

TRAVEL HEALTH SOLUTIONS, LLC (DBA TRAVEL HEALTH USA) CUSTOMER CONTRACT, TERMS AND CONDITIONS

1. **Agreement.** This Travel Health USA Customer Contract, Terms and Conditions (this “Agreement”) is entered into between Travel Health Solutions LLC (dba Travel Health USA) above and the Customer signing this contract (electronically or on paper) during the Effective Dates as specified by Eventure, LLC

2. **Term and Termination.** Unless otherwise set forth herein, this Agreement shall apply to during the period beginning on the Effective Date (the date of travel into Nevada) until the Customer’s coverage plan expires as of the End Date (the date of departure from Nevada) specified by Eventure, LLC(the “Effective Period”). Either party may terminate this Agreement at any time by providing the other party at least fourteen days prior written notice. The Company may immediately terminate this Agreement upon written notice to the Customer if the Customer fails to make any payment to the Company or its designated Third Party Administrator (“TPA”) when due.

3. **Services.** During the Effective Period, and on a non-exclusive basis, the Company may provide the Customer with certain telemedicine services, telephonic counseling, and patient advocacy (the “Services”) for use by the Customer. These Services will be provided for non-emergency use only during the Company’s normal working for the duration of the Effective Period. **The Services will be provided only in state of Nevada.** The Services are only valid while the Customer is traveling within Nevada. The Services will not include certain services, including without limitation pediatric, OB/GYN, psychiatric, narcotics, emergency or urgent care, or other services the providing doctor, in their professional opinion, does not deem appropriate.

4. **Duties of the Parties.**

a. **Duties of the Company.** The Company shall (i) deliver and support the Services, and (ii) manage and securely maintain a database of profile information provided by the Customer. The Company may discontinue any Service without liability at any time; provided, however, the Company will use reasonable efforts to notify the Customer in advance of any such discontinuation.

b. **Duties of the Customer.** The Customer shall (i) submit to the Company or its designated TPA enrollment information; (ii) timely make the required payments due to the Company; (iii) provide the Company with reliable and up to date contact information; and (iv) provide additional medical information if needed upon the Company’s reasonable request.

5. **Pricing and Payment.** The Customer shall pay the Company or its designated TPA the Fee specified by Eventure, LLC for use of the Company’s Services. Failure to pay the required Fee shall result in suspension of the Services. The Company reserves the right to change the Fee and other fee pricing for any future Effective Period upon providing written notice to the Customer at least sixty days prior to the expiration of the then-current Effective Period.

6. **Ownership.** All materials, including all websites, copyrights, trademarks, logos and other identifying marks (collectively “Materials”) shall remain the exclusive property of the Company. All Materials are proprietary and may not be reproduced, duplicated or disseminated for any purpose.

7. **Representations and Warranties.**

a. The Customer acknowledges, understands, and agrees that (i) the physicians, consultants and others providing Services (“Service Providers”) will not treat severe and/or emergency conditions, certain physical ailments/injuries that require in person assessment as part of the Services and may recommend that the Customer visit his/her primary care physicians, specialists or the appropriate emergency or urgent care facilities if deemed appropriate, in the Service Provider’s sole and absolute discretion.

b. The Customer represents to the Company that the Customer is over the age of 18, or will be over the age of 18 by the Effective Date.

c. Each party represents and warrants to the other party that (i) it has the full right, power, and authority to enter into and to perform its obligations under this Agreement; and (ii) this Agreement constitutes a valid and binding obligation of such party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally.

d. **DISCLAIMER OF WARRANTIES.** THE COMPANY DOES NOT WARRANT THE UNINTERRUPTED OR ERROR-FREE OPERATION OR PROVISION OF THE SERVICES. ALL INFORMATION, MATERIALS, AND SERVICES ARE PROVIDED TO THE CUSTOMER “AS IS.” EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS, OR ANY TREATMENT, ACTION OR APPLICATION OR PREPARATION OF MEDICATION BASED ON INFORMATION OFFERED OR PROVIDED THROUGH THE SERVICES.

8. **LIMITATION OF LIABILITY.**

a. THE COMPANY WILL NOT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES: ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, MALPRACTICE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY'S AGGREGATE LIABILITY TO THE CUSTOMER FOR ANY DAMAGES, LOSSES, FEES, CHARGES, EXPENSES AND/OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE SERVICES SHALL NOT EXCEED THE FEES PAID BY THE CUSTOMER PURSUANT TO THIS AGREEMENT FOR THE EFFECTIVE PERIOD IMMEDIATELY PRECEDING ANY APPLICABLE DAMAGES, LOSSES, FEES, CHARGES, EXPENSES, AND/OR LIABILITIES.

b. The Customer understands, acknowledges, and agrees that the doctors that provide services under this Agreement may be independent contractors who carry their own medical malpractice insurance, and may or may not be employees of the Company. The Customer agrees not to bring any claim or action against the Company for any acts of negligence or malpractice performed by an individual doctor regardless of their relationship with the Company, providing services under this Agreement.

c. The Company is not responsible for additional charges (medical or otherwise) that the Customer may be responsible for due to the recommendations of its affiliates, employees, partners, contractors or any other personnel.

9. **Indemnification.** The Customer agrees to defend, indemnify and hold harmless the Company and the Company's owners, officers, directors, employees, contractors, representatives, agents, parent, subsidiaries, permitted successors and assigns, and affiliated entities (collectively, the "Indemnified Party") from and against any claims, counterclaims, suits, demands, actions, causes of action, damages, penalties, injuries, judgments, debts, costs, expenses (including without limitation attorneys' fees and expenses) or other liabilities of every character whatsoever (collectively, "Liabilities") for damage, bodily injury, sickness, and/or disease, including death, or for any injury or damages sustained by third parties, to the extent arising out of or in connection with this Agreement including, without limitation a) the breach of any representation, warranty, covenant, or obligation under this Agreement or under applicable law, b) the negligent acts, omissions, negligence or willful misconduct of any party in the performance of its obligations pursuant to this Agreement, c) any misrepresentation made by any party in this Agreement, d) any breach of this Agreement by any party, or e) the failure of any party to comply with, and any liabilities arising under, any applicable law. This Section shall apply in each case whether or not the relevant claim or action has merit. The Indemnified Party shall promptly notify the indemnifying party in writing of any claim or action and shall reasonably cooperate with the indemnifying party in the defense of such claim or action.

10. **General Terms.** This Agreement constitutes the entire agreement between the Company and the Customer and supersedes any prior understandings or written or oral agreements between the Company and the Customer with respect to the subject matter of this Agreement. No waiver of a breach of any provision of this Agreement by any party shall be construed as a waiver of a subsequent breach of the same or any other provision of this Agreement. The Customer's obligation to pay for any Services received by the Company and each of the provisions of Sections 5 through 12 shall survive the expiration or earlier termination of this Agreement. The invalidity of any provision of this Agreement shall not affect the enforceability of other

provisions of the Agreement. This Agreement made not be assigned by Customer without the Company's written consent. This Agreement may be assigned by the Company. This Agreement shall not be construed to give any person other than the Company and the Customer any legal or equitable right, remedy or claim under or with respect to this Agreement. This Agreement may only be amended or changed pursuant to a written document duly executed by both the Company and the Customer. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party will act as an independent entity and not as an agent of the other party for any purpose, and neither will have the authority to bind the other.

11. **Notices.** All notices and other communications required pursuant to this Agreement shall be written and shall be delivered by one or more of the following methods: (a) USPS First Class Mail addressed to the parties at the addresses set forth above; (b) nationally recognized overnight delivery service (such as FedEx, UPS, DHL or USPS Express Mail) addressed to the parties at the addresses set forth above; or (c) electronic mail to the parties at the electronic addresses set forth above. Parties may designate alternate addresses in writing. Each such notice shall be deemed delivered (i) in the case of delivery by USPS First Class Mail or overnight delivery service, on the date delivered or the date delivery is refused by the recipient; and (b) in the case of electronic mail, on the date sent the electronic mail is sent to the recipient.

12. **Dispute Resolution.** Except as otherwise specifically set forth in this Agreement, the parties hereby agree to resolve any and all controversies, claims and/or disputes ("Disputes") arising out of this Agreement solely pursuant to the terms of this Section.

a. **Management Resolution.** All Disputes shall first be referred to the parties' authorized representatives for discussion and resolution of the Dispute ("Management Resolution"), which representatives are the individuals who have executed this Agreement on behalf of their party.

b. **Arbitration.** If Management Resolution fails to resolve the Dispute, then the Dispute shall be resolved by final, binding arbitration ("Arbitration") administered by the American Arbitration Association ("AAA") under the AAA's Commercial Arbitration Rules. In the event of any Arbitration, action to compel Arbitration, action to enforce an Arbitration award or action to seek injunctive relief pursuant to this Agreement, the prevailing party in such proceeding shall be entitled to an award of their reasonable attorneys' fees and costs for each such proceeding, including the Arbitration, trial and for all levels of appeal.

c. **Governing Law; Venue; Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada (without giving effect to principles of conflicts of laws). For any action to compel Arbitration, enforce an Arbitration award or seek injunctive relief pursuant to this Agreement, the parties hereby expressly consent to the (i) venue of Clark County, Nevada, USA, and each party hereby expressly waives any objection to such venue based upon forum non-conveniens or otherwise; and (ii) jurisdiction of the state and/or federal courts in and/or for Clark County, Nevada, USA.

d. **Injunctive Relief; Cumulative Remedies.** Each party acknowledges and agrees that a violation or breach of any of the ownership or non-disclosure provision of this Agreement could cause irreparable harm to the non-breaching party for which monetary damages may be difficult to ascertain or an inadequate remedy. Therefore, each party will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of the ownership or non-disclosure provisions of this Agreement, and each party hereby expressly waives any objection, in any such equitable action, that the other party may have an adequate remedy at law. The rights and remedies set forth in this Agreement are cumulative and concurrent and may be pursued separately, successively or together.

CUSTOMER: if signing electronically, then by clicking “I agree” button will imply their agreement and consent for this contract and any related medical treatment

Signature

Printed Name

Date