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## MEMBERSHIP AGREEMENT

### SUMMIT HEALTH GROUP INC.

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THIS MEMBERSHIP AGREEMENT (the “Agreement”), is entered by and between SUMMIT HEALTH GROUP INC. (the “Medical Group”) and person(s) signing this Agreement (the “Patient”). Medical Group and Patient are sometimes collectively referred to herein as the “Parties” or singularly by their individual names or as a “Party.”

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Purpose of Agreement.**

- (a) Medical Group is a medical group comprised of physicians, chiropractors, and other healthcare professionals, such as physician assistants, nurse practitioners, and/or physical therapists (each, a “Provider”), located at 55 Rolling Oaks Drive, #100, Thousand Oaks, CA 91361.
- (b) To ensure a personalized and integrative experience for its patients, Medical Group limits the patients it serves to those individuals who enter into a concierge membership agreement with Medical Group (“Concierge Practice Membership”).
- (c) Patient is an individual who desires to obtain Concierge Practice Membership and receive medical care and other healthcare services provided by Medical Group and its Providers. If Patient has selected a family membership as described in this Agreement, the term “Patient” refers to each individual in such family.
- (d) Medical Group and Patient enter into this Agreement to establish the terms and conditions of Patient’s Concierge Practice Membership .

2. **Membership Benefits.**

- (a) Concierge Practice Membership includes, but is not limited to, the following services and benefits (collectively, “Membership Benefits”):
  - (i) Access to Medical Group’s 24/7 on-call service;
  - (ii) A ten percent (10%) discount on supplements available through Medical Group;
  - (iii) Waiver of fees for completion of forms (e.g., sports physical, employer forms, disability forms, etc.);
  - (iv) Educational Series focused on your continued health & wellness lifestyle.
  - (v) Access to Medical Group’s online patient portal.
- (b) Medical Group will provide the Membership Benefits within the capabilities of its overall resources, including its Providers and other staff, space, equipment, supplies, and services. Medical Group reserves the right to modify the Membership Benefits in its discretion and will use reasonable efforts to communicate any such modifications to Patient.
- (c) Patient hereby expressly consents to Medical Group contacting Patient by electronic and/or telephonic means, including, without limitation, by means of email and/or text message, in connection with this Agreement. Such electronic communications may include, without limitation, legal notices and disclosures, notifications or instructions regarding Membership Benefits, special offers and pricing, or other similar information, customer surveys, or other requests for feedback (collectively, “Communications”). By consenting to such Communications, Patient acknowledges and agrees that:

- (i) There are security and privacy risks inherent to any communications technology, and Medical Group does not guarantee, promise, or assure that any Communications between the Parties will be free of such risks;
  - (ii) Patient understands and agrees that neither email nor text is an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. In the event of an emergency, or a situation in which Patient could reasonably expect to develop into an emergency, Patient should call 911 or the nearest emergency room, and follow the directions of emergency personnel; and
  - (iii) If Patient does not receive a response to an email or text message, Patient agrees to use another means of communication to contact Medical Group. Neither Medical Group nor any Providers will be liable to Patient for any loss, cost, injury, or expense caused by, or resulting from, the transmission of any Communications or a delay in responding to Patient.
- (d) Patient acknowledges and agrees that Medical Group does not guarantee, promise, assure, or offer any of the following with respect to the Membership Benefits or otherwise under this Agreement:
- (i) That Patient will achieve any specific treatment outcome;
  - (ii) That the Membership Benefits are a substitute or replacement for other medical or healthcare services that the Patient may need, including calling 911 in the event of a medical emergency;
  - (iii) That Patient is entitled to any specific amount or quantity of Membership Benefits, or to the provision of Membership Benefits at any specific time, except as otherwise stated explicitly in this Agreement; or
  - (iv) That any specific Provider will furnish the Membership Benefits.

3. **Annual Membership Fee.**

- (a) Patient shall pay the Medical Group the following annual fee for the Membership Benefits rendered (the "Annual Membership Fee"):
  - (i) \$250 per individual for adults;
  - (ii) \$125 per child under age 18; or
  - (iii) \$450 plus \$50 per child for a family membership. A family membership consists of either 2 immediate family members or 2 adults + 1 child as long as the child is under the age of 18 or is currently covered by parent's health insurance up to the age of 26.
- (b) Patient will pay the Annual Membership Fee to the Medical Group upon signing of this Agreement, and within thirty (30) days of June 1<sup>st</sup> each year during the term of this Agreement. The initial Annual Membership Fee will be prorated according to the month of signing of this Agreement.

4. **Membership Benefits Not Insurance.**

Patient acknowledges and agrees that neither the Membership Benefits nor this Agreement is an insurance plan, a contract for health insurance, or a substitute or replacement for health insurance or other health plan coverage (such as membership in a PPO). Patient further acknowledges and agrees that Medical Group has advised that Patient obtain or keep in full force such health insurance policies or plans that will cover Patient for general healthcare costs.

5. **Patient Insurance for Other Items and Services.**

Outside the scope of this Agreement, Medical Group may participate in limited health insurance plans and other third-party payment arrangements. To the extent Patient receives any items or services from Medical Group that are reimbursable under such plans or arrangements (collectively, “Covered Services”), such Covered Services are outside the scope of this Agreement and therefore not subject to its terms. Patient represents and warrants that the Membership Benefits are not Covered Services, and Patient hereby directs Medical Group not to file any claim with, or to otherwise seek payment from, any such plan or arrangement for any Membership Benefits. Patient shall retain full and complete responsibility for payment of any and all fees under this Agreement.

6. **Patient Responsibilities.**

In addition to such other obligations set forth in this Agreement, Patient will retain full responsibility for the following during the term of this Agreement:

- (a) Completing such forms and paperwork as are necessary to establish Patient as a patient of Medical Group, including, without limitation, intake, registration, consent, and medical history forms;
- (b) Complying with Medical Group’s policies and procedures, including, without limitation, those regarding patient conduct and behavior, and any instructions regarding the Membership Benefits; and
- (c) Arranging with Medical Group or another party or parties for the provision of medical and/or other healthcare items and services that are outside the scope of this Agreement.

7. **Term and Termination.**

- (a) This Agreement will take effect as of the date of signature by Patient and will continue in effect until terminated in accordance with this Section.
- (b) This Agreement will terminate as of the sooner of: (i) termination of the treatment relationship between Medical Group and Physician; or (ii) after thirty (30) days’ prior written notice of termination by one Party to the other.
- (c) Medical Group may immediately terminate this Agreement if Patient: (i) fails to timely pay any fees due under this Agreement; or (ii) fails to comply with Patient’s responsibilities under Section 6 of this Agreement.
- (d) If Medical Group terminates this Agreement for any reason, other than as provided under Section 7(c) above, Patient will be entitled to a prorated refund of his/her Annual Membership Fee.
- (e) Patient acknowledges that Medical Group’s treatment relationship with Medical Group is conditioned on maintaining Concierge Practice Membership. Therefore, if this Agreement terminates for any reason, Patient acknowledges that Patient’s treatment relationship with Medical Group will also terminate and Patient will no longer be a patient of Medical Group, subject to the following conditions:
  - (i) Medical Group will ensure Patient has been provided at least thirty (30) days of emergency treatment and prescription medications, if applicable, before termination of Patient’s treatment relationship with Medical Group;
  - (ii) Medical Group will continue to make Patient’s medical records available to Patient, upon request, following termination with Medical Group.

8. **Miscellaneous Terms.**

- (a) **Assignment.** This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient to any other party.

- (b) **Governing Law; Jurisdiction and Venue.** This Agreement will be construed in accordance with the laws of the State of California, and the Parties agree that jurisdiction and venue for any disputes will be in Los Angeles, California.
- (c) **Modification of Agreement; Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties and supersedes any prior written or oral agreements between them respecting the subject matter hereof. This Agreement may not be amended, altered, or modified, except: (i) as mutually agreed by the Parties in a signed writing; or (ii) except as noted in Section 2(b) with changes to the Membership Benefits, if any, posted on Medical Group’s website in the membership section – summithealth360.com.
- (d) **Notices.** All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service, if served personally on the person to whom notice is to be given; (ii) on the date of receipt, if sent by facsimile to the person to whom notice is to be given at the facsimile number set forth below; or (iii) on the third (3<sup>rd</sup>) day after mailing, if mailed to the party to whom notice is to be given by first-class mail, registered or certified, postage prepaid at the Party’s last known address.
- (e) **Partial Invalidity.** Should any portion of this Agreement be held unenforceable or inoperative for any reason, such shall not affect any other portion of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.
- (f) **Counterparts.** This contract may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

“Medical Group”

“Patient”

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Summit Health Group Inc. Representative:

Print Name: \_\_\_\_\_

Phone: (805) 499-4446

Date: \_\_\_\_\_

Fax: (805) 230-2133

Address for Notices:

\_\_\_\_\_  
 \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_