

TESTOSTERONE MEDICATION USE AGREEMENT

This Testosterone Medication Use Agreement (the “Agreement”), made and entered as of _____, 2020, by and between _____ (the “Patient”), and Revive MD, LLC a Colorado Limited Liability Company (“Revive MD”). The Patient hereby agrees and expressly authorizes Revive MD to secure a medical laboratory, physician/medical doctor (“Treating Physician”) and dispensing pharmacy (collectively “ Medical Providers”) to provide the Patient diagnostic testing, medical care and prescribed pharmaceuticals based on the completed and accurate medical history form (“Medical History Form”) provided by the Patient, and any laboratory diagnostic tests obtained through Revive MD, pursuant to and subject to the terms and conditions of this Agreement. The Patient understands that the Medical History Form becomes the property of Revive MD and the Patient will have continuing access and the right to copy and retain all portions of the medical record, subject to applicable law.

MEDICATION USE OF TESTOSTERONE

1. **Competency.** The Patient hereby understands that testosterone, anti-estrogen, and human chorionic gonadotropin therapy for adults involves the use of medications that may be approved for a different purpose in an effort to obtain an objective of medical treatment. The Patient is a competent adult and permitted by law in the state of residence to receive the medication(s) requested for personal and therapeutic purposes. The Patient acknowledges he/she has been fully informed by appropriately trained health care personnel and understands the risks, benefits, and possible side effects of the prescription drug(s) requested.

2. **Purpose.** The Patient executes this agreement with the complete understanding and for the sole purpose of authorizing Revive MD, at its discretion, to administer medication for the relief of body ailments, to enhance the physical condition and health of the Patient. The Patient consents to the receipt of any prescribed drug approved for medical use in the country of residence. The Patient understands that the methods of medical treatment offered or provided by Revive MD or the Medical Providers are not accompanied by any claims, guarantees or promises.

3. **Compliance.** The Patient agrees to immediately cease any medical treatment prescribed by the Treating Physician in the event of any adverse response or side effect arising from prescribed treatment and provide immediate written notice to Revive MD. The Patient further agrees to comply with instructions for use of any and all medications and to promptly contact a local physician for any necessary medical intervention should a complication or concern resulting from the use of a requested medication arise. The Patient acknowledges that there are risks as well as benefits to any medication, even over the counter drugs and have been fully informed of the possible effects, risks, and benefits of this medication.

4. **Assumption of Risk; Waiver of Claims.** The Patient understands and acknowledges that the practice of medicine is not an exact science and that diagnosis and treatment may involve risks of injury and acknowledges that no promises, assurances, or guarantees have been made as to the result of diagnostic testing, analysis of test results, and examination of medical history or treatment by Revive MD or the Medical Providers. The Patient understands that the hormone blood level objective sought to result from hormone replacement therapy, as prescribed by the Treating Physician, may be the highest level of a standard reference range for any sex and age, or may be an even higher hormone blood level than normally found in a person younger than the Patient. The Patient understands that hormone replacement therapy for the purpose of elevating hormone blood levels is experimental and may not render any benefits but may

result in unknown adverse results. The Patient is aware of the nature, risks, possible alternative methods of treatment, possible consequences, and possible complications involved in treatment. Some of these possible complications and consequences include evidence that testosterone replacement can cause a transient hypercoagulability during the first several months with a risk of blood clotting. Also, early in the therapy, it can cause transient worsening of sleep apnea. Estrogen will be monitored closely but testosterone therapy in men can result in gynecomastia- breast tissue. There is speculation that supplementing testosterone levels can decrease natural production and can result in infertility. It is a natural consequence of testosterone therapy to stimulate bone marrow production of red blood cells in the serum, iron overload and symptoms of fatigue, headache, and dizziness. At higher levels of red blood red cells, it can cause sluggish blood flow in essential organs. Accordingly, the Patient waives any and all claims against Revive MD, its physicians, owners, members, managers, agents, and Medical Providers for the treatment provided by Revive MD and its Medical Providers.

5. **Indemnification.** The Patient indemnifies and waives any and all claims or defenses that they may have against Revive MD for any harm or injury suffered as a result of failure to fully disclose all relevant facts about the physical and medical condition of the Patient to Revive MD or the Medical Providers, including, but not limited to, the information on the Medical History Form. The Patient also indemnifies Revive MD and the Medical Provider for any and all claims and defense for injuries or illnesses sustained as a result of the failure to comply with the method of treatment and dosage schedule prescribed by the Treating Physician or any other Medical Provider.

ADDITIONAL TERMS AND CONDITIONS

6. **Expenses.** Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the procedure shall have occurred.

7. **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement

8. **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

9. **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction). Patient expressly agrees that the jurisdiction and venue for any medical, legal or equitable claim of any type whatsoever, or any dispute regarding pharmaceuticals, physicians, physician services, medical laboratories or any services or products provided to Patient by Revive MD shall exclusively in the City and County of Denver, Colorado.

10. **Attorney Fees; Costs.** Patient agrees to pay all reasonable attorney's fees and court costs incurred by Revive MD if such claim is brought in violation of the terms and conditions of this Agreement. Further, in the event Revive MD prevails under any action brought under this Agreement by Patient or, alternatively, by Revive MD against Patient, Patient shall pay all reasonable attorney's fees and costs incurred by Revive MD in defending or prosecuting such claim.

The parties hereto have caused this Testosterone Medication Use Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Revive MD:

Patient:

By: _____
Print Name: _____
Title: _____

Print Name: _____

Patient Initials: _____