

OPEITUM PATIENTS ADVOCACY CONSULTANTS LLC CONTRACT.

AGREEMENT FOR MEDICAL RECORD REVIEW

BETWEEN:

- (1) OPEITUM PATIENTS ADVOCACY CONSULTANTS LLC, a company organized and registered under the laws of Texas State, United States of America.

Hereafter referred to as the “Company.”

AND:

- (2) _____, resident at

Hereafter referred to as the “Client”.

The Company and the Client are hereafter jointly referred to as “**Parties**” and individually as “**Party**”.

WHEREAS:

The Company is a consulting organization who specializes in reviewing The Client's medical records as presented to The Company by The Client.

The Client is an individual who is over the age of eighteen years or under the age of eighteen years but represented by a guardian or a parent who will be referred to as The Client.

The Client voluntarily sought The Company to conduct a review of The Client's medical records as presented to The Company by The Client.

The Company does not represent self as a Healthcare Provider, nor as a legal entity. The review therefore does not replace a Healthcare provider recommendation nor legal advice provided by The Client's legal representative.

The Parties agree to undertake one or more of the services as advertised by The Company set forth in "Services Rendered" for the purpose of providing The Client with an independent and chronological review of The Client's medical records to enhance The Client's knowledge.

The Company respects the mission, autonomy, and independence of The Client and/or any organization The Client associates with and does not seek to exert any improper influence on their objectives, activities, decisions as related to the review as provided to The Client, or how the client utilizes the review.

Once the review is given to The Client, The Company has no control over how it will be used by The Client.

Regardless of the outcome of the review, The Client is responsible for all fees and attorney fees incurred by The Company resulting from The Client act of litigation any concerns relating to the review. The review fees are due at the time of The Client requesting The Company to review their medical records.

RECOGNIZING THE ABOVE, IT IS AGREED AS FOLLOWS:

1. Definitions

Confidential Information: non-public information shared with either Party (such as personal health information given by The Client), directly or indirectly on behalf of one Party, which may be shared orally, in writing or via other means. This may include but is not limited to current medical information and past medical information as obtained from records provided by The Client.

Fees: the compensation paid by The Client to The Company for the review performed by The Company and attorney fees incurred by The Company that arises from The Client act of litigating the review provided by The Company.

Services: The specific review performed by The Company and to be delivered to The Client as agreed to by The Client and The Company.

2. Services

2.1 The Client and The Company agree to the Services.

2.2 The scope to the Services may be amended by mutual written agreement between The Parties.

3. Fees and Expenses

3.1 For the review rendered under the agreement, The Company shall be compensated accordingly.

3.2 The Client shall be responsible for all federal, state and local taxes, as applicable, related to the Fee, unless otherwise agreed between The Parties or stipulated otherwise in applicable law.

3.3 The Parties agree that any Fees for the review are reasonable and aligned with the market rates for similar reviews, taking into account factors such as expertise, experiences, and/or training, complexity of tasks, responsiveness, total time invested by The Company.

4. Independence and Conflict of Interest

4.1 The Company shall exercise control over the manner and means of performing the review, since they are acting as a private consultant, rather than an employee of The Client. The agreement does not create any relationship where either party has authority to act on behalf of the other, or partnership or employment or joint ventures between The Parties.

4.2 The Company agrees to disclose that The Company is providing review to The Client whenever it writes, speaks or acts in public about a matter related to the review, if disclosure is required or deemed appropriate by either Party.

5. Term and Termination

5.1 This agreement shall be effective as of ----- and shall remain in effect for a minimum of a one year or duration of the review rendered in the agreement, whichever is longer, unless terminated earlier in accordance with the terms of this agreement.

5.2 Both Parties shall have the right to terminate this agreement for any reason. If a Party wishes to terminate the agreement, that Party must provide a written notice to the other within the time frame specified in the agreement. The Company will be paid for work performed up to the termination date in the event of early termination.

6. Confidentiality

6.1 The Parties agree to keep secret and to safeguard all confidential information.

6.2 Both Parties agree to make reasonable efforts to indicate their documents and data as confidential to those not immediately familiar with the work. If written material has not been marked as confidential or information is shared orally, the receiving Party agrees to make reasonable efforts to clarify with the disclosing Party whether the information is confidential or not.

6.3 Every Party agrees not to share the other Party's Confidential Information with third parties without prior written agreement of the other Party. This restriction does not apply where (i) disclosure is required by law; (ii) third parties have been identified in writing by either Party as parties that may receive Confidential Information. Both Parties agree to take reasonable measures to ensure that third parties adhere to the confidentiality rules of this Agreement.

6.4 The obligations and limitations in this Agreement concerning Confidential Information shall not apply to information that is:

- Already publicly available, except where the information is publicly available through the breach of this Agreement by the Party which received the Confidential Information; or
- Received from a third party that has the right to share the information and provides it without violating any obligation of confidentiality; or
- Already known to the Party that receives it before it was shared by the other Party, provided that the Party that receives the information continues to adhere to any limitations on use or disclosure that apply to the information already in its possession; or
- Generally made available to third parties by the disclosing Party without any restriction concerning use or disclosure; or
- Required to be disclosed by law or court order and disclosure complies with the requirements of that law or court order.

7. Liability

7.1 To the extent permitted by law, The Company shall not be liable for any injury or damages resulting from The Client's medical record review, as the review is provided to The Client as a consultant to enhance the knowledge of The Client only.

7.2 In any event, The Company's financial responsibility for any injury or damages is capped at an amount equal to the total fees paid by The Client to The Company. If no fee for Services was paid, The Company's financial responsibility is zero.

8. Entire Agreement

- 8.1** The agree constitutes the entire agreement between the Parties, and supersede and replaces any prior communications, representations or agreements between the Parties related to the subject matter of the Agreement, including express and implied written agreements, negotiations, conversations and discussions between the Parties. The Parties will therefore not be able to derive any rights from prior agreements related to this Agreement.
- 8.2** Any amendment to the Agreement may be made only in writing and only if it is agreed to by all Parties.

9. Dispute.

9.1 This agreement shall be governed by and construed in accordance with the laws of the State of Texas in United States of America.

9.2 Any dispute arising in connection with the Agreement that cannot be settled by a binding mediation or binding arbitration shall be submitted to the exclusive jurisdiction of Harris County in the State of Texas.

Signed and Dated by The Client

Signed and Dated by The Company

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IN WITNESS WHEREOF, The Parties have signed and executed the Agreement, in two (2) originals, each Party acknowledging receipt of a signed original by signing the Agreement online.

Note: Placing your name on this document serves as your signature.