

IMPACT COMPOUNDING ELECTRONIC COMMUNICATIONS AGREEMENT

Impact Compounding, LLC, an Ohio limited liability company licensed to practice pharmacy and related services (“we”, “us”, or “Pharmacy”) and the undersigned patient (“Patient”) enter into this Electronic Communications Agreement (“EC Agreement”) regarding the use of e-communications/transmissions, such as email, mobile or cellular telephone, Skype, FaceTime, internet portal-enabled communications, or any other version of electronic communication (collectively “E-Communication”) with respect to Patient protected health information (“PHI”). (Pharmacy and Patient are each individually called “Party” or collectively as “Parties”).

PATIENT AUTHORIZATION DESPITE RISKS OF PRIVACY BREACH

While Pharmacy and Patient commonly rely on electronic communication platforms and services to achieve communication immediacy, there are risks that Patient acknowledges that are outside the control of the Pharmacy. Patient authorizes all forms of E-Communications that the Parties exchange between each other unless Patient instructs us otherwise in writing. Patient acknowledge that the use of E-Communication is inherently risky and prone to unintentional release of data. E-Communications may incorporate or communicate references to Patient’s PHI with sensitive health and personal identification information included. Patient acknowledges that E-Communications lack any absolute guaranty of privacy and are subject to: system privacy failure, cookies and other tracking efforts, phishing attacks, hacking attacks, data breaches, unintended misdirections, misidentifications of senders/recipients, technology failures, and user errors.

Patient agrees to undertake efforts to protect Patient’s privacy, which includes refraining from including sensitive information in E-Communications that Patient does not want to be at risk of any data security breach. Pharmacy will undertake reasonable efforts to protect Patient’s privacy to the extent required by applicable laws. Patient authorizes us to respond electronically to all E-Communications that appear to be provided by Patient, whether or not such communications arrive from the electronic contact information that Patient provides us.

PATIENT MUST PROVIDE ACCURATE AND UPDATED CONTACT INFORMATION

Patient agrees to provide us with Patient’s accurate electronic contact information (mobile telephone number for phone calls and text messaging, email address, Skype or FaceTime contact information, and any other applicable E-Communication contact information). Patient will immediately inform us of any changes or corrections to Patient’s electronic contact information as an effort to avoid misdirected E-Communications.

PATIENT MUST NOT RELY ON ELECTRONIC COMMUNICATION IN EMERGENCIES: USE 911 AND GET TO THE EMERGENCY ROOM

Impact Compounding does not guarantee that we will read Patient’s E-Communications immediately or within any specific amount of time. Patient agrees not to utilize E-Communications to contact us about an emergency or time- sensitive situation, as there is too much risk that the communication response may be delayed, ineffective, untimely, or inadequate. Patient MUST call 911 in an emergency, immediately seek emergency medical attention, or both.

PHARMACY WILL COMPLY WITH HIPAA

The Pharmacy values and appreciates Patient’s privacy and will take commercially reasonable steps to protect Patient’s privacy in compliance with the Health Insurance Portability and Accountability Act of 1996 and related laws (“HIPAA”).

We will obtain Patient’s express written or electronic consent (to the extent required by applicable law) if we are required or requested to forward Patient’s identifiable PHI to any third-party other than as authorized in our Notice of Privacy Practices or as authorized or mandated by applicable law.

Patient hereby consents to the use of E-Communication of Patient's information as we consider it helpful to coordinate care and schedule mobile visits with Patient and all those responsible for providing or overseeing Patient's care. Patient agrees to identify individuals or entities authorized to receive Patient's PHI from us in connection with authorized consulting, education, and all other aspects of Patient's care, and we may share Patient's PHI with such parties without additional written or electronic consent from Patient.

Patient has the right to ask us for a copy of Patient's PHI, including an explanation or summary. These services that we perform will not be the subject of additional charges to Patient: maintaining PHI storage systems, recouping capital or expenses for PHI data access, PHI storage, and infrastructure, or retrieval of PHI electronic information.

We may charge Patient fees for actual costs that we incur to provide such electronic PHI, but only to the extent authorized by applicable laws. Such fees may include to the extent lawful: skilled technical staff time spent to create and copy PHI; compiling, extracting, scanning, and burning PHI to media and distributing the media with media costs charged to Patient; and time spent by our administrative staff preparing more explanations or summaries of PHI. If Patient requests PHI on a paper copy, or portable media (such as compact disc/CD, or universal serial bus/USB flash drive), we may charge Patient for our actual supply costs for such equipment, and Patient agrees to pay us any such costs.

PATIENT ACCEPTS RESPONSIBILITY FOR ELECTRONIC COMMUNICATION RISKS

Patient will hold Pharmacy (and our owners, officers, directors, agents, and employees) harmless from and against any and all demands, claims, and damages to persons or property, losses, and liabilities, including reasonable attorney fees, arising out of or caused by E-Communication (whether encrypted or not) losses or disclosures caused by any of the risks outlined above, or caused by some person or entity other than Pharmacy, or not directly caused by us. Patient acknowledges and understands that, at our discretion, E-Communication may or may not become part of Patient's permanent medical record. These terms do not relieve Pharmacy from Pharmacy's obligations to comply with all applicable E-Communication laws.

Patient acknowledges that Patient's failure to comply with the terms of this EC Agreement may lead to our terminating the use of E-Communication methods with Patient and may cause the termination of Patient's agreement for our services.

ADDITIONAL TERMS

This EC Agreement will remain in effect until either Party provides written notice to the other Party revoking this EC Agreement or otherwise revoking consent to E-Communications between the Parties. Such revocation will occur thirty (30) calendar days after written notice of such revocation.

Revocation of this EC Agreement will preclude us from providing treatment information in an electronic format other than as authorized or mandated by applicable law or by Patient. Either Party may use a copy of this signed original EC Agreement for all present and future purposes.

Parties agree to take such action as is reasonably necessary to amend this EC Agreement from time to time as it is necessary for the Parties to comply with the requirements of the Privacy Rule, the Security Rule, and other provisions of HIPAA, or other applicable law. Parties also agree that no one can change, modify, or discharge this EC Agreement unless both Parties write and sign a separate agreement to change the EC Agreement.

If any term of this EC Agreement is found invalid or in violation of any applicable law or public policy, the remaining terms of this EC Agreement shall govern, and this EC Agreement shall be deemed amended to conform to any applicable law.

Each participating patient (and authorized representative when applicable) must sign this EC Agreement. Patient's signature represents that Patient understands and agrees to the terms and conditions described within this EC Agreement. To allow an additional authorized representative please contact us at info@impactcompounding.com.

PHARMACY:

IMPACT COMPOUNDING, LLC

AN OHIO LIMITED LIABILITY COMPANY

Dawn Trame, RPh/ Title: Head Pharmacist/ Effective Date: 05/01/2023