

SignatureMD Concierge Services Terms and Conditions (May 19, 2010)

These SignatureMD Concierge Services Patient Membership Terms and Conditions ("Terms & Conditions") set forth the terms and conditions under which individuals ("Members") who have entered into a SignatureMD Concierge Services Patient Membership Agreement ("Agreement") shall participate in the SignatureMD Concierge Services Program ("SignatureMD Program") offered by SignatureMD, Inc. ("SignatureMD").

1. SignatureMD Program

The SignatureMD Program provides services specified in Attachment I hereto designed to enhance Members' healthcare experiences (the "SignatureMD Services"). The SignatureMD Services include only services not covered by insurance. The entire membership fee is in payment for services not covered by medical insurance under which Member is covered or by Medicare. Additional services not covered by medical insurance under which Member is covered or by Medicare may be offered to Member from time to time by SignatureMD in its sole discretion. The SignatureMD Services do not include any healthcare or medical services, testing or other services not specifically listed as one of the SignatureMD Services in these Terms & Conditions, including any Attachments hereto.

2. Personal Physician Designation

Each Member understands that from time to time certain participating physicians may cease to be SignatureMD Program physicians and/or that certain SignatureMD Program physicians may no longer be able to accept new Members due to patient volume. If a Member's designated or desired physician is no longer available, Member will be notified of such unavailability and will be provided with a list of available SignatureMD Program physicians from which to select a personal physician. At such time, Member shall select another personal physician from the list presented by SignatureMD or, at his or her election, may terminate the Agreement, in which case Member will be refunded any prepaid portion of his or her membership fee on a pro rata basis.

3. Annual Membership Fee

Members will pay an annual participation fee (the "Membership Fee") to SignatureMD corresponding to the SignatureMD Program that a Member selects, as defined in the SignatureMD Concierge Services Patient Membership Agreement. SignatureMD may, by notice to Members, adjust the Membership Fee or any other portion of these Terms & Conditions for any Renewal Year (defined in Section 4 below). SignatureMD will notify the Member of the Membership Fee for any Renewal Year before the beginning of that year and will notify the Member of any other changes in these Terms & Conditions to be applicable in such Renewal Year. If the Membership Fee for the Renewal Year and any alterations in these Terms & Conditions are acceptable, Member shall either pay the Membership Fee specified in the notice within thirty (30) days after receipt of the notice, provided no such payment shall be required before the commencement of the Renewal Year, or elect to pay the Membership Fee for the Renewal Year in four (4) equal quarterly (3 months) payments by authorizing SignatureMD to charge Member's credit card for the quarterly installments, in which case Member shall provide SignatureMD with the credit card's number, expiration date and verification number and the name in which the credit card has been issued. If the Membership Fee for the Renewal Year or any alteration in these Terms and Conditions is not acceptable, Member may elect to terminate the Agreement by written notice to SignatureMD with thirty (30) days after receipt of the notice of the Renewal Year Membership Fee. Member's failure to pay or authorize the payment of the Membership Fee for any Renewal Year or to terminate the Agreement within thirty (30) days after receipt of the notice of the Renewal Year Membership Fee may result in termination of the Agreement by Signature MD.

4. Renewals and Termination

The initial annual Membership Fee covers the initial one (1) year term of the Agreement which commences on the Effective Date of the Agreement (the "Initial Year"). The Agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Year"), unless either party notifies the other party in writing not less than thirty (30) days prior to the expiration of the then-current Initial Year or Renewal Year of such party's desire not to renew the Agreement or within the period specified in Section 3 above. A Member may terminate the Agreement at any time upon thirty (30) days prior written notice to SignatureMD. If a Member terminates the Agreement during the first thirty (30) days after the commencement of the Initial Year or a Renewal Year, Member shall be entitled to a pro rated refund of any prepaid portion of the Membership Fee for the then-current Initial Year or Renewal Year. If a member terminates the Agreement after the first thirty (30) days of the Initial Year or a Renewal Year, Member shall not be entitled to a refund of any unused portion of the Membership Fee for the then-current Initial Year or Renewal Year and shall remain



responsible to fulfill the financial obligations for the remainder of the then current Initial Year or Renewal Year. SignatureMD may terminate the Agreement at any time upon thirty (30) days prior written notice to a Member, provided that the Member will be entitled to a prorated refund of any prepaid portion of the Membership Fee for the then-current Initial Year or Renewal Year. In addition, upon SignatureMD's receipt the Membership Fee for the Initial Year or any Renewal Year, SignatureMD shall have the option, in its sole and absolute discretion, to return the full amount of the Membership Fee for the Initial Year or Renewal Year theretofore received by SignatureMD from Member and to terminate the Agreement.

5. Medical Care Services Excluded from Annual Membership Fee

The Membership Fee specified above covers only the SignatureMD Services for the SignatureMD Program selected by the Member. The Member and/or Member's insurers will be financially responsible for paying all healthcare and medical care services received from the SignatureMD affiliated Personal Physician. Member's SignatureMD affiliated Personal Physician will bill Member and/or Member's insurer for those medical or healthcare services provided to Member.

6. Co-Payments and Insurance Information

Participation in the SignatureMD Program does not affect the co-payments, co-insurance or deductibles that a Member is required to pay or any other terms and provisions of Member's insurance coverage. The Member will be financially responsible for any co-payments, co-insurance or deductible amounts payable pursuant to the terms of Member's insurance. The Member understands and agrees that the Agreement is a contract for non-medical services and not a contract for insurance or for medical services.

7. Email Communications, Electronic Medical Records and Privacy

If a Member wishes to send e-mail communications to and receive e-mail responses from his or her SignatureMD Program physician, or such physician's employees, agents and representatives, including SignatureMD, Members should be aware that e-mail is not a secure medium for sending or receiving potentially sensitive personal health information. Although SignatureMD and each SignatureMD Program physician will take steps to keep Members' communications with SignatureMD, SignatureMD Program physicians and/or their respective employees, agents and representatives confidential and secure, the confidentiality of e-mail communications cannot be assured or guaranteed. Member acknowledges and agrees that e-mail is not a good method for urgent or time-sensitive communications with Member's SignatureMD Program physician. In the event a communication is time-sensitive, Member should communicate with Member's SignatureMD Program physician by telephone or in person. In addition, Member acknowledges and agrees that, at the discretion of Member's SignatureMD Program physician, Member's e-mail may become part of Member's permanent medical records. In addition, while SignatureMD and each SignatureMD Program physician will take reasonable steps to keep Members' electronic medical records secure, the security of any electronic records system cannot be absolutely guaranteed.

8. Consent Form

Member acknowledges and agrees that Member will be required to execute a consent form regarding consent to provide medical treatment and the release of information for insurance and other compliance purposes provided by Member's SignatureMD Program physician prior to receiving medical services.

9. Change of Law

If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement including these Terms & Conditions, which are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement including these Terms & Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement including these Terms & Conditions, within the earlier of forty-five (45) days after the date of the notice seeking renegotiation or the effective date of change, or if the change is effective immediately, then either party may immediately terminate the Agreement by written notice to the other party.

10. Limitation of Liability

SignatureMD's liability to Member arising out of or related to the Agreement, including providing the SignatureMD Services there under, shall be limited to the Membership Fees paid by Member during the twelve (12) month period preceding the date on which the claim arises. In no event shall SignatureMD be liable for any indirect, consequential, special or punitive damages of any kind, whether arising in contract, tort, strict liability or otherwise, even if SignatureMD has been apprised of the possibility of such damages.



11. Health Care Decisions

SignatureMD is not a healthcare provider, does not practice medicine and shall not interfere in any manner with the relationship between a SignatureMD Program physician and a Member with regard to medical treatment. Member acknowledges and agrees that Member and Member's SignatureMD Program physician are solely responsible for any medical decisions regarding the course of treatment for any illness or condition of Member. If Member is unsure of the efficacy or appropriateness of any treatment plan proposed by Member's SignatureMD Program physician, it is the responsibility of Member to seek additional medical guidance. Member further acknowledges and agrees that to the extent that Member's service level includes personalized medical research or disease management services from SignatureMD, Member is ultimately responsible, together with such professional and other advisors as Member shall select including Member's SignatureMD Program physician, for evaluating any information, advice or guidance provided by SignatureMD, and SignatureMD hereby disclaims any and all warranties of any kind with regard to such personalized medical research and disease management services, express or implied, including the implied warranties of fitness for a particular purpose or merchantability.

12. Miscellaneous

The Agreement, including these Terms & Conditions and any other materials attached to or incorporated into the Agreement by reference (a) shall be governed by California law applicable to dealings in such state by residents of such state and without regard to California's rules regarding conflicts of laws, (b) sets forth the entire agreement and understanding between Member and SignatureMD with respect to the subject matter hereof, and has priority over all other documents, verbal consents and/or understandings related thereto, (c) may not be modified except in a written document signed by Member and SignatureMD, and (d) may not be assigned by Member.

Any communication required or permitted to be sent under the Agreement shall be in writing and sent via facsimile, certified mail return receipt requested, or via overnight courier to the addresses set forth in the Agreement (including for SignatureMD the address set forth at the foot of page 1 of the Agreement). Either party may change the address to which communications to such party shall be addressed by notice given to the other party in the manner specified above.

The provisions of Sections 10, 11 and 12 of these Terms & Conditions shall survive the expiration or termination for any reason of the Agreement.

Headings in the Agreement are included herein for ease of reference only and have no legal effect. No party shall be liable for failure of or delay in performing obligations set forth in the Agreement, and no party shall be deemed in breach of its obligations, to the extent such failure or delay is due to natural disaster, Act of God or any other cause reasonably beyond the control of such party. Any waiver by either party of any rights arising from any breach of any terms of the Agreement shall not be construed as a continuing waiver of other breaches of the same or other terms of the Agreement by the other party. Should any clause, term or provision of the Agreement be held by a court of competent jurisdiction to be illegal, invalid, unenforceable or in conflict with any law, the legality, validity and enforceability of the remaining clauses, terms and provisions shall not be affected or impaired thereby.

Any dispute between Member and SignatureMD arising under the Agreement which the parties are unable to resolve through negotiation shall be resolved exclusively by arbitration before a neutral arbitrator in Los Angeles County, California under the auspices of the American Arbitration Association, in accordance with its then current rules and procedures for commercial arbitration. Any award rendered pursuant to such arbitration shall be final and binding upon the parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall bear its own attorneys' fees, costs and expenses in connection with any such arbitration.

The Agreement shall be binding upon and inure to the benefit of the respective parties and their respective permitted heirs, successors and assigns. The Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



ATTACHMENT 1

SignatureMD Program Services

Services Included in Yearly Fee:

1. Arranging same or next business day appointments with primary care physician.
 - a. Exceptions to this include but are not limited to Physician illness, epidemic, bereavement, vacation, and natural disaster.
2. Arranging for unhurried appointments with primary care physician
3. 24x7 technology assisted physician availability

