



Membership Agreement

This membership agreement (the "Agreement") specifies the terms and conditions under which you, the undersigned member ("Member") may participate in the CYPRESS program. This Agreement will become effective either on the date your Affiliated Physician ("Affiliated Physician") commences the Program or the date of your signature of this Agreement, whichever is later (the "Effective Date").

1. Service Delivered. The Program's annual fee encompasses the following services ("Services"):

- 24/7 Access to your Physician
- Same Day/Next Day Appointment
- Cypress Annual Wellness Assessment

2. Affiliated Physician. You understand and acknowledge that physicians participating in the Program may change from time to time and that from time to time certain Affiliated Physicians may no longer be able to accept new members due to patient volume limits. If your designated Affiliated Physician is no longer available, Cypress will notify you of such unavailability and will refund your annual fee if you so desire, as explained in paragraph five below.

3. Relationship between Affiliated Physician and Cypress. You understand and acknowledge that Affiliated Physicians are independent contractors and are not the agents, servants or employees of Cypress. You further agree and understand that Cypress does not provide, supervise or control the care that you receive from an Affiliated Physician. Rather, your care is furnished and directed solely by the Affiliated Physician who exercises his/her own medical judgment in his/her practice of medicine. Cypress is not responsible for the judgment or conduct of any Affiliated Physician who renders services to you.

4. Annual Membership Fee. Each Member will pay an annual fee ("Annual Fee") of \$1800 (one thousand eight hundred dollars) to your Doctor.

5. Renewals and Termination. The Annual Fee covers a period of one (1) year (the "Term"). Failure to pay the renewal Annual Fee prior to the anniversary of the Effective Date shall result in termination of your membership in the Program. (For example, if the Effective Date is January 1, 2012, then you must renew on or before December 31, 2012.) You or Cypress may terminate this Agreement at any time upon 30-days written notice. If you or Cypress terminate this Agreement for any reason prior to receiving your Services, you will be entitled to a prorated refund of the Annual Fee. If you have received your Services, you will not be eligible for a refund, and you will be responsible for the balance of the Annual Fee. Upon Cypress' receipt of the Agreement and the Annual Fee, Cypress shall have the option in its sole and absolute discretion, not to accept this Agreement and to return your payment to you (e.g. 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.

6. Medical Care Services Excluded from Annual Membership Fee. The Annual Fee specified herein covers only the defined Services. Neither Cypress nor your Affiliated Physician or his or her staff will seek reimbursement from any insurer or other third-party payer for the Services. Except for your Services, you and/or your insurer as the case may be, will be financially responsible for paying for all healthcare and medical care services received by you from your Affiliated Physician and his or her staff. Your Affiliated Physician's limited practice size also enables your Affiliated Physician to provide conveniences, such as same-day or next-day appointments that start on time, unhurried visits, 24/7 availability via personal pager or cell phone, and enhanced coordination of specialist care, at no additional charge to you.

7. Co-Payments. The Annual Fee does not affect the co-payments, co-insurance or deductibles that you are required to pay for a routine visit 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 insurer.

8. Entire Agreement. The undersigned agrees to the terms of this Agreement, all of which are expressed herein. There are no promises or representations except as set forth herein.

9. 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.

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

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana without regard to Louisiana's choice of law provisions.

Signature _____

Date _____