

Membership Agreement

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

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

- **Annual Wellness Program, including advanced wellness screenings, diagnostics and wellness counseling**
- **Personal Health Record**

2. Annual Patient Fee. You will pay an annual fee of \$1,500 to your physician ("Annual Fee") for each year that you elect to participate in the Program. The Program will be limited to 600 patients.

3. Relationship between Physician and MDVIP. You understand and acknowledge that each MDVIP-affiliated physician ("Physician") is an independent contractor and not the agent, servant or employee of MDVIP. You further agree and understand that MDVIP does not provide, supervise or control the care that you receive from a Physician. Rather, your care is furnished and directed solely by the Physician who exercises his/her own medical judgment in his/her practice of medicine. MDVIP is not responsible for the judgment or conduct of any Physician who renders services to you.

4. 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 participation in the Program. (For example, if the Effective Date is March 15, 2011, then you must renew on or before March 14, 2012.) You or your physician may terminate this Agreement at any time upon 30-days written notice. If you or your physician 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 your physician's receipt of this Agreement and the Annual Fee, your physician shall have the option, in its sole and absolute discretion, not to accept the Agreement and to return your payment to you (e.g., due to limitation on the number of patients). Unless otherwise terminated, this Agreement shall automatically renew for an additional one-year period upon the expiration of each Term.

5. Medical Care Services Excluded from Annual Fee.

The Annual Fee specified herein covers only the defined "Services" described in Section 1 above. 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 physician and his or her staff. Your physician will bill you and/or your insurer, as the case may be, for those healthcare or medical services provided to you. The limited practice size also enables your 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

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additional charge to you. Your physician participates in MDVIP's Medical Centers of Excellence program to facilitate specialist opinions from, and refer you for treatment at, leading national health centers.*

6. Co-Payments. The Annual 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. You will continue to be financially responsible for any co-payments, co-insurance or deductible amounts required by your insurer.

7. E-mail Communications; Privacy. If you wish to send secure e-mail communications to, and receive secure e-mail responses from, your physician and/or his or her employees, agents and representatives, you should utilize the secure messaging provided through your personal myMDVIP website. You should be aware that unlike the secure messaging provided through your personal myMDVIP website, traditional e-mail is not a secure medium for sending or receiving potentially sensitive personal health information. You also acknowledge and understand that e-mail in any form is not a good medium for urgent or time-sensitive communications. In the event a communication is time-sensitive, you must communicate with your physician by telephone or in person. You acknowledge and understand that, at the discretion of your physician, your e-mail may become part of your medical record.

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. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which your physician's office is located.

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

* Institutions and program offering are subject to change.

Physician _____

PATIENT NAME Mr. Mrs. Ms. Dr.

Gender Male Female

First Name _____ Middle Initial _____

Last Name _____

Street Address _____

City _____ State _____ Zip _____

Phone: Home (____) _____ Office (____) _____ Cell (____) _____

Date of Birth _____

E-mail Address _____

Insurance Carrier & Type (e.g., XYZ Ins/PPO) _____

This program is eligible for reimbursement through most section 125 plans, FSAs, HSAs, etc.

Do you plan to use any of these to offset your annual fee? yes _____ no _____

Employer Name _____

Job Title _____

BILLING

You may pay for your annual fee with either a check or credit card. Please make your check payable to your physician. For credit card payments, call the MDVIP Member Care Center at 866-696-3847.

Annual Payment (\$1500) Semi-Annual Payment (\$750) Quarterly Payment (\$375)

Check Enclosed Credit Card Payment: Visa MasterCard Discover American Express

This agreement will be automatically renewed and the credit card you used to join this program will be charged per the billing cycle selected above.

PATIENT SIGNATURE _____ Date _____

Referred By _____

For Internal Use Only