

EXHIBIT C

MEMBERSHIP AGREEMENT

This Physician Membership Agreement ("Agreement") specifies the terms and conditions under which you, the undersigned member ("Member"), may participate in your physician's membership medicine program ("Program") with the understanding that your physician ("Physician") will provide the services defined below. Your Physician receives administrative, education and marketing services provided by Cypress Membership Medicine, LLC ("Cypress"). This Agreement will become effective either on the date your Physician commences the Membership Program or the date of your signature of this Agreement, whichever is later ("Effective Date").

1. Physician Services. Any and all services defined below as "Program Services" will be provided independently from any services covered by your private or Medicare health insurance plan ("Plan"). You will not be billed directly (except for any applicable co-payments, deductibles or office visit fees) for any services covered by your Plan.

Your Physician will provide the following Program services ("Program Services") beyond Plan coverage:

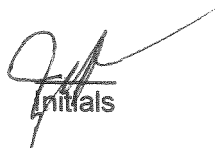
- An annual, regardless of medical condition or necessity, medical examination or physical checkup ("**Private Checkup**"). This Private Checkup is *in addition* to the one-time Welcome To Medicare physical, the Medicare Annual Wellness Visit ("AWV"), or any medically-indicated and necessary physical examination or intervention, each of which can be separately provided and billed to an applicable Plan;
- Enhanced electronic communication connection with your physician to implement your Private Checkup health goals, integrating your personal and Private Checkup health information toward improved health education and guidance. Because your physician supports a smaller number of patients who subscribe to the Program and is no longer dependent on Plan reimbursement, he/she can provide office visits unhurried by Plan requirements, same day/next day communication, and direct Physician connection via personal cell phone or email related to healthcare education, patient healthcare support, diet, nutrition, and fitness education goals.

2. Physician. You understand and acknowledge that your Physician may not be able to accept new members due to patient capacity limits. If 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 below:

3. Relationship between Your Physician and Cypress. You understand and acknowledge that your Physician is not an agent, servant or employee of Cypress. You further agree and understand that Cypress does not, and will not, provide, supervise or control the care that you receive from your Physician. Rather, all Program Services are furnished and directed solely by your Physician, who exercises his/her own medical judgment in his/her practice of medicine. Cypress is not responsible for the judgment or conduct of your Physician or any other physician who provides services to you. In exchange for compensation paid by Physician, Cypress provides administrative, education, marketing services, and billing/collection services to Physician. These administrative services provided by Cypress to Physician are documented in a separate and distinct written agreement that is entirely separate from your direct relationship with your Physician. Your rights and expectations regarding Program Services are solely expressed in this Agreement, and are owed to you solely by your Physician.

4. Annual Membership Fee. Member will pay an annual Program Services fee ("Annual Fee") of \$1,750 (One Thousand Seven Hundred and Fifty Dollars) made out to your Physician and collected by Cypress for the availability of Program Services as defined above. Discounts to the Annual Fee (i.e., reduced couples discount) may be provided and are up to the sole discretion of your Physician.

5. Renewals and Termination. The Annual Fee covers Program Services made available to you for 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, then you must renew



on or before December 31 of that same calendar year). Upon the receipt of the Agreement and the Annual Fee, the Physician shall have the option in his/her sole and absolute discretion, not to accept this Agreement 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 30 days before your annual term date. Participation in the Program is personal to each individual accepted into the Program, and may not be assigned.

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 related healthcare guidance and goal-setting, the Annual Fee is deemed substantially earned, and any refund requested after the delivery of the Private Checkup will be limited. The Physician also reserves the right to terminate this Agreement or adjust the Annual Fee at its discretion. If the Physician decides to adjust its Annual Fee, you will be notified in writing with a minimum of 180 days advanced notice.

6. Medical Care Services Excluded from Annual Membership Fee. The Annual Fee does not cover any Plan billable or 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 healthcare and medical care services received by you from your Physician and his or her staff. Medicare, and any private Plan under which 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. 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. This Agreement may only be modified in a writing signed by you and your Physician, and Cypress.

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

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 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.