

**SLEEP DOC DIRECT PLLC
MASTER SERVICES AGREEMENT**

This Master Services Agreement (the “Agreement”) is made and entered into by and between Sleep Doc Direct PLLC, a North Carolina professional limited liability company (“Company” or “We”), and “Customer” or “You” on date Customer has signed the Acknowledgement Form “Effective Date”

RECITALS:

- A. The Customer desires to engage the Company to provide professional medical services and consultation for the treatment of respiratory and sleep disorders using home sleep tests.
- B. The Company desires to provide such services to the Customer on the terms and for the compensation set forth herein.

NOW THEREFORE, the parties hereto agree as follows:

1. Engagement. The Customer hereby engages the Company to perform the Services (as defined below) subject to the terms and conditions of this Agreement, and the Company hereby accepts such engagement for and in consideration of the compensation and other benefits hereinafter provided. The Company shall perform its obligations hereunder in compliance with the terms of this Agreement and any and all applicable laws and regulations.

2. Services. Company agrees to render professional medical services and consultation for the treatment of respiratory and sleep disorders which may include home sleep tests under this Agreement (the “Services”).

The manner and means used by the Company to perform the Services desired by the Customer are in the discretion and supervision of the Company. The Company’s Services, and the results thereof, will be performed with and be the product of the highest degree of professional skill and expertise relating to the practice of medicine.

3. Rates for Services. The rates for the performance of the Services pursuant to this Agreement are available on the Company’s website at the following link www.SleepDocDirect.com. The rates set forth do not include any amount for sales, use, excise, or similar taxes that may be imposed by federal, state, or local governments with respect to Services provided pursuant to this Agreement or products sold or used.

4. Term. The term of the Agreement shall commence on the Effective Date and shall continue unless and until terminated by either party upon no less than fifteen (15) days prior written notice to the other party. Furthermore, either party shall have the right to terminate this Agreement immediately in the event the other party files or has filed a petition for bankruptcy, or is determined bankrupt, or if the other party becomes insolvent, or makes an assignment for the benefits of its creditors, or if a receiver is appointed for all or any portion of its business assets. Upon termination of this Agreement, each party within five (5) business days of such termination shall return to the other, all equipment, programs, materials, and other properties (including medical records)

belonging to the other (if any) held by Customer or the Company in connection with the performance of the Services of this Agreement.

5. Independent Contractor Relationship. Company and Customer agree that nothing in this Agreement shall be deemed to create an employment, agency, franchise, joint venture or other relationship between Company and Customer for any purpose. The Company shall act at all times as an independent contractor. Company shall retain the right to perform the same or similar services for others during the term of this Agreement. Customer has no authority to act, to enter into any contract, or to incur any liability on behalf of Company.

6. Indemnification. Customer agrees to indemnify, defend and hold harmless the Company, its owners, members, officers, employees and agents and its insurers, jointly and severally, from and against any and all suits, claims, demands, liabilities, damages, expenses (including, but not limited to, reasonable attorneys' fees), costs, and judgments of any nature whatsoever related to, arising from or attributable to a breach of the Agreement by Customer.

7. Maintaining Confidential Information.

(a) **Company and Client Information.** During the term of this Agreement, Customer may receive or otherwise be exposed to confidential and proprietary information relating to the Company's and its information, technology know-how, data, inventions, developments, plans, business practices, and strategies. Such confidential and proprietary information of the Company (collectively referred to as "Information") may include but not be limited to: (i) confidential and proprietary information supplied to Customer with or without the legend "Confidential" or equivalent; (ii) marketing and customer support strategies, financial information (including revenue, costs, profits and pricing methods), internal organization, employee information, and customer lists; (iii) technology, including inventions, development efforts, data, software, trade secrets, processes, methods, product and know-how and show-how; (iv) all derivatives, improvements, additions, modifications, and enhancements to any of the above, including any such information or material created or developed by Customer under this Agreement; and (v) information of third parties as to which the Company or its client(s) have an obligation of confidentiality.

Customer acknowledges the confidential and secret character of the Information and agrees that the Information is the sole, exclusive and extremely valuable property of the Company and its clients. Accordingly, Customer agrees not to reproduce any of the Information without the applicable prior written consent of the Company, not to use the Information except in the performance of this Agreement, and not to disclose all or any part of the Information in any form to any third party, either during or after the term of this Agreement in perpetuity. Upon termination of this Agreement for any reason, including expiration of term, Customer agrees to cease using and to return to the Company all whole and partial copies and derivatives of the Information, whether in Customer's possession or under Customer's direct or indirect control.

8. Change in Law. In the event there is a change or clarification in law, regulation, or policy by a court or governmental agency with regulatory jurisdiction over the Parties such that any of the terms or provisions of this Agreement could be deemed to be in violation or contravention of applicable law or regulations, or Company's right to compensation for its services will be affected materially and adversely by such changes or clarifications, the Parties agree to take such actions

as may be necessary to modify this Agreement and to do such other things as they deem prudent or necessary to bring the affected provisions or terms into compliance while maintaining the Parties in substantially the same economic position. If the Parties are unable to mutually agree to amend the affected provisions of this Agreement after good faith negotiations, either Party may terminate the Agreement by providing not less than fifteen (15) days advance written notice to the other, it being the express intent of the Parties that this Agreement comply at all times with applicable federal and state laws and regulations. The negotiation period shall be shortened as necessary to prevent either Party from operating in violation of applicable law.

10. Assignment; Benefit. This Agreement is for the personal services of Company and may not be assigned by Customer, by operation of law or otherwise, without the prior written consent of the Company. The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors, and administrators and permitted assigns.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

13. Consent to Forum and Jurisdiction The parties hereby irrevocably consent to the exclusive forum and jurisdiction of the courts of Wake County, North Carolina and the United States District Court for the Eastern District of North Carolina (to the extent such court has subject matter jurisdiction) in connection with any action, suit or other proceeding in connection with, arising out of, or relating to this Agreement, and agree not to assert in any such action, suit, or proceeding that he or it is not personally subject to the jurisdiction of such courts; that the action, suit, or proceeding is brought in an inconvenient forum; or that venue of the action, suit, or proceeding is improper

14. Notices. All notices which it may be necessary or proper for either Company or Customer to give to the other shall be sent by registered or certified mail, postage prepaid with return receipt requested. Notices to the Customer shall be sent to the address on file for Customer.

Notice to Company shall be addressed to:

Sleep Doc Direct PLLC
108 Telluride Trail
Chapel Hill, NC 27514
Attn: Pradeep Ramachandran
Phone: 919-951-7778
Email: support@sleepdocdirect.com

15. Amendments. This Agreement may be altered, amended, modified or superseded only in a writing executed by both of the parties. All exhibits and schedules hereto and any documents and instruments delivered pursuant to any provision hereof are expressly made a part of this Agreement as fully as though completely set forth herein.

16. Force Majeure. The obligations of the Company pursuant to this Agreement shall be excused during any period of delay caused by matters such as strikes, acts of God, shortages of labor, raw material or power, governmental actions or compliance with governmental

requirements, whether voluntary or pursuant to order, or any other matter which is beyond the reasonable control of the Company. In the event of any Force Majeure event that prevents either party from fulfilling its obligations under this Agreement, that party agrees to immediately notify the other in writing, by electronic mail or phone call describing such Force Majeure event.

17. Enforcement, Waiver. No waiver of or failure to exercise any option, right or privilege under the terms of this Agreement by either of the parties on any occasion or occasions shall be construed to be a waiver of the same or of any other option, right or privilege on any other occasion.

18. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter and supersedes all previous agreements between Company and Customer relating to the subject matter of the Agreement.

19. Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Agreement.

20. Counterparts. This Agreement may be executed in counterparts, including by electronic signature, with an executed counterpart to be delivered to the other party. Each such executed counterpart shall be deemed an original but shall constitute one and the same instrument.

21. Attorney's Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

23. Authority to Execute. The parties hereto and the persons executing this Agreement on behalf of the Parties hereto hereby acknowledge their authority to do so. No consent of any other person or entity is required for this Agreement to be valid and binding on all the Parties hereto.

24. Additional Terms of Service. Company and Customer acknowledge and agree that there are additional terms of service that Customer must abide by in accordance with this Agreement. The Additional Terms of Service are contained on Schedule I, attached hereto and incorporated herein by reference, as if fully set out here.

SCHEDULE I

Notice of Privacy Practices; Consent for Treatment, Telehealth Services, and Electronic Communication; and Sleep Doc Direct PLLC Additional Terms of Service.

Notice of Privacy Practices: This notice describes how medical information about Customer may be used and disclosed and how Customer can get access to this information. Please review the information carefully. The Health Insurance Portability & Accountability Act of 1996 (HIPAA) is a federal program that requires that all medical records and other individually identifiable health information used or disclosed by the Company in any form, whether electronically, on paper, or orally, are kept properly confidential. This Act gives Customer, the patient, significant rights to understand and control how your health information is used. HIPAA provides penalties for covered entities that misuse personal information. As required by HIPAA, the Company have prepared this explanation of how the Company is required to maintain the privacy of your health information and how the Company may use and disclose your health information. The Company may use and disclose the Customer's medical records only for each of the following purposes: treatment, payment, and health care operations.

- Treatment means providing, coordinating, or managing health care and related services by one or more health care providers. An example of this would include a physical examination.
- Payment means such activities as obtaining reimbursement for services, confirming coverage, billing or collection activities, and utilizing review. An example of this would be sending a bill for your visit to your insurance company for payment.
- Health care operations include the business aspects of running our practice, such as conducting quality assessment and improvement activities, auditing functions, cost management analysis, and customer service. An example of this would be an internal quality assessment review.

The Company may also create and distribute de-identified health information by removing all references to individually identifiable information. The Company may contact you to provide appointment reminders or information about treatment, or other information related to your health. Any other uses and disclosures will be made only with your written authorization. You may revoke such authorization in writing and we are required to honor and abide by that written request, except to the extent that we have already taken actions relying on your authorization.

You have the rights with respect to your protected health information, which you can exercise by presenting a written request to our office.

- The right to request restrictions on certain uses and disclosures of protected health information, including those related to disclosures to family members, other relatives, close personal friends, or any other person identified by you. We are, however, not required to agree to a requested restriction. If we do agree to a restriction, we must abide by it unless you agree in writing to remove it.
- The right to reasonable requests to receive confidential communications of protected health information from us by alternative means or at alternative locations.

- The right to inspect and copy your protected health information.
- The right to amend your protected health information.
- The right to receive an accounting of disclosures of protected health information.
- The right to obtain a paper copy of this notice from us upon request.

We are required by law to maintain the privacy of your protected health information and to provide you with notice of our legal duties and privacy practices with respect to protected health information. The notice is effective as of January 4, 2021 and we are required to abide by the terms of the Notice of Privacy Practices currently in effect. We reserve the right to change the terms of our Notice of Privacy Practices and to make the new notice provisions effective for all protected health information that we maintain. We will post and you may request a written copy of a revised Notice of Privacy Practices from this office. You have recourse if you feel that your privacy protections have been violated. You have the right to file a written complaint with our office, or with the Department of Health & Human Services, Office of Civil Rights, about violations of the provisions of this notice or the policies and procedures of our office. We will not retaliate against you for filing a complaint.

Consent to Treatment: You consent to consultation and treatment by Sleep Doc Direct PLLC. You understand that you are financially responsible for and guarantee and agree to pay in full all bills or invoices for services provided to you by Sleep Doc Direct PLLC within thirty (30) days of receipt. You authorize that insurance payments may be directed to Sleep Doc Direct PLLC on your behalf. You may be responsible for any non-covered items, co-pays, deductibles, and any other out of pocket expenses related to your care.

Consent to Telehealth: Telehealth, also called telemedicine is a way to visit with your healthcare provider without going to a hospital or a clinic. Visits are more convenient because it allows you to connect with a provider via electronic media from the comfort of your home or work. However this increased convenience comes with some risks, you should understand these risks before proceeding. Some of these risks are listed below.

- The device you use may not be secure, and others who use your device or network may be able to see your health information.
- Technical problems may interrupt the visit before it is done.
- Your healthcare provider cannot see and examine you in person, and this may make it harder for them to correctly diagnose and treat your condition.
- The visit may involve fees that are not covered by your insurance. You should check with your insurance provider before the visit to determine your costs.

Sleep Doc Direct PLLC Home Sleep Test Terms of Service.

You must agree to our Terms and Conditions to use Sleep Doc Direct PLLC Home Sleep Testing and consultation services. By placing an order or making an appointment with Sleep Doc Direct, you are agreeing to and accept the Sleep Doc Direct PLLC Terms of Service.

You are certifying that you are 18 years of age or older, ordering the services (including home sleep test and/or sleep consultation) for yourself or for someone for whom you are legally authorized to do so and are requesting services within our service area. Information about our service area is can be found at our website, SleepDocDirect.com

Refunds: You may cancel at any time up until your appointment to receive a full refund. If you have already had your consultation appointment with the doctor and your home sleep testing equipment has not been shipped, you may receive a refund minus a consultation fee. If your sleep equipment has already been mailed to you, and you decide not to proceed you may receive a refund upon our receipt of the unused equipment minus the consultation fee and shipping and handling fees plus any late penalties you may incur (see below) for not immediately returning the equipment.

Rental Period (for non-disposable tests only): You understand that after you either submit your payment information for the order on SleepDocDirect.com or have a home sleep test ordered by Sleep Doc Direct PLLC, your card will be charged for the home sleep testing service (or copay if you are using insurance). This includes the rental of the home sleep testing device for one night, the scoring of your test data by a physician, the test report that Sleep Doc Direct PLLC provides to you, and the cost of shipping both ways. If you feel that your sleep was not properly recorded, you may call our office at 919-951-7778 before returning the equipment to request to use the device for an additional night provided it does not result in any delays in returning the equipment (See “Late Return Fees” section below). You should carefully watch the instructional video, and any included instructional material. If the home sleep testing equipment is returned without data, you will not receive a refund.

Late Return Fees (for non-disposable tests only): You agree to return the home sleep testing equipment to Sleep Doc Direct PLLC in the prepaid return packaging provided, with a postmark of no more than two (2) business days after the date you received it. Additional delays in returning the home sleep testing device or associated equipment will incur a late fee per day*. If you feel that you may need the device for an additional night because it did not properly record your sleep, you may request an extension by calling our office at 919-951-7778 before the end of your rental period.

Damaged, Missing, or Unreturned Equipment Fees (for non-disposable tests only): Regardless of any extension provided by Sleep Doc Direct PLLC, if we do not receive the home sleep testing equipment within seven (7) days of receipt by you, you will be charged the full replacement value of the equipment. This fee may be refunded to you if you then return the home sleep testing equipment, minus any other Late Return or Damage Fees. You are responsible for the equipment until a tracking number is generated for the prepaid, pre-labeled return box; if it is lost or stolen while in your possession, you are responsible for the full replacement value of the equipment. You agree to return the equipment intact and undamaged; you are responsible for the repair/replacement cost of any damaged/destroyed equipment. If you return the home sleep testing equipment to Sleep Doc Direct, PLLC missing any components (e.g. chest belt, battery compartment cover, oxygen sensor etc.), you will be charged for the replacement value of the component.

Replacement Fee (for disposable tests only): The Night Owl and WatchPAT tests are fully disposable and do not need to be returned to Sleep Doc Direct. You agree that if you lose or damage the device such that it cannot be used and requires replacement you will pay the Replacement Fee.

Non-Use Fee (for disposable tests only): You understand that these tests have associated costs that are billed to insurance. If you do not use the home sleep test as agreed, your insurance cannot be billed for these tests, and you will be financially responsible for the cost. Furthermore, the tests cannot be used by other patients once it has been mailed to you. You agree that if you do not use the test within the agreed-upon time frame of seven days from the date of delivery, your credit card on file will be charged for the Replacement Fee regardless of whether you return the device.

For a complete and updated list of fees, please visit the Company's website at www.sleepdocdirect.com.

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