

## **EDI CLIENT PATIENT PAY AGREEMENT AND PAYMENT AUTHORIZATION**

The following is the EDI Client Patient Pay Agreement and Payment Authorization between Evexia Diagnostics, Inc. (“EDI”), a wholly owned subsidiary of Evexia Holdings, Inc. (“Evexia”) and you, the clinician/client of EDI (“Clinician” or “Client”). Once a Client’s patient(s) register for the Patient Pay program (“Registered Patients”), they will become party to a separate agreement that governs the relationship between the Registered Patients and EDI under Patient Pay.

### **GENERAL**

Patient Pay is a payment program provided by EDI to its existing clients as an alternative to EDI’s standard client payment agreement. Under Patient Pay, a Client’s Registered Patients will pay EDI directly for lab tests/panels and/or Evexia Nutraceuticals products ordered by the Client, thereby removing the Client from the billing and payment process.

### **PLAN OPTIONS FOR EDI LAB TEST/PANELS**

Patient Pay for EDI lab tests/panels is currently available under two options:

**Under Option 1**, the “Non-ASF Lab Option”, EDI charges Registered Patients the EDI client price for all EDI lab tests/panels, and no Administrative Service Fee or “ASF” (defined below) is paid to the EDI Client.

**Under Option 2**, EDI will pay Client an Administrative Service Fee (“ASF”) for administering the Patient Pay Program to Client’s Registered Patients. EDI will pay an ASF to Client for each Registered Patient laboratory testing requisition generated through EDI and completed by the corresponding testing laboratory. The exact amount of any ASF that Client will receive for any particular service will be available through Clinician’s portal; these amounts may vary over time to account for changes in costs and other factors. Generally, Client will be paid on a monthly basis by the 15<sup>th</sup> day of the month, following the close of the previous calendar month, following EDI’s receipt of the applicable lab testing fees and confirmation of the completed test readings from the laboratory and subject to a 3% administrative fee.

Within the limits described in this Agreement, Client may set a single, practice-wide, markup discount rate to yield a discounted lab test/panel price to be charged to Client’s Registered Patients (the “Patient Discounted Price”). The Patient Discounted Price must be between 10% to 300% above the listed professional price that EDI charges the Client directly (the “Client Professional Price”), as determined and established by EDI. The ASF for any lab test/panel is the difference between the Patient Discounted Price and the Client Professional Price.

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## PLAN OPTIONS FOR EVEXIA NUTRACEUTICAL PRODUCTS

Patient Pay for Evexia Nutraceutical products is available under the following pricing structures at the discretion of the EDI Client:

**Retail Option (default):** Under this option, the Registered Patient is billed directly and pays the retail price (2X the published wholesale price) for all Evexia Nutraceutical products.

**Discounted Professional Wholesale Price:** Under this option, the Client will designate a patient price for Evexia Nutraceutical products at a level between the published wholesale price and the retail price. Once this level is set, the Registered Patient is billed directly and pays this set price for all Evexia Nutraceutical products.

The difference between the wholesale price for any Evexia Nutraceutical product available to a Client and the price paid by a Registered Patient will be remitted to the Client subject to a 3% administrative fee. Generally, Client will be paid the difference in price on a monthly basis by the 15<sup>th</sup> day of the month, following the close of the previous calendar month, and following the receipt by Evexia Nutraceuticals of payment by the Registered Patient for any Evexia Nutraceutical product.

## CONDITIONS OF USE

In order to enroll in the Patient Pay program, the Client must acknowledge and agree as follows:

### **NOT AVAILABLE FOR BENEFICIARIES OF INSURANCE OR MEDICARE/MEDICAID**

Client will not use Patient Pay for any lab tests/panels that are subject to, or will be paid by, any insurance company or any federal health care program, including Medicaid or Medicare, and Client agrees not to refer any patient to the program who may be expecting any federal health care program to reimburse them for fees paid to EDI. Patients who are eligible for Medicaid or Medicare may still use Patient Pay, but only if they agree to waive any federal health care program coverage for the lab panels/tests administered under Patient Pay.

## **PAYMENT AUTHORIZATION AND ENTIRE AGREEMENT**

EDI requires payment through either Automatic Withdrawal (ACH) via a valid U.S. financial institution checking account or by way of Visa, MasterCard, Discover or American Express credit cards. This is a legal agreement between the Client and EDI, stating the terms that govern Client's payment obligations to EDI. This Agreement, together with all updates, additional terms, and all EDI's rules and policies, collectively constitute the payment Agreement between the Client and EDI.

Client must accept and abide by these terms as presented. Changes, additions, deletions are not acceptable, and EDI may terminate your account for noncompliance with any part of this Agreement. This Agreement must be signed in order for the Client to enroll in Patient Pay.

## COMPLIANCE WITH STATE AND LOCAL LAW

Clients are solely responsible to ensure that the Patient Payment program is in full compliance with all applicable state and local laws as well as any professional or organizational rules or regulations. EDI takes no responsibility if Clients' participation in the Patient Pay program is in violation of any of said laws, rules, or regulations.

## METHODS OF PAYMENT

A valid credit card or U.S. financial institution checking account number must be on file with EDI at all times for the Client. Either method of payment requires that Client be the authorized signer on the account(s) and that EDI is authorized to keep this information on file. Client acknowledges that by signing this document, Client is authorizing EDI to bill the account for any service rendered should EDI not be able to realize payment directly from Client's Registered Patient after 15 days of collections activities.

## REJECTED PAYMENTS

A chargeback of an authorized credit card charge will be subject to a \$50.00 administrative fee. Two or more chargebacks in a twelve-month period may result in the termination of a Registered Patient's account. In like manner, a rejection of an authorized ACH draft will be subject to a \$50.00 administrative fee. Two or more rejected ACH drafts in a twelve-month period may result in the termination of a Registered Patient's account. Client acknowledges that by signing this document, Client is authorizing EDI to bill the Client's account for any chargeback or rejected ACH draft fees should EDI not be able to realize payment directly from Client's Registered Patient after 15 days of collections activities.

## TERMINATION

Client may terminate enrollment in the Patient Pay program at any time in writing by using the appropriate Termination Form which can be obtained by calling Client services at 888-852-2723. Client is financially responsible for all services ordered and laboratory tests performed through client's EDI account(s), even though Client has requested termination of said account.

**REFUNDS**

EDI only charges for services rendered. EDI will automatically refund any Client order that is not completed within thirty (30) days subject to a \$15 administrative fee. Refunds for account over-payments will be issued to Clients as required. Please contact our Accounts Receivable Business Office at 888-852-2723 with any questions regarding the invoice.

*Please fill out the information below and fax this form to our client success team at 888-952-2723.*

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**ACH Information for ASF (option 2) Participation:**

**Name of Bank or Organization :** \_\_\_\_\_

**Type of Account (Checking or Savings):** \_\_\_\_\_

**ABA Routing Number:** \_\_\_\_\_

**Account Number :** \_\_\_\_\_

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**Date:** \_\_\_\_\_

**Client Name:** \_\_\_\_\_

**Client Signature:** \_\_\_\_\_