

PARTNERSHIP PROGRAM



ACCESSING DOC WELLNESS PROGRAM

WE ARE SAVING LIVES

PARTNERSHIP PROGRAM

Telehealth Access to Doctors 24/7 on your schedule

"Each year, nearly 900,000 Americans die prematurely from the five leading causes of death – yet 20 percent to 40 percent of the deaths from each cause could be prevented."

The rising death numbers, staggering increases in strokes high blood pressure, diabetes, heart failure, is a call to arms to do something.

That's why at Life Helping Hands, we have partnered with technology providers to make the process of seeing a physician easier.

We have the technology but now we need to get the word out. Every day we wait our family members are dying – our members are contracting deadly illnesses.

Partner with us, so that together we can provide physical as well as spiritual wellness. Our plan is subsidized at a low cost through our corporate affiliates and provides funding for your organization to deliver the message. As a partner, you will receive a recurring donation per subscriber per month – A 10% Tithes). These funds can be used to increase awareness and access to wellness care.

Together we can save lives

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LIFE HELPING HANDS CUSTOMER SERVICE AGREEMENT

(Group Services)

Life Helping Hands

Effective Date: _____

RE: Service Agreement between Life Helping Hands”, a Texas, exclusive Reseller of the “DOC IN-HOUSE WELLNESS PROGRAM”, and _ (“Partner”).

Life Helping Hands is pleased to provide your organization with our telemedicine services pursuant to the terms and conditions of this letter (“Letter”) and the following terms (collectively the “Agreement”):

While it is important to have an Agreement, having a relationship with our Partners is our highest priority. Life Helping Hands is committed to increasing access to wellness care for the sole purpose of enhancing the quality of life that will result in more lives saved.

Please acknowledge your acceptance of the terms and conditions of this Agreement by signing this Letter in the space provided below and returning a signed copy of this Agreement to us. Thank you and we look forward to providing you with our telemedicine services.

Life Helping Hands

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TERMS AND CONDITIONS

1. SERVICES. During the Term (as defined below) and on a non-exclusive basis, Life Helping Hands will provide Partners with the Teladoc telemedicine services set forth on the attached Schedule 1 ("Services") for use by Members, including their legal dependents (collectively, "Members").
2. DUTIES OF THE PARTIES.
 - A. Duties of Life Helping Hands. Life Helping Hands shall (i) deliver and support the Services; (ii) manage and securely maintain a database of Member profile information and (iii) provide Partners with utilization reports. Life Helping Hands may discontinue any Service without liability at any time; *provided, however*, Life Helping Hands will use reasonable efforts to notify Partners and Members in advance of any such discontinuation.
 - Donation: As part of Life Helping Hands Community Goals to increase wellness access, a donation of 10% will go to the partners for education and wellness programs to be used at the partners discretion.
 - B. Duties of Partners. Educate members about the program to increase access to wellness care through the enrollment of members. .
3. PRICING AND PAYMENT. The Member will pay a monthly fixed fee of \$9.90; The set fee may be changed if utilization is not sufficient to maintain the price point.
4. TERM AND TERMINATION. Unless otherwise set forth, this Agreement shall be effective until the third year anniversary of the Effective Date of this Agreement, and shall automatically renew for additional one-year periods on each anniversary of the Effective Date..
5. OWNERSHIP. All materials, including all copyrights, trademarks, logos and other identifying marks (collectively "Materials") provided by Life Helping Hands to promote and/or provide information about the Services are and shall remain the exclusive property of Life Helping Hands. All Materials are proprietary and may not be reproduced, duplicated or disseminated for any purpose other than to promote and/or inform Subscribers and Members about the Services. Life Helping Hands.org, Teladoc.com and any other Web site(s) made available by Life Helping Hands for education and/or use of the Services (collectively, the "Website"), are and shall remain the exclusive property of Life Helping Hands and Teladoc.

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REPRESENTATIONS AND WARRANTIES.

6. NON-DISCLOSURE. Life Helping Hands and partner both agree, except as otherwise set forth in this Agreement and unless otherwise required by law or compelled by a court of competent jurisdiction, not to disclose the terms and/or conditions of this Agreement or any information provided to the other party with respect to this Agreement or the Services to a third party, without the prior written consent of the other party.

A. Life Helping Hands represents and warrants to Partners that Life Helping Hands and Teladoc will abide by and comply with the Health Insurance Portability and Accountability Act of 1996 with respect to any personal medical information provided to Life Helping Hands or Teladoc by Subscribers and/or a Member.

B. Partners acknowledges, understands, and agrees that (i) the physicians providing services in connection with the Services will not treat severe and/or emergency conditions as part of the Services and may recommend that Members visit their primary care physicians, specialists or local facility if deemed appropriate, in the sole and absolute discretion of such physicians; and (ii) when a Member provides prior written permission, physicians providing services in connection with the Services will facilitate continuity of care.

C. Each party represents and warrants to the other party that (i) it has the full right, power, and authority to enter into and to perform this Agreement; (ii) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action; and (iii) this Agreement constitutes a valid and binding obligation of such party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally.

D. DISCLAIMER OF WARRANTIES. COMPANY DOES NOT WARRANT THE UNINTERRUPTED OR ERROR-FREE OPERATION OR PROVISION OF THE SERVICES. ALL INFORMATION, MATERIALS, AND SERVICES ARE PROVIDED TO CUSTOMER AND/OR ANY MEMBER "AS IS." EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, COMPANY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS, OR ANY TREATMENT, ACTION OR APPLICATION OR PREPARATION OF MEDICATION BASED ON INFORMATION OFFERED OR PROVIDED THROUGH THE SERVICES.

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8. LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES: ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES, LOSSES, FEES, CHARGES, EXPENSES AND/OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE SERVICES SHALL NOT EXCEED THE FEES PAID BY CUSTOMER PURSUANT TO THIS AGREEMENT FOR THE ONE (1) MONTH PERIOD PRIOR TO THE FIRST OCCURRENCE OF THE APPLICABLE DAMAGES, LOSSES, FEES, CHARGES, EXPENSES, AND/OR LIABILITIES.

9. INDEMNIFICATION. Each party (each, the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and the other party's owners, officers, directors, employees, contractors, representatives, agents, and affiliated entities (collectively, the "Indemnified Parties") from and against any third party claims (each, a "Claim") arising out of or in connection with any breach of this Agreement by the Indemnified Party including, without limitation, a breach of any representation, warranty, covenant, or obligation under this Agreement. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any Claim and shall reasonably cooperate with the Indemnifying Party in the defense of such Claim.

10. GENERAL TERMS. This Agreement is the entire agreement between Life Helping Hands and Subscribers and supersedes any prior understandings or written or oral agreements between Life Helping Hands and Subscribers with respect to the subject matter of this Agreement. No waiver of a breach of any provision of this Agreement by any party shall be construed as a waiver of a subsequent breach of the same or any other provision of this Agreement. Subscribers's obligation to pay for any Services received by Life Helping Hands or Teladoc and each of the provisions of Sections 5 through 12 shall survive the expiration or earlier termination of this Agreement. The invalidity of any provision of this Agreement shall not affect the enforceability of the remaining Agreement or any other provision of the Agreement. All exhibits and schedules to this Agreement are true, correct, and are hereby incorporated into by reference and made a part of this Agreement. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by Life Helping Hands and Subscribers and their successors and assigns. This Agreement shall not be construed to give any person other than Life Helping Hands and the Subscribers any legal or equitable right, remedy or claim under or with respect to this Agreement. This Agreement may only be amended or changed pursuant to a written document duly executed by both Life Helping Hands and Subscribers. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party will act as an independent entity and not as an agent of the other party for any purpose, and neither will have the authority to bind the other.

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11. NOTICES. All notices and other communications required pursuant to this Agreement shall be written and shall be delivered by hand-delivery or by nationally recognized overnight delivery service (such as FedEx, UPS, DHL or USPS Express Mail). All such notices and other communications shall be addressed to the parties at the addresses set forth in the Letter or to such other address as a party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (i) on the date delivered if by hand-delivery; or (ii) on the date delivered or the date delivery is refused by the recipient, if by nationally recognized overnight delivery service.
12. DISPUTE RESOLUTION. Except as otherwise specifically set forth in this Agreement, the parties hereby agree to resolve any and all controversies, claims and/or disputes arising out of this Agreement (each, a "Dispute") solely pursuant to the terms of this Section.
- A. Management Resolution. All Disputes shall first be referred to the parties' authorized representatives for discussion and resolution of the Dispute ("Management Resolution"), which representatives are the individuals who have executed this Agreement on behalf of their party.
- B. Arbitration. If Management Resolution fails to resolve the Dispute, then the Dispute shall be resolved by final, binding arbitration ("Arbitration") administered by the American Arbitration Association ("AAA") under the AAA's Commercial Arbitration Rules. In the event of any Arbitration, action to compel Arbitration, action to enforce an Arbitration award or action to seek injunctive relief pursuant to this Agreement, the prevailing party in such proceeding shall be entitled to an award of their reasonable attorneys' fees and costs for each such proceeding, including the Arbitration, trial and for all levels of appeal.
- C. Governing Law; Venue; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan (without giving effect to principles of conflicts of laws). For any action to compel Arbitration, enforce an Arbitration award or seek injunctive relief pursuant to this Agreement, the parties hereby expressly consent to the (i) venue of Oakland County, Michigan, USA, and each party hereby expressly waives any objection to such venue based upon *forum non-conveniens* or otherwise; and (ii) jurisdiction of the state and/or federal courts in and/or for Oakland County, Michigan, USA.
- D. Injunctive Relief; Cumulative Remedies. Each party acknowledges and agrees that a violation or breach of any of the ownership or non-disclosure provision of this Agreement could cause irreparable harm to the non-breaching party for which monetary damages may be difficult to ascertain or an inadequate remedy. Therefore, each party will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of the ownership or non-disclosure provisions of this Agreement, and each party hereby expressly waives any objection, in any such equitable action, that the other party may have an adequate remedy at law. The rights and remedies set forth in this Agreement are cumulative and concurrent and may be pursued separately, successively or together.

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DESCRIPTION OF SERVICES

Life Helping Hands :

Life Helping Hands provides an exclusive bundled service comprised of two leading services, TELADOC and Life Helping Hands (Accessing Doc)

Implementation- Life Helping Hands services can be implemented within 14 days of receipt of signed agreement.

Member Eligibility File: Life Helping Hands will provide a web link for registering new Members.

Utilization Marketing Awareness Program Online/Offline- Life Helping Hands will provide Partners with marketing materials in digital format to use as needed with communications with eligible persons about the Life Helping Hands benefits. Partners agrees to communicate about Life Helping Hands benefits: Create joint Marketing/Awareness Team.

Life Helping Hands to work with Partners to develop member testimonial to use in internal communications

TELADOC:

Teladoc provides a network of licensed physicians and specialists accessible via telephone, video or mobile phone application. Coverage for Members, including legal dependents. Membership Cards with unique identification number for each Member. Physician Consultations - Available 24 hours per day, 7 days per week, and 365 days per year. BY PHONE Members access to a special Member only toll-free number. Video: *Secure video consultation* with a physician through our secure video conferencing system.

Prescription Program - Only Members who have accurately and fully completed the Medical Assessment and History Questionnaire and established a physician/patient relationship are eligible to receive medications. NO controlled medications are available through Teladoc.

Member Services Toll Free Support: Members have access to Member only toll-free support, 24/7.

Reports - Access to utilization reports of the Members for Subscribers's review- minimum quarterly