INFORMED CONSENT FOR SOUND OFF TELECONSULTING (Clinician version)

The Sound Off mobile application and any related customer portal (the "Application") operated by Sound Off, Inc. ("Sound Off," "we" or "us") provides a platform and program for US veterans and active duty servicemembers and others to access on an anonymous basis online counseling and peer support through our voice-over-internet platform to permit you telephonic access to licensed mental healthcare clinicians or other professionals ("Clinicians") and/or from nonprofessional peer veterans or service members ("Battle Buddies"). When we refer to "you" or "your," we mean the individual United States veteran or active duty servicemember accessing the Application. Sound Off's Application may also be made available in the near future to members of the United States intelligence community and to family members, or to first responders or such other services populations as Sound Off may from time to time determine (each as so authorized from time to time also included as a "User" or as "you" or "your" herein, if so authorized).

Sound Off believes that the convenience and anonymity of the Sound Off approach provide an invaluable addition to the range of public service and healthcare response tools for veterans or active service personnel with mental health and/or behavioral issues and stresses that are of significant concern to you. Through the Sound Off Application, you can conveniently and comfortably obtain a level of consulting services from a dedicated licensed mental health professional, without charge, that may allow you in discussing your situation to either resolve your concerns or assess with the guidance of the Clinician whether you ought to consider seeking in-person professional services, with recommendations in that event for healthcare providers in your geographic area.

This Informed Consent for Teleconsulting describes the mental health consulting or psychotherapy services you will be receiving using the phone or the Internet when you consult with a Clinician.

Please read this carefully. By signing the Informed Consent below utilizing your assigned User Name, (1) you acknowledge that you understand the services to be provided to you by the Clinician, and (ii) you consent to receive those services from a Clinician through the phone or internet on the terms described in this Informed Consent.

Benefits and Risks of Telepsychology

Telepsychology refers to providing psychotherapy or mental health consulting services remotely using telecommunications technologies, such as voice conferencing or telephone. Because our Application is based upon providing consulting services to veterans and active service members in which you remain anonymous, we do not offer videoconferencing or other visual telepsychology services. Following are some of the benefits and risks with the Sound Off Program.

<u>Benefits</u>

- <u>Anonymous and Convenient.</u> The principal benefit of the Sound Off Application and its dependence upon remote access through voice conferencing or telephone is that it provides a platform for you to confidentially and on an anonymous basis seek consulting services to explore mental health and/or behavioral issues and stresses that are of significant concern to you, without (i) the necessity of setting or attending in-person appointments that might signal to your employers, family members or friends concerns that you have before you are prepared to discuss such concerns with them, and (ii) the expense of paying deductibles, co-payment obligations or other charges for such consulting services.
- <u>Remote Services.</u> Another of the benefits of telepsychology is that you and the Clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if you or the Clinician moves to a different location, takes an extended vacation, or is otherwise geographically remote. It is also more convenient and takes less time.

<u>Risks</u>

- <u>Confidentiality</u>. Because telepsychology sessions take place outside of a therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. It is important for you to make sure you find a private place for your session where you will not be interrupted. It is also important for you to protect the privacy of your session on your cell phone or other device. You should participate in a consulting session on the Application only while in a room or area where other people are not present and cannot overhear the conversation. The Clinician with whom you are connected and consult through the Application will take reasonable steps to ensure your privacy.
- <u>Issues Related to Technology</u>. There are many ways that technology issues might impact the services you receive through telepsychology. For example, telepsychology requires technical competence on the part of both you and the Clinician to be helpful. In addition, technology may stop working during a session, other people might be able to get access to your private conversation, or stored data could be accessed by unauthorized people or companies.
- <u>Crisis Management and Intervention</u>. If you currently or in the future are in a crisis situation requiring high levels of support and intervention, your Clinician will be limited in the kind of care that he or she can provide. Because of the constraints provided by your anonymity in terms of name and location, the Clinician will continue to provide helpful consulting advice and feedback but may also encourage you to seek any in-person treatment that it appears would be

advisable. Before engaging in telepsychology, you and your Clinician will develop an emergency response plan to address potential crisis situations that may arise during your consultation with the Clinician. In particular, you may access the link to the Veteran Administration Crisis Line, 1-800-273-8255 or text 838255 on the Sound Off Application at any time you think appropriate, including by interrupting a Sound Off consultation to do so.

However, notwithstanding any confidentiality obligations otherwise applicable in the event that your Clinician does become aware of personally identifiable information and also becomes aware of a reasonably foreseeable harm to you or others in the course of your consultation, your Clinician may disclose information about you <u>only</u> to medical or law enforcement personnel and <u>only</u> if the Clinician determines that there is a probability of imminent physical injury by you to yourself or to others or there is a probability of immediate mental or emotional injury to you.

• <u>Efficacy of Treatment</u>. Many therapists believe that something is lost by not being in the same room while providing treatment or consulting services to a patient or client. For example, there is debate about a therapist's ability to fully understand and most effectively respond to non-verbal information when working remotely, particularly in a telephone-only setting.

Confidentiality

Clinicians with whom you consult through the Sound Off Application have a legal and ethical responsibility to use their best efforts to protect all communications that are a part of your telepsychology sessions. However, neither Sound Off nor the Clinicians can guarantee that any submissions, or the transactions conducted on or through the Application, are or will be totally secure. The nature of electronic communications technologies is such that Sound Off cannot guarantee that your communications will be kept confidential or that other people may not gain access to your communications. Sound Off intends to use updated encryption methods, firewalls, and back-up systems to help keep your information private, but there is always a risk that your electronic communications may be compromised, unsecured, or accessed by others. You should also take reasonable steps to ensure the security of your communications (for example, only using secure networks for telepsychology sessions and having passwords to protect the device you use for telepsychology). You are responsible for maintaining the confidentiality of your User Name and any other user identifier or other unique name or number assigned to you (collectively, your "User ID") and any password used in connection with your use of the Application. You are fully responsible for all access and any activity that occurs through use of your User ID or Sound Off is not and will not be liable for any loss or damage arising from any password. unauthorized access or use of your User ID or password. See also Sound Off's "Privacy Policy" contained on the Application. Should you choose to disclose or inadvertently disclose identifying information in the text, please use the "clear history" function of the text exchange.

Records

Your verbal telepsychology sessions with the Clinician will not be recorded in any way unless agreed to in writing by mutual consent of you and the Clinician with whom you consult. The licensed Clinician may maintain a record of your session in the same way that he or she maintains records of in-person sessions or traditional telemedicine in accordance with his or her customary policies.

Understanding and Consent

I understand that neither Sound Off nor the Clinician has made or is making any representation that the support and services I receive through the Application are comparable to the support or services I may receive in a face-to-face or in-patient relationship with a licensed mental health professional. I further understand that if I am struggling and am open to pursuing such an in-person relationship, your Clinician will do everything possible to assist you to do so.

I acknowledge and agree that neither Sound Off nor Clinician has made any warranty or guaranty of a successful outcome or resolution of my concerns through the telepsychology consulting services of the Sound Off Application, just as no such warranty or guaranty of a successful outcome or resolution of your concerns could be provided by a mental health licensed professional providing in-person services or treatment.

I understand that I may need certain computer or cell phone systems to use the telepsychology services accessible through the Sound Off Application. I further understand that I am solely responsible for any costs related to the purchase or lease of any necessary equipment, accessories, or software to take part in telepsychology.

Your Clinician may not regularly check his or her Application, email or texts, nor respond immediately, so the Application should not be used if you are experiencing a crisis or an emergency. If you are unable to reach your Clinician and feel that you cannot wait for him or her to return your call, you should contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call, or please contact the Veteran Administration Crisis Line, 1-800-273-8255 or text 838255.

If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911, or please contact the Veteran Administration Crisis Line, 1-800-273-8255 or text 8382, or go to your nearest emergency room.

Informed Consent

Your submission below of your randomly generated and unique User Name that Sound Off supplies to you upon your download of the Application indicates your acknowledgement and

understanding and your consent to the services being provided to you, and your agreement with, the terms and conditions of this Informed Consent.

SO#_____ User Name¹

Date

¹ Please be certain to supply here your Sound Off Application-supplied user name and NOT your actual name.

INFORMED CONSENT FOR SOUND OFF TELEPHONIC PEER CONSULTING (Battle Buddy version)

The Sound Off mobile application and any related customer portal (the "Application") operated by Sound Off, Inc. ("Sound Off," "we" or "us") provides a platform and program for US veterans and active duty servicemen and servicewomen and others to access on an anonymous basis online counseling and peer support through our voice-over-internet platform to permit you telephonic access to licensed mental healthcare clinicians or other professionals ("Clinicians") and/or from nonprofessional peer veterans or service members ("Battle Buddies"). When we refer to "you" or "your," we mean the individual United States veteran or active duty servicemember accessing the Application. Sound Off's Application may also be made available in the near future to members of the United States intelligence community and to family members of United States military veterans and military service members and intelligence community members, or to first responders or such other services populations as Sound Off may from time to time determine (each as so authorized from time to time also included as a "User" or as "you" or "your" herein, if so authorized).

Sound Off believes that the convenience and anonymity of the Sound Off approach provide an invaluable addition to the range of public service and healthcare response tools for veterans or active service personnel with mental health and/or behavioral issues and stresses that are of significant concern to you. Through the Sound Off Application, you can conveniently and comfortably obtain a level of consulting services from a dedicated and volunteer peer Battle Buddy, without charge, that may allow you in discussing your situation to either resolve your concerns or assess with the guidance of the Battle Buddy whether you ought to consider seeking in-person professional services, with recommendations in that event for unaffiliated healthcare providers in your geographic area. You should be aware that the Battle Buddy is not a licensed healthcare professional.

This Informed Consent for Telephonic Peer Consulting describes the peer support services you will be receiving using the phone or the Internet when you consult with a Battle Buddy.

Please read this carefully. By signing the Informed Consent below utilizing your assigned User Name, (1) you acknowledge that you understand the services to be provided to you by the Battle Buddy, and (ii) you consent to receive those services from a Battle Buddy through the phone or internet on the terms described in this Informed Consent.

Benefits and Risks of Telephonic Peer Consulting

Because our Application is based upon providing peer consulting services to veterans and active service members in which you remain anonymous, we do not offer videoconferencing or other visual telephonic consulting services.

Following are some of the benefits and risks with the Sound Off Program.

<u>Benefits</u>

- <u>Anonymous and Convenient.</u> The principal benefit of the Sound Off Application and its dependence upon remote access through voice conferencing or telephone is that it provides a platform for you to confidentially and on an anonymous basis seek consulting services to explore mental health and/or behavioral issues and stresses that are of significant concern to you, without (i) the necessity of setting or attending in-person appointments that might signal to your employers, family members or friends concerns that you have before you are prepared to discuss such concerns with them, and (ii) the expense of paying deductibles, co-payment obligations or other charges for such consulting services.
- <u>Remote Services.</u> Another of the benefits of telephonic peer consulting is that you and the Battle Buddy can engage in services without being in the same physical location. This can be helpful in ensuring continuity of your particular peer consulting relationship if you or the Battle Buddy moves to a different location, takes an extended vacation, or is otherwise geographically remote. It is also more convenient and takes less time.

<u>Risks</u>

- <u>Confidentiality</u>. Because telephonic consulting sessions take place outside of a private office setting, there is potential for other people to overhear sessions if you are not in a private place during the session. It is important for you to make sure you find a private place for your session where you will not be interrupted. It is also important for you to protect the privacy of your session on your cell phone or other device. You should participate in a telephonic peer consulting session on the Application only while in a room or area where other people are not present and cannot overhear the conversation. The Battle Buddy with whom you are connected and consult through the Application will take reasonable steps to ensure your privacy.
- <u>Issues Related to Technology</u>. There are many ways that technology issues might impact the services you receive through telephonic peer consulting. For example, telephonic voice-over-internet consulting requires technical competence on the part of both you and the Battle Buddy to be helpful. In addition, technology may stop working during a session, other people might be able to get access to your private conversation, or stored data could be accessed by unauthorized people or companies.
- <u>Crisis Management and Intervention</u>. If you currently or in the future are in a crisis situation requiring high levels of support and intervention, your Battle Buddy will be limited in the kind of care that he or she can provide. Because of the constraints provided by your anonymity in terms of name and location, the

Battle Buddy will continue to provide helpful peer consulting advice and feedback but may also encourage you to seek any in-person treatment that it appears would be advisable. Before engaging in telephonic peer counseling, you and your Battle Buddy will develop an emergency response plan to address potential crisis situations that may arise during your consultation with the Battle Buddy. In particular, you may access the link to the Veteran Administration Crisis Line, 1-800-273-8255 or text 838255 on the Sound Off Application at any time you think appropriate, including by interrupting a Sound Off consultation to do so.

However, notwithstanding any confidentiality obligations otherwise applicable in the event that your Battle Buddy does become aware of personally identifiable information and also becomes aware of a reasonably foreseeable harm to you or others in the course of your consultation, your Battle Buddy may disclose information about you <u>only</u> to medical or law enforcement personnel and <u>only</u> if the Battle Buddy determines that there is a probability of imminent physical injury by you to yourself or to others or there is a probability of immediate mental or emotional injury to you.

• <u>Efficacy of Services</u>. Many counselors, including volunteer nonprofessional ones, believe that something is lost by not being in the same room while providing consulting services to a client. For example, there is debate about a counselor's ability to fully understand and most effectively respond to non-verbal information when working remotely, particularly in a telephone-only setting.

Confidentiality

Battle Buddies with whom you consult through the Sound Off Application have an ethical responsibility to use their best efforts to protect all communications that are a part of your telephonic peer consulting sessions. However, neither Sound Off nor the Battle Buddies can guarantee that any submissions, or the transactions conducted on or through the Application, are or will be totally secure. The nature of electronic communications technologies is such that Sound Off cannot guarantee that your communications will be kept confidential or that other people may not gain access to your communications. Sound Off intends to use updated encryption methods, firewalls, and back-up systems to help keep your information private, but there is always a risk that your electronic communications may be compromised, unsecured, or accessed by others. You should also take reasonable steps to ensure the security of your communications (for example, only using secure networks for telephonic peer consulting sessions and having passwords to protect the device you use for such consulting sessions). You are responsible for maintaining the confidentiality of your User Name and any other user identifier or other unique name or number assigned to you (collectively, your "User ID") and any password used in connection with your use of the Application. You are fully responsible for all access and any activity that occurs through use of your User ID or password. Sound Off is not and will not be liable for any loss or damage arising from any unauthorized access or use of your User ID or password. See also Sound Off's "Privacy Policy" contained on the Application.

Should you choose to disclose or inadvertently disclose identifying information in the text, please use the "clear history" function of the text exchange.

Records

Your telephonic peer consulting sessions with the Battle Buddy will not be recorded in any way unless agreed to in writing by mutual consent of you and the Battle Buddy with whom you consult. The Battle Buddy may maintain a record of your session.

Understanding and Consent

I understand that neither Sound Off nor the Battle Buddy has made or is making any representation that the support and services I receive through the Application are comparable to the support or services I may receive in a face-to-face or in-patient relationship with a licensed mental health professional. I further understand that if I am struggling and am open to pursuing such an in-person relationship with a Clinician or other licensed professional, your Battle Buddy will do everything possible to assist you to do so.

I acknowledge and agree that neither Sound Off nor the Battle Buddy has made any warranty or guaranty of a successful outcome or resolution of my concerns through the telephonic peer consulting services of the Sound Off Application, just as no such warranty or guaranty of a successful outcome or resolution of your concerns could be provided by even a mental health licensed professional providing in-person services or treatment.

I understand that I may need certain computer or cell phone systems to use the telephonic peer consulting services accessible through the Sound Off Application. I further understand that I am solely responsible for any costs related to the purchase or lease of any necessary equipment, accessories, or software to take part in such consulting sessions.

<u>Your Battle Buddy may not regularly check his or her Application, email or texts, nor respond</u> <u>immediately, so the Application should not be used if you are experiencing a crisis or an</u> <u>emergency.</u> If you are unable to reach your Battle Buddy and feel that you cannot wait for him or her to return your call, you should contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call, or please contact the Veteran Administration Crisis Line, 1-800-273-8255 or text 838255. If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911, or please contact the Veteran Administration Crisis Line, 1-800-273-8255 or text 8382, or go to your nearest emergency room.

[signature page follows]

Informed Consent

Your submission below of your randomly generated and unique User Name that Sound Off supplies to you upon your download of the Application indicates your acknowledgement and understanding and your consent to the services being provided to you, and your agreement with, the terms and conditions of this Informed Consent.

SO#_____ User Name¹

Date

¹ Please be certain to supply here your Sound Off Application-supplied user name and NOT your actual name.