## MEMBERSHIP AGREEMENT

## SUMMIT HEALTH GROUP INC.

THIS MEMBERSHIP AGREEMENT (the "<u>Agreement</u>"), is entered by and between SUMMIT HEALTH GROUP INC. (the "<u>Medical Group</u>"), and person(s) signing the agreement (the "<u>Patient</u>"). Physician and Patient are sometimes collectively referred to herein as the "<u>Parties</u>" or singularly by their individual names or as a "<u>Party</u>."

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

- 1. <u>Membership Benefits</u>. The Medical Group shall provide or arrange for Patient membership benefits including but not limited to the following: 10% discount on in-house pharmacy and supplements, waiver of form fees and phone call fees typical of many medical practices, IV Infusion Therapy: purchase one Treatment and receive one free (offer limit: 1 per patient, per year) and annual Health & Wellness Educational Events. These benefits may be modified from time to time at the discretion of the Medical Group.
- 2. Annual Membership Fee/Term/Termination. Patient shall pay the Medical Group the following annual fee for the Membership Benefits rendered: \$250 per individual for adults, \$125 per child under age 18, or a Family Membership of \$400 + \$50 per Child (mother/father/children under the age of 18 or currently covered by parents' health insurance policy up to the age of 26); (the "Annual Membership Fee"). Patient shall pay the Annual Membership Fee to the Medical Group upon signing of this agreement, and within thirty (30) days of June 1st each year. The first payment will be prorated according to month of signing. When due, non-payment of the Annual Membership Fee shall result in the termination of this Agreement. The term of this Agreement shall commence on the signing date and shall continue thereafter for so long as the Medical Group and Patient maintain the physician-patient relationship, unless sooner terminated as hereinafter provided (the "Term"). Either Party may terminate this Agreement on not less than thirty (30) days prior written notice to the other Party. Membership is optional and will not impact the Patient's access to any medical care. If the Medical Group terminates this Agreement for any reason, other than Patient's non-payment of any of the fees provided for herein, or non-compliance of office policies, Patient shall be entitled to a prorated refund of his/her Annual Membership Fee.
- 3. **Patient Insurance**. The Medical Group agrees to bill and collect the applicable fees from Patient's private or governmental healthcare insurer for any medical services that are not included in the Annual Membership Fee and would otherwise be covered by Patient's medical insurance. In addition, Patient shall be responsible for any co-payments or co-insurance required by his/her healthcare insurer for such medical services provided by the Medical Group.
- 4. <u>Modification of Agreement/Entire Agreement</u>. This Agreement may not be amended, altered or modified except as noted in section one (1) with changes posted on our website in the membership section summithealth360.com. This Agreement contains the entire agreement and understanding among the Parties and supersedes any prior written or oral agreements between them respecting the subject matter hereof.
- 5. 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 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.
- 6. **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.

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

"Medical Group"	"Patient"
By:	Ву:
Summit Health Group Inc, Representative Ph 805.499.4446 Fax 805.230.2133	Print Name:
	Date: