

Table of Contents

Introduction and Purpose	3
Introduction	3
Purpose	3
Definitions and Interpretations	3
General Interpretations	4
Scope of Services	4
Service Delivery Methods	4
Service Limitations	5
Provider Responsibilities and Obligations	5
Licensure	5
Standards of Care	5
Communication Protocols	5
Patient Rights and Responsibilities	6
Patient Rights	6
Patient Responsibilities	6
Data Privacy and Security	6
Data Handling and Storage	7
Security Measures	7
HIPAA Compliance	7
Fees, Payment, and Billing	7
Payment Methods	7
Insurance Billing	8
Payment Terms	8
Refunds and Cancellations	8
Term and Termination	8
Termination	8
Dispute Resolution and Governing Law	8
Dispute Resolution	9
Governing Law	9
Miscellaneous Provisions	9
Confidentiality	9
Assignment	9
Amendments	9



Force Majeure	10
Entire Agreement	10



Introduction and Purpose

Introduction

This Telemedicine Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company located at 23 Main St, Anytown, CA 90210, USA ("DocuPal"), and Acme, Inc ("ACME-1"), a business with principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Purpose

The purpose of this Agreement is to set forth the terms and conditions under which DocuPal will provide certain telemedicine services to ACME-1. These services include virtual consultations, remote health monitoring, and the issuance of electronic prescriptions, all designed to improve access to healthcare for ACME-1's employees or members. This Agreement details the responsibilities of both parties, ensures compliance with applicable laws and regulations, and protects the privacy and security of patient information. It also outlines the financial arrangements, including payment terms and methods, as well as the conditions for termination and dispute resolution.

Definitions and Interpretations

For the purposes of this Telemedicine Agreement, the following terms shall have the meanings set forth below:

- **Telemedicine** means the use of electronic information and communication technologies by DocuPal Demo, LLC to provide healthcare services to ACME-1 remotely.
- **Virtual Consultation** refers to a real-time interaction between a patient of ACME-1 and a provider of DocuPal Demo, LLC, facilitated through electronic means.
- **Remote Monitoring** refers to the use of electronic devices to collect patient data and transmit that data to a DocuPal Demo, LLC provider for evaluation and management.



- **E-Prescription** refers to the electronic transmission of a prescription from a DocuPal Demo, LLC provider to a pharmacy.
- **HIPAA** refers to the Health Insurance Portability and Accountability Act of 1996, as amended.
- **HITECH Act** refers to the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009.
- **Telehealth** refers to the broader scope of remote healthcare services, encompassing telemedicine and other related activities.

General Interpretations

In this Agreement, unless the context otherwise requires:

- The singular includes the plural and vice versa.
- References to a "person" include any individual, company, corporation, partnership, or other legal entity.
- "Including" means "including without limitation".
- "USD" refers to United States Dollars, the base currency of DocuPal Demo, LLC.

Scope of Services

Docupal Demo, LLC will provide telemedicine services to ACME-1. These services will be delivered using various methods. The services covered under this agreement include general medicine, dermatology, and mental health support.

Service Delivery Methods

We will use video conferencing for real-time consultations. Phone calls will be used for follow-up and simpler issues. Secure messaging will also be available for asynchronous communication.

Service Limitations

The telemedicine services provided by Docupal Demo, LLC have some limitations. We do not offer emergency services through telemedicine. We also do not prescribe controlled substances via telemedicine. ACME-1 employees needing such services should seek in-person care.



Provider Responsibilities and Obligations

DocuPal Demo, LLC, will ensure that all healthcare providers delivering telemedicine services to ACME-1 meet specific requirements. These requirements cover licensure, standards of care, and communication protocols.

Licensure

All providers must hold a valid, unrestricted license to practice medicine in the state where the patient is located during the telemedicine consultation. DocuPal Demo, LLC, will verify each provider's credentials and licensure status before they are permitted to offer services under this Agreement. Providers are responsible for maintaining their licenses in good standing and notifying DocuPal Demo, LLC, immediately of any changes to their licensure status.

Standards of Care

Providers must adhere to the same standards of care as they would in an in-person consultation. This includes conducting appropriate patient evaluations, formulating accurate diagnoses, and developing and implementing suitable treatment plans. Providers must also maintain complete and accurate medical records for all patients seen via telemedicine, in compliance with all applicable laws and regulations.

Communication Protocols

Providers will use secure communication methods when interacting with patients and exchanging confidential information. This includes using secure video conferencing platforms for virtual consultations, encrypted messaging for quick communication, and secure email for transmitting documents. Providers are responsible for ensuring the confidentiality and security of all patient information, in accordance with HIPAA regulations and other relevant privacy laws. They must also respond to patient inquiries in a timely and professional manner.



Patient Rights and Responsibilities

Patient Rights

As a patient utilizing DocuPal Demo, LLC's telemedicine services, you have certain rights. These include the right to:

- Receive clear information about the telemedicine services offered.
- Give informed consent to receive telemedicine services. This consent will be obtained either through a written consent form or documented verbal consent in your medical record.
- Privacy and confidentiality of your medical information as per applicable laws and regulations.

Patient Responsibilities

As a patient, you also have certain responsibilities. These include:

- Protecting your login credentials and ensuring the security of the devices you use to access telemedicine services.
- Providing accurate and complete medical information to DocuPal Demo, LLC's healthcare providers.
- Following the instructions provided by DocuPal Demo, LLC for using the telemedicine technology, including ensuring a stable internet connection.
- Actively participating in your healthcare by asking questions and discussing your concerns with your healthcare provider.
- Understanding that telemedicine services are not a substitute for in-person care in all situations and seeking in-person care when necessary.
- Informing DocuPal Demo, LLC of any technical difficulties experienced during a telemedicine consultation.

Data Privacy and Security

DocuPal Demo, LLC is committed to protecting the privacy and security of patient data. We adhere to all applicable laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA).



Data Handling and Storage

Patient data is stored in a secure, HIPAA-compliant electronic health record (EHR) system. Access to this data is restricted to authorized personnel only. We implement robust access controls to ensure that only those with a legitimate need can view patient information.

Security Measures

We employ industry-standard security measures to protect data from unauthorized access, use, or disclosure. These measures include:

- **Encryption:** All data is encrypted both in transit and at rest.
- **Firewalls:** Firewalls are in place to prevent unauthorized access to our systems.
- **Access Controls:** Strict access controls limit who can access patient data.

HIPAA Compliance

DocuPal Demo, LLC maintains policies and procedures designed to comply with HIPAA regulations. Our employees receive regular training on HIPAA requirements and data privacy best practices. We continuously monitor and update our security measures to address evolving threats and vulnerabilities.

Fees, Payment, and Billing

DocuPal Demo, LLC will provide telemedicine services to ACME-1 based on the fees outlined in this section. ACME-1 agrees to pay all applicable fees for services rendered.

Payment Methods

We accept payments via credit card, debit card, and insurance.

Insurance Billing

DocuPal Demo, LLC will submit claims to the patient's insurance company on their behalf. ACME-1 is responsible for providing accurate insurance information. Reimbursement will depend on the patient's insurance coverage and plan details.



Any portion not covered by insurance will be the responsibility of ACME-1.

Payment Terms

Payment is due upon receipt of the invoice. Invoices will be sent electronically to ACME-1's designated contact. Late payments may be subject to interest charges as permitted by law.

Refunds and Cancellations

Refunds may be issued for services not rendered. Cancellations must be made within the specified timeframe to avoid charges. Specific cancellation policies will be provided upon service booking.

Term and Termination

This Telemedicine Agreement will begin on August 9, 2025 and continue for one year. After the initial one-year term, the agreement will automatically renew. Renewal terms will be for subsequent one-year periods.

Termination

Either party may terminate this agreement if the other party materially breaches the agreement. Termination is also permitted if either party fails to comply with applicable laws or regulations. Termination requires thirty (30) days written notice to the other party. This agreement may also be terminated by mutual written agreement of both Docupal Demo, LLC and ACME-1.

Dispute Resolution and Governing Law

Dispute Resolution

DocuPal Demo, LLC and ACME-1 agree to resolve any disputes arising from this Telemedicine Agreement through good-faith negotiations. If negotiation fails, both parties agree to first attempt to resolve the dispute through mediation. Should



mediation not succeed, the parties may then proceed to binding arbitration. For support and escalation, ACME-1 should initially contact DocuPal Demo, LLC's customer support. Further legal avenues are available if necessary.

Governing Law

This Telemedicine Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Both DocuPal Demo, LLC and ACME-1 consent to the jurisdiction of Delaware courts for any legal proceedings arising from this agreement.

Miscellaneous Provisions

Confidentiality

Both Docupal Demo, LLC, and ACME-1 agree to keep all non-public information confidential. This includes, but is not limited to, proprietary information, trade secrets, and patient data. This obligation survives the termination of this Agreement.

Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, except in the event of a merger, acquisition, or sale of substantially all of its assets.

Amendments

This Agreement may be amended only by a written instrument signed by authorized representatives of both Docupal Demo, LLC, and ACME-1.

Force Majeure

Docupal Demo, LLC will not be liable for any failure to perform its obligations under this Agreement if such failure is caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, or government regulation. In such cases, Docupal Demo, LLC will make reasonable efforts to provide alternative services or issue refunds as appropriate.



Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC, and ACME-1, relating to the subject matter herein, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written.

