

VIRTUAL CONCIERGE MEDICAL SERVICES AGREEMENT

This is a Virtual Concierge Medical Services Agreement entered into and effective this Date (the “Effective Date”), by and between the person signing below (the “Member” or “you”) and MyMD Connect Affiliated Provider (the “Practice”), (the “Membership Agreement”). You are an Employee of an Employer who has retained the Practice as a benefit for you.

RECITAL

The Practice provides family physician services to its members in the form of Direct Primary Care, (“DPC”), and employs Doctors (the “Physician”), for providing the services defined in this Membership Agreement. MyMD Connect Affiliated Provider also utilizes on staff Advance Practice Nurses and/or Physician Assistants. These are not doctors but are other providers who have received advanced education and training in the provision of health care. You may, at any time, refuse to receive Services from the Advance Practice Nurse and/or Physician Assistant and request to receive Services from a physician. You desire to receive, in exchange for a fee, certain Services from the Practice as part of and by this Membership Agreement. Direct Primary Care is not Insurance or an Insurance product. The purpose of this Membership Agreement is to set forth the terms and conditions of how the Services will be furnished to you by the Practice. You and the Practice therefore agree as follows:

AGREEMENTS

Membership Fee. In exchange for the services provided herein this Membership Agreement, your Employer has agreed to pay the Practice a Membership Fee for services. In addition to its other rights, the Practice reserves the right to suspend and/or immediately terminate your privileges under this Membership Agreement, all in the sole and absolute discretion of the Practice.

Services. This Membership Agreement allows you to receive the following Medical Services and Services from the Practice, (collectively the “Services”).

- (1) **Medical Services.** As used in this Membership Agreement, the term Medical Services means those medical services that the Physician himself is permitted to perform under the laws of the State of Texas and that are consistent with his training and experience as a family practice physician. Generally, such services encompass health promotion, disease prevention, diagnosis, care, and treatment of patients during health and all stages of illness. Medical Services shall specifically EXCLUDE major surgeries, obstetrical care, and treatment of complex broken bones, diagnostic tests not normally administered by the Physician, and other services not typically rendered by family practice physicians in their medical offices. These Medical Services will be offered to you at membership prices, which will only be available to a member that has paid his or her Membership Fee. MyMD Connect Affiliated Provider and its Physicians are licensed to practice medicine in limited states. Any services provided to persons located outside of those states will not include the practice of medicine, which includes the diagnosis and treatment of any medical condition. Guidance and advocacy services are available worldwide. MyMD Connect Affiliated Provider, and its virtual app capabilities are intended to handle non-emergency medical issues. If you are experiencing a medical emergency, you should not utilize MyMD Connect Affiliated Provider, or its virtual app. In case of a life threatening medical event, you should dial 91 immediately. While virtual medicine can be, and often is much more convenient for both patients and physicians, the virtual relationship, by its nature, cannot be as effective as a face to face, in person visit with a physician. A virtual doctor’s appointment can sometimes be a substitute for a face to face, in person visit, but should not be the sole means of communication and consultation between a patient and all physician services. The ability to be seen in any of the physical practices of the Practice is not provided for in this Membership Agreement.
- (2) **Other Services.** As part of this Membership Agreement, the Practice will provide you the following non-medical services:
 - (a) **Elite Level Access.** You will have enhanced access to the Physician on a twenty-four

hour per day, seven days per week basis for urgent medical needs. You will be able to communicate with the Physician via a mobile phone number and Patient web portal where you may reach the Physician directly around the clock. During the Physician's absence for vacations, continuing medical education, illness, emergencies, or days off, the Practice will provide the services of a substitute physician. The substitute physician will be available to you to in a similar extent as the Physician, although the substitute physician may be contacted through an answering service rather than directly.

(b) Enhanced Access. You will be given the Physician's smart phone application to which non-urgent communications can be addressed. If you wish to send e-mail or text message communications to and receive e-mail or text message communications from the Practice, the Physician and/or a staff member, you understand that neither e-mail nor text messaging are a secure medium for sending or receiving potentially sensitive personal health information. You also acknowledge and understand that, at the discretion of the Practice, your e-mail may become part of your medical record. You also acknowledge that e-mail in any form is not ideal for urgent or time-sensitive communications. Please communicate with the Practice, the Physician, and/or staff members by phone, or in person for any urgent or time sensitive issue.

Other Circumstances. Patient hereby agrees that the Practice will not be liable for any failure to provide Services hereinabove in the event the Physician is assisting other patients in an emergency situation, is out of town, and is unable to make contact due to a telecommunication failure or transportation failure or due to other circumstances beyond the reasonable control of the Practice and/or the Physician, i.e., natural disaster.

Term of the Membership Agreement. This Membership Agreement will commence on the Effective Date and will extend for one year thereafter, except that you or the Practice may terminate this Membership Agreement upon thirty (30) days' written notice to the other party. Such notice of termination will not, however, in and of itself, be deemed a termination of the physician-patient relationship between the Practice and you. Unless previously terminated as set forth above, at the expiration of the initial one year term (and each succeeding one year term), the Membership Agreement will automatically renew for successive one year terms upon the Practice's receipt of the payment of the then current Membership Fee.

Non-Participation in Insurance and Medicare. You understand and acknowledge that neither the Practice, nor its Physician accept any form of insurance. You expressly understand and acknowledge that the provision of Services and supplies under this Membership Agreement constitutes the establishment of a direct relationship between Patient and Providers without influence by guidelines, restrictions or contracts established by health insurance companies, health maintenance organizations, or hospital service organizations, the Medicare or Medicaid programs. The Parties expressly understand and acknowledge that this Membership Agreement is not intended to duplicate any benefits, services or supplies that are provided by private insurance or the Medicare or Medicaid programs. The Annual Membership Fee does not affect the co-payments, co-insurance or deductibles that you are required to pay pursuant to the terms of your insurance coverage with other providers or medical institutions. Patient understands and acknowledges that this Membership Agreement is not intended to circumvent the Patient's right to obtain health, life or disability insurance, and that the Practice has not represented to the Patient that the Patient no longer requires health, life or disability insurance. Although such health insurance is not a condition of this Membership Agreement, the Practice encourages the Patient to obtain and maintain such health insurance for her or himself and her or his family. Neither the Practice nor the Physician shall bill any insurance carrier, health care services corporation, hospital services corporation, Medicare or Medicaid for the Services described, or any supplies connected therewith to the Patient under the terms of Membership Agreement. The Patient understands and acknowledges that his/her health insurer/payer (including, but not limited to Medicare, Medicaid and Tricare) will not pay for or reimburse the patient for the Services described herein, and the Practice will not contact or bill any such payer/insurer on behalf of the Patient with respect to such Services. The Practice is not responsible for knowing any changes in the Patient's health

insurance coverage plans/agreement or the “covered services” therein. The Patient further agrees that, if you are you are eligible for Medicare part B pursuant to section 4507 of the Balanced Budget Act of 1997, or during the term of this Membership Agreement become eligible for Medicare, then you understand that Dr. Jeremy Smith, Dr Olin Kirk Fearing and all the Practice’s mid-level providers have opted out of Medicare effective April 15, 2013, and that they are not excluded from participating in Medicare Part B under sections 1128, 1156, or 1892 or any other section of the Social Security Act. Patients eligible for Medicare agree, understand and acknowledge the following,

Member agrees not to bill or submit any claim to Medicare, Medigap or Medicare Advantage Plans for services provided by MyMD Connect Affiliated Provider. Any of those services will not be covered through those governmental programs.

Member further agrees that he/she has the right, as a Medicare beneficiary, as applicable, to obtain Medicare covered items and services from physicians and practitioners who have not opted out of Medicare.

Amendment. This Membership Agreement may not be modified except in a written document executed by both Parties. Any previous agreements or understandings (whether written or oral) between the Parties regarding the subject matter hereof are merged into and superseded by this Membership Agreement. This Membership Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns, except that no party may assign or transfer her or its rights or obligations under this Membership Agreement, except that the Practice may assign this Membership Agreement to a successor or subsidiary. The Practice may unilaterally amend this Membership Agreement to the extent required by federal, state, or local law or regulation (“Applicable Law”) by sending you 30 days advance written notice of any such change. Any such changes are incorporated by reference into this Membership Agreement without the need for signature by the Parties and are effective as of the date established by the Practice, except that you shall initial any such change at the request of the Practice. Moreover, if Applicable Law requires this Membership Agreement to contain provisions that are not expressly set forth in this Membership Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Membership Agreement and shall be deemed a part of this Membership Agreement as though they had been expressly set forth in this Membership Agreement.

Relationship of Parties. The Practice and you intend and agree that the Physician, in performing his duties under this Membership Agreement, is an employed physician, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor. The Physician shall have exclusive control of his medical management and the manner in which it is performed as protected by Texas state law in the Texas Medical Practice Act.

Notice. All notices, requests, demands and other communications required or permitted under this Membership Agreement shall be in writing and shall be deemed to have been duly given, when personally delivered or two (2) days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested at the address of the Party contained herein.

Legal Significance. You acknowledge that this Membership Agreement is a legal document and creates certain rights and responsibilities. You also acknowledge that you have had a reasonable time to seek legal advice regarding the Membership Agreement and have either chosen not to do so or have done so and are satisfied with the terms and conditions of the Membership Agreement

Governing Laws. This Membership Agreement shall be governed by the laws of the State of Texas. In the event suit is brought or an attorney is retained by any party to this Membership Agreement to enforce the terms hereof, or to collect any monies due hereunder, to collect money damages for a breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees and court costs.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Membership Agreement as of the date and year first above written.

MyMD Connect Affiliated Provider

By: _____

Printed Name: _____

Title: _____

MEMBER

Signature: _____

Printed Name: _____

Address: _____
