DIRECT PATIENT CARE AGREEMENT

This Direct Patient Care Agreement ("Agreement") is made by and between

Top Deck Medical Aesthetics LLC, a Montana limited liability company, located at 109 North Montana Street, Butte, Montana 59701 ("Top Deck"), and

The patient identified on the signature page of this Agreement (the "Patient")

effective as of the date indicated on the signature page of this Agreement.

Background: Top Deck employs or contracts with health care practitioners, including advanced registered Top Deck nurses (APRN's) who specialize in primary care medicine and deliver care on Top Deck's behalf at the address set forth above. In exchange for certain fees paid by the Patient, Top Deck will provide the Patient with the services described in this Agreement through APRN's and other health care providers (collectively, "Practitioners"), and Top Deck's staff, on the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Top Deck Will Provide Services.** In exchange for the Patient's agreement to pay the fees described below, Top Deck will provide the Patient with certain medical and non-medical services (collectively "Services") set forth in Appendix 1, which is incorporated as if fully set forth herein.

2. **Term.** This Agreement shall start on the Effective Date and shall continue for an initial term of 12 months (the "Initial Term"). This Agreement will automatically renew for successive 12-month terms (each a "Successor Term" and, collectively with the Initial Term, a "Term"), on the 1st day of the month after the Initial Term expires unless and until a party terminates the Agreement prior to the expiration of the current Term.

3. **Fees**. During the Term, the Patient agrees to pay Top Deck the fee set forth in Appendix 1 in exchange for Services provided. This fee will become due and payable monthly on the first day of the month following enrollment, as pre-payment for all Services to be provided in the coming month, subject to Top Deck's then-current payment terms and conditions. Top Deck's current payment terms and conditions shall be made available to the Patient on reasonable request.

4. **Non-Participation in Insurance or Medicare.** The Patient acknowledges and agree that:

    a. PAYMENT IS SOLELY THE PATIENT'S RESPONSIBILITY. It is **SOLELY** the Patient's responsibility to pay Top Deck directly for any Services that Top Deck and/or its Practitioner(s) provide to the Patient under this Agreement.

    b. Health Insurance Non-Participation. Neither Top Deck, nor any of the Practitioners, participate in any health insurance plans or with any other third-party payor. Top Deck

will NOT bill or seek reimbursement from Medicare, Medicaid or any health insurance for Services provided to the Patient under this Agreement. The Patient shall be fully and completely responsible for determining whether any health insurance or other HMO plan will reimburse the Patient for fees and charges the Patient pays Top Deck for Services. The Patient will be SOLELY responsible for submitting any claims for reimbursement that he/she may be entitled to from any third-party payor. The Patient agrees not to bill Medicare or Medicaid or attempt to obtain Medicare or Medicaid reimbursement for any such Services.

c. **NEITHER TOP DECK NOR ANY OF THE PRACTITIONERS MAKE ANY REPRESENTATIONS WHATSOEVER THAT ANY FEES THE PATIENT IS REQUIRED TO PAY UNDER THIS AGREEMENT ARE COVERED BY THE PATIENT'S HEALTH INSURANCE OR ANY OTHER THIRD-PARTY PAYOR.**

5. **Insurance or Other Medical Coverage.** The Patient, acknowledges, understands and agrees that this Agreement is NOT a health insurance plan, and not a substitute for health insurance or other health plan coverage (such as membership in an HMO). This Agreement will not cover any services not personally provided by Top Deck or its Practitioners., including but not limited to, services provided by a hospital, ambulatory surgery center or any other facility.

6. **Termination.** Both the Patient and Top Deck shall have the absolute and unconditional right to terminate the Agreement for any reason or no reason. Termination by Top Deck shall be effective upon giving at least 30 days prior written notice to the Patient. Termination by the Patient shall be effective immediately upon written notice. Top Deck may, at its option, deem the Patient to have voluntarily terminated this Agreement immediately on the date the Patient is no longer current on the Patient's monthly payment obligations. If this Agreement is terminated by Top Deck, no fee shall be due following the date termination is effective. If this Agreement is terminated by the Patient, however, the fee shall continue to become due and payable for the remainder of the current Term.

7. **Communications.**

a. Potentially Unsecure Communications. The Patient acknowledges that communications with Top Deck and/or the Practitioner(s) using e-mail, facsimile, video chat, instant messaging and cell phone are not guaranteed to be secure or confidential methods of communication. The Patient further acknowledges and agrees that Top Deck and the Practitioner(s) have advised the Patient against using such communication methods to communicate protected health information that the Patient wishes or expects to keep confidential. As such, the Patient expressly waives any expectation or right the Patient may have that the Practitioner will do more than use reasonable measures to keep confidential the Patient's communications to the Practitioner if communicated using such means of communication. *****The Patient acknowledges that all such communications may become a part of the Patient's medical records.*****

a. Delay. Neither Top Deck nor the Practitioner(s) will be liable to the Patient for any loss, cost, injury or expense caused by, or resulting from, a delay in responding to the

Patient as a result of technical failures, including, but not limited to: (i) technical failures attributable to any internet service provider, (ii) power outages, failure of any electronic software, (iii) failure of Top Deck's or the Practitioners' computers or computer networks, or faulty telephone or cable data transmissions, or (iv) any interception of communications by a third party.

8. Reasonable Access to Care.

a. Reasonable Access to Services. The Patient acknowledges and agrees that Top Deck is contracting with the Patient to provide the Patient reasonable access to the Services described herein, and that it is neither physically nor financially possible for Top Deck and/or the Practitioner(s) to provide unlimited Services to the Patient. The Patient further understands and agrees that there may be times during the term(s) of this Agreement that numerous patients seek the same Services at the same time, and that isolated instances in which Services are not available are not a breach of this Agreement.

b. Scope of Services. The Services covered by this Agreement shall include a maximum of eight (8) visits per month per Patient. Additional visits for Services shall be billed at $30 per visit.

9. Miscellaneous Terms and Conditions.

a. Severability. If for any reason any provision of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

b. Reimbursement for Services Rendered. If this Agreement is held to be invalid for any reason, and if Top Deck is therefore required to refund all or any portion of the fees paid by the Patient, the Patient agrees to pay Top Deck an amount equal to the reasonable value of the Services actually rendered to the Patient during the period of time for which the refunded fees were paid. In exchange for any additional services which are not described herein, the Patient agrees to pay Top Deck directly.

c. Amendment. Except as described below, no amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties.

i. Amendment to Comply with Law or Regulation. Top Deck may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending the Patient thirty (30) days advance written notice of any such change. Any such changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by Top Deck, except that Patient shall initial any such change at Top Deck's request. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly set forth in

this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in this Agreement.

ii. Amendment to Terms and/or Services. Top Deck may, from time to time, propose changes to the terms of this Agreement and/or the Services to be provided pursuant to this Agreement. Top Deck shall propose such changes in writing and provide the proposal to the Patient no less than thirty (30) days before it is proposed to become effective. The Patient may notify Top Deck that the Patient does not agree to such change(s) within ten (10) days of the date stated in the notice. If the Patient does not notify Top Deck within that ten (10) day period, the changes shall be deemed accepted by the Patient and will be effective on the thirty-first (31st) day. If the Patient notifies Top Deck, in writing, within that ten (10) day period that the Patient does not accept the change, the change shall not become effective unless agreed to in writing by the parties.

d. Assignment. This Agreement and any rights the Patient may have under it may not be assigned or transferred by the Patient.

e. Not Construed Against the Drafter**.** This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden or qualify the text.

f. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement.

g. Jurisdiction**.** This Agreement shall be governed and construed under the laws of the State of Montana and the exclusive venue for all disputes arising out of this Agreement shall be in the court of proper venue and jurisdiction for Top Deck's address in Butte, Montana.

h. Service. All written notices are deemed served if sent to the address of the party by first class U.S. mail or by e-mail.

[*signature page follows*]

SIGNATURE PAGE TO PATIENT AGREEMENT

The Patient **DOES** [ ] / **DOES NOT** [ ] (*mark only one*) choose to include telehealth services in the Services.

Signed this ____ day of _____, 20____ (the "Effective Date").

_____

Patient – Signature

_____

Patient – Print Full Name

_____

Patient Mailing Address

_____

Patient E-mail

TOP DECK

_____

By: Jaime Decker
Its: President

Appendix 1
Services and Payment Terms

- This Appendix sets out the medical and non-medical services that Top Deck will provide to the Patient, in exchange for paying the fees.

- This Appendix also sets out services Top Deck WILL NOT provide to the Patient. Please review carefully.

I. **SERVICES INCLUDED.**

A. **Medical Services.** The following Medical Services[1] are included in the Services provided by Top Deck under this Agreement.

1. **Routine office visits**, including for management of acute and chronic conditions.
2. **Same day care**, subject to the availability of Top Deck's Practitioner.
3. **Medication management**, including high blood pressure, COPD, cardiac disease, antibiotic therapy, urinary health, thyroid disease, diabetes, mental health, and asthma.
4. **Gynecological services** including pap-smears, birth control, and STD testing.
5. **Lab work**, including urinalysis testing.
6. **Laceration repair / sutures.**
7. **Imaging services**
8. **Sports physicals**.
9. **Wellness Exam.** An annual "wellness examination and evaluation," which shall be performed by the Practitioner.
10. **Coordination with Specialists.** Top Deck Practitioners shall coordinate and follow up with medical specialists to whom the Patient is referred, or from whom the Patient has otherwise sought care, as medically necessary to assist the Patient in obtaining specialty care. The Patient understands that fees paid under this Agreement do not include, and do not cover, specialists' fees or fees due to any medical professional other than the Top Deck Practitioner.

B. **Non-Medical, Personalized Services.** Top Deck shall also provide the Patient with the following non-medical services ("Non-Medical Services"):

1. **No Wait or Minimal-Wait Appointments**. Every reasonable effort shall be made to assure the Patient is seen by the Practitioner immediately upon arriving for a scheduled office visit or after only a minimal wait. If Practitioner foresees a minimal wait time, the Patient shall be contacted and advised of the projected wait time.
2. **Same Day/Next Day Appointments**. Every reasonable effort shall be made to schedule the Patient's appointment with Practitioner on the same day. If the Patient calls or e-mails the Practitioner after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule the Patient's appointment with the Practitioner on the following normal office day. In any event, however, Top Deck shall make every reasonable effort to schedule an appointment for the Patient on the same day that the request is made.

[1]As used in this Agreement, the term "**Medical Services**" are those medical services the Practitioner is personally licensed to perform under Montana law, and that are consistent with the Practitioner's training and experience as an APRN.

3. **Telehealth Services.** For an additional fee, the Patient shall have reasonable access to the Practitioner via the "Advanced MD" online portal. The Patient shall also have telephonic access (text and voice) to the Practitioner from 7AM to 9PM each day, seven (7) days per week via the "Weave" smartphone application. The Practitioner will use his/her best efforts to answer or return the Patient's call, or respond to the Patient's text message, within a reasonable time. Every reasonable effort shall be made to address the Patient's concerns via telehealth services. Practitioner may, however, request that the Patient come for an office visit when, in Practitioner's clinical judgment, such concerns cannot be easily or adequately addressed via telehealth services.

C. **Coverage during Practitioner absences.** The Practitioner(s) may, from time to time, due to vacations, sick days, and other similar situations, not be available to personally provide the Services to the Patient. Such absences are expected to be short-term. Top Deck will make every effort to arrange for alternate provider coverage but cannot guarantee such coverage. During such times, an alternate provider who is "covering" for the Practitioner during such absence will be available to the Patient to the same extent as the Practitioner would be.

II. SERVICES NOT INCLUDED. The following Services ARE NOT included in the Services provided by Top Deck under this Agreement.

A. **Specialist care**. Other than coordination and follow up with a Top Deck provider, specialist care is not included.

B. **Emergency Care.** The Patient acknowledges and agrees that emergency medical care is outside the scope of the Services Top Deck provides under this Agreement as Top Deck lacks the personnel and/or facilities to provide emergency medical care. Top Deck is not responsible for providing medical care on an emergency basis to the Patient.

C. **Hospital or Nursing Home Care.** The Services provided by Top Deck DO NOT include medical care in the event of the Patient's inpatient or outpatient hospital or nursing home admission.

D. Vanity weight loss management.

E. Narcotics. Notwithstanding the inclusion of Medication Management as a Service, such Service shall not include prescriptions for or management of narcotics.

F. Youth under 16. Except for sports physicals, Services for persons under the age of 16 years old are not included.

G. Obstetrics.

H. Vaccinations.

III. MEMBERSHIP FEES. The Patient shall pay to Top Deck the following membership fees at the beginning of the month for the current month's membership. Any incidental charges

accrued during the preceding month will be added to the monthly statement. The monthly membership fees are as follows:

A. One Patient	$100
B. Two Patients	$100 (first patient) + $75 (second patient)

*Each Patient under 18 years old must have a parent or guardian who is also a Patient.

IV. TELEHEALTH FEE. The Patient, may for an additional $15 monthly fee, access telehealth services provided by Top Deck.