

# TexasMed Healthcare Solutions

Membership Agreement



*Welcome to TexasMed!*

## TexasMed Membership Form

<b>Member Name:</b>	
<b>Member Address:</b>	
<b>Member Primary Contact Email:</b>	
<b>Member Primary Contact Phone Number:</b>	
<b>Business Name:</b>	
<b>Start Date:</b>	
<b>Term:</b>	Month-to-Month
<b>Premises:</b>	1400 North Coit Road, Suites 302, McKinney, Texas 75071
<b>Telehealth Monthly Membership Fee:</b>	\$200
<b>Payment Method:</b>	Stripe online payments or ACH

The terms above in this Membership Form ("Membership Form"), together with the attached TexasMed Membership and Space Rental Agreement ("Agreement"), TexasMed Global Privacy Policy ("Privacy Policy"), TexasMed Community Guidelines ("Community Guidelines"), TexasMed Business Associate Agreement ("Business Associate Agreement") and TexasMed COVID-19 Screening Policy ("COVID-19 Screening Policy"), collectively this "TexasMed Membership Agreement") shall constitute a single agreement which shall be binding upon the Member and TexasMed. In the event of any conflict between the Membership Form and the attached Agreement, this Membership Form shall govern and control. This TexasMed Membership Agreement will be effective when signed by both parties.

**Member:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**TexasMed Entity: Core McKinney 1 LLC**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

# TexasMed Membership and Space Rental Agreement

This MEMBERSHIP AND SPACE RENTAL AGREEMENT (“Agreement”) is made effective on \_\_\_\_\_ (the “Agreement Date”), by and between TexasMed, d/b/a Core McKinney 1 LLC, a Texas limited liability company (hereinafter “TexasMed”, “TexasMed Suites”, “we”, “us” or “our”), and \_\_\_\_\_ (hereinafter “Member”, “Practice”, “you” or “your”).

## TexasMed Suites Membership Terms and Conditions

1. **Definitions.** Capitalized terms used herein and not otherwise defined are set forth in the **Membership Form** of this Agreement.

2. **Terms and Conditions.** These Terms and Conditions (the “Terms and Conditions”) describe your rights and obligations in connection with your receipt and use of the services provided by TexasMed Suites in connection with your TexasMed Membership or other services specified herein (the “Services”, as further described below). By using the Services, you are agreeing to abide by and be bound by these Terms and Conditions.

“Services” do not include, and TexasMed will not be liable for, the provision of products or services by third parties (“Third Party Services”) that you may elect to purchase. Third Party Services are provided solely by the applicable third party (“Third Party Service Providers”) and pursuant to separate arrangements between you and the applicable Third Party Service Providers. These Third Party Service Providers’ terms and conditions will control with respect to the relevant Third Party Services unless this Agreement specifies otherwise.

We reserve the right, from time to time, to make modifications, deletions or additions to these Terms and Conditions. TexasMed will provide you with notice of any changes to these Terms and Conditions or to Services that apply to you, either by emailing you the changes at the last email address provided by you in your profile or by posting a notice on the TexasMed Suites Website available at [www.txmdhealth.com](http://www.txmdhealth.com). Changes will be effective immediately upon receipt or publishing of notice. If you don’t agree to the changes, you may cancel your TexasMed Membership at any time but note that there are no refunds for early cancellation.

3. **Membership.** TexasMed Membership offers the following

- a. Option to purchase available rooms on a daily basis;
- b. Ability to book as many rooms as you need. Hourly or daily charge per room applicable;
- c. Use of on-site office supplies if available;
- d. Use of on-site medical supplies if available;
- e. Mail handling services;
- f. No long-term commitment, cancellable at any time. We require an active membership to use the Premises;
- g. Ability to use multiple locations if available

4. **Membership Fees.** If you are a telemedicine practitioner and would like to use TexasMed as your business address as well have mail / packaging services, there is a \$200 monthly fee. Separately, there is a fee for booking each room in the Premises. By entering into this Agreement and providing your payment information, you acknowledge and agree that the payment method provided by you will be automatically charged for exam room fees and any other amounts you may incur or be liable for (including for damages caused to any of our Premises or property) in connection with the Services.

5. **Payments.** Fees for booking exam rooms will be charged immediately for rooms booked within a seven day period. Pricing for each exam room will be listed on the website and the membership account portal when booking. Pricing is subject to change and will be updated on the website and membership account portal accordingly. There

are no refunds within a seven day period. Payments can be made by ACH or credit card. There is no processing fee for ACH and there is a 3.5% processing fee for credit card. Services will be suspended until all outstanding fees are paid in full and TexasMed reserves the right to assess interest on any outstanding balances at a rate of one percent (1%) per month until paid in full. Funds received will be applied to balances that are in arrears first. Once past balances are paid in full, any remaining portion of the funds will be applied to current fees. The fees applicable to your account may be subject to modification from time to time, and such modifications will become effective immediately. You may at any time cancel your account as set forth below if you do not agree to any modified fees. Fees shall include any applicable taxes due on applicable Services provided by TexasMed.

6. **Membership Deposit.** On the Agreement Date, you will pay TexasMed the Security Deposit, as set forth on the **Membership Form**, which we will hold to secure your obligations under this Agreement. The Security Deposit is not intended to be an advance payment of any fees. In the event you owe us other fees, you may not rely on deducting them from the Security Deposit, but must pay them separately in accordance with this Agreement. The Security Deposit will be returned to you no later than thirty (30) days following the termination of this Agreement, subject to the complete satisfaction of your obligations under this Agreement.

7. **Refunds.** Members can cancel or change any booking up until seven days before the booking date. All bookings for exam rooms are non-refundable within a seven day period.

8. **Term.** This Agreement will be effective when signed by both parties; provided, however, we have no obligations to provide you with the Services until the date on which payment of your Security Deposit have cleared. Unless otherwise set forth in this Agreement, this Agreement shall continue on a month-to-month basis (any term after the Initial Term, a "Renewal Term"). The Initial Term and all subsequent Renewal Terms shall constitute the "Term".

9. **Membership Restrictions.** Your TexasMed Membership, to the extent applicable, is specific to you. You cannot add additional members to your Membership or share your Membership credentials with any other individual.

10. **Rules and Regulations.** The Rules and Regulations of the Premises on which you receive or use Services are hereby incorporated into these Terms and Conditions. Rules and Regulations may be revised from time to time. In general, we expect that you will not perform any activity that is reasonably likely to be disruptive, damaging or dangerous to us, our employees or agents, other members, any guests or any other third parties or any pets or property of any of the foregoing. If you have questions about the guidelines for any of our Premises, please submit a request at [support@txmdhealth.com](mailto:support@txmdhealth.com).

11. **Security.** You may be required to present a valid, government-issued photo identification in order to gain access to our Premises. For security purposes, we may regularly record via video certain areas of our Premises. If we deem it reasonably necessary, we may disclose information about you to satisfy applicable law, rule, regulation, legal process or government request, or to protect us, our members, or other individuals, or any of our or their property. It is your obligation to notify any of your guests about this policy.

12. **Mail Service.** Subject to availability, you may elect to receive mail and packages at the Premise. If you have done so, we will accept mail and deliveries on your behalf during such Premises' Regular Business Hours on such Premises' Regular Business Days. We have no obligation to store such mail or packages for more than thirty (30) days of our receipt or if we receive mail or packages after you terminate your TexasMed Membership. This feature is meant to allow you to accept business correspondence from time to time. It is not meant for an address for the receipt of merchandise or personal goods. As such, we have no obligation to accept bulk or oversized mail or packages. Subject to availability, we will also provide a forwarding mail service, if requested, for an additional fee (plus mail carrier services) to an address provided by you.

13. **Personal Property on Premises.** If you use the Premises frequently, we will provide on-site storage lockers for your personal property if desired, however, we are not responsible for any property you leave behind in any of our Premises including property stored in storage lockers. It is your responsibility to ensure that you have retrieved

all of your personal items prior to leaving the Premises for the day. Prior to the termination or expiration of your TexasMed Membership, you must remove all of your property from all TexasMed Suites Premises. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in any of our Premises, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible for paying any fees reasonably incurred by us regarding such removal.

14. **Damage.** You may be held liable (and do hereby authorize us to charge you) for the repair cost for all damage to our Premises and items therein caused by you or your guests or invitees.

15. **Common Areas.** Common spaces in our Premises are to be accessed by you, and to the extent we permit, your guests, starting from the time immediately prior to your reserved time in the Premises and ending at the time immediately following your reserved time in the Premises. Common spaces are for temporary use and not as a place for continuous, everyday work.

16. **Internet Access; Technology; Security Risks.** You acknowledge that you have no expectation of privacy with respect to TexasMed Suites' internet connection, networks, telecommunications systems or information processing systems (including any stored computer files, email messages and voice messages), and your activity and any files or messages on or using any of those devices or systems may be monitored at any time without notice, including for security reasons and to ensure compliance with our policies, regardless of whether such activity occurs on equipment owned by you or us.

17. **No Pets.** No pets are allowed on Premises. If found to have pets on Premises, you will be responsible for any damages or required cleaning and/or disinfecting, as determined in TexasMed's sole discretion.

18. **Interactions with other Members and Individuals on Premises.** We do not control and are not responsible for the actions of other members or any other third parties. If a dispute arises between members or their invitees, guests, or vendors we shall have no responsibility or obligation to participate, mediate or indemnify any party for any damages. We do not perform background checks on our users or members nor do we guarantee that our users' or members' profiles are accurate. We do not endorse, support or verify the facts, opinions or recommendations of our users or members.

19. **Account Termination.** If you fail, or if we determine, in our sole discretion, that you have failed, to comply with any of the provisions of the Terms and Conditions in this Agreement, or at any other time when we in our reasonable discretion see fit to do so, we may, at our sole discretion, restrict your access to your Membership and the Services and/or terminate your Membership with immediate effect and possibly without prior notice to you. In addition, we may decline to renew your Membership for any or all Services at the end of your Term for any reason or for no reason. We may also at any time terminate your TexasMed Membership. You can cancel your account at any time, by submitting a request at [support@txmdhealth.com](mailto:support@txmdhealth.com). Please note that if your individual Membership was created by a company, (a) an authorized representative of such company may at any time terminate your individual account by contacting us, and (b) we may terminate your account, even if the company's account remains active, and even if you continue to be employed or engaged by such company. Cancellation will be effective immediately upon our receipt of notice of cancellation. You will remain liable for past due amounts, and we may exercise our rights to collect due payment, despite termination or expiration of your TexasMed Membership. Sections 4 and 5 (to the extent any payment amounts are outstanding), 9, 13, 16 and all other provisions of these Terms and Conditions reasonably expected to survive the termination or expiration of this Agreement will survive termination of this Agreement.

20. **Waiver and Release of Claims.** To the extent permitted by law, you, on your own behalf and on behalf of your employees, agents, guests and invitees, waive any and all claims and rights against us and our landlords at the Premises and our affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, the "TexasMed Parties") resulting from injury or damage to, or destruction, theft, or loss of, any property, or person ("Claims") and release the TexasMed Parties from any such Claims.

21. **Limitation of Liability.** To the extent permitted by law, the aggregate monetary liability of any of the TexasMed Parties to you or your employees, agents, guests or invitees for any reason and for all causes of action, whether in contract, tort, breach of statutory duty, or other legal or equitable theory will not exceed the total amounts paid by you to us under this Agreement for the product or service from which the claim arose in the three (3) months prior to the claim arising. None of the TexasMed Parties will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption, or for the cost of any substitute goods, services or technology. You acknowledge and agree that you may not commence any action or proceeding against any of the TexasMed Parties, whether in contract, tort, breach of statutory duty, or other legal or equitable theory, unless the action, suit, or proceeding is commenced within one (1) year of the cause of action's accrual. For the avoidance of doubt, nothing in this Agreement will exclude our liability for any breach of any implied terms which cannot lawfully be excluded.

22. **Disclaimer of Warranties and Implied Terms.** The Services are provided "AS IS". To the extent permitted by law, we disclaim all warranties and terms, express or implied, with respect to the Services, including warranties, terms or representations as to the availability, operation, performance and/or use of our Services, or any other materials on or accessed via the Services, including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, terms or indemnification arising from course of dealing, course of performance or usage in trade.

23. **Permits and Licenses for use of Premises.** Member possesses, and will during the term of this Agreement possess, all licenses, permits, certificates, approvals, consents, accreditations and other authorizations (collectively, "Permits"), necessary (i) to operate the Practice and (ii) to furnish services eligible for reimbursement by contracted third-party payers.

24. **Insurance.** Member agrees to secure and maintain during the term of this Agreement, at no expense to TexasMed Suites, policies of comprehensive and general liability, medical malpractice and professional liability and worker's compensation coverage, with such carriers and in such types and amounts as TexasMed Suites may reasonably require and as required at a minimum by state and/or federal regulations, insuring Member, its employees, agents and subcontractors (as applicable), against any claim or claims for damages arising as a result of injury to property or person, including death, occasioned directly or indirectly in connection with the performance of medical services contemplated by this Agreement and/or the maintenance of facilities and equipment. In no event shall the liability coverage of such policies be less than \$100,000.00 per claim, with a minimum annual aggregate of not less than \$300,000.00. Prior to execution of this Agreement, and at any time subsequently upon request, Member shall provide TexasMed with evidence of said coverage. Member shall provide, or shall require the carrier(s) to provide, TexasMed Suites with ninety (90) days prior written notice of any suspensions, cancellations of, or modifications in the coverage effecting compliance with the financial responsibility requirements. In the event of such cancellation and/or termination, TexasMed Suites may terminate this Agreement effective immediately upon Member's receipt of written notice from TexasMed Suites.

25. **Indemnification.** From and after the Agreement Date, Member and Member Affiliates shall defend and hold harmless TexasMed Suites, its affiliates and their respective equity holders, directors, managers, officers, agents, employees, representatives, successors and assigns (collectively, the "TexasMed Indemnitees"), from and against all demands, suits, claims, proceedings, actions or causes of action, investigations, assessments, losses, damages, liabilities, settlements, fines, penalties, and forfeitures and taxes, and reasonable costs and expenses incident thereto including interest, penalties, costs of settlement and reasonable attorneys', accountants', investigators', and experts' fees, expenses and disbursements (collectively, the "Indemnity Losses" and individually an "Indemnity Loss") asserted against, suffered or incurred by any TexasMed Indemnitee arising out of, resulting from or relating to: (a) any inaccuracy in, misrepresentation in or breach of the representations and warranties of Member or Member Affiliates set forth in this Agreement or any certificate executed and delivered in connection with this Agreement; provided, however, that, if any such representation or warranty is qualified by the term "material", "material adverse effect" or any similar qualifications, then such representation or warranty shall be construed as if such qualification were not included therein for purposes of determining the existence of an Indemnity Loss, (b) any breach by Member or any

Member Affiliate of or the failure of Member or any Member Affiliate to comply with or perform any of their covenants or obligations contained in this Agreement, and/or (c) the operation of the Practice.

26. **No Assignment.** You may not transfer or otherwise assign this Agreement or any interest therein, nor may you permit any part of the Premises to be used by others via occupancy agreement, sublicense agreement or otherwise, unless TexasMed, in writing, consent, which consent shall be in our sole and absolute discretion. Such consent, once obtained, shall not be a waiver of this covenant in its future application. TexasMed may assign this Agreement or any interest therein without the prior written consent of Member.

27. **Surrender of Space.** Upon expiration, revocation, or early termination of this Agreement, you shall restore the Space to the condition existing prior to the Agreement Date, normal wear and tear excepted. If you fail to timely remove all of your property from the Space the same may be deemed abandoned; or, at our option, may be removed by us and stored for a reasonable time, at your expense. Notwithstanding anything herein to the contrary, you shall indemnify us for and hold us harmless from and against any and all damages, including consequential damages, suffered by us arising from your failure to vacate and remove your property from the Space upon the expiration, revocation or early termination of this Agreement. Time is of the essence with respect to your obligations hereunder.

28. **Relationship of the Parties.** The whole of the Premises remains our property. We are giving you a limited license to use the Premises and in connection therewith we shall provide the Services to you. Notwithstanding anything in this Agreement to the contrary, you and we agree that our relationship is not that of landlord-tenant or lessor-lessee and this Agreement in no way shall be construed as to grant you or any Member any title, easement, lien or related rights in our business, the Premises or anything contained in or on the Premises. This Agreement creates no tenancy interest, leasehold estate, or other real property interest, it being expressly acknowledged and agreed that this Agreement merely grants to company a license to enter upon and use the Premises in accordance with the terms and conditions hereof. The parties hereto shall each be independent contractors in the performance of their obligations under this Agreement, and this Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose. Neither party will in any way misrepresent our relationship.

29. **No Agreement Regarding Referrals.** Nothing in this Agreement may be construed to require either party to refer patients to the other party. No rent or other fee in this Agreement takes into account the volume or value of any referrals or the potential for any referrals. Nothing in this Agreement, whether written or oral, nor any consideration in connection herewith, contemplates or requires the referral of any patient by us to you or by you to us or others. This Agreement is not intended to influence the judgment of any physician or entity in determining what is appropriate for the proper care and treatment of your patients. No physician or entity shall receive any compensation or remuneration for referrals, if any, to either party hereto. You hereby support a patient's right to make treatment decision regarding their care and who provides such care. You understand that you are solely responsible for compliance with any applicable health care laws regarding fraud, waste and abuse, and patient privacy. Further, you are solely responsible for ensuring this Agreement does not conflict with any other Agreement you are currently under, including, but not limited to, third-party payor agreements, governmental payor enrollments, private insurance agreements, or vendor agreements.

30. **Notices.** Any and all notices under this Agreement will be given via email, and will be effective on the first business day after being sent. All notices will be sent via email to the email addresses specified in this Agreement, except as otherwise provided in this Agreement. Notices to TexasMed Suites shall be sent via email to the following address: support@txmdhealth.com. Either party may designate different parties to receive notices on their behalf by sending notice to the other party.

31. **Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent possible permitted by law.

32. **Receptionist.** When available, TexasMed will have a receptionist on-site between 8:00AM – 5:00PM Monday-Friday to ensure the comfort of you and your patients. Services include greeting your patients upon arrival, providing general information, and keeping the facility clean. Services does not include scheduling, patient forms, contacting insurance companies, or entering in patient data. TexasMed can help you connect with third party companies who provide these services upon request. On the weekends, there may not be a receptionist on-site depending on availability.
33. **Changes to the Agreement.** Changes to membership and overage fees, will be governed by Section 4 and 5 of this Agreement and changes to the Rules and Regulations will be governed by Section 10 of this Agreement. With respect to other sections of this Agreement, we may from time to time to time add, delete or amend the list of Services with reasonable advance notice to you, provided that such deletions or amendments shall not reduce the Services other than to a de minimis extent.
34. **Subordination.** This Agreement is subject and subordinate to the Lease and to any supplemental documentation and other agreements to which the Lease is subject to or subordinate. However, the foregoing does not imply any sublease or other similar relationship involving an interest in real property. For purposes of this Agreement, “Lease” means that agreement pursuant to which TexasMed Suites has its leasehold interest(s) in the Premises. This clause shall be self-operative and no further instrument of subordination need be required
35. **Headings; Interpretation.** The headings in this Agreement are for convenience only and are not to be used to interpret or construe any provision of this Agreement. Any use of “including,” “for example” or “such as” in this Agreement shall be read as being followed by “without limitation” where appropriate.
36. **Authority.** By signing this Agreement, you represent to us that the person signing this Agreement has the proper authority to execute this Agreement on behalf of the respective company in the **Membership Form** and incur the obligations described in this Agreement on behalf of such company.
37. **Waiver.** No failure or delay by a party to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power or remedy hereunder shall constitute a waiver of the same or any other term of this Agreement or preclude such party from enforcing or exercising the same or any such other term, conditions, covenant, right, power or remedy at any later time.
38. **Choice of Law; Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Texas without regard to such state’s conflicts of laws principles. The parties hereby submit to the exclusive jurisdiction of the Federal courts sitting in Dallas County in the State of Texas or of the state courts of such County and State.
39. **Execution, Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same instrument. An electronically transmitted (e.g., a .pdf file) or facsimile of a signature will have the same legal effect as an originally drawn signature.
40. **Entire Agreement.** This Agreement, including the Terms and Conditions, the Terms of Service, the TexasMed Global Privacy Policy, the TexasMed Community Guidelines, the TexasMed Business Associate Agreement and the TexasMed Suites COVID-19 Screening Policy contains the entire agreement of the parties hereto and neither you nor any agent or representative of yours has made or is making, and you, in executing and delivering this Agreement, are not relying upon any warranties, representations, promises or statements whatsoever. No waiver or modification of any provision of this TexasMed Membership Agreement shall be effective unless expressed in writing and signed by all parties hereto or as otherwise permitted herein.



## TexasMed Community Guidelines

All terms used in these Community Guidelines shall have the same meaning as terms defined in the Agreement to which these Community Guidelines are attached, unless otherwise specified herein.

1. Member shall comply with all laws pertaining to Member's use of Space, including, without limitation, Laws pertaining to the delivery of any item or performance of any service, and Laws pertaining to compliance with any Permits.
2. Member shall obtain and maintain in good standing all Permits required for Member's use of the Space, including, without limitation, Permits pertaining to:
  - a. Use, storage and disposal of pharmaceuticals and medical supplies;
  - b. Storage and disposal of biomedical and other hazardous waste.
3. Member shall immediately notify TexasMed if Member violates or fails to comply with any Rule in these Community Guidelines.
4. Member shall not rely on any action or inaction by TexasMed to fulfill Member's obligation to comply with applicable Laws or Permits.
5. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed by members or used by any Member for purposes other than ingress and egress to and from their respective space and for going from one to another part of the Premises.
6. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by a member or its agents, employees or invitees, shall be paid by such member.
7. No signs, advertisements or notices (other than those that are not visible outside Member's Space) shall be painted or affixed on or to any windows or doors or other part of the Premises without the prior written consent of TexasMed.
8. TexasMed shall provide all door locks in each member's space and no member shall place any additional door locks in its leased premises without TexasMed's prior written consent. TexasMed shall furnish to each member a reasonable number of keys to such member's space and no member shall make a duplicate thereof.
9. Movement in or out of the Premises of furniture or office equipment, or dispatch or receipt by members of any bulky material, merchandise or materials which require use of elevators or stairways, or movement through the Premises entrances or lobby shall be conducted under TexasMed's supervision at such times and in such a manner as TexasMed may reasonably require. Each member assumes all risks of and shall be liable for all damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of TexasMed if damaged or injured as a result of acts in connection with carrying out this service for such member.
10. TexasMed may prescribe weight limitations and determine the locations for safes and other heavy equipment or items, which shall in all cases be placed in the Premises so as to distribute weight in a manner acceptable to TexasMed which may include the use of such supporting devices as TexasMed may require. All

damages to the Premises caused by the installation or removal of any property of a member, or done by a member's property while in the Premises, shall be repaired at the expense of such member.

11. Corridor doors, when not in use, shall be kept closed. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals (other than ADA compliant service animals) shall be brought into or kept in, on or about any member's space. No portion of any member's space shall at any time be used or occupied as sleeping or lodging quarters.
12. Member shall not make or permit any vibration or improper, objectionable or unpleasant noises or odors in the Premises or otherwise interfere in any way with other members or persons having business with them.
13. No machinery of any kind (other than normal office equipment) shall be operated by any member on its space without TexasMed's prior written consent, nor shall any member use or keep in the Premises any flammable or explosive fluid or substance (other than typical office supplies [e.g., photocopier toner] used in compliance with all Laws).
14. TexasMed will not be responsible for lost or stolen personal property, money or jewelry from Member's Space or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.
15. No vending or dispensing machines of any kind may be maintained in any member's space without the prior written permission of TexasMed, other than those used for Member's employees.
16. Member shall not conduct any activity on or about the Premises which will draw pickets, demonstrators, or the like.
17. No member may enter into phone rooms, electrical rooms, mechanical rooms, or other service areas of the Premises unless accompanied by TexasMed or the Premises manager.
18. Member shall not permit its employees, invitees or guests to smoke in the Premises or the lobbies, passages, corridors, elevators, vending rooms, rest rooms, stairways or any other area shared in common with other members in the Premises. Nor shall Member permit its employees, invitees, or guests to loiter at the Premises entrances for the purposes of smoking.
19. Canvassing, soliciting or peddling in or about the Premises is prohibited and Member shall cooperate to prevent same.
20. The Premises shall not be used for any use that is disreputable or may draw protests.

# TexasMed Global Privacy Policy

## INTRODUCTION

TexasMed (referred to herein as “we,” “us,” and “our”) is committed to protecting the privacy and security of the personal information we receive and collect from you. We also believe in transparency, and we are committed to informing you about how we treat your personal information.

This Website Privacy Policy (the “Policy”), together with our Terms of Service posted on the website, apply to our online interfaces and properties (e.g. websites and mobile applications) owned and controlled by TexasMed including, but not limited to, the <https://www.txmdhealth.com> website (the “Site”). This Policy describes the ways in which we use and share (1) personal information that users, visitors, and customers (“you” or “your”) provide to us when using the Site, and (2) certain information about you that is automatically collected when you access or use the Site. This Policy also describes certain rights and options that you may have with regard to your personal information.

This Policy does **not** apply to (1) information collected by us offline, or (2) information collected through any third party (including our affiliates and subsidiaries) and any third party application, website, or content (including advertising) that may link to or be accessible from or on the Site.

**PLEASE READ THIS POLICY CAREFULLY TO UNDERSTAND HOW WE TREAT YOUR PERSONAL INFORMATION. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS POLICY, YOU SHOULD NOT ACCESS OR USE THE WEBSITE.**

**BY USING, ACCESSING, VISITING, OR REGISTERING WITH THE SITE, OR BY SUBMITTING YOUR INFORMATION THROUGH IT, YOU CONSENT TO THIS POLICY AND TO OUR COLLECTION AND SHARING OF YOUR INFORMATION IN ACCORDANCE WITH THE TERMS OF THIS POLICY.**

## WHAT INFORMATION DO WE COLLECT?

We may collect and process the following personal information from you for the purposes set forth below:

Category	Types of Data and Purpose
Contact Information	When you visit the Site, request our services, or purchase products from us we may ask you for your name, address, telephone number, email address, or other contact details in order to respond to your request or inquiry.
User Account Information	In order to access and use certain features of the Site, you must first complete a registration. When you create an account or register with us, we collect your contact information, other identity information (e.g., age, date of birth), other demographic information (location), username and password, and other registration information, including payment information. You may update your account information by editing the information associated with your account.
Location Information	When you use the Site, we may collect information about your use of the Site, including your interaction with advertising and analytics services on the Site, in order to (a) serve you the content and functionality you request, and (b) maintain the privacy and security of the Site and services. Location information collected may include your Internet Protocol (IP) address or unique device identifier.
Cookies and Similar Technologies	Please see the Cookies and Similar Technologies section of this Policy below. If you choose to disable cookies and similar technologies, some areas and features of the Site may not work properly.

Automated Information	When you visit our Site, we automatically collect information from your browser or your mobile device, which includes the date and time of your visit, your Internet Protocol (IP) address or unique device identifier, domain server, your browser type, cookies and data about which pages you visit in order to allow us to operate and provide the Site and our services. This information is used to understand how you interact with the Site and to provide you with advertising and a more personalized experience. To learn more about our collection of technical data, please see the Cookies and Similar Technologies section of this Policy below.
Email Interconnectivity	If you receive email communications from us, we may use certain tools to capture data related to if/when you open our message and if/when you click on any links or banners it contains. Other information collected through this email tracking feature includes: your email address, the date and time of your “click” on the email, a message number, the name of the list from which the message was sent, a tracking URL number, and a destination page. We use this information to enhance our marketing efforts. We do not sell or distribute this information to third parties.
Feedback / Support / Inquiries	If you provide us with feedback or contact us for support or to ask us questions, we will collect your name, address, telephone number, email address, and other information needed to respond to your feedback, or request for support, or to answer your question.
Mailing List	When you sign up to be a Member, we will include you on the TexasMed mailing list. You may request removal from our mailing list(s) and we will remove you from the mailing list(s) within five days of our receipt of your request.
Your Communications	When you communicate with us, we may retain your communications in order to process and respond to them, as well as to improve our services. We may use your email address to communicate with you about our services or send you periodic emails. If at any time you would like to unsubscribe from receiving future emails, you may unsubscribe at the bottom of each email.
Financial and Payment Information	If you choose to purchase goods or services from us, we may collect your name, address, telephone number, bank account number, bank routing information, and other data necessary to process payments, including credit card numbers, security codes, expiration dates, and other related billing information. By submitting your payment card information, you expressly consent to the sharing of your information with third-party payment processors and other third-party services (including but not limited to vendors who provide fraud detection services to us and other third parties).
Third Party Information	In addition to the information that we collect from you directly, we may also receive information about you from other sources, including third parties, business partners, our affiliates, or publicly-available sources.

### COOKIES AND SIMILAR TECHNOLOGIES

A “cookie” is a small file created by a web server that can be stored on a user’s device for use either during a particular browsing session (a “session” cookie) or a future browsing session (a “persistent” cookie). This file may include information about your internet protocol (IP) addresses, browser type, internet service provider (ISP), URLs of any referring or exited webpages, operating system, and/or date and time stamps.

We may use cookies to enable certain website functions, develop web browsing analytics, store and track your preferences, and enable the delivery of advertising and marketing, when applicable. For example, we may track the number of “hits” or visits to the Site, the most popular times of day and sections visited, and the range of devices and browsers most commonly used to view the Site.

## First-Party Cookies

First-party cookies are set by the website you are visiting, and they can only be read by that site. Certain features of our Site may use session, permanent, and flash cookies.

“Session” cookies are temporarily stored on your hard drive and only last until they expire at the end of your browsing session or after a set time period. “Permanent” cookies remain stored on a user’s hard drive until they expire or are deleted by a user. Local stored objects (or “flash” cookies) are used to collect and store information about your preferences and navigation to, from, and on a website. Flash cookies are not managed by the same browser settings as browser cookies. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website at: <https://www.macromedia.com/support/documentation/en/flashplayer/help/help09.html>

## Third Party Cookies

You also may encounter third party cookies on the Site. Third Party Cookies are cookies that are stored on your web browser by a party other than us and may gather browsing activity (such as information you have entered or choices you have made) across numerous websites that you visit and across numerous browsing sessions. These cookies also help us to improve how the Site and services function and perform, to customize your interaction with the Site, and to provide more relevant messaging and marketing communications to you. We may be currently using third party cookies to track and analyze usage. If you wish to delete Third Party Cookies, you should adjust your browser settings as described in the “CHOICES ABOUT HOW WE USE AND DISCLOSE YOUR INFORMATION” section of this Policy.

We may use a Twitter Tweet widget (Twitter Button and Twitter Syndication) at the Site. As a result, our website makes requests to Twitter’s servers for you to be able to tweet our webpages using your Twitter account. These requests may make your IP address, browser type, operating system, hardware type, internet service provider, pages visited, location, your mobile carrier, and device information (including device and application IDs) visible to Twitter, who may use it in accordance with their data privacy policy: <https://twitter.com/en/privacy#update>.

The Site may also use features provided by YouTube. As a result, when you visit a page with content embedded from or linked to YouTube, you are presented with cookies from YouTube. To view YouTube’s privacy policy, visit <https://policies.google.com/privacy?hl=en>.

The Site may use the ShareThis and/or AddThis social media cookies to allow you to share content from our Websites across your social networks such as Facebook, LinkedIn, Twitter and others. If you browse the internet while signed into a social network, that network may have the ability to collect information about the websites you are visiting, including ours. To view ShareThis' privacy policy, visit <https://www.sharethis.com/privacy/>. To view Addthis' privacy policy, visit <http://www.addthis.com/privacy/privacy-policy>.

We feature Facebook Connect, which gives you the option to post information about your activities to your profile page to share with others within your network by using a single sign-in service to authenticate your identity. You may learn more about Facebook Connect by visiting <https://www.facebook.com/policy.php>, where you can also find instructions for opting out of receiving advertisements.]

We may use LinkedIn Widgets on the Site to allow you to share content from our Site on your LinkedIn account. LinkedIn’s privacy policy is available at <https://www.linkedin.com/legal/privacy-policy>.

We may use other third party cookies in addition to those expressly listed above. If you would like more detailed information about first party and third party cookies in use on or related to this Site, please contact us.

## What similar technologies are in use and why do we use them?

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Like most websites, as you navigate through and interact with the Site, we may passively collect information about your browsing activities using cookies and other automatic data collection technologies, such as Internet tags, web beacons (clear gifs., pixel tags, and single-pixel gifs), and navigational data collection (log files, server logs, etc.) in order to improve website functionality and analytics.

- Web beacons: These are tiny graphics (sometimes called “clear GIFs” or “web pixels”) with unique identifiers that are used to understand browsing activity. In contrast to cookies, which are stored on a user’s computer hard drive, web beacons are rendered invisible on web pages when you open a page.
- Social Widgets: These are buttons or icons provided by third-party social media providers that allow you to interact with social media services when you view a web page or mobile app screen. These social widgets may collect browsing data, which may be received by the third party that provided the widget and are controlled by third parties.
- UTM Codes: These are strings that can appear in a URL (the “Uniform Resource Locator,” which is typically the http or https address entered to go to a web page) when a user moves from one web page or website to another, where the string can represent information about browsing, such as which advertisement, page, or publisher sent the user to the receiving website.

The aggregate data collected by these passive technologies typically does not target any personally identifying information, but personal information we store about you may be linked to information stored in and obtained from cookies in order to improve our marketing, analytics, or website functionality.

### Google Analytics and Similar Technologies

We may use Google Analytics and similar technologies to collect and process statistical data about the number of people using the Site and to better understand how they find and use our webpages. This does not necessarily include personally identifiable information. Any data collected is used in accordance with our Policy and Google’s privacy policy. You may learn more about Google Analytics and the performance and ad tracking cookies used by Google by visiting <https://www.google.com/policies/privacy/partners/> or <https://policies.google.com/technologies/ads?hl=en> as well as Google’s restrictions on data use by visiting the Google Privacy Policy at: <https://www.google.com/policies/privacy>. To opt-out of Google Analytics, visit <https://tools.google.com/dlpage/gaoptout> and install the opt-out browser add-on feature. For more details, visit the “Google Analytics opt-out browser add-on” page (located at <https://support.google.com/analytics/answer/181881?hl=en>). Google Analytics has certified compliance with the EU-US Privacy Shield Framework set forth by the U.S. Department of Commerce.

### Other Third Party Technologies

Some third parties may use automated data collection technologies to collect information about you when you when you browse the Internet. The information they collect about your online browsing activities over time and across different websites and other online services may be associated with your personal information and used to provide you with targeted content. We do not control these third parties’ technologies or how they may be used. If you have any questions about targeted content, you should contact the responsible party directly or consult their privacy policies.

### Choices About Cookies

We provide you with choices regarding the personal information you provide to us, and we have created ways to give you control over our use of your information. Most web browsers are set by default to accept cookies. If you do not wish to receive cookies, you may set your browser to refuse all or some types of cookies or to alert you when cookies are being sent by website tracking technologies and advertising. Note that, if you decline the use of cookies, you may not have access to the full benefits of the Site.

**HOW WE USE YOUR INFORMATION**

We collect and use the types of personal information listed above in an effort to improve your experience on the Site, to provide services to you, and to communicate with you about the information you have requested. We may also use personal information to help us develop and improve the Site and our services. Additionally, we may use your personal information in the following ways:

- To provide you with the products or services you have requested and to manage our relationship with you, including administering your account, processing payments, accounting, auditing, billing and collection and taking other steps necessary to the performance of our business relationship with you;
- To present and improve the Site’s content and functionality;
- To personalize your experience (your information helps us to better respond to your individual needs);
- To improve customer service (your information helps us to more effectively respond to your customer service requests and support needs);
- To respond to your inquiries;
- To determine user interests, needs, and preferences;
- To provide notice of changes to the Site or the services and products we offer or provide through it;
- To deliver services and products to you and honor our Terms of Use listed on the website with you;
- To conduct research and analysis;
- To develop new products and services;
- To manage and maintain the security of the Site and our services;
- To administer a contest, promotion, survey or other site feature (we may periodically run a contest, sweepstakes, or survey relating to the Site. When we run a contest or sweepstakes relating to the Site, it will be accompanied by a set of rules. The rules for each contest/sweepstakes will specify how the information gathered from you for entry will be used and disclosed);
- To market our services and products to you but only if you have given us permission to do so;
- To send periodic emails or text messages including information and updates pertaining to your order. We will also use your contact information to respond to your requests or inquiries.

**SHARING AND DISCLOSING OF YOUR PERSONAL INFORMATION**

We may share your information in the following contexts:

Category	Disclosure Contexts
Subsidiaries and Acquisitions	We may share your personal information with our corporate subsidiaries and affiliates and with their respective officers, directors, employees, accountants, attorneys and agents. In addition, we may disclose your personal information in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our company assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us about the Site’s users is among the assets transferred. For example, if another company acquires us, we will share your personal information with that company.

Disclosures With or Without Your Consent	We may disclose your personal information in response to subpoenas, warrants, court orders or other legal process, or to comply with relevant laws. We may also share your personal information in order to establish or exercise our legal rights, to defend against a legal claim, to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, safety of person or property or a violation of our Terms of Service.
Public	Some areas of our Websites may offer forums or provide the opportunity for users to post comments or reviews in a public forum. Please remember that any information that is disclosed in these areas becomes public information, and you should exercise caution when deciding to disclose your personal information.  If you decide to submit your personal information in these areas, you do so at your own risk and acknowledge that the information will be publically-available. The information you submit, including personal information will be stored as User Information and Support.
Service Providers	We may share your personal information with our service providers that need access to your information to provide operational or other support services on our behalf. Among other things, service providers may help us to administer the Website, support our provision of services requested by you; provide technical support; send marketing, promotions and communications to you about our services; provide payment processing; and assist with other legitimate purposes permitted by law.
Aggregated Data	We may disclose aggregated information about our users, and information that does not identify any specific individual, such as groupings of demographic data and customer preferences, for new product and marketing development.

**HOW LONG DO WE STORE YOUR PERSONAL INFORMATION?**

We will retain your personal information as needed to fulfill the purposes for which it was collected. We will retain and use your personal information as long as necessary to comply with our business requirements and legal obligations, to resolve disputes, to protect our assets, to provide our services, and to enforce our agreements.

When we, in our sole discretion, believe we no longer have a purpose to retain your personal information, we will securely destroy your personal information in accordance with applicable law and our policies. We take reasonable steps to delete the personal information we collect if you ask us to delete your information, unless we determine that doing so would violate our existing, legitimate legal, regulatory, dispute resolution, contractual, or similar obligations. To the extent permitted by law, we may retain and use anonymous and aggregated information for performance reporting, benchmarking, and analytic purposes and for product and service improvement.

**HOW DO WE PROTECT YOUR INFORMATION?**

We have put in place reasonable and appropriate security measures to protect the personal information that you share with us from being accidentally lost, used, altered, or disclosed or accessed in an unauthorized manner. From time to time, we review our security procedures to consider appropriate new technology and methods.

While our security measures seek to protect your personal information in our possession, no security system is perfect, and no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, we cannot guarantee or warrant the security of any information you transmit to or from our Site, and you do so at your own risk. We cannot promise that your personal information will remain



absolutely secure in all circumstances. We are not responsible for circumvention of any privacy settings or security measures we provide.

The safety and security of your personal information also depends on you. Where you use a password for access to restricted parts of the Site, you are responsible for keeping the password confidential. Do not share your password with anyone.

## **RIGHTS AND CHOICES ABOUT HOW WE USE AND DISCLOSE YOUR INFORMATION**

Please use the Contact Us details at the end of this Policy to exercise your rights and choices under this Policy. If you would like to manage, change, limit, or delete your personal information or if you no longer want to receive any email, postal mail, or telephone contact from us or our affiliates in the future, such requests may be submitted via the Contact Us details at the end of this Policy.

Email Opt-Out. If you no longer wish to receive communications from us via email, you may opt-out by contacting us and providing your full name, mailing address, phone number, and email address so that we may identify you in the opt-out process. Once we receive your instruction, we will promptly take corrective action.

Cookies. As discussed above, you can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies, please note that some parts of the Site may then be inaccessible or not function properly.

Disclosure of Your Information for Third-Party Advertising. We do not share your personal information with unaffiliated third parties for promotional purposes.

Updating Your Personal Information. If any of the personal information you have provided to us changes, please let us know. For instance, if your email address changes, you may wish to cancel any request you have made of us; or, if you become aware of inaccurate personal information about you, you may use the “Contact Us” details provided at the end of this Policy to update your information. We are not responsible for any losses arising from any inaccurate, inauthentic, deficient or incomplete personal data that you provide to us.

Right of Access. If required by law, upon request, we will grant reasonable access to the personal information that we hold about you.

Right to Object. In certain circumstances, if permitted under applicable law, you have the right to object to processing of your personal information and to ask us to erase or restrict our use of your personal information. If you would like us to stop using your personal information, please contact us, and we will let you know if we are able to agree to your request.

Right to Erasure and Deletion of Your Personal Information. You may have a legal right to request that we delete your personal information when it is no longer necessary for the purposes for which it was collected, or when, among other things, your personal information has been unlawfully processed. All deletion requests should be sent to the address noted in the Contact Us section of this Policy. If you would like us to delete your personal information, please contact us, and we will let you know if we are able to agree to your request.

We may decide to delete your personal information if we believe it is incomplete, inaccurate, or that our continued storage of your personal information is contrary to our legal obligations or business objectives. When we delete personal information, it will be removed from our active servers and databases and the Site; but, it may remain in our archives when it is not practical or possible to delete it. We may also retain your personal information as needed to comply with our legal obligations, resolve disputes, or enforce any agreements.

Right to Withdraw Consent. If you have provided your consent to the collection, processing, and transfer of your personal information, you may have the right to fully or partially withdraw your consent. To withdraw your

consent, please notify us using the information in the Contact Us section of this Policy. Once we have received notice that you have withdrawn your consent, in whole or in part, we will no longer process your information for the purpose(s) to which you originally consented and have since withdrawn unless there are compelling legitimate grounds for further processing that override your interests, rights and freedoms or for the establishment, exercise or defense of legal claims. Withdrawal of consent to receive marketing communications will not affect the processing of personal information for the provision of our services.

Online Tracking. We do not currently recognize browser settings or signals of tracking preferences, which may include “Do Not Track” instructions. “Do Not Track” is a web browser setting that seeks to disable the tracking of individual users’ browsing activities. We adhere to the standards set out in this Policy and do not currently respond to “Do Not Track” signals on the Site or on third-party websites or online services where we may collect information.

### **THIRD PARTY SITES**

This Policy is applicable only to the Site, and it does not apply to any third party websites.

The Site may contain links to, and media and other content from, third-party websites. These links are to external websites and third parties with which we have no relationship. Because of the dynamic media capabilities of the Site, it may not be clear to you which links are to the Site and which are to external, third party websites. If you click on an embedded third-party link, you will be redirected away from the Site to the external third-party website. You can check the URL to confirm that you have left this Site.

We cannot and do not (i) guarantee the adequacy of the privacy and security practices employed by or the content and media provided by any third parties or their websites, (ii) control third parties’ independent collection or use or your personal information, or (iii) endorse any third party information, products, services or websites that may be reached through embedded links on this Site.

Any personal information provided by you or automatically collected from you by a third party will be governed by that party’s privacy policy and terms of use. If you are unsure whether a website is controlled, affiliated, or managed by us, you should review the privacy policy and practices applicable to each linked website.

### **CHILDREN’S ONLINE PRIVACY PROTECTION ACT COMPLIANCE**

We are committed to protecting the privacy of children. The Children’s Online Privacy Protection Act (“COPPA”), as well as other data privacy regulations, restrict the collection, use, or disclosure of personal information from and about children on the Internet. Our Site, products, and services are not directed to children under the age of 18, nor is information knowingly collected from children under the age of 18. No one under the age of 18 may access, browse, or use the Site or provide any information to or on the Site. If you are under 18, please do not use or provide any information on the Site (including, for example, your name, telephone number, email address, and username). If we learn that we have collected or received personal information from a child under the age of 18 without a parent’s or legal guardian’s consent, we will take steps to stop collecting that information and delete it. If you believe we might have any information from or about a child under the age of 18, please contact us using the contact information provided below.

For more information about COPPA, please visit the Federal Trade Commission's website at: <https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection-rule>.

### **UPDATES AND CHANGES TO THIS POLICY**

We reserve the right, at any time and without notice, to add to, change, update, or modify this Privacy Policy to reflect any changes to the way in which we treat your personal information or in response to changes in law. Should this Policy change, we will post all changes we make to this Policy on this page. Any such changes, updates or modifications

shall be effective immediately upon posting on the Site. The date on which this policy was last modified is identified at the beginning of this Policy.

You are expected to, and you acknowledge and agree that it is your responsibility to, carefully review this Policy prior to using the Site, and from time to time, so you are aware of any changes. Your continued use of the Site after the “Last Modified” date will constitute your acceptance of and agreement to such changes and to our collection and sharing of your personal information according to the terms of the then-current Policy. If you do not agree with this Policy and our practices, do not access, view, or use any part of the Site.

### **CONTACT US**

For more information, or if you have any questions regarding this Privacy Policy, wish to exercise your rights, or wish to lodge a complaint with us, you may contact us using the information below, and we will do our best to assist you. Please note, if your communication is sensitive, you may wish to contact us by postal mail or email.

**In Writing:** TexasMed Healthcare Solutions; 1400 N. Coit Road, Suite 302, McKinney, Texas 75071

**By Email:** [support@txmdhealth.com](mailto:support@txmdhealth.com)

## TexasMed Business Associate Agreement

The BUSINESS ASSOCIATE AGREEMENT (hereinafter known as this “Business Associate Agreement”) is made as of the Agreement Date set forth in the Membership Form (hereinafter known as “Effective Date”), by and among the entity or individual identified as the Member on the Membership Form (hereinafter known as “Company” or “Covered Entity”) and TexasMed, d/b/a Core McKinney 1 LLC, a Texas limited liability company (hereinafter known as “Contractor” or “Business Associate”). Covered Entity and Business Associate shall individually be known herein as “a Party” and collectively be known herein as “the Parties”.

### RECITALS

- A. The Parties have entered into the TexasMed Membership Agreement to which this Business Associate Agreement is attached, pursuant to which the Parties are entering this Agreement, and which is effective simultaneously herewith.
- B. Covered Entity is a healthcare or wellness practitioner who is identified on the Membership Form;
- C. Business Associate is engaged in the business of providing services to health care providers who are “Members” pursuant to Membership Agreements similar in nature to the TexasMed Membership Agreement. Such services include providing reception personnel and services to health care providers who have entered into agreements similar to the TexasMed Membership Agreement;
- D. The nature of the anticipated or existing contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”), including all pertinent regulations issued by the Department of Health and Human Services (“HHS”); and
- E. Covered Entity and Business Associate are entering into this Business Associate Agreement in order for both parties to meet the relevant requirements of HIPAA as amended by HITECH, along with any accompanying regulations, under which Company is a “Covered Entity” and Contractor is a “Business Associate” of a Covered Entity (as defined in HIPAA). If and to the extent that Contractor is not a Business Associate (as defined in HIPAA), this Business Associate Agreement shall have no effect.

### AGREEMENT

In consideration and with acknowledgment of the Recitals and defined terms therein and mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

- A. **Definitions.** Terms used herein have the same meaning as they have in the HIPAA Privacy and Security Rules found in 45 CFR Parts 160, Subparts A and C, and Parts 164, Subparts A and E., as amended by HITECH and future changes made by Congressional Act or by regulation of the Secretary of HHS.
- B. **Obligations and Activities of Business Associate.** Business Associate agrees to not use or disclose PHI other than as permitted or required by this Business Associate Agreement or as required by law.
  - 1. Business Associate agrees to employ administrative, physical, and technical safeguards meeting required Security Standards of Subpart C of 45 CFR Part 164 for business associates as required by law to prevent disclosure or use of PHI other than as allow by this Business Associate Agreement.

2. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI held by Business Associate in violation of the requirements of this Business Associate Agreement.
  3. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Business Associate Agreement of which it becomes aware.
  4. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created, received, or transmitted by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to PHI.
  5. Business Associate agrees, at the request of Covered Entity, to provide Covered Entity (or a designate of Covered Entity) access to PHI in a Designated Record Set in prompt commercially reasonable manner in order to meet the requirements under 45 CFR §164.524.
  6. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, in a prompt and commercially reasonable manner.
  7. Business Associate agrees to make internal practices, books, and records, including PHI and policies and procedures, relating to the use and disclosure of PHI received from, or created, received or transmitted by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary (including official representatives of the Secretary), in a prompt commercially reasonable manner for purposes of determining Covered Entity's compliance with the Privacy Rule.
  8. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
  9. Business Associate agrees to provide to Covered Entity or an Individual, in a prompt commercially reasonable manner, information collected in accordance with this Business Associate Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- C. **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose PHI, as follows:
1. On behalf of Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
  2. Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- D. **Obligations of Covered Entity.**

1. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
4. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Nothing in this paragraph shall restrict the ability of Business Associate to use or disclose PHI as set forth in paragraph C.2. herein.

**E. Term and Termination.** The Term of this Business Associate Agreement shall be effective as of the Effective Date, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

1. **Termination for Cause.** Upon one Party's knowledge of a material breach by the other Party, the non-breaching Party shall either:
  - i. Provide an opportunity for the breaching Party to cure the breach or end the violation and terminate this Business Associate Agreement if the breaching Party does not cure the breach or end the violation within the time specified by the non-breaching Party;
  - ii. Immediately terminate this Business Associate Agreement if the breaching Party has breached a material term of this Business Associate Agreement and cure is not possible; or
  - iii. If neither termination nor cure are feasible, the non-breaching Party shall report the violation to the Secretary.
2. **Termination Simultaneous with Termination of the TexasMed Membership Agreement.** This Business Associate Agreement shall immediately terminate upon the effective date of the termination of the TexasMed Membership Agreement.
3. **Effect of Termination.**
  - i. Except as provided in paragraph E.3.ii. of this Section, upon termination of this Business Associate Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Except as provided in paragraph E.3.ii. of this Section Business Associate shall retain no copies of the PHI.

- ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
- 4. **Survival.** The obligations of Business Associate under this Section shall survive the termination of this Business Associate Agreement.
- F. **State Law.** If state law applicable to the relationship between Business Associate and Covered Entity contains additional or more stringent requirements than federal law for Business Associates regarding any aspect of PHI privacy, then Business Associate agrees to comply with the higher standard contained in applicable state law.
- G. **Modification.** This Business Associate Agreement may only be modified through a writing signed by the Parties and, thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA including all pertinent regulations issued by HHS.
- H. **Notice to Covered Entity.** Any notice required under this Business Associate Agreement to be given Covered Entity shall be made in writing and sent via email to [support@txmdhealth.com](mailto:support@txmdhealth.com).
- I. **Notice to Business Associate.** Any notice required under this Business Associate Agreement to be given Business Associate shall be made in writing to the address set forth in the Membership Form.

## TexasMed Suites Covid-19 Screening Policy

Each Member and Member Affiliate (collectively, “Member”) shall screen all of such Member’s patients, guests or invitees (collectively, “Invitees”), for COVID-19 (“COVID-19 Screening”), prior to, and upon entry to, the Premises, and denying access to the Premises to any Invitee who does not pass such screening. COVID-19 Screening shall consist of, at a minimum, the taking of the Invitee’s temperature and completion of a form that includes at least the following questions (the “Screening Questions”):

1. Have you experienced any of the following symptoms in the past 48 hours: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea?
2. Within the past 14 days, have you been in close physical contact (6 feet or closer for at least 15 minutes) with a person who is known to have laboratory-confirmed COVID-19 or with anyone who has any symptoms consistent with COVID-19?
3. Are you isolating or quarantining because you may have been exposed to a person with COVID-19 or are worried that you may be sick with COVID-19?
4. Are you currently waiting on the results of a COVID-19 test?

If the Invitee has a temperature equal to or greater than 99.9 degrees Fahrenheit, or answers “Yes” to any of the Screening Questions, then Member shall not allow the Invitee to have access to the Premises.

Member shall bear sole responsibility for the provision of Member Devices and for maintaining all Member Devices in good repair and working order, as well as the accuracy and effectiveness of such Member Devices.

Reception Screening Services will not be provided during Regular CLINIC Hours when Member is present on the Premises.

Without limiting the terms of the Member Agreement, Member shall indemnify and hold harmless TexasMed from and against any and all claims, liabilities, damages and expenses, including reasonable attorneys’ fees, resulting from any act or omission related to or arising out of the provision of Reception Screening Services.

All capitalized terms herein shall have the meaning set forth in the Membership Agreement to which Member and TexasMed are parties.