealth Service Provider will not withhold on behalf of Providers any sums for income tax, unemployment insurance, social security, or any other withholdings pursuant to any law or requirement of any governmental body or make available any of the benefits afforded to employees of the Telehealth Service Provider;

Providers agree to indemnify and hold the Telehealth Service Provider harmless from any and all loss or liability arising from its failure to make such payments, withholdings, and benefits, if any. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of any Provider, the Telehealth Service Provider retains the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of with whom or by whom such discussions or negotiations were initiated.

9. USE OF NAMES AND LOGOS

PER PHYSICIAN'S REQUEST

10. INTENT OF THE PARTIES:

Payments made under this Agreement are not intended to be made in return for the referral of ongoing business, if any, or in return for the purchasing, leasing, or ordering of any services other than the specific Services described in this Agreement. All payments specified in this Agreement are consistent with what the Parties reasonably believe to be a fair market value for the Services provided.

11. TERM:

This Agreement shall become effective on the date first written above and shall continue in effect unless earlier terminated in accordance with Section 12.

12. TERMINATION:

(a) **Without Cause.** This Agreement may be terminated by either Party without cause upon fourteen (14) days' advance written notice.

(b) **For Cause.** Upon material breach by either Party of its obligations under this Agreement, the other Party may terminate this Agreement if the breach remains uncured for more than fifteen (15) days after a Party gives written notice to the other Party of the breach, such notice to be effective upon the date of mailing. Notwithstanding the foregoing, if a breaching Party cures a breach within the fifteen (15) days period following written notice and then subsequently commits a second material breach of a similar nature, this Agreement will be subject to immediate termination by the non-breaching Party upon the second breach without an opportunity for cure by the breaching Party. Notwithstanding the foregoing, in the event that any breach of this Agreement by Provider threatens patient health or safety, as determined by the Telehealth Service Provider, the Telehealth Service Provider may terminate the Agreement immediately and without prior notice.

(c) **Automatic.** This Agreement shall terminate automatically upon breach of any of the provisions of Section 3.1 hereof or upon the death or disability of the Provider.

(d) In the event the agreement is terminated with or without cause, no successor agreement may be entered into by the parties during the first year of the initial term.

13. EFFECT OF TERMINATION:

13.1 Upon expiration or termination of this Agreement, neither Party shall have any further obligation hereunder except for: (a) Obligations accruing prior to the date of termination, nor (b) Obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement.

14. MISCELLANEOUS:

14.1 Notices. Notices or communications required or permitted to be given under this Agreement shall be given to the respective Parties by hand or by registered or certified mail (said notice being deemed given as of the date of mailing) at the following addresses unless a Party shall otherwise designate its address by notice: (d) In the event the agreement is terminated with

or without cause, no successor agreement may be entered into by the Parties during the first year of the initial term.

If to Telehealth Service Provider:

Lancelot JAMES, CEO
e-Telmed, Inc.
5368 N University Dr.
Lauderhill, FL 33351

If to Provider:

Name: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

14.2 SECTION HEADINGS. The section headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

14.3 GOVERNING LAW. This Agreement has been executed and delivered in and shall be construed and enforced in accordance with, the internal substantive laws of the State of Florida.

14.4 BINDING EFFECT. This Agreement shall be binding upon and shall insure to the benefit of the Telehealth Service Provider and its successors and assigns.

14.5 ENTIRE AGREEMENT: This agreement and its exhibits constitute the entire agreement among the Parties and supersede all previous contracts or agreements between the Parties with respect to the subject matter hereof.

14.6 AMENDMENTS. This Agreement may be amended only by an instrument in writing signed by a duly authorized officer of each of the Parties, effective as of the date stipulated therein.

14.7 SEVERABILITY. Should any provision of this Agreement or application thereof be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless doing so would defeat the purposes of this Agreement.

14.8 COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14.9 NON-ASSIGNMENT. No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the specific written consent of both Parties.

15.00 WAVIER. No delay or failure to require the performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing and shall apply solely to the specific instance expressly stated.

[Remainder of this page is intentionally left blank]

Executed by the duly authorized representatives of the Parties, as of the day and year first written above:

By: _____

e-Telmed, Inc.

Date: _____, 20_____

Provider: _____

By: _____

Title: _____ Specialty: _____

Date: _____, 20_____

DEA License #: _____ Expiration: _____

Medical License #: _____ Expiration: _____

EXHIBIT A THE SERVICES

Physician Provider services shall include;

A) Treatment and/or medical consultation for but not limited to the following:

- Allergies
- Arthritis
- Bone or Joint Pain
- Cold Sores
- Earache
- Eye Problems
- Fever
- Flu
- Headache
- High Blood Pressure
- Insect Bites and Stings
- Insomnia
- Lice Infestations
- Lyme Disease
- Nasal/Respiratory Congestion
- Obesity Consultation
- Prescription Refills
- Rashes
- Respiratory Problems
- Sinusitis
- Smoking Cessation
- Soft Tissue/Muscle Injury
- Sore Throat
- Stomach Problems
- Upper Respiratory Infection
- Urinary Tract Infection
- Vomiting

Various other medical conditions as deemed appropriate by the Provider

