

Telehealth Consent

INFORMED CONSENT REGARDING USE OF TELEHEALTH

BY CLICKING “I AGREE,” CHECKING A RELATED BOX TO SIGNIFY YOUR ACCEPTANCE, USING ANY OTHER ACCEPTANCE PROTOCOL PRESENTED THROUGH THE SERVICE OR OTHERWISE AFFIRMATIVELY ACCEPTING THIS CONSENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED, AND AGREED TO BE BOUND BY THIS CONSENT. IF YOU DO NOT AGREE TO THIS CONSENT, DO NOT CREATE AN ACCOUNT OR USE THE SERVICE. YOU HEREBY GRANT AGENCY AUTHORITY TO ANY PARTY WHO CLICKS ON THE “I AGREE” BUTTON OR OTHERWISE INDICATES ACCEPTANCE TO THIS CONSENT ON YOUR BEHALF.

IF YOU ARE EXPERIENCING A LIFE-THREATENING SITUATION SUCH AS CONTEMPLATING SUICIDE, CALL 911 OR THE 988 SUICIDE & CRISIS LIFELINE AT 988.

PURPOSE The purpose of this consent form (“Consent”) is to provide you with information about telehealth and to obtain your informed consent to the use of telehealth in the delivery of healthcare and/or mental health services to you by physicians, physician assistants, nurse practitioners, and/or mental health professionals (“Providers”) using the online platforms owned and operated by Skinny Rich Shot®. and/or its subsidiaries (the “Service”). In this Consent, the terms “you” and “yours” refer to the person using the Service, or in the case of use of the Service by or on behalf of an individual minor between the ages of thirteen (13) and eighteen (18) or higher age of majority under applicable state law, “you” and “yours” refer to and include (i) the parent or legal guardian who provides consent to the use of the Service by such minor or uses the Service on behalf of such minor, and (ii) the minor for whom consent is being provided or on whose behalf the Service is being utilized.

USE OF TELEHEALTH Telehealth involves the delivery of healthcare and/or mental health services using electronic communications, information technology or other means between a healthcare or mental health provider and a patient who are not in the same physical location. Telehealth may be used for diagnosis, treatment, follow-up and/or patient education and may include, but is not limited to, one or more of the following: electronic transmission of medical records, photo images, personal health information or other data between a patient and a provider; interactions between a patient and provider via audio, video and/or data communications (such as messaging or email communications); use of output data from medical devices, sound and video files. Alternative methods of care may be available to you, such as in-person services, and you may choose an alternative at any time. Always discuss alternative options with your Provider.

ANTICIPATED BENEFITS The use of telehealth may have the following possible benefits: making it easier and more efficient for you to access medical care or other services and treatment for

the conditions treated by your Provider(s); allowing you to obtain medical care or other services and treatment by Provider(s) at times that are convenient for you; and enabling you to interact with Provider(s) without the necessity of an in-office appointment.

POTENTIAL RISKS While the use of telehealth in the delivery of care can provide potential benefits for you, there are also potential risks associated with the use of telehealth and other technology. These risks include, but may not be limited to the following: the quality, accuracy or effectiveness of the services you receive from your Provider could be limited; technology, including the Service, may contain bugs or other errors, including ones which may limit functionality, produce erroneous results, render part or all of such technology, including the Service, unavailable or inoperable, produce incorrect records, transmissions, data or content, or cause records, transmissions, data or content to be corrupted or lost; failures of technology may also impact your Provider(s) ability to correctly diagnose or treat your condition; the inability of your Provider(s) to conduct certain tests or assess vital signs in-person may in some cases prevent the Provider(s) from providing a diagnosis or treatment or from identifying the need for emergency medical care or treatment for you; your Provider(s) may not be able to provide treatment for your particular condition and you may be required to seek alternative healthcare or emergency care services; delays in medical evaluation/treatment could occur due to unavailability of your Provider(s) or deficiencies or failures of the technology or electronic equipment used; the electronic systems or other security protocols or safeguards used could fail, causing a breach of privacy of your medical or other information; data stored and communicated electronically, for example, through email communications, may be more susceptible to unintended disclosure of protected health information to third parties; given regulatory requirements in certain jurisdictions, your Provider(s) diagnosis and/or treatment options, especially pertaining to certain prescriptions, may be limited; a lack of access to all of your medical records may result in adverse drug interactions or allergic reactions or other judgment errors.

LIFE THREATENING AND OTHER EMERGENCY SITUATIONS; FOLLOW-UP CARE

If you are experiencing a life-threatening situation such as contemplating suicide, call 911 or the 988 Suicide and Crisis Lifeline at 988.

If the situation is an emergency, call 911. In some situations, telehealth is not an appropriate method of care. If you require immediate or urgent care, you must seek care at an emergency room facility or other provider equipped to deliver urgent or emergent care. Providers may not respond promptly to communications you submit through the Service. If you are not experiencing an emergency or do not require immediate or urgent care, you can communicate with Providers through the secure message service in the Service. If a technical failure prevents you from communicating with your Providers through the Service, you should call the following number: Phone: (323) 283-9219(M-F 9AM – 5PM PT).

DATA PRIVACY AND PROTECTION The electronic systems used in the Service will incorporate network and software security protocols to protect the privacy and security of your information and will include measures to safeguard data against intentional or unintentional corruption. Personal information that identifies you or contains protected health information will not be disclosed to any third party without your consent, except as authorized by law for the purposes of consultation, treatment, payment/billing, and certain administrative purposes, or as otherwise set forth in your Provider's Notice of Privacy Practices. Use of the Service may include email communications to and from you that may include your protected health information. You understand that Skinny Rich Shot® does not and cannot guarantee the security or privacy of the services you use to receive communications, including for example your email service provider.

LABORATORY PRODUCTS AND SERVICES Certain healthcare services provided to you by Providers via the Service may require that you complete an at-home diagnostic test. These diagnostic tests are provided by third-party laboratories, and neither Skinny Rich Shot®, and its subsidiaries (collectively, "Skinny Rich Shot®"), nor your Provider(s) can guarantee the accuracy or reliability of these tests. These laboratory tests can provide false negative, false positive, or inconclusive results that could impact your Provider(s) ability to correctly diagnose or treat your medical conditions. A failure or defect of these tests could also impact your Provider(s) ability to correctly diagnose or treat your medical conditions.

YOUR ACKNOWLEDGMENTS By clicking "I Agree", checking a related box to signify your acceptance, using any other acceptance protocol presented through the Service or otherwise affirmatively accepting this consent, you are agreeing and providing your consent with respect to the following: Healthcare and mental health services provided to you by Providers via the Service will be provided by telehealth. In some cases, your treating Provider may be a nurse practitioner or physician assistant and not a physician, and you agree to be treated by non-physician providers, if applicable, by using the Service. Your treating Provider for therapy services will be a mental health professional, such as a licensed counselor. Certain technology, including the Service, may be used while still in a beta testing and development phase, and before such technology is a final and finished product. Technology used to deliver care, including the Service, may contain bugs or other errors, including ones which may limit functionality, produce erroneous results, render part or all of such technology unavailable or inoperable, produce incorrect records, transmissions, data or content, or cause records, transmissions, data or content to be corrupted or lost, any or all of which could limit or otherwise impact the quality, accuracy and/or effectiveness of the medical care or other services that you receive from your Provider(s). Certain diagnostic testing services, including laboratory products and services offered through the Service, may contain defects, including ones which may limit functionality or produce erroneous results, any or all of which could limit or otherwise impact the quality, accuracy and/or effectiveness of the medical care or other services that you receive from your Provider(s). The delivery of healthcare services via telehealth is an evolving field and the use of telehealth or other technology in your medical care and treatment from Provider(s) may include uses of technology different from those described

in this Consent or not specifically described in this Consent. No potential benefits from the use of telehealth or other technology or specific results can be guaranteed, including any laboratory testing results or related diagnosis or treatment by your Provider(s). Your condition may not be cured or improved, and in some cases, may get worse. There are limitations in the provision of medical care or other services and treatment via telehealth and technology, including the Service, and you may not be able to receive diagnosis and/or treatment through telehealth for every condition for which you seek diagnosis and/or treatment. There are potential risks to the use of telehealth and other technology, including but not limited to the risks described in this Consent. You have the opportunity to discuss the use of telehealth, including the Service, with your Provider(s), including the benefits and risks of such use and the alternatives to the use of telehealth. Your Provider(s) will assess your medical condition and, in their sole discretion, may determine it is medically appropriate to diagnose and/or treat your condition via telehealth. By continuing to use the Service, you concur with your Provider's medical assessment and agree to receive a diagnosis and/or treatment via telehealth technology. You have the right to withdraw your consent to the use of telehealth in the course of your care, without prejudice to any future care or treatment and without risking the loss or withdrawal of any health benefits to which you are entitled, but you understand that the Providers who utilize the Service do not offer in-person treatment. Any withdrawal of your consent will be effective upon receipt of written notice to your Providers, except that such withdrawal will not have any effect on any action taken by Skinny Rich Shot® or your Provider(s) in reliance on this Consent before it receives your written notice of withdrawal. Any withdrawal of your consent will not affect any other provision of this Consent, and you will continue to be bound by this Consent. You understand that the use of the Service involves electronic communication to and from you of your personal medical information in connection with the provision of telehealth services, including through email. You understand that it is your duty to provide Skinny Rich Shot® and your Provider(s) truthful, accurate and complete information, including all relevant information regarding the care that you may have received or may be receiving from healthcare and/or mental health providers. You understand that each of your Provider(s) will assess your medical condition and, in their sole discretion, may determine it is medically appropriate to diagnose and/or treat your condition using telehealth technology, including the Service. By continuing to use the Service, you concur with your Provider's medical assessment and agree to receive a diagnosis and/or treatment via telehealth technology. You understand that each of your Provider(s) may determine in their sole discretion that your condition is not suitable for diagnosis and/or treatment using telehealth technology, including the Service, and that you may need to seek care and treatment from a specialist or other healthcare or mental health provider, outside of such telehealth technology. **Skinny Rich Shot® has a commercial relationship with Tailor Made Compounding Pharmacy and Strive Compounding Pharmacy. Skinny Rich Shot® has a financial relationship with the entity that employs or contracts with your Provider. You are free to obtain your medical examination from another healthcare provider that is not associated with Skinny Rich Shot®. Skinny Rich Shot® will use its pharmacy partner to fulfill your order directly to your door. You are free to obtain your prescription from any pharmacy of your choice by contacting our support team.**

You must pay the full amount of the costs associated with the use of the Service, including any prescription you may receive, and you will not attempt to submit a claim to Medicare, any other federal payor, or any state or private insurer.

If you have a concern about a medical professional, you may contact the Medical Board in your state regarding your concerns. For applicable contact information, see the list available below.

MEDICAL COMPLAINT INFORMATION

CALIFORNIA

NOTICE TO CONSUMERS

Medical doctors are licensed and regulated by the Medical Board of California.

(800) 633-2322 www.mbc.ca.gov

Complaints may be filed online at <http://www.mbc.ca.gov/Breeze/Complaints.aspx> or submitted in hard copy form. A Consumer Complaint Form, including instructions for completing it may be found at

http://www.mbc.ca.gov/Consumers/Complaints/Submit_By_Mail.aspx. A hard copy Consumer Complaint Form should be submitted to:

Medical Board of California

Central Complaint Unit

2005 Evergreen Street, Suite 1200

Sacramento, CA 95815

The Central Complaint Unit of the Medical Board of California is found by calling 1-800633-2322 or by calling 916-263-2382.

INDIANA

To file a consumer complaint, you can request a complaint form by calling 1-800-3825516 or 317-232-6330 and file the form with the Attorney General's Office or complete the complaint online. The on-line complaint form is found at <https://indianaattorneygeneral.secure.force.com/ConsumerComplaintForm>.

RHODE ISLAND

Department of Health

Complaint Unit

401-222-5200

TEXAS

Complaints about physicians, as well as other licensees and registrants of the Texas Medical Board, including physician assistants, acupuncturists, and surgical assistants, may be reported for investigation at the following address:

Texas Medical Board

Attention: Investigations

333 Guadalupe, Tower 3, Suite 610

P.O. Box 2018, MC-263
Austin, Texas 78768-2018

Assistance in filing a complaint is available by calling the following telephone number:
1800-201-9353, For more information, please visit our website at www.tmb.state.tx.us.

Las quejas sobre médicos, así como sobre otros profesionales acreditados e inscritos del Consejo Médico de Tejas, incluyendo asistentes de médicos, practicantes de acupuntura y asistentes de cirugía, se pueden presentar en la siguiente dirección para ser investigadas: Texas Medical Board

Attention: Investigations
333 Guadalupe, Tower 3, Suite 610
P.O. Box 2018, MC-263
Austin, Texas 78768-2018

Si necesita ayuda para presentar una queja, llame al: 1-800-201-9353, Para obtener más información, visite nuestro sitio web en www.tmb.state.tx.us.

VERMONT

The Vermont Board of Medical Practice investigates complaints of unprofessional conduct. If you have a concern about a medical professional, you may contact the Board as indicated below. For more information, see the Board's website here:

<http://www.healthvermont.gov/health-professionals-systems/board-medicalpractice/file-complaint>.

VERMONT DEPARTMENT OF HEALTH
BOARD OF MEDICAL PRACTICE
108 Cherry Street, PO Box 70
Burlington, VT 05402-0070
802-657-4220

FLORIDA

Informed Consent Related to Treatment of Weight Loss Conditions Through Telehealth

Purpose: Pursuant to Florida Medical Board Rule, Standards for the Prescription of Drugs to Treat Obesity (64B8-9.012(5)), licensees, before prescribing, ordering, dispensing, or administering an anti-obesity drug, must obtain written informed consent from the patient discussing “potential benefits versus potential risks of weight loss treatments”. A copy of the signed informed consent shall be included in the patient’s medical record.

This draft consent document is meant to capture the required statements around “potential benefits versus potential risks of weight loss treatment”. The Rule does not require this consent to include any specific language.

Purpose. The purpose of this informed consent form is to ensure you are aware of the potential benefits and risks of starting a weight-loss program.

It is vitally important for you to advise your health provider(s) of ANY concerns, problems, complaints, symptoms, or questions, even if you may think it is not terribly important, so the provider team can determine the best course of treatment. Keeping your healthcare team informed of any questions or symptoms you have affords the best chance of providing you with necessary information and developing a path forward.

Potential Benefits

Medically significant weight loss (usually about 10 percent of initial weight, or as an example, losing 20 pounds from 200 pounds starting weight) can:

- Lower blood pressure reduces the risk of hypertension.
- Lower cholesterol reduces the risks of heart and vascular disease.
- Lower blood sugar reducing the risks of diabetes

If you are taking medications for one or more of these conditions, dosages may need to be adjusted as your overall health improves. You agree to see your primary care provider, if you have one, as needed to have your need for these medications reassessed, if applicable.

Other benefits may also be obtained but cannot be guaranteed. Increasing activity level can favorably affect the above conditions and may have the additional benefit of helping you sustain weight loss. Weight loss and increased activity may provide important psychological and social benefits, as well.

Possible Side Effects and Risks

The possibility always exists in medicine that the combination of any significant disease with methods employed for its treatment may lead to previously unobserved or unexpected ill effects, including death. Should one or more of these ill effects occur, additional medical or surgical treatment may be necessary. In addition, it is conceivable that other side effects could occur, which have not yet been diagnosed or observed.

Reduced Weight. When you reduce the number of calories you eat to a level lower than the number of calories your body uses in a day, you lose weight. As a result of this weight loss, your body makes some other adjustments in body processes. Some of these adjustments are responsible, in some participants, for improvements in blood pressure and blood sugar. However, you also may experience other temporary side effects or discomforts, including an initial loss of body fluid through increased urination, momentary dizziness, a reduced metabolic rate or metabolism (the rate at which you convert food to energy), sensitivity to cold, a slower heart rate, dry skin, fatigue, diarrhea or constipation, bad breath, muscle cramps, a change in menstrual pattern, dry and brittle hair or hair loss. Generally, these responses are temporary and resolve when calories are increased after the period of weight loss.

Reduced Potassium Levels. Low potassium levels can cause serious heart irregularities. When someone has been on a reduced-calorie diet, a rapid increase in calorie intake, especially

overeating or binge-eating, can be associated with bloating, fluid retention, disturbances in salt and mineral balance, or gallbladder attacks and abdominal pain.

Gallstones. Overweight people develop gallstones at a rate higher than normal weight individuals. The occurrence of symptomatic gallstones (pain, diagnosed stones, and/or surgery) in individuals 30 percent or more over desirable body weight (50 pounds or more overweight) not undergoing current treatment for obesity is estimated to be 1 in 100 annually, and for individuals who are 20-30 percent overweight, about one-half that rate, or 1 in 200 annually. It is possible to have gallstones and not know it. One study of individuals entering a weight loss program showed that as many as 1 in 10 had "silent" gallstones at the onset. As body weight and age increase, so do the chances of developing gallstones. These chances double for women, women using estrogen, and smokers. Losing weight--especially rapidly--may increase the chances of developing stones or sludge and/or increasing the size of existing stones within the gallbladder. The most common symptoms of gallstones are fever, nausea, and cramping pain in the right upper abdomen. If you develop any of these symptoms or if you know or suspect that you may already have gallstones, let your provider team and primary care provider know immediately. Gallbladder problems may require medication or surgery to remove the gallbladder, and, less commonly, may be associated with more serious complications of inflammation of the pancreas or even death.

Pancreatitis. Pancreatitis, or an inflammation or infection in the bile ducts, may be associated with the presence of gallstones and the development of sludge or obstruction in the bile ducts. The symptoms of pancreatitis include pain in the left upper abdominal area, nausea, and fever. Pancreatitis may be precipitated by binge-eating or consuming a large meal after a period of dieting. Also associated with pancreatitis is long-term abuse of alcohol and the use of certain medications, and increased age. Pancreatitis may require surgery and may be associated with more serious complications and death.

Pregnancy. If you become pregnant, you should immediately stop any and all of your weight loss medications and report this to your healthcare team and primary care provider, if applicable, immediately. Your diet must be changed promptly to avoid further weight loss because a restricted diet could be damaging for a developing fetus. You must take precautions to avoid becoming pregnant during the course of weight loss.

Binge Eating Disorders. Binge eating disorder is defined as the habitual, uncontrolled consumption of a large amount of food in a short period of time. Participation in a calorically restricted diet has been shown in one study to increase binge eating episodes temporarily. Several other studies have demonstrated reduced episodes of binge eating following a calorie-deficient and portion-controlled diet. Extended binge eating episodes are associated with weight gain.

The Risk of Weight Regain. Obesity is a chronic condition, and the majority of overweight individuals who lose weight tend to regain all or some of it over time. Factors that help to maintain a reduced body weight include regular physical activity, adherence to a restricted-calorie, low-fat diet, and planning a strategy for coping with weight regain before it occurs. Successful treatment may take months or even years. Medical studies of calorie-deficient/portion-controlled diets (including modified fasting) have shown varying results for patients who maintain weight loss. Some studies have shown that fewer than 5% of weight loss patients were able to maintain a reduced body weight after five years. Another study showed that after three years, weight loss patients, on average, maintained about half of their initial weight loss. If you have had fluctuations in your weight in the past, it may be more difficult to maintain the weight you lose during and after this program. A published medical study indicated that people whose body weight fluctuates greatly or often have a higher risk of heart disease and death compared with persons of relatively stable body weight, and such weight fluctuations may play a role in the development of other chronic diseases.

Sudden Death. Patients with severe obesity, particularly those with serious hypertension, coronary artery disease, or diabetes mellitus, have a statistically higher chance of suffering sudden death when compared to normal-weight people without such medical problems.