

TELEHEALTH SERVICES AGREEMENT

This Telehealth Services Agreement (this “Agreement”) is entered into effective as of July 22nd, 2025 (the “Effective Date”), by and between _____, a _____ corporation with a principal place of business at [Insert COMPANY Address] (“COMPANY”), and RomoDoc, LLC, a Wyoming limited liability company with a principal place of business at 5401 W Kennedy Blvd Suite 100, Tampa, Florida 33609 (“ROMO”). Each may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, COMPANY operates a telehealth platform providing virtual healthcare services to patients and seeks to engage ROMO, a Friendly Professional Corporation (PC) telehealth provider access platform, to facilitate access to licensed medical professionals for virtual consultations;

WHEREAS, ROMO maintains a network of medical professionals, each duly licensed and in good standing in their respective states, who are qualified to provide medical consultations and evaluations via synchronous and asynchronous telehealth modalities in compliance with applicable state and federal laws;

WHEREAS, ROMO employs proprietary telehealth technologies and processes to connect patients with medical professionals, ensuring compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), state privacy laws, and other regulatory standards;

WHEREAS, the Parties intend to collaborate to deliver high-quality telehealth services through COMPANY’s platform, with ROMO providing access to its network of medical professionals and COMPANY facilitating patient access, billing, and platform operations;

WHEREAS, all medical professionals in ROMO’s network exercise independent professional judgment in rendering medical services, and their evaluations and treatment recommendations remain subject to medical privilege, HIPAA, and other applicable healthcare laws;

WHEREAS, ROMO assigns to COMPANY the limited right to collect payments from patients for telehealth services provided by ROMO’s medical professionals, in exchange for agreed-upon compensation as set forth herein;

WHEREAS, the Parties acknowledge the evolving regulatory landscape for telehealth, including federal and state licensure requirements, Medicare/Medicaid reimbursement policies, and prescribing regulations, and agree to comply with all applicable laws as of the Effective Date and throughout the Term;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated into and form a material part of this Agreement as if fully set forth herein.

2. ENGAGEMENT OF SERVICES

2.1 Scope of Services. ROMO shall provide COMPANY with access to its network of medical professionals, each licensed and in good standing in the state where the patient is located at the time of service (“Covered Services”). Covered Services include virtual medical consultations and evaluations via synchronous (real-time) and asynchronous (store-and-forward) telehealth modalities, as permitted by applicable law.

2.2 Technology and Facilitation. ROMO shall utilize its proprietary telehealth technologies and processes to facilitate patient-provider interactions, ensuring compliance with HIPAA, state privacy laws, and cybersecurity standards. ROMO shall verify the licensure and credentials of its medical professionals and ensure their availability to meet patient demand.

2.3 Independent Judgment. All medical professionals in ROMO’s network shall exercise independent professional judgment in rendering Covered Services. Neither COMPANY nor ROMO shall influence or control the medical decisions, diagnoses, or treatment recommendations of these professionals.

2.4 Non-Exclusivity. ROMO’s engagement is non-exclusive, and ROMO may provide similar services to other entities, provided such services do not violate this Agreement or applicable laws.

3. LICENSURE AND COMPLIANCE

3.1 State Licensure. ROMO shall ensure that each medical professional providing Covered Services is licensed and in good standing in the state where the patient is located at the time of service, in compliance with state medical board requirements and, where applicable, the Interstate Medical Licensure Compact (IMLC) or other licensure compacts.

3.2 Cross-State Practice. In the event a patient is located in a state where no ROMO medical professional is licensed, ROMO shall have no obligation to facilitate Covered Services unless and until a licensed professional is available. COMPANY acknowledges that cross-state telehealth practice is subject to state-specific regulations, and both Parties shall comply with such requirements.

3.3 Federal Compliance. The Parties shall comply with all applicable federal laws, including but not limited to HIPAA, the Americans with Disabilities Act (ADA), Section 1557 of the Affordable Care Act, and Drug Enforcement Administration (DEA) regulations for prescribing controlled substances via telehealth.

3.4 Informed Consent. ROMO shall obtain and document patient informed consent for telehealth services, including risks, benefits, and alternatives, in accordance with state-specific requirements and CMS guidelines. COMPANY shall provide patients with clear disclosures regarding telehealth services, including privacy and security risks.

3.5 Accessibility. ROMO and COMPANY shall ensure that telehealth services are accessible to patients with disabilities, providing reasonable accommodations such as auxiliary aids and services (e.g., captions, screen readers) in compliance with Section 504 of the Rehabilitation Act and the ADA.

4. REPRESENTATIONS AND WARRANTIES

4.1 ROMO's Representations. ROMO represents and warrants that, as of the Effective Date and throughout the Term: (a) It has the authority to enter into this Agreement; (b) Its medical professionals hold valid licenses and are in good standing in the states where they provide Covered Services; (c) It maintains compliance with HIPAA, state privacy laws, and cybersecurity standards, including encrypted communication and data storage systems; (d) It has not been excluded from participation in any federal healthcare program (e.g., Medicare, Medicaid) and has no history of licensure violations.

4.2 COMPANY's Representations. COMPANY represents and warrants that, as of the Effective Date and throughout the Term: (a) It has the authority to enter into this Agreement and operate its telehealth platform; (b) It maintains all necessary licenses, permits, and registrations to provide telehealth services in the states where it operates; (c) Its platform complies with HIPAA, state privacy laws, and accessibility requirements under the ADA; (d) It has not been excluded from federal healthcare programs and has no history of licensure or accreditation violations.

5. PAYMENT AND BILLING

5.1 Compensation. COMPANY shall pay ROMO the fees for Covered Services as set forth in **Addendum A**, within seven (7) calendar days of receipt of ROMO's monthly invoice for services rendered in the prior month. Fees are pass-through payments from patients and not payments for patient referrals, in compliance with anti-kickback laws.

5.2 Billing Assignment. ROMO assigns to COMPANY the limited right to collect payments from patients or their guardians for Covered Services. COMPANY shall act as ROMO's billing agent, remitting collected fees to ROMO as specified in **Addendum A**, regardless of whether COMPANY receives payment from patients, insurers, or other sources.

5.3 Anti-Fraud Measures. Both Parties shall implement policies to prevent fraudulent billing practices, including verification of patient identity and compliance with Medicare/Medicaid billing requirements. Any suspected fraud shall be reported to the appropriate authorities.

6. CONFIDENTIALITY AND DATA SECURITY

6.1 HIPAA Compliance. The Parties shall comply with HIPAA Privacy, Security, and Breach Notification Rules, maintaining the confidentiality, integrity, and availability of protected health information (PHI). No business associate relationship exists between the Parties, as each maintains independent HIPAA compliance obligations.

6.2 Cybersecurity. ROMO and COMPANY shall use encrypted, HIPAA-compliant telehealth platforms and implement risk analyses, user authentication, and secure communication protocols. Both Parties shall maintain up-to-date software patches and conduct annual security assessments.

6.3 Confidential Information. Each Party shall protect the other's confidential information, including trade secrets, provider lists, and business plans, and shall not disclose such information without prior written consent, except as required by law. This obligation survives termination of the Agreement.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall commence on the Effective Date and continue for an initial term of one (1) year ("Initial Term"). Thereafter, it shall automatically renew for additional one (1) year terms ("Renewal Terms") unless terminated as provided herein. The Initial Term and Renewal Terms collectively constitute the "Term."

7.2 Non-Renewal. Either Party may elect not to renew by providing written notice at least sixty (60) calendar days prior to the next Renewal Date.

7.3 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party: (a) Engages in conduct that violates medical professional standards or jeopardizes licensure/accreditation; (b) Materially damages the goodwill or business of the other Party; (c) Fails to pay amounts due under Addendum A, with a ten (10) day cure period after written notice; (d) Breaches HIPAA, anti-kickback laws, or other material regulatory requirements, with a twenty (20) day cure period where applicable.

7.4 Effect of Termination. Upon termination, COMPANY shall pay all outstanding fees due to ROMO within seven (7) days. Both Parties shall return or destroy the other's confidential information, except for patient records, which ROMO shall retain in accordance with Section 8.

8. PATIENT RECORDS

8.1 Ownership. All medical records of patients receiving Covered Services shall be owned and maintained by ROMO in compliance with HIPAA and state record retention laws. Records include all clinical documentation, whether used in consultations or not.

8.2 COMPANY's Obligations. COMPANY shall promptly provide ROMO with any patient records it receives and notify ROMO of any patient-requested changes to records. COMPANY shall maintain records in a HIPAA-compliant manner during the Term.

9. INSURANCE AND INDEMNIFICATION

9.1 Insurance. COMPANY shall maintain general liability insurance with minimum coverage of \$1,000,000 per occurrence and \$3,000,000 aggregate, naming ROMO as an additional insured. ROMO shall maintain professional malpractice insurance for its medical professionals, with coverage limits consistent with industry standards.

9.2 Indemnification by COMPANY. COMPANY shall indemnify, defend, and hold harmless ROMO and its affiliates from any third-party claims arising from: (a) COMPANY's material breach of this Agreement; (b) COMPANY's provision of telehealth services; (c) COMPANY's gross negligence or willful misconduct; (d) COMPANY's violation of HIPAA or other regulatory requirements.

9.3 Indemnification by ROMO. ROMO shall indemnify, defend, and hold harmless COMPANY and its affiliates from any third-party claims arising from: (a) ROMO's material breach of this Agreement; (b) The delivery of Covered Services by ROMO's medical professionals; (c) ROMO's gross negligence or willful misconduct; (d) ROMO's violation of HIPAA or other regulatory requirements.

9.4 Survival. This Section 9 shall survive termination of the Agreement.

10. NON-SOLICITATION AND NON-DISPARAGEMENT

10.1 Non-Solicitation. During the Term and for two (2) years after termination, neither Party shall solicit the other's employees, contractors, or medical professionals, or interfere with the other's business relationships, except through general solicitations (e.g., job postings).

10.2 Non-Disparagement. Neither Party shall, during the Term or for three (3) years after termination, make statements harmful to the other's business or reputation, except as required by legal process. This Section survives termination.

11. REGULATORY COMPLIANCE ADDITIONS

11.1 DEA Prescribing Rules. ROMO's medical professionals shall comply with DEA regulations for prescribing controlled substances via telehealth, including any requirements for in-person evaluations, as extended through November 2025 or modified thereafter.

11.2 Medicare/Medicaid Flexibilities. The Parties acknowledge that Medicare telehealth flexibilities, including payment parity and home-based services, are extended through September 30, 2025. Both Parties shall adapt to any changes in CMS policies post-expiration.

11.3 Anti-Kickback Compliance. The compensation structure in Addendum A is designed to comply with federal and state anti-kickback statutes. Neither Party shall offer or accept remuneration for patient referrals.

11.4 Business Associate Agreements. If COMPANY engages third-party vendors with access to PHI, COMPANY shall ensure such vendors execute HIPAA-compliant Business Associate Agreements (BAAs). ROMO shall similarly ensure BAAs with its technology vendors.

12. GENERAL PROVISIONS

12.1 Notices. Notices shall be in writing and delivered by personal delivery, overnight courier, certified mail, or email with confirmation. Notices to COMPANY shall be sent to [Insert COMPANY Address and Email]. Notices to ROMO shall be sent to 5401 W Kennedy Blvd Suite 100, Tampa, Florida 33609, and help@romodoc.com.

12.2 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida. Any disputes shall be resolved in the state courts of Florida, with venue in Hillsborough County. The Parties agree to attempt mediation before initiating litigation.

12.3 Entire Agreement. This Agreement, including Addendum A, constitutes the entire agreement between the Parties, superseding all prior agreements or understandings.

12.4 Amendments. This Agreement may be amended only by a written instrument signed by both Parties.

12.5 Severability. If any provision is deemed invalid, the remaining provisions shall remain in effect.

12.6 Assignment. Neither Party may assign this Agreement without the other's written consent, except in connection with a merger or acquisition.

12.7 Counterparts. This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

RomoDoc, LLC

By: _____

Name: _____

Title: _____

[COMPANY Name]

By: _____

Name: _____

Title: _____

ADDENDUM A: COMPENSATION SCHEDULE

Asynchronous Visits: \$30

Synchronous Visits \$50

Follow up Visits \$15