



Patient Medical History Form



General Information

Date		Full Name (First, Last, M.I.)			Home Address		
City			State	Zip Code	Male	Female	Home Phone
Cell Phone		Email			Name Primary Care Physician		
How Did You Hear About Us					Reason for HCG Treatment		
Height	Weight	Desired Weight	Your Highest Weight	BMI (If Known)	Date of Birth		
Blood Pressure		Pulse	Have You Done An HCG Diet?	How Many Pounds & Inches Lost:	Did You Like the Diet?		
Describe Any Prior HCG Diet Experience:							
What Other Diets Have You Used:							
Describe Your General Health							
List any Prescription, Supplements & Over the Counter Medications you are CURRENTLY TAKING:							
List any of your Allergies (Include Foods, Drug & Other Allergies):							
Comments:							

I have answered the above questions honestly and completely to the best of my knowledge.

Check Indicates Approval

Patient Medical History Form

Medical Information

Have You ever been Diagnosed or Treated For the Following	YES	Have You ever been Diagnosed or Treated For the Following	YES	Have You ever been Diagnosed or Treated For the Following	YES
Alcohol/Drug Addiction		Gall Bladder Disease/Shores		Menstrual Disorder	
Angina [Unstable]		Gout*		Neurologic Disorder/Migraines	
Asthma		Heart Arrhythmias/Stroke*		Polycystic Ovarian Syndrome	
Autoimmune Disorder		High Blood Pressure		Pregnant / Nursing [NOW]*	
Breathing Disorder /Breath Shortness		Heavy Periods		Psychiatric Disorder/Anxiety	
Bulimia/Anorexia		High Cholesterol/Triglycerides		Pulmonary	
Gastrointestinal Disorder		HIV/AIDS		Recent Weight Change	
Chronic Constipation		Irritable Bowel Syndrome		Serious Chronic/Acute Illness*	
Crohn's Disease/Colitis*		Kidney Disease / Stones*		Sleep Problems	
Deep Vein Thrombosis*		Liver/Disease		Thyroid Disease*	
Diabetes*		Lung/Breathing Problems			
Have You Had Cancer?		If Yes, What Type s] of Cancer:			
When Was Your Cancer Last Treated?					
What Results Were Found During Your Last Treatment?					
<p>I have answered the above questions honestly and completely to the best of my knowledge and I also will complete the <u>Medical Consent and Agreement to Acquire HCG Products</u> form attached.</p> <p style="text-align: center;"><input type="checkbox"/> Check Indicates Approval</p>					

Medical Consent and Agreement To Acquire HCG Products

New Beginnings Medical, Inc. [herein as NBM] provides medically supervised HCG Diet Programs and requests that you, as a Patient, maintain your relationship with your Primary Care Physician [herein as PCP]. Since It is anticipated that during the HCG Diet you will be losing weight you should inform your PCP, who is most familiar with your medical condition, that you are either participating in an HCG Diet Program or requesting a HCG Related Product. The PCP may if it is deemed necessary, adjust any of your medication[s]. E.g.: If you have diabetes since The HCG Diet is a low-calorie diet, it may affect blood sugar levels in your body and your insulin may have to be adjusted.

Check Indicates Approval

I understand that I HAVE EITHER CHECKED OR NOT CHECKED on the Patient Medical History Form [herein as PMHF] that I HAVE or HAD one or more of the following Medical Conditions: Cancer, Crohn's Disease/Colitis, Deep Vein Thrombosis, Diabetes, Gout, Heart Arrhythmias/Stroke, Kidney Disease / Stones, Polycystic Ovarian Syndrome, Pregnant Now or Nursing, Pulmonary, Serious Chronic or Acute Illness, Thyroid Disease

I also understand that because **I HAVE EITHER CHECKED OR NOT CHECKED** on the *PMHF* that **I HAVE or HAD** one or more of the above Medical Conditions that it is my responsibility to inform my Primary Care Physician [herein as PCP] of my intention to participate in an HCG Diet or obtain HCG Related Products. I further agree that I will freely participate in an audio-visual Medical Consultation with NBM's Medical Practitioner and/or Independent Medical Contractor and thereafter, if I am approved to obtain the HCG, the NBM's Medical Practitioner and/or Independent Medical Contractor will issue a Medical Prescription to a U.S. Pharmacy to send the desired HCG in Patient's name to Patient's requested address. I understand that my HCG Prescriptions are dispensed in the State of FL and I understand that it is against both State and Federal law to return a Prescription once it has left the care and custody of the Pharmacy and there is no refund. I further agree that **if my PCP advises me to discontinue using HCG I will STOP TAKING the HCG IMMEDIATELY** and I understand that I will not receive a refund for any of the acquired HCG. I further understand and agree not to hold NBM, it's officers, directors, employees, stockholders, assigns, agents, successors, affiliates, the Medical Practitioner, Independent Medical Contractor or Medical Director harmless for any errors, omissions or admissions that I have made in the completion of the Patient Medicine History Form or by taking any HCG or HCG Related Products.

Check Indicates Approval

I acknowledge that I have answered truthfully and accurately, to the best of my knowledge, all questions on the Patient Medical History Form [here in PMHF] provided by NBM, and I accept full liability for any consequences that may arise because of any inaccuracies I may have made. I further acknowledge that I have reviewed, approved and have no issue with any of the NBM's documents listed below for ordering HCG or HCG Related Products. These documents have been made available for me to copy for my personal records:

- Terms and Conditions Agreement for Acquiring of HCG and Related Products from FL
- FL Weight-Loss Consumer Bill of Rights #501.0575
- Patient Consent and Authorization Agreement
- "Off-Label" Use of HCG
- FDA Statement on HCG
- Patient Privacy Policy
- Receive a Tax Deduction for Weight Loss Programs

Check Indicates Approval of All the Above Documents

Terms & Conditions Agreement for Acquiring HCG and/or HCG Related Products from FL

The **New Beginnings Medical Inc. [herein after NBM]** Tele-Medicine website is solely for informational purposes relating to the use and acquisition of **HCG (Human Chorionic Gonadotrophin) and/or HCG Related Products [herein after HCG]** for weight loss purposes. The NBM Tele-Medicine website does not constitute an offer to buy or sell HCG. Patient understands that an offer to acquire HCG by NBM does not exist until the Patient has been approved by NBM's Medical Practitioner and/or Independent Medical Contractor. Patient understands that to acquire HCG in the State of FL, a Patient must meet certain medical requirements and NBM acts only as a facilitator for a Patient who desires to acquire the non-controlled hormone HCG. **NBM is NOT an Internet Pharmacy.** Patient understands that NBM's Medical Practitioner and/or Independent Medical Contractor's approval is based on the completion of NBM's specific processing procedures and acknowledges and agrees that he or she will successfully complete a **Patient Medical History Form [herein after PMHF]** and return the completed PMHF to NBM's Medical Practitioner and/or Independent Medical Contractor for review and approval. Patient must agree to the Terms and Conditions of this Agreement prior to ordering HCG. Patient authorizes NBM's Medical Practitioner and/or Independent Medical Contractor to provide medical management and administrative services of Patient's medical file and referral services. Patient agrees that neither NBM or NBM's Medical Practitioner and/or Independent Medical Contractor is a replacement for **Patient's Primary Care Physician [herein after PCP]**. The Patient agrees to notify his or her PCP that he or she is undergoing an HCG diet or obtaining an HCG related product. Patient authorizes NBM to obtain, on their behalf, a medically approved prescription for HCG from a U.S. Pharmacy to dispense such prescription items directly to the name and address of the Patient.

NBM forwards the fillable PMHF to the Patient who agrees to honestly complete and return the PMHF to the NBM's Medical Practitioner and/or by an Independent Medical Contractor. The completed PMHF is reviewed by the NBM's Medical Practitioner and/or an Independent Medical Contractor and any incomplete, untruthful or inaccurate information on the PMHF may be cause for a delay, disqualification or rejection of Patient's request to obtain a prescription for HCG. Patient acknowledges that they have been previously diagnosed with an overweight condition and he or she is seeking NBM's assistance in obtaining a prescription for HCG to control said weight issue. Patient understands and acknowledges that NBM's Medical Practitioner and/or Independent Medical Contractor are medically licensed in the State of FL and may not be licensed in the State of the Patient and any Prescription[s] are issued in the State of FL by a Licensed FL Pharmacy. The State of FL requires that a "hands-on" physical exam be conducted prior to the issuing a Prescription. Patient acknowledges he or she is under the care of a **Primary Care Physician [herein after PCP]** who is medically licensed to practice medicine. Patient agrees that NBM's Medical Practitioner and/or Independent Medical Contractor will not contradict or alter the advice given to Patient by their PCP. Patient agrees that they will obtain or have a physical exam by their PCP prior to using HCG. The patient further agrees to inform their PCP that they are participating in an HCG Diet or have acquired HCG Related Products. Patient understands and consents that, in FL, a physical exam is required annually to continue taking HCG.

Patient understands and agrees that prior to the issuance of an HCG prescription, the Patient will participate in a one-on-one internet Medical Consultation with the NBM Medical Practitioner and/or Independent Medical Contractor. If Patient's PMHF meets the medical requirements of the NBM Medical Practitioner and/or Independent Medical Contractor and is approved, a mutually agreed Medical Consultation time will be established between the Patient and the NBM Medical Practitioner and/or Independent Medical Contractor. The Patient understands that the Medical Consultation will consist of a discussion of the Patient's physical condition as it relates to taking HCG; the benefits and risks of HCG products and the Patient's goals for taking HCG. The Medical Consultation is not in anyway to be construed as a replacement for any medical role of the Patient's PCP. If the NBM Medical Practitioner and/or Independent Medical Contractor determines that the Patient is not appropriate for HCG, the relationship between the Patient and NBM and the Medical Practitioner and/or Independent Medical Contractor will be immediately terminated. Patient understands that if the NBM Medical Practitioner and/or the Independent Medical Contractor approves the Patient for HCG, a Prescription will be placed through a U.S. Pharmacy. The Pharmacy will arrange for delivery of the requested HCG to the Patient in their name at the address. Patient agrees that prior to placement of the Patient's Prescription for requested HCG, the Patient will be charged for the HCG items requested.

Patient acknowledges that NBM does not directly control or influence the medical treatment or decisions made by NBM's Medical Practitioner, and/or Medical Independent Contractor and/or the NBM Medical Director. The Patient understands that NBM is a FL corporation and Patient is authorizing NBM to arrange for the prescribed pharmaceuticals to be dispensed and sent to Patient by a FL Pharmacy to the state of Patient's residence. Patient acknowledges that NBM's Medical Practitioner's and/or Independent Medical Contractor's Medical Consultation, diagnoses, and treatments will be deemed to have occurred in the state of FL where NBM's Medical Practitioner and/or Medical Independent Contractor and/or Medical Director are licensed to practice medicine. Patient acknowledges that NBM's Medical Practitioner and/or Independent Medical Contractor and/or Medical Director may not be licensed to practice medicine in the Patient's state or country of residence. Patient agrees to comply with the medical directions and dosage that are supplied with the HCG prescription prescribed by NBM's Medical Practitioner and/or Medical Independent Contractor and agrees that if any adverse situation occurs while taking the HCG, Patient will immediately cease taking the HCG and send a written notification to NBM [via Email Support@newbeginningsmedical.com](mailto:viaEmailSupport@newbeginningsmedical.com) stating any adverse condition and/or side effects that Patient is experiencing along with contact information. Patient agrees and acknowledges that NBM is not liable for any negligent act or omission by the NBM's Medical Practitioner and/or Medical Independent Contractor and/or Medical Director. Patient acknowledges that the medical treatment offered by NBM's Medical Practitioner and/or Medical Independent Contractor and/or Medical Director is not accompanied by any claims, guarantees, promises or warranties. Patient understands that any HCG acquired with the assistance of NBM requires medical prescriptions and such prescription pharmaceuticals are NOT returnable or refundable, under any circumstances, under both Federal and/or State laws. It is unlawful for a pharmacy to accept the return of any prescription medication once it has left the direct care and control of the pharmacy.

Patient acknowledges that he or she is under the care of a PCP and that physician has a physical examination of the Patient. The patient further understands that under the statutes of the State of FL it is necessary for a Patient to have a physical exam to order an HCG prescription. Patient agrees that he or she is freely seeking a medical consultation to acquire HCG via the Internet and authorizes NBM's Medical Practitioner and/or Independent Medical Contractor to review Patient's PMHF without having the opportunity to conduct an in-person, hands-on, physical examination. Patient understands that NBM is relying on Patient's acknowledgment that he or she has a physical examination with their PCP as part of Florida's statute requirements. Patient independently solicited NBM for the specific purpose of obtaining an HCG prescription to treat their excess weight. Patient represents and reiterates that he or she is under the care of a PCP and agrees to notify NBM if that physician has any concern for he or she taking HCG and will stop taking the prescription immediately.

Terms and Conditions Agreement, Cont.

Patient understands that under FL law, physicians are generally required to carry medical malpractice insurance or otherwise demonstrate financial responsibility to cover potential claims for medical malpractice. This is permitted under FL law subject to certain conditions. FL law imposes penalties against non-insured physicians who fail to satisfy adverse judgments arising from claims of medical malpractice. This notice is provided pursuant to FL law. Patient acknowledges and agrees that NBM is not responsible for the negligent or intentional acts or omissions of any health care provider or supplier that Patient is referred to for any action or inaction taken by Patient, that the total liability of NBM its officers, directors, employees, stockholders, assigns, agents, successors, affiliates is limited to the purchase price of any products through NBM's Medical Practitioner, and/or Independent Medical Contractor or Medical Director, or pharmacy. The patient further acknowledges that NBM's officers, directors, employees, stockholders, assigns, agents, successors, affiliates and Medical Practitioner and/or Independent Medical Contractor or Medical Director will not be liable for any direct, indirect, special, incidental, consequential, or punitive damages.

Patient acknowledges that during his or her relationship with NBM's officers, directors, employees, stockholders, assigns, agents, successors, affiliates and NBM's Medical Practitioner and/or Independent Medical Contractor or Medical Director he or she may receive a range of proprietary business information, including confidential disclosures, trade secrets, business practices, NBM customer list, suppliers and the like which are considered Proprietary. Patient further acknowledges that such Proprietary Information is considered a valuable asset to NBM's stability and financial wellbeing and Patient agrees not to disclose, divulge, convey or communicate, in any fashion, form, or manner, either directly or indirectly, any Proprietary information or take any action that may result in disclosure of such Proprietary information to any third party person, or company. Patient understands that disseminating NBM's Proprietary information will cause irreparable harm to NBM and as such, NBM shall be entitled to seek injunctive relief to curtail Patient from disclosing or dispersing any Proprietary information and seek liquidated damages. Patient agrees that the amount of NBM's damages under such conditions will be difficult to precisely ascertain, therefore Patient agrees that any liquidated damages are not considered a penalty.

Patient agrees to release NBM's officers, directors, employees, stockholders, assigns, agents, successors, affiliates and NBM's Medical Director and/or Independent Medical Contractor or Medical Director from any liability associated with Patient's Medical Consultation with NBM's Medical Practitioner and/or Independent Medical Contractor. This Agreement shall be governed according to the laws of the State of FL, applicable to agreements made and to be made and to be performed within the State of FL, without regard to principles of conflict of laws. Any disputes arising out of or with respect to this Agreement shall be adjudicated in a court of competent jurisdiction sitting in the county of Palm Beach, FL. Patient hereby irrevocably submits to the jurisdiction of such court for the purposes of any suit, civil action or other proceeding arising in connection with this Agreement. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all expenses, costs incurred, including reasonable attorneys' fees. If any provision of this Agreement or its application is invalid or unenforceable in any jurisdiction, the remainder thereof, and the application of such provision in any other jurisdiction, shall not be effective, and the provisions of this Agreement shall be severable. Patient agrees to indemnify, defend, protect, and hold harmless NBM's officers, directors, employees, stockholders, assigns, agents, successors, affiliates and its Medical Practitioner and/or Independent Medical Contractor, or Medical Director and their respective parties from, against and in respect of all liabilities, losses, claims, damages, punitive damages, causes of action, lawsuits, administrative proceedings, investigation, demands, judgements, settlement payments; deficiencies, penalties, fines, interest and costs and expenses suffered, sustained, incurred in connection with, resulting from, or arising out of, directly or indirectly, NBM's Medical Practitioner, and/or Independent Contractor and Medical Director harm or injury resulting from medical care or pharmaceuticals provided directly or indirectly by NBM's Medical Practitioner, and/or Independent Medical Contractor or Medical Director.

This agreement contains the entire understanding of the parties and supersedes and merges all prior and contemporaneous agreements and discussion between the parties. Any and all representations or agreements by any agent or representative of either party not contained in this Agreement shall be null, void, and of no effect.

Florida Weight-Loss Consumer Bill of Rights: #501.0575

[I] The Weight-Loss Consumer Bill of Rights shall consist of the following provisions:

[A] WARNING: RAPID WEIGHT LOSS MAY CAUSE SERIOUS HEALTH PROBLEMS. RAPID WEIGHT LOSS IS WEIGHT LOSS OF MORE THAN 1 1/2 POUNDS TO 2 POUNDS PER WEEK OR WEIGHT LOSS OF MORE THAN 1 PERCENT OF BODY WEIGHT PER WEEK AFTER THE SECOND WEEK OF PARTICIPATION IN A WEIGHT-LOSS PROGRAM.

[B] CONSULT YOUR PERSONAL PHYSICIAN BEFORE STARTING ANY WEIGHT-LOSS PROGRAM.

[C] ONLY PERMANENT LIFESTYLE CHANGES, SUCH AS MAKING HEALTHFUL FOOD CHOICES AND INCREASING PHYSICAL ACTIVITY, PROMOTE LONG-TERM WEIGHT LOSS.

[D] QUALIFICATIONS OF THIS PROVIDER ARE AVAILABLE UPON REQUEST.

[E] YOU HAVE A RIGHT TO:

[1] ASK QUESTIONS ABOUT THE POTENTIAL HEALTH RISKS OF THIS PROGRAM AND ITS NUTRITIONAL CONTENT, PSYCHOLOGICAL SUPPORT, AND EDUCATIONAL COMPONENTS.

[2] RECEIVE AN ITEMIZED STATEMENT OF THE ACTUAL OR ESTIMATED PRICE OF THE WEIGHT-LOSS PROGRAM, INCLUDING EXTRA PRODUCTS, SERVICES, SUPPLEMENTS, EXAMINATIONS, AND LABORATORY TESTS.

[3] KNOW THE ACTUAL OR ESTIMATED DURATION OF THE PROGRAM.

[4] KNOW THE NAME, ADDRESS, AND QUALIFICATIONS OF THE DIETITIAN OR NUTRITIONIST WHO REVIEWED AND APPROVED THE WEIGHT-LOSS PROGRAM ACCORDING TO s.468.505 (1) (j), FLORIDA STATUTES.

Patient Consent and Authorization Agreement

New Beginnings Medical, Inc. [herein after NBM] is a FL corporation and operates under Federal and FL laws. When a patient desires an **HCG and/or a HCG Related [herein after HCG] Product**, the Patient is first sent a **Patient Medical History Form [herein after PMHF]** to complete. The PMHF completed information is returned to NBM's Medical Practitioner and/or Independent Medical Contractor. Thereafter, if approved, the Patient is contacted by the NBM's Medical Practitioner and/or Independent Medical Contractor to participate in an Internet Medical Consultation to review the Patient's medical history, discuss the HCG Diet or HCG Related Products and ascertain the eligibility of the Patient to receive the HCG desired. If the NBM Medical Practitioner and/or the Independent Medical Contractor determines that the Patient is eligible to obtain the desired HCG, a Prescription is forwarded to a U.S. Pharmacy to fill and send the products, in the Patient's name address. Once the Pharmacy has processed the Prescription and the products have been shipped, the product(s) is NOT returnable or refundable under any circumstances according to both Federal and/or State laws. It is unlawful for a pharmacy to accept the return of a Prescription Medication once it is no longer under their control. Nothing stated herein to the

Patient Consent and Authorization Agreement, cont.

contrary and contained on the NBM's website shall constitute an offer by NBM to sell HCG to a Patient. Also, no Agreement to sell HCG shall be formed until Patient has completed the State of FL's requirements for obtaining a Prescription through NBM. The terms of such an Agreement shall be outlined in NBM's Terms and Conditions Agreement which are applicable to the laws of the state of FL. Further, in consideration of NBM providing Patient with the medical management for the purchase of HCG, plus any referral services needed to acquire such products, Patient agrees and acknowledges the following terms and conditions contained in this Patient Consent and Authorization Agreement. With this Agreement, Patient acknowledges that he or she has submitted an accurate and complete PMHF to NBM's Medical Practitioner and/or Independent Medical Contractor. Patient agrees to complete the PMHF truthfully, accurately and completely. Patient acknowledges that failure to provide truthful, accurate and complete information on the PMHF, could result in an inappropriate treatment, for which Patient will hold harmless NBM's officers, directors, employees, stockholders, assigns, agents, successors, affiliates, NBM's Medical Practitioner and/or Independent Medical Contractor and Medical Director. If Patient is approved by NBM's Medical Practitioner and/or Independent Medical Contractor to purchase HCG, Patient authorizes NBM's Medical Practitioner and/or Independent Medical Contractor to authorize a prescription to a U.S. Pharmacy to provide HCG prescribed pharmaceuticals based on Patient's PMHF and the NBM's Medical Practitioner and/or Independent Medical Contractor diagnosis. Patient acknowledges and agrees that NBM's Medical Director is an Independent Medical Contractor and other than NBM's Medical Practitioner and/or Independent Medical Contractor or Medical Director, the NBM officers, directors, employees, stockholders, assigns, agents, successors, affiliates are not licensed physicians and do not practice medicine. NBM is a medical management, administrative, and referral service and does not direct, control, or influence the treatment decisions made by NBM's Medical Practitioner and/or the Independent Medical Contractor and/or Medical Director. The patient further understands and agrees that NBM's Medical Practitioner and/or Independent Medical Contractor are rendering only the medical care, services, and treatment for the prescribed HCG pharmaceuticals to be dispensed and sent to Patient, in Patient's name and to their address, by a FL pharmacy. Patient agrees to comply with the method of instructions, treatment and dosage schedules prescribed by NBM's Medical Practitioner and/or Independent Medical Contractor and to immediately cease using the HCG prescribed by the NBM Medical Practitioner and/or Independent Medical Contractor in the event of any adverse reaction or side-effect arising from the prescribed treatment, and to immediately provide the NBM Medical Practitioner and/or Independent Medical Contractor written notice [via email Support@newbeginningsmedical.com](mailto:Support@newbeginningsmedical.com) of any such adverse reaction or side effect. The patient further acknowledges and agrees that the NBM Medical Practitioner and/or Independent Medical Contractor or Medical Director are not liable for any negligent act or omission. Patient acknowledges that diagnosis and treatment may involve risk of injury, and that NBM officers, directors, employees, stockholders, assigns, agents, successors, affiliates and the Medical Practitioner and/or the Independent Medical Contractor or Medical Director have made no guarantees or warranties and the methods of medical treatment offered and provided are not accompanied by any claims, guarantees, promises or warranties. The patient further understands and agrees that certain products purchased through the assistance of NBM require a medical prescription and as such are not returnable or refundable to NBM or to the dispensing Pharmacy under any circumstances under both Federal and State laws.

Patient acknowledges that under FL law, physicians are generally required to carry medical malpractice insurance or otherwise demonstrate financial responsibility to cover potential claims for medical malpractice. The Independent Medical Practitioner and/or Medical Contractor and/or the Medical Director may or may not decide to carry medical malpractice insurance. This is permitted under FL law subject to certain conditions. FL law imposes penalties against non-insured physicians who fail to satisfy adverse judgments arising from claims of medical malpractice. This notice is provided pursuant to FL law. During Patient's relationship with NBM's officers, directors, employees, stockholders, assigns, agents, successors, affiliates and the Medical Practitioner and/or the Independent Medical Contractor and/or Medical Director a range of Proprietary business information, including confidential disclosures, trade secrets, business practices, NBM's customer list, suppliers and the like are considered Proprietary. Patient acknowledges that such Proprietary Information is considered valuable asset to NBM's financial stability and wellbeing and Patient agrees not to disclose, divulge, convey or communicate, in any fashion, form, or manner, either directly or indirectly, any Proprietary information or take any action that may result in disclosure of such Proprietary information to any third party person, or company. Patient understands that disseminating NBM's Proprietary information will cause irreparable harm to NBM and NBM shall be entitled to seek injunctive relief to curtail Patient from disclosing or dispersing any Proprietary information and seek liquidated damages. Patient agrees that the amount of NBM's damages under such conditions will be difficult to accurately ascertain, and therefore Patient agrees that any liquidated damages are not considered a penalty.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of FL, applicable to agreements made and to be made and to be performed entirely within FL, without regard to principles of conflict of laws. Any disputes arising out of, in connection with or with respect to this Agreement, shall be adjudicated in a court of competent jurisdiction sitting in the Palm Beach County, FL and nowhere else. Patient hereby irrevocably submits to the jurisdiction of such court for the purposes of any suit, civil action or other proceeding arising out of, in connection with or with respect to this Agreement. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all expenses and costs incurred, including reasonable attorneys' fees and legal assistants' fees. If any provision of this Agreement or its application is invalid or unenforceable in any jurisdiction, the remainder thereof, and the application of such provision in any other jurisdiction, shall not be effective, and the provisions of this Agreement shall be severable. Patient agrees to indemnify, defend, protect, and hold harmless NBM's officers, directors, employees, agents, stockholders, assigns, successors, affiliates, in addition to its Medical Practitioner, Independent Medical Contractor, and Medical Director and their respective parties from, against and in respect of all liabilities, losses, claims, damages, punitive damages, causes of action, lawsuits, administrative proceedings, investigation, demands, judgements, settlement payments, deficiencies, penalties, fines, interest and costs and expenses suffered, sustained, incurred in connection with, resulting from, or arising out of, directly or indirectly, NBM's Medical Practitioner and/or, Independent Medical Contractor and Medical Director use or injury resulting from medical care or pharmaceuticals provided directly or indirectly by NBM's Medical Practitioner, Independent Medical Contractor or Medical Director.

"Off-Label" Use of HCG

I understand that HCG (Human Chorionic Gonadotropin) has not been approved by the FDA for weight loss and is considered "off-label" by the FDA. I further understand that this pharmaceutical is FDA approved for other medical treatments, including female fertility. The term "Off-Label" is used when a licensed physician uses an FDA approved the drug for purposes other than those for which the FDA has specifically approve them. "Off-Label prescribing for HCG is a legal and common practice by licensed physicians in the U.S.

FDA Statement on HCG

HCG has not been demonstrated to be an effective adjunctive therapy in the treatment of obesity. There is no substantial evidence that it increases weight loss beyond that resulting from caloric restriction, that it causes a more attractive or "normal" distribution of fat or that it decreases the hunger and discomfort associated with calorie-restricted diets.

Patient Privacy Policy

At **New Beginnings Medical (herein after NBM)** we take very seriously a Patient's privacy and personal information. Patient information is stored on a secure server and is acquired through secure software. The NBM is HIPAA compliant (Health Insurance Portability and Accountability Act of 1996) for the protection of your personal medical records. NBM Patient Privacy Policy describes the ways NBM utilizes your **Personal Protected Health Information (herein after PPHI)**. The PPHI is your information that has either been supplied to NBM by you; your Primary Care Physician; the NBM HCG staff; or the Medical Practitioner and/or the Independent Medical Contractor or Medical Director; at the time of your Medical Consultation or through your **Patient Medical History Form (herein after PMHF)** and the Pharmacy Prescription information and similar situations.

A Patient's information can be utilized to pay for product and/or services; for NBM internal statistical information; if you sent before and after photos for advertising purposes; to correspond or communicate with Patient's Primary Care Physician; other medical practitioners of Patient; any medical treatment or action required to comply with state and federal laws to protect medical information or your health insurance company. Additional information on this subject can be obtained through www.hhs.gov/ocr/privacy/hipaa/understanding/customers/index.html.

A Patient has certain rights regarding their Medical Records:

- Patient has a right to receive an electronic or paper copy of their medical records or a summary of those records within 30 days of the request. (Charges may exist)
- Patient has a right to request a specific means of contact [e.g., phone, email, text message.]
- Patient can request that specific information not be shared or communicated either totally or partially [exclusive of state, federal or legal requirements]
- Patient can request that medical information is corrected, adjusted or updated.
- Patient has a right to know the times that their medical information had been shared and the reason for such sharing
- Patient has a right to appoint an attorney, legal guardian or someone with a power of attorney designated by you another individual to obtain Medical Information
- Patient has a right to file a complaint with New Beginnings Medical, Inc. if Patient feels that their medical rights have been violated: A Complaint can also be made
- Patient has a right to file a complaint with the Department of Health if NBM has not resolved their medical rights concern. A Complaint can be made to:
U.S. Department of Health
Human Services Office for Civil Rights
200 Independence Ave. S.W.
Washington, D.C. 20201
877-696-6775
www.hhs.gov/ocr/privacy/hipaa/complaints

Receive a Tax Deduction for Weight Loss Programs

Internal Revenue Service (herein after IRS), as outlined in [Topic #502 "Medical and Dental Expenses"](#), that the IRS has granted an Income Tax deduction for certain Medical Expenses. Included are "Payments to participate in a weight-loss program for a specific disease or diseases, including obesity, diagnosed by a physician". Obesity is a medical classification when a patient's weight and height reach #30 or over on the BMI scale. When you measure and weigh yourself for the New Beginnings Medical HCG Tele-Medicine Program, you can reference and can calculate your BMI rating by consulting the New Beginnings Medical Tele-Medicine website. If your reading is #30 or over on the BMI Scale, the amount you pay for the NBM Diet Program may be deductible on your Tax Return. Note: Your accountant or tax adviser can verify that this IRS #502 Tax Deduction is still in effect before making any Deduction.

What You Can Expect From New Beginnings Medical, Inc.

First of all, I'd like to thank you for considering the HCG Diet through the New Beginnings Medical Tele-Medicine website. NBM has been in business for more than ten years; we have 6 Florida Medical Clinics and have had 20,000+ HCG patients. Coming into one of the NBM clinics is not always convenient for Patients. Now, however, the Internet offers a fast, easy and safe way for Patients to receive the same high-quality HIV and Hepatitis tested HCG offered in NBM Clinics.

As in everything, there are pluses and minuses for going to a NBM Clinic and/or acquiring the same HCG through our internet site. At a NBM clinic there is a direct one-on-one personal relationship with the Medical Practitioners and Clinic coordinators to coach a Patient as they progress through the diet. Also, at the clinic each Patient receives a free Physical Examination and free weekly clinic visits for coaching, weighing and measuring Patient's progress. On the minus side, the cost of coming to a clinic reflects the additional cost of providing these HCG services.

A minus in going to a clinic is a plus when acquiring HCG over the internet. The HCG comes from the same U.S. pharmacy, and the HCG Prescription is authorized by one of the clinic's same Medical Practitioners. Each Internet Patient receives a personal one on one Medical Consultation with a NBM Medical Practitioners to discuss the diet and their personal medical history.

The Internet ordering process is quick and easy and reordering takes only a few clicks. If your time is too valuable to spend in a weight loss clinic; if you have previously done an HCG Diet; if you desire to save on the cost of HCG; if you are not close to any NBM clinics; if you are outside the state of FL, then seeking HCG over the Internet should be of interest to you.

The **New Beginnings Medical Inc. [herein after NBM Website]** Tele-Medicine website is solely for informational purposes relating to the use and acquisition of **HCG [Human Chorionic Gonadotrophin] and/or HCG Related Products [herein after HCG]** for weight loss purposes. The NBM Website does not constitute an offer to buy or sell HCG. Patient understands that an offer to acquire HCG by NBM does not exist until the Patient has been approved by NBM's Medical Practitioner and/or Independent Medical Contractor. Patient understands that NBM is located in the state of FL and operates under FL laws. Patient understands that to acquire HCG in FL a Patient must meet FL medical requirements, even if Patient resides in another state. NBM acts only as a facilitator for a Patients who desires to acquire the non-controlled hormone HCG. NBM is NOT an Internet Pharmacy. NBM forwards to Patient a **Patient Medical History Form [herein after PMHF]**. When the form is completed and returned, it is review by the NBM Medical Practitioner and/or Independent Medical Contractor for acceptability and completeness:

- Patient acknowledges that he or she is under the care of a **Primary Care Physician [herein after PCP]** and that physician has performed a physical examination of the Patient. Patient further understands that under the statutes of FL it is necessary for a Patient to have a physical exam by their PCP to order an HCG prescription.
- The NBM Medical Practitioner and/or Independent Medical Contractor will either approve or disapprove the Patient's prescription on the basis of pre-established medical protocols and a Medical Consultation.
- The NBM Medical Practitioner and /or Independent Medical Contractor will establish an appointment time for a Medical Consultation to discuss the risks and benefits of the HCG Diet and review the Patient's PMHF and answers Patient's HCG questions.
- If Approved, the NBM Medical Practitioner will forward Patient's prescription to a U.S. Pharmacy to process the Patient's desired products and have them sent in Patient's name to their address.
- Each HCG Diet Program will include the following:
 - **HCG or HCG Tables for a 23 or 40 Day Diet:**
 - Sufficient Syringes or Tablets for the Diet
 - Bacterial Static Water for the Un-constituted Self-filling HCG Syringes
 - Alcohol Pads for the Un-constituted Self-filling HCG Syringes
 - Mixing Syringe for the Un-constituted Self-filling HCG Syringes

What You Can Expect From New Beginnings Medical, Inc. [cont.]

- No matter which diet a Patient chooses, they will receive:
 - The following Manuals:
 - 1] A Program Manual
 - 2] A HCG Gourmet Cook Book [99 HCG Recipes]
 - 3] A After-Diet Maintenance Manual
 - Dr. Simeons [originator of the HCG Diet] Book *Pounds and Inches*, downloadable on Website
 - A Form Package to keep Patient's on track as they lose their weight
 - An e-mail [Support@NewBeginningsMedical.com] address to ask questions as you progress through the NBM HCG Diet or 877-424-9994
 - A Video Website Link for filling your HCG syringes
 - A Video Website Link for giving yourself an HCG Injection

There are 4 quick and easy steps for Internet Tele-medicine acquiring of HCG:

- [1]** Select the HCG Diet Plan or HCG Related Products *desired*.
- [2]** Complete and return the *Patient Medical History Form*
- [3]** Participate in an audio-visual Medical Consultation with the NBM Medical Practitioner on your computer.
- [4]** That's it! If you are approved for HCG, the Medical Practitioner will arrange for a prescription to be sent to a U.S. pharmacy that ships the desired product directly to the Patient in their name. Yep it's that easy!!

After a Patient's first order, any additional HCG or Related Products Desired are processed through an Express Processing System