

ADDENDUM 1

Standards and Procedures for BR+ MD Consultants, LLC Certified Providers

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Company institutes the following Standards and Procedures for BR+ MD Consultants, LLC Certified Providers (“Standards and Procedures”).

1. GENERAL

- 1.1. Unless otherwise noted, the provisions herein are not intended to set forth a complete or exhaustive list of Company’s expectations, requirements, processes, or procedures.
- 1.2. Any provision herein that sets forth a expectation or requirement of Customer is to be construed as a minimal obligation and not exhaustive in nature.
- 1.3. For further guidance related to compliance or any provision herein, Customer should contact a Company representative via the information provided below.

2. DEFINITIONS

- 2.1. “Agreement” is defined as the Customer Supply and Services Agreement executed by Customer and Company.
- 2.2. “Breach” includes any anticipatory repudiation, breach, default, or noncompliance on the part of Customer relative to any provision of the Agreement or the provisions herein.
- 2.3. “Clinic Site” is defined as a physical structure with a definite geographic location.
- 2.4. “Concierge Services” are defined as a business model that includes the provision of treatment involving Company Confidential Information and Trade Secrets, and the use of BR+ NAD outside of the Clinic Site and primarily for the convenience of the patient, as opposed to absolute medical need. Nothing in this definition restricts a certified Physician from taking all measures necessary to accommodate the needs of a patient that is unable to receive treatment at the Clinic Site due to actual medical need.
- 2.5. “Definitions” include the definitions set forth herein and the Definitions as set forth in the Agreement. The latter are incorporated herein as set forth verbatim.
- 2.6. “Protocols” include Company’s know-how, practices, procedures, and protocols.

- 2.7. “Standards of Care” are defined as all applicable standards of care, best practices, ethical standards, regulatory provisions, and legal requirements relevant to comparable medical procedures in effect at the time and location of patient treatment.

3. STANDARDS

- 3.1. Failure to abide by each of the following provisions constitutes a Breach of the Agreement:
- 3.1.1. Each certified Physician shall establish a Clinic Site.
 - 3.1.2. Said Clinic Site shall not include Concierge Services without prior approval of Company.
 - 3.1.3. Each Clinic Site must be supervised by a certified Physician.
 - 3.1.4. A certified Physician shall not supervise more than one (1) clinic site without prior written approval of Company.
 - 3.1.5. Each Physician and Physician Extender that administers or supervises the protocols or BR+ NAD IV product must be certified by Company.
 - 3.1.6. A certified Physician or certified Physician Extender must personally perform the following tasks for each patient:
 - 3.1.6.1. Perform the initial medical evaluation;
 - 3.1.6.2. Determine the amount of BR+ NAD IV product to be infused in every instance;
 - 3.1.6.3. Determine the type and quantity of any additional prescription medication, supplement, and/or neutraceutical to be administered during treatment; and
 - 3.1.6.4. Monitor patient progress and adjust treatment as indicated.
 - 3.1.7. The Company is the exclusive and sole provider of certification, training, and certification oversight.
 - 3.1.8. Under no circumstance shall Customer assume a training role.
- 3.2. The following constitute a Breach of the Agreement:
- 3.2.1. Failure to maintain certification in good standing during the term of the Agreement;
 - 3.2.2. Failure to complete all mandatory Continuing Education by the assigned deadline;
 - 3.2.3. Failure to implement the latest Company Protocols that are made available to Customer through training, faculty lectures, or otherwise;
 - 3.2.4. Failure to exclusively use BR+ NAD IV product in NAD IV infusions;
 - 3.2.5. Departing from Company Protocols in preparing the mixture of or by introducing additional substances to the BR+ NAD IV solution;
 - 3.2.6. Using BR+ NAD IV Product after the expiration date;
 - 3.2.7. Administering BR+ NAD IV Product in any way other than its intended use;
 - 3.2.8. Failure to strictly adhere to all applicable Standards of Care;

- 3.2.9. Failure to maintain the requisite facility, and quality and amount of equipment and materials necessary to comply with Company Protocols and Standards of Care;
- 3.2.10. Representing that shorter periods of infusion or diminished amounts of BR+ NAD IV Product are adequate for proper treatment of an indicated condition; and/or
- 3.2.11. Using Company Protocols or BR+ NAD IV Product to treat conditions not indicated in said protocols without the prior approval of Company.

Training and Confidential Information

- 3.3. The following constitute a Breach of the Agreement:
 - 3.3.1. Training of Company Confidential Information and/or Trade Secrets to another individual, except as necessary for Clinic Site employees;
 - 3.3.2. Training of Company Confidential Information and/or Trade Secrets to a Clinic Site employee that does not require the training to perform the essential functions of their duties;
 - 3.3.3. Training of Company Confidential Information and/or Trade Secrets to a Clinic Site employee beyond the extent necessary for the employee to perform the essential functions of their duties;
 - 3.3.4. Disclosing Company Confidential Information and/or Trade Secrets in written form to ANY party, including a Clinic Site employee;
 - 3.3.5. Failure to notify Company of each Clinic Site employee that has received disclosure of Company Confidential Information and/or Trade Secrets and the extent of said disclosure;
 - 3.3.6. Failure to obtain the requisite written agreement of confidentiality from each employee that has received disclosure of Company Confidential Information and/or Trade Secrets and to provide Company with a copy of said confidentiality agreement;
 - 3.3.7. Training Company Confidential Information and/or Trade Secrets or disclosing same to an uncertified Clinic Site Physician or Physician Extender under any circumstance; and/or
 - 3.3.8. Failure to share requested research data with Company.

Advertising, Marketing, and Publicity

- 3.4. The following constitute a Breach of the Agreement:
 - 3.4.1. Use of Company Confidential Information, Trade Secrets, faculty lectures, publications, research, marketing materials, videos, testimonials, or website content without prior written approval from Company;
 - 3.4.2. Employing any means that would lead people to believe Customer is directly associated with Company or an Associated Entity, or a

representative of either, other than having access to BR+ NAD IV Product and Company Protocols;

- 3.4.3. Using the name, trademarks or logos of Company or an Associated Entity, or any similitude thereof, to name Customer's entity or facility;
- 3.4.4. Except as provided in the subsection immediately following, use of the name, logo, or any other mark owned by or associated with (1) Company, (2) an Associate Entity, or (3) any representative of Company or an Associated Entity in any sales promotion work, advertising, or any form of marketing or publicity without written approval from Company;
- 3.4.5. Use of the Company's logo(s) and the designation of "Diplomate" or "Fellow" (as the case may be) on Customer's website in any form that deviates from the following:
 - 3.4.5.1. Within seven (7) days of executing these Standards and Procedures, Company will forward through electronic mail the Company logo in the required dimensions that may be used by Customer on its website.
- 3.4.6. Only certified Physicians may advertise, market, or publicize certification, as restricted by the Agreement and the provisions herein.**

4. PROCEDURES

- 4.1. In the event of Breach by Customer, Company may, in its sole discretion, permit Customer to cure the Breach. In its sole discretion, Company may require the satisfactory completion of one or more remedial measures to effect a cure. Said remedial measures include, but are not limited to:
 - 4.1.1. Completion of a period of Certification Suspension;
 - 4.1.2. Completion of additional training or repeating training at the Customer's expense;
 - 4.1.3. Company supervision of patient care at the Customer's expense;
 - 4.1.4. Onsite evaluation(s) by Company at the Customer's expense;
 - 4.1.5. Production of documents at the Customer's expense; and/or
 - 4.1.6. Reimbursement of Company's expenses related to Customer's noncompliance and cure efforts.
- 4.2. In response to a verifiable complaint or to credible knowledge of potential or actual Breach by Customer, Company may:
 - 4.2.1. Exact a period of Certification Suspension until Company's investigation is completed;
 - 4.2.2. Require production of documents at Customer's expense;
 - 4.2.3. Require onsite evaluation(s) by Company at Customer's expense; and/or
 - 4.2.4. Employ other measures.
- 4.3. In order to ensure compliance with the Agreement and the provisions herein, Company may:

- 4.3.1. Require production of documents (including at regular intervals) at the Customer's expense;
- 4.3.2. Perform onsite evaluations up to once every six months upon seven (7) calendar days notice; and/or
- 4.3.3. Employ other measures.

AUTHORIZATION

APPROVED BY:

BR+ MD Consultants, LLC

By: _____
Richard F. Mestayer, III, MD
Founder and Owner

October 20, 2018
Date

COMPANY REPRESENTATIVE CONTACT INFORMATION

PRIMARY CONTACT

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ACKNOWLEDGEMENT AND ASSENT

By its signature below, Customer acknowledges receipt and review of the above Standards and Procedures, and assents to the provisions therein.

Customer:

Signature

Printed Name

Date