

MEMBERSHIP AGREEMENT

This Membership Agreement (the “Agreement”), between you and **UNDERBERG CCPHP, LLC** (the “Company”), sets forth the terms of your membership in the Company’s “Membership Program.” The Agreement includes the Membership Handbook (the “Handbook”), accessible at ccphp.net/underberg/member-handbook, which should be read carefully because it includes important information about the terms of your Membership, including the details of the “Enhancements” that are referenced below.

1. **The Role of the Company.** The Company works closely with your chosen physician, Dr. James Underberg (your “Physician”) and your Physician’s medical practice, James A. Underberg MD, PLLC (the “Practice”) to provide you with, or arrange to make available, the services and amenities listed in the Handbook, which may be modified from time to time (collectively, the “Enhancements”), which are designed to enhance your healthcare experience. To be clear, the Enhancements are not professional services and do not include items or services that are covered by health insurance plans. All professional services are provided by your Physician and the Practice. The Company does not engage in the practice of medicine or provide any diagnostic, therapeutic or clinical services; and no act or service required or permitted of the Company by any provision of this Agreement is intended, or should be construed, as constituting the practice of medicine under New York law.
2. **You and Your Physician.** Your Physician will be your primary treating physician for your internal medicine, and related services needs, and the Company has arranged for your Physician to generally be available to provide professional services to you and assist the Company in providing the Enhancements to you. Your Physician may not be available from time to time due to illness, continuing medical education obligations, customary vacation periods or similar reasons. During any such unavailability, your Physician will designate a covering physician or other licensed medical professional to attend to your medical needs. Nothing in this Agreement should be deemed or construed, and nothing herein is intended, to influence or affect your Physician’s or any covering practitioner’s independent clinical judgment as it relates to your care. Your Physician and all covering practitioners retain full and free discretion to exercise their professional medical judgment on your behalf.
3. **Membership Fee/Not Covered by Health Insurance.** By signing on to this Agreement and becoming a Member, you agree to the terms of this Agreement and you agree to pay the Company the annual Membership Fee set forth below. The Membership Fee pays the Company for providing you the Enhancements. It does not cover or pay for any professional services provided by your Physician or the Practice.

Because all professional services are performed by your Physician and the Practice, the Practice will separately bill you or your health insurance plan for their professional services.

* Underberg CCPHP, LLC is acting on behalf of, and at the direction of, Dr. James Underberg and his medical practice, pursuant to a Business Associate Agreement (as defined in the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”)), to assist Dr. Underberg and his practice to inform you about, and to help make available, the Enhancements described in the Membership Handbook.

The Practice currently participates with several health insurance plans, including Medicare, and where applicable, accepts payment from those plans as payment in full for professional services, subject to applicable deductibles, co-payments and coinsurance.

You agree not to submit to your health insurer or health plan any bill, invoice or claim for reimbursement or payment with respect to the Membership Fee. You also agree that this Agreement is a service contract and not a contract of insurance. You acknowledge that you may, however, in your discretion, submit the Membership Fee for reimbursement to any flexible spending account, health reimbursement account, or medical savings account of your employer in which you participate, but that the Company makes no representation that any part of the Membership Fee will qualify to be reimbursed from any such account.

Your annual Membership Fee is \$_____. You may pay the Membership Fee in one annual payment, or two (bi-annual) payments, or quarterly. Payments can be made to the Company by bank account or credit card. You will select your method and timing of payment in the Payment Information section of this Agreement, below. Certain processing fees, as outlined in the Payment Information section, will apply.

The Company reserves the right to change the Membership Fee at any time, following at least thirty (30) days' advance written notice.

4. **Term and Termination.** The initial term of this Agreement will begin on the "Effective Date," which is the date on which your Membership Services begin pursuant to this Agreement, as confirmed by the Company following its receipt of a copy of the Agreement executed by you and your Membership Fee; provided that upon the Company's receipt of the executed Agreement and the Membership Fee, the Company retains the option, in its sole discretion, not to confirm the effectiveness of this Agreement (e.g., due to limitations on the number of Members) and to return your Membership Fee payment to you.

Unless this Agreement is otherwise terminated as provided herein, the initial term of this Agreement will be for one (1) year, commencing on the Effective Date (the "Initial Year"), and the Agreement will automatically renew for successive one (1) year periods (each, a "Renewal Year"), unless either party notifies the other party in writing, not less than thirty (30) days' prior to the expiration of the Initial Year or a Renewal Year (as applicable) of that party's desire not to renew this Agreement.

Unless the Agreement is sooner terminated, the Company will bill you, or charge your credit card on file, for any Renewal Year before the beginning of that year. You agree to pay the Membership Fee for each Renewal Year (or pay the initial installment for that year, as applicable) within thirty (30) days following invoicing. Failure to pay the invoiced amount in a timely manner may result in termination of this Agreement. Either party may also terminate this Agreement at any time for any reason upon thirty (30) days' prior written notice to the other party, delivered in the manner set forth in Section 4 of the Additional Terms section of the Handbook. If you terminate this Agreement, you will be refunded the pro-rata portion of

any paid portion of your annual Membership Fee, minus an administrative fee of two hundred dollars (\$200) (“Administrative Fee”). Except as provided below, if the Company terminates this Agreement, you will be refunded the pro-rata portion of any paid portion of your annual Membership Fee, and no Administrative Fee will be due. Any pro-rated refund will be based on the number of days remaining in your Membership term (or payment period, as applicable). In the event of your death, this Agreement will immediately terminate. However, in the event that your Physician becomes unavailable for an extended period of time, the Company may seek to identify a replacement Physician as your Physician (at least temporarily) and not terminate this Agreement, in which case you will be entitled to terminate the Agreement and obtain a pro-rated refund as provided above, or continue the Agreement if the Company finds a replacement Physician.

The Company will not be considered to be in breach of this Agreement for any failure or any delay in fulfilling its obligations hereunder caused, in whole or in part, directly or indirectly, by fires, natural disasters, strikes, government orders or directives, terrorist activities, or any other circumstance beyond the reasonable control of the Company. In no event will the Company be liable for consequential, incidental or special damages, or any other direct or indirect damages whatsoever regardless of the form of action, even if the Company has been advised or should have been aware of the possibility of such damages. In no event will the Company’s liability to you for any claim, whether in contract, tort or any other theory of liability, exceed the Membership Fees paid by you.

[Remainder of Page Intentionally Left Blank]



By signing this Agreement, I hereby acknowledge and agree that I have read and understand this Agreement, including the Handbook, and that I agree to all terms contained therein. Each Party agrees that electronic signatures obtained through a standard click-through process, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

Member Signature: _____ Agreed/Accepted:
Member Printed Name: _____ **UNDERBERG CCPHP, LLC**
Date: _____ By: _____
Effective Date: _____ Its: _____

Member Information

Name: _____
DOB: _____
Address 1: _____
Address 2 (e.g., apt.): _____
City, State, Zip: _____
Phone: _____
Email: _____

Payment Information

___ Annual payment* ___ Semi-Annual payment**
___ Quarterly Payment***

Bank Account : _____ (Bank Name)
Routing Number: _____
Account Number: _____

Credit Card
Name on card: _____
Card number: _____
Security Code: _____
Exp. date: _____

* Paid in full annually in advance, with no processing cost.

** Paid semi-annually with a 2.5% processing cost applied to each payment. Semi-annual installments will be charged automatically to the credit card or bank account on file in advance of the 6-month period to be covered.

*** Paid quarterly with a 5% processing cost applied to each payment. Quarterly installments will be charged automatically to the credit card or bank account on file in advance of the 3-month period to be covered.