

# Membership Agreement

This membership agreement (the “Agreement”) is by and between the undersigned (“You” or “Your”) and your SignatureMD Program Physician designated in your Membership Application (“PHYSICIAN”) and sets forth the terms and conditions that govern Your participation in the SignatureMD personalized care program (the “Program”). This Agreement is effective on the date (the “Effective Date”) which your completed Membership Application and the signed Agreement are submitted to your participating PHYSICIAN or SignatureMD.

1. **Program.** The Program includes the following services, as may be amended on an annual basis by PHYSICIAN (“Services”), which will be provided by a designated third-party physician affiliated with the SignatureMD Program per your Membership Application (“Your Physician”):
  - o An annual executive preventive care physical assessment (this assessment is in addition to and includes services not provided as part of, the initial Medicare preventive physical and annual wellness visit or any similar services covered by private insurance plans)
  - o Prompt response to non-urgent issue or questions related to your health.
  - o 24 x 7 direct physician availability via cell phone, pager, and/or email.
  - o Same day or next day appointments when not medically required or needed.
  - o Minimal or no-wait appointments.
  - o Assistance with scheduling appointments with sub-specialists and hospitals.
  - o Wellness and other educational materials not covered by Medicare or other insurance plans.

Your Physician facilitates specialist opinions from, and refers patients participating in the Program for treatment at, leading national health centers.

2. **Annual Membership Fee.** In exchange for Your right to participate in the Program, You will pay SignatureMD, as agent for Physician, a fee per Membership Application, as may be modified by SignatureMD on an annual basis (the “Membership Fee”). A portion of the Membership Fee (the “Physician’s Portion”) will be paid to Your Physician for the provision of the Services to You. Initial payments are processed on the date SignatureMD accepts Your participation in the Program. Subsequent payments will be charged semi-annually or annually as You elect. If You pay via credit, debit, or ACH debit, then You hereby authorize SignatureMD or its third-party payment processor automatically to charge Your chosen method of payment according to these terms.

3. **Renewals.** Each annual Membership Fee covers Services for a one-year period (the “Term”). At the expiration of the initial one- year Term, this Agreement will automatically renew for successive one-year terms, unless and until terminated as provided in paragraph 4 below. Your failure to pay the Membership Fee by the first day of each renewal Term will automatically terminate this Agreement.

4. **Termination.** Either party may terminate this Agreement at any time upon 30-days prior written notice to the other party. If this Agreement terminates for any reason prior to the performance of the annual executive preventive care physical assessment set forth in paragraph 1 above, You will be entitled to a prorated refund of the Membership Fee. If, however, at the time of termination You have already received such examination for that year, You will not be eligible for a refund and will be responsible for the balance of the Membership Fee for the year. In the event of a termination of this Agreement, You agree to look only to your Physician for a refund of the Physician's Portion of your fee and not to SignatureMD.

5. **Services Excluded from Annual Membership Fee.** The Membership Fee covers only the Services specified above in paragraph 1, which are not covered by Medicare, Medicaid, or commercial insurance, and You agree not to file claims with such third parties for all or any part of the Membership Fee. Your Physician or anyone acting for them will seek reimbursement from any such third party for such Services. You or Your insurer, as the case may be, will be financially responsible for paying Your Physician for all healthcare and medical care services received by You from Your Physician, other than the Services.

6. **Co-Payments.** You understand that the Membership Fee does not affect the co-payments, co-insurance, or deductibles You are required to pay pursuant to the terms of Your insurance coverage. You will continue to be financially responsible for any co-payments, co-insurance, or deductible amounts required by Your insurers.

7. **Communications; Privacy.** You acknowledge that communications with Your Physician using e-mail and cellphone are not guaranteed to be secure or confidential methods of communications. As such, You expressly waive SignatureMD's and Your Physician's obligation to ensure confidentiality with respect to correspondence using such means of communication. You acknowledge that all such communications may become a part of Your medical records. Further, You authorize Your Physician and his or her office to communicate with You by e-mail regarding Your "protected health information" ("PHI") (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) using Your e-mail address You provided to Your Physician. By providing such e-mail address, You acknowledge that:

(a) E-mail is not a secure medium for sending or receiving PHI and, in particular, if you send or receive e-mail through Your employer's e-mail system, the employer may have the right to review it;

(b) Although Your Physician will make reasonable efforts to keep e-mail communications confidential and secure, Your Physician cannot assure or guarantee the confidentiality of e-mail communications;

(c) In the discretion of Your Physician, e-mail communications may be made a part of Your permanent medical record; and

(d) E-mail is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information.

8. **Relationship between Your Physician and SignatureMD.** You understand that Your Physician is an independent contractor and is not an agent, servant, or employee of SignatureMD. You also understand that SignatureMD does not provide, supervise, or control the Services You will receive from Your Physician. Rather, the Services are furnished and directed solely by Your Physician, who exercises his/her own medical judgment in his/her practice of medicine. SignatureMD is not responsible or liable for the acts or omissions of Your Physician.

9. **Entire Agreement.** This Agreement constitutes and sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement is personal to You, and You may not assign or transfer it to any other person.

10. **Notices.** Any communication required or permitted to be sent under this Agreement shall be in writing and sent via U.S. mail to the addresses set forth in this Agreement. Any change in address shall be communicated in accordance with the provisions of this section.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except for those conflicts of law rules thereof that would require or permit the application of the laws of another jurisdiction. The parties agree that the federal and state courts located within Wilmington, Delaware have exclusive jurisdiction over this Agreement and any disputes or controversies between the parties arising out of or relating to this Agreement.

12. **Limitation of Liability.** In no event will SignatureMD be liable to You for any indirect, incidental, consequential, punitive, special, or exemplary damages (even if such party has been advised of the possibility of such damages), arising from this Agreement, including, but not limited to, loss of revenue or anticipated profits, loss of business, loss of data or loss of use. EXCEPT AS LIMITED BY APPLICABLE LAW, IN NO CASE SHALL SIGNATUREMD'S TOTAL CUMULATIVE LIABILITY FOR A CLAIM OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, INDEMNITY OR OTHERWISE, FOR ANY LOSS, LIABILITY OR DAMAGE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES EXCEED YOUR MEMBERSHIP FEES PAID HERE UNDER DURING THE TWELVE (12)-MONTH PERIOD ENDING ON THE DATE OF THE ACTION UNDERLYING SUCH CLAIM.

13. **Disclaimer of Warranties.** THE PROGRAM AND THE SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SIGNATUREMD DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, OR NON-INFRINGEMENT. SIGNATUREMD DOES NOT WARRANT THAT THE PROGRAM OR THE SERVICES

WILL MEET YOUR REQUIREMENTS NOR DOES IT GIVE ANY WARRANTY ABOUT THE RESULTS THAT MAY BE OBTAINED BY USING THE PROGRAM.

14. **Not a Health Plan.** You acknowledge and understand: (i) the Program is not a “health plan” as such term is defined in 45 C.F.R.§160.103 and is not a substitute therefor; (ii) SignatureMD is not an insurance company, healthcare services provider, or healthcare plan administrator; and (iii) the Services (other than the annual physical examination) are not medical services.

15. **Agreement Amendment.** SignatureMD, on behalf of Your Physician, reserves the right to amend the terms of this Membership Agreement. When doing so, a 30-day written notice will be sent to you detailing the amended terms and corresponding effective date.