Physician Services Agreement

This physician services agreement ("Agreement") specifies the terms and conditions under which you, the undersigned patient ("Patient"), may secure specific private direct program services ("Program Services" as further defined below) from your physician ("Physician"), the Program Services provider. Your Physician receives administrative, business, educational and marketing services ("Cypress Affiliation Services") provided by Cypress LLC ("Cypress"), but Cypress does not provide or control how Program Services are provided by your Physician. This Agreement is solely by and between you and your Physician.

This Agreement will become effective either on the date your Physician makes Program Services available to you or the date of your signature acknowledging the terms of this Agreement, whichever is later ("Effective Date").

1. Physician Services. Any and all Program Services will be provided independently from any other services provided by your Physician and covered by your private or Medicare health insurance plan ("Plan") and you will not be billed directly for those services except for any applicable co-payments, deductibles or office visit fees. Program Services are outside Plan coverage or reimbursement.

Your Physician provides the following Program Services:

- An annual, regardless of medical condition or necessity, diagnostic medical examination or physical checkup ("Private Checkup"). This Private Checkup is *in addition* to the one-time Welcome To Medicare physical, the Medicare Annual Wellness Visit ("AWV"), or any medically-indicated and necessary physical examination or intervention, each of which can be separately provided and billed to an applicable Plan;
- Enhanced electronic communication connection with your Physician, including health data storage and communication facilitation ("Health Data Plan"), to implement your Private Checkup health goals, integrating your personal and Private Checkup health information toward improved health education and guidance for the entire year.

The Private Checkup and Health Data Plan are the sole Program Services delivered for private patient fees by your Physician. The Private Checkup creates an annual health data baseline, and the Health Data Plan enables 24/7 communication connection with your Physician for the entire year toward reaching Private Checkup-based health goals. Because your Physician supports a smaller number of patients who subscribe to Program Services and is no longer solely dependent on Plan reimbursement, your Physician anticipates providing easily scheduled office visits unhurried by Plan requirements.

2. Physician. You understand and acknowledge that if you terminate your Program Services arrangement with your Physician, you may be unable to rejoin due to patient capacity limits. If for any reason your Physician is no longer available to provide Program Services, either Cypress (functioning in an administrative supporting role for your Physician) or your Physician will notify you of such unavailability and will refund any unearned Annual Fees you have paid if you so desire, as explained in paragraph five (5) below.

3. Relationship between Your Physician and Cypress. You understand and acknowledge that your Physician is not an agent, servant or employee of Cypress. Your Physician receives Cypress Affiliation Services, but Cypress does not, and will not, provide, supervise or control the medical care that you receive from your Physician. Rather, all of Physician's medical services (including the Program Services) are furnished and directed solely by your Physician, who exercises Physician's own medical judgment regarding the practice of medicine. Cypress is not responsible for the judgment or conduct of your Physician or any other healthcare professional who provides services to you. Your Physician compensates Cypress for Cypress Affiliation Services under a separate written agreement between only your Physician and Cypress, and Cypress Affiliation Services do not include establishing, monitoring, or controlling medical services. Your rights and expectations regarding Program Services are solely expressed in this Agreement, and are owed to you solely by your Physician and not owed or delivered by Cypress.

4. Annual Fee. Patient will pay an annual Program Services fee ("Annual Fee") of $1,910 (One Thousand Nine Hundred and Ten Dollars) made out to your Physician and collected by Cypress for the availability of Program Services as defined above. The Annual Fee can be paid Annually, Semi-Annually, or Quarterly. Discounts to the Annual Fee (ex., couples or family discounts) may be provided by and are at the sole discretion of your Physician. Amenities Fees shall increase by 3% on each annual renewal of this Personalized Care Program Agreement.

5. Renewals and Termination. The Annual Fee covers Program Services made available to you for a period of one (1) year (the "Term"). Upon receipt of the signed Application acknowledging the terms of this Agreement and the Annual Fee, the Physician shall have the option in his/her sole and absolute discretion, not to accept the Application and to return your payment to you (for example, due to limitations in practice size). Unless otherwise terminated, this Agreement shall automatically renew for an additional one-year period upon the expiration of each Term and receipt of payment in accordance with established terms, unless Cypress and/or the Physician has been notified in writing 30 days before your annual term date. Failure to pay the renewal Annual Fee prior to the anniversary of the Effective Date shall result in termination of your active status in the Program. (For example, if the Effective Date is January 1, then you must pay your Annual Fee on or before December 31 of that same calendar year). Participation in the Program is personal to each individual accepted into the Program, and may not be assigned. By participating in your physician's practice, you are agreeing to the terms and conditions set forth in this agreement as well as any subsequently modified agreements which will be provided to you via USPS.

You have the right to terminate this Agreement with 30 days written notice, and you may be entitled to a prorated refund of any unearned Annual Fees paid. Please be advised that when your Physician delivers the Private Checkup and any related healthcare guidance and goal-setting, the Annual Fee is deemed substantially earned, and no refund will be issued. The Physician also reserves the right to terminate this Agreement or adjust the Annual Fee at his/her discretion. If the Physician decides to adjust the Annual Fee, you will be notified in writing with a minimum of 45 days advanced notice.

6. Plan-Covered Healthcare Services Excluded from Annual Fee. The Annual Fee does not cover any Plan-covered healthcare services. All communication amenities offered as part of the Program Services do not include communications related to Plan-covered office visit scheduling or following-up on an office visit covered by Plan or for emergent medical needs. Neither Cypress nor your Physician or his/her staff will seek reimbursement from any Plan or other third-party payer for the private pay Program Services**. You must not seek full or partial reimbursement of the Annual Fee from Medicare**. Except for the Program Services described above, you and/or your Plan as the case may be, will be financially responsible for paying for all other healthcare and medical care services received by you from your Physician and his or her staff. Medicare, and any private Plan under which your Physician is a network provider pursuant to a written Plan agreement, may be billed for non-Program Services healthcare covered by that Plan.

7. Co-Payments/Deductibles. The Annual Fee does not affect the co-payments or deductibles that you may be required to pay for services that are covered by a Plan and that will be billed to a Plan. You will continue to be financially responsible for any co-payments or deductible amounts required by your Plan. If you are Medicare-eligible, Medicare will be billed for Medicare covered services and you may be responsible for any applicable co-payments or deductibles triggered by billing Medicare.

8. Vacations and Illness for Your Physician. Your Physician will provide you with notice as soon as reasonably possible of his/her absence exceeding five (5) business days. Should your Physician be on vacation, or ill and unable to see you in a timely manner, you will be referred to another physician or facility. Related costs will be assessed separately from your Physician and are your sole responsibility.

9. Entire Agreement. Physician and Patient agree to the terms of this Agreement, all of which are expressed herein. There are no promises or representations except as set forth herein. This Agreement may only be modified in a writing signed by both parties.

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 through this Agreement. Any change in address shall be communicated in accordance with the provisions of this section.

11. Billing. Initial payments are processed at the time of enrollment. Subsequent payments are charged quarterly, semi-annually or annually as elected by the Patient.

12. Electronic Communications. You should be aware that sending email and/or text messages to your Physician through traditional messaging (personal email and cell phone) is generally an unsecure medium for sending or receiving potentially sensitive personal health information. Please review the separate "Electronic Communications Agreement for Personal Health Information" regarding an additional electronic communication agreement available from your Physician.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which your Physician practices medicine, excluding reference to any choice of law principles of that state.