



**Terms and Conditions
to
ALLERGY 123 Master Services Agreement**

The following terms and conditions are incorporated by reference in and are binding upon the parties to Master Services Agreements agreed to between ALLERGY 123 and Practice Group on or after June 1, 2016. Capitalized terms herein shall have the same meaning ascribed in the Agreement.

1. Insurance and Licensing. Upon reasonable request by ALLERGY 123, Practice Group shall provide written evidence of the existence of the licensing status of any Practice Group physician and all of the Practice Group's insurance coverage.
2. Termination of Contract and Remedies.
 - a. Termination For Cause. Either party may terminate the Agreement immediately for a significant breach of any material term or condition of the Agreement by the other party ("Breaching Party") if such breach is not corrected within thirty (30) days after written notice thereof is received by the Breaching Party. The notice of breach under this Section shall specify with reasonable particularity the nature and extent of the material breach for which complaint has been made. Notice of the breach needs to be in writing via United States Post Office certified register return receipt mail.
 - b. Post-Termination Obligations. The termination of the Agreement shall not relieve either party of: (1) any obligation pursuant to the Agreement which arose on or before the date of termination; (2) any payment obligation; or (3) any provision intended to survive termination or protect the value of ALLERGY 123's Confidential Information and business investment.
3. Confidentiality Agreement. Practice Group acknowledges that in connection with the performance of services under the Agreement, Practice Group will acquire and make use of certain confidential information and trade secrets of ALLERGY 123 which may include, without limitation, business strategy and marketing information, clinical data or information, management reports, financial statements, internal memoranda, reports, confidential technology, processes and other materials, records and/or information of a proprietary nature ("Confidential Information"). Therefore, in order to protect Confidential Information, Practice Group and its agents, employees and contractors shall not, during the Term of the Agreement or after the termination or expiration of the Agreement, use any Confidential Information except in connection with the performance of medical services pursuant to the Agreement, or divulge Confidential Information to any third party, unless ALLERGY 123 consents in writing to such use or divulgence or

disclosure is required by law. In the event Practice Group receives a request or demand for the disclosure of Confidential Information, Practice Group shall promptly (within two (2) business days after receipt of such request or demand) provide written notice to ALLERGY 123 of such request or demand, including a copy of any written element of such request or demand. Upon termination of the Agreement, Practice Group will not take or retain, without prior written authorization from ALLERGY 123, papers, fee schedules, files, or other documents or copies thereof or other Confidential Information of any kind belonging to ALLERGY 123 and pertaining to patients, business, sales, financial condition, or products of ALLERGY 123. All such documents and information shall be immediately returned to ALLERGY 123 unless such documents are considered a patient record and required by law to be maintained by the Practice Group.

4. Notice. All notice to the parties required by the Agreement will be provided in writing via personal delivery or certified mail, **and** email as follows:

To ALLERGY 123:

To ALLERGY 123:

ALLERGY 123
P.O. Box 62035
Colorado Springs, CO 80962-2035
Email: legal@allergy-123.com

With a copy to:

Gregory M. O'Boyle
Alpern Myers Stuart, LLC
14 North Sierra Madre Street, Suite
A Colorado Springs, CO 80903
Email: grego@coloradolawyers.net

and to Practice Group at the address(es) appearing on the first page of the Agreement, or at such other addresses either party may from time to time designate by notice given as herein provided. Such notices or communications shall be deemed to have been given upon receipt if by personal delivery, three (3) business days after deposit in the United States mail if sent by certified mail, postage prepaid. Each delivery method also requires e-mail notification.

5. Binding upon Successors. The Agreement supersedes any previous contracts between the parties and constitutes the entire agreement between the parties with regard to the subject matter hereof. The Agreement will be binding upon successors, assigns, and transferees of the parties.
6. Validity. If any provision of the Agreement shall, for any reason, be held violative of any applicable law and so much of said Agreement held to be unenforceable, then the invalidity of such specific provision herein will not be held to invalidate any other provision hereof which shall remain in full force and effect.
7. Regulatory Requirements and Practice Group Responsibilities.
- a. Legal and regulatory requirements prohibit any physician from being compelled to prescribe a treatment. The restrictions contained in Sections 6, 8, and 9 shall not be construed as denying Practice Group or its physicians: (1) the right to refer patients to any specialist; (2) to recommend any treatment that the physician

deems is in the patient's best interest; or (3) the right to access information of their patients whom they have seen or treated within one year prior to the termination of the Agreement. Practice Group and its Physicians shall have access to the medical records of their patients. Practice Group and its Physicians shall not be prohibited from providing continuing care and treatment to a Patient after the termination of the Agreement so long as such care or treatment does not involve the services governed by any addendum to this Agreement.

- b. Practice Group shall be responsible for the treatment of its patients. ALLERGY 123 relies on the expertise of the Practice Group's physicians and other licensed personnel to make all medical decisions including diagnosis and the appropriateness of patient treatment. ALLERGY 123 shall not be responsible for any decision made by the Practice Group's physicians.
 - c. Practice Group shall be responsible for all patient claims, obligations, and other consequences resulting or arising from negligent or intentionally wrongful acts or omissions of Practice Group or its physicians, officers, directors, employees or independent contractors, including, but not limited to, any claims relating to the provision of health care services, the treatment of patients, or on any other actions of the Practice Group that relate in any way to the subject matter of this Agreement. ALLERGY 123 and the Practice Group agree to give each other prompt written notice of any claims of which they become aware and provide commercially reasonable cooperation in the investigation and defense of such claims.
8. No Additional Warranties. ALLERGY 123 OWES NO DUTIES TO THE PRACTICE GROUP OTHER THAN THE DUTIES SET FORTH IN THE AGREEMENT. ALLERGY 123 SHALL NOT BE RESPONSIBLE FOR ANY DIAGNOSIS OR TREATMENT PROVIDED TO PATIENTS BY THE PRACTICE GROUP. ALLERGY 123 IS NOT LICENSED TO PRACTICE MEDICINE OR OTHERWISE LICENSED IN ANY MANNER. EXCEPT AS SET FORTH IN THE AGREEMENT, ALLERGY 123 HAS NOT MADE AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE), AND THE PRACTICE GROUP HEREBY SPECIFICALLY DISCLAIMS ANY CLAIM IN TORT (INCLUDING NEGLIGENCE), REGARDING ANY PRODUCTS OR SERVICES PROVIDED UNDER THE AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRACTICE GROUP ACKNOWLEDGES THAT ANY SERVICES IT RECEIVES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. PRACTICE GROUP ACKNOWLEDGES THAT ALLERGY 123 MAKES NO WARRANTY THAT ANY THIRD PARTY WILL CONTINUE TO OPERATE OR PROVIDE SERVICES.

9. Significance of Headings. Headings contained in the Agreement (including these Terms and Conditions) are for reference purposes only and will not affect in any way the meaning or interpretation of the Agreement.
10. Assignment. ALLERGY 123 may assign this contract to a third party so long as the third party is able and willing to act under the terms of this existing contract.
11. No Third Party Beneficiaries. Nothing in the Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation any Patients of Practice Group, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.
12. Force Majeure. In the event of a catastrophic fire, flood, hurricane, Act of God, or Act of War, all duties and obligations of the parties to the Agreement are suspended until full operations and operational staff is re-engaged by both parties and normal office hours are offered to the public.