

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made this 10 day of July, 2017 by and between Wise County, TX (company name), a (jurisdiction) corporation ("Client"), and **Shepherd's Benefits, Inc. dba HelpMD, Inc.**, a Nevada corporation ("HelpMD").

RECITALS

WHEREAS, HelpMD and Client desire to enter into a relationship whereby HelpMD will provide telehealth and ancillary services to Client's employees and dependents who are eligible to receive such products or services ("Members") on the terms and conditions provided herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, Client and HelpMD hereby agree as follows:

1. **Obligations of HelpMD.** HelpMD shall provide Client with the services (the "Services") described on Schedule 1.

2. **Obligations of Client.** Client shall offer the Services to employees. If Members are responsible for paying for the Services, Client shall collect Services fees from the Members. Client shall provide HelpMD a monthly updated list of current Members (in the event there are any changes) showing such Members' names, emails, telephone numbers, dependents and mailing addresses simultaneously with the fee set forth in Schedule 1.

3. **Fee.** For each active Member, Client agrees to pay in arrears to HelpMD the monthly fee set forth on Schedule 1 calculated by multiplying the number of active Members times the per member per month fee. For monthly payment terms, see Schedule 1 "Payment Terms" as attached hereto. Client's contact for billing purposes is set forth on Schedule 1.

4. **Independent Relationship.** No provision of this Agreement is intended to create nor shall be deemed or construed to create any relationship between Client and HelpMD other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. The parties hereto are not and shall not be deemed for any purpose to be agents, joint venturers or partners. Neither party is authorized to act as agent for the other, to take any action or make any representation in the name of the other, or to represent that it has the power or authority to do so. Neither of the parties to this Agreement nor any of their respective officers, directors, or employees shall hold themselves out as the employee, partner, officer, director or agent of the other party and shall not be deemed or construed to be an employee, partner, officer, director or agent of the other party. Neither HelpMD nor Client is authorized to represent the other for any purpose whatsoever without the prior written agreement of that party. HelpMD is not engaged in rendering legal, accounting, tax or other professional advice or services. If legal, accounting, tax or other expert assistance is required the services of a competent independent professional should be sought by Client.

5. Term.

(a) This Agreement shall be effective as of the day and year first written above and shall continue until July 10, 2018 (the "Initial Term"), unless sooner terminated pursuant to the terms stated below. Upon the expiration of the Initial Term, this Agreement shall automatically renew for subsequent periods of one (1) year, unless a written notice to the contrary is provided by Client at least ninety (90) days prior to the expiration of the then existing term.

(b) HelpMD may terminate this Agreement without cause upon not less than sixty (60) days prior written notice to Client.

(c) HelpMD in its sole and absolute discretion may immediately terminate this Agreement for failure of making timely payment in accordance with Section 3 hereof.

(d) Either party may terminate this Agreement upon thirty (30) days prior written notice to the other in the event of a material breach of this Agreement that remains uncured thirty (30) days after such notice. If either party repeats a material breach, the Agreement may be terminated immediately.

6. Advertising Reference; Tradenames. No advertising, promotional, or other materials using the name, address, telephone number, description, facilities and/or services of HelpMD or Client shall be released without either HelpMD or Client's prior written consent, as applicable. Neither party hereto obtains by virtue of this Agreement any rights in nor shall it use any trademark, service mark, logo, or other proprietary designation or intellectual property of any type in which the other party or any of its affiliates has an ownership or licensee interest.

7. Limitation on Damages. Neither party nor any of its affiliates shall be liable to the other for any indirect, special, incidental or consequential damages, including, but not limited to, lost profits, arising out of or related to this Agreement, its performance hereunder or its breach, even if it is advised of the possibility of any such damages.

8. Notices. Any notice to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered upon personal delivery against written receipt or when mailed by certified mail with return receipt requested and postage prepaid to the receiving party at such party's address set forth on the signature page of this Agreement, which address for notice may be changed by either party by written notice under this Agreement.

9. Miscellaneous. Except as otherwise provided in this Agreement, no amendment shall become effective unless and until it is reduced to writing and signed by HelpMD and Client. Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be governed in all respects by the laws of the State of Texas. The waiver by either party of any breach of any provision in this Agreement shall not be construed as a waiver of any subsequent breach. Further, failure to exercise any right hereunder shall not operate as a waiver of such right and all rights and remedies provided for herein are cumulative. This Agreement may be executed in separate identical counterparts, each of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, undersigned have executed this agreement as of the date first written above.

Wise County, TX

(company name)

By: 

Name: J.D. Clark

Title: County Judge

Date: 7-12-17

Address for Notice: P.O. Box 554

Decatur, TX 76234

HELPMD, INC.

By: 

Printed Name: Tara D. Golle

Title: President

Date: 7/12/17

Address for Notice: P.O. Box 6197

McKinney, TX 75071

SCHEDULE 1 -SERVICES

Services Summary, Monthly Fee, Payment Terms (Paid in Arrears), & Billing Contact

Services

Telemedicine - HelpMD (no consultation fee program)
 Prescription Savings

Fee

Per Member Per Month Fee	\$ 12.00	_____
X (multiplied by)		
Number of Active Members	x	_____
=		
Monthly Fee (paid in arrears)	\$	_____

Payment Terms

Fees are paid in arrears. Membership includes the individual employee, spouse and his/her eligible dependents. Any changes to the Client’s employee count received before the 15th of the month will be effective the first of the following month. Any changes after the 15th will be effective the 1st of the next following month. If the amount of the Monthly Fee is equal to or greater than \$100, Client’s will be invoiced (see A below). If the amount of the Monthly Fee is less than \$100, Client will be required to execute and return directly to HelpMD (i.e. Implementation Manager) an Automatic Credit Card Payment Authorization in substantially the form attached hereto as Schedule II – Automatic Credit Card Payment Authorization (for Monthly Fees less than \$100) (see B below) prior to the commencement of the Services.

A. For Monthly Fee equal to or greater than \$100 per month: HelpMD shall invoice the Client the Monthly Fee (calculated as shown above) on or around the 1st day of each month for the Services memberships provided in that current month. Payment is due by the 20th of each month. The invoice is based on a census file that the Client (or its third party administrator) initially sends or periodically updates and sends to HelpMD as detailed above. Payment is due by the 20th of each month. If payment is not received by the 25th of the month, HelpMD shall have the unilateral right to cancel the Services memberships associated with HelpMD.

B. For Monthly Fee less than \$100 per month: HelpMD shall invoice the Client the Monthly Fee (calculated as shown above) on or around the 1st day of each month for the Services memberships provided in that current month. The invoice is based on a census file that the Client (or its third party administrator) initially sends or periodically updates and sends to HelpMD. Client shall authorize HelpMD to make repeat monthly charges to the credit card identified by the Client in Schedule II – Automatic Credit Card Payment Authorization (for Monthly Fees less than \$100), and if necessary, initiate adjustments for any transactions credited/debited in error. Upon execution, the authority given through the Schedule II- Automatic Credit Card Payment Authorization (for Monthly Fees less than \$100) will remain in effect until HelpMD is notified by Client in writing to cancel it in such time as to afford HelpMD and credit card company a reasonable time to act on it.

Other Notes

None

Client's Billing Contact

Contact name: Katherine Hudson

Address: P.O. Box 554

City: Decatur State: TX Zip: 76234

Phone: 940-627-3540 Fax: _____

Email address: katherine.hudson@co.wise.tx.us

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Shepherd's Benefits, Inc. dba HelpMD, Inc.
McKinney, TX United States

Certificate Number:
2017-235227

Date Filed:
07/12/2017

Date Acknowledged:
7-12-17

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Wise County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Telemedicine FY2017
Telemedicine

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hogan, Barry	McKinney, TX United States		X
	Golle, Tara	McKinney, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



X Tara Golle
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Tara Golle, this the 12th day of July, 2017, to certify which, witness my hand and seal of office.

X [Signature] EDAN YEHEZKEL NOTARY
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath