

Neil Singer, M.D., PLLC Primary Prevention Program Membership Agreement

This membership agreement ("Agreement") specifies the terms and conditions under which you, the undersigned member ("Member"), may participate in Neil Singer, M.D., PLLC's Primary Prevention Program ("Program"). This Agreement will become effective on the date you sign this Agreement (the "Effective Date").

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

Annual Primary Prevention Evaluation, which includes advanced primary preventive screenings, diagnostics, counseling, and written report (see separate document)

Personal Health Record on USB flash drive

<u>Annual Membership Fee</u> – Each Member will pay an annual fee ("Annual Fee") of \$2,300 to Neil Singer, M.D., PLLC or his designee

Renewals and Termination

The Annual fee covers a period of one year. Failure to pay the renewal Annual Fee shall result in termination of your membership in the Program. You or Dr. Singer may terminate this Agreement upon 30 days written notice. If the membership is terminated 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. Unless otherwise terminated, this Agreement shall automatically renew for an additional one-year period upon the expiration of each term.

Medical Care Services Excluded from Annual Membership Fee:

The Annual Fee specified herein covers only the defined Services note above. Dr. Singer will not seek reimbursement from any insurer or other third-party payer for the Services. Except for your Services, you will be responsible for all healthcare and medical services received from Dr. Singer. Dr. Singer will continue to accept assignment on most insurances, including Medicare, and will continue to bill these insurances for you. There will be no change to his current billing practices.

Co-Payments:

The Annual Fee does not affect the co-payments, co-insurance or deductibles that are your responsibility according to your insurer.

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.

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.

Billing:

Initial payments are processed at the time of enrollment. Subsequent payments are charged quarterly, semi-annually, or annually as elected by the member. Payments may be made by credit card or check.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to Arizona's choice of law provisions.