

Membership Agreement

This is an Agreement between ZYNITH HEALTH CARE & ASSOCIATES, L.L.C., Dagmar Ngiowa, DNP, APRN-C (Doctor of Nursing Practice, Advanced Practice Registered Nurse [APRN]) in her capacity as owner of Zynith Health Care & Associates, and you, (the patient) on this date.

Background

The APRN, who specializes as a certified family nurse practitioner board, delivers care on behalf Zynith Health Care & Associates, at a designated office or at a private location of the patient. In exchange for certain fees paid by Patient, Zynith Health Care & Associates, through its APRN, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

Definitions

1. Patient- is defined as those persons for whom the APRN shall provide Services, and who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference, to this agreement
2. Services- as used on this Agreement, the term Services, shall mean a package of services or individual services both patient care and non-patient care, and certain amenities (collectively “Services”), which are offered by Zynith Health Care & Associates, and set forth in appendix 1.
3. Terms-this agreement shall commence on the date signed by the parties below and shall continue every month, automatically renewed the 1st of each month.
4. Fees. In exchange for the services described herein, Patient agrees to pay Zynith Health Care & Associates, the amount as set forth in Appendix 1, attached. This fee is payable upon execution of this agreement and is in payment for the services provided to patient during the term of this Agreement. If this Agreement is cancelled by either party before the agreement termination date, then Zynith Health Care and Associates shall refund the Patient’s pro-rated share of the original payment, remaining after deducting individual charges for services rendered to patient up to cancellation date.
5. Non-Participation in Insurance. Patient acknowledges that neither, Zynith Health Care & Associates nor the APRN participates in any health insurance or HMO plans or Medicare or Federal Healthcare plans. Neither of the above make any representations whatsoever that any fees paid under this Agreement are covered by your health insurance or other third-party payment plans applicable to the Patient. The Patient shall retain full and complete responsibility for any such determination. If the Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Patient is not eligible for Zynith Health Care & Associates services. This agreement acknowledges your understanding that the APRN does not provide services to patients eligible for Medicare and Medicaid and will not seek reimbursement from Medicare, Medicaid, or any Federal Healthcare panels and as a result, Medicare, Medicaid, or any Federal Healthcare panels cannot be billed for any services performed for Patient by the

APRN. Patient agrees not to bill Medicare, Medicaid, or any Federal Healthcare panels or attempt Medicare, Medicaid, or any Federal Healthcare panel reimbursement for any such services.

6. Insurance or Other Medical Coverage. Patient acknowledges and understands that this Agreement is not a health insurance plan, and not a substitute for health insurance or other health plan coverage (such as membership in an HMO It will not cover hospital services, or any services not personally provided by Zynith Health Care & Associates, or its Providers. Patient acknowledges that Zynith Health Care & Associates has advised that patient obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for general healthcare costs. Patient acknowledges that this Agreement is not a contract that provides health insurance, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry.

7. Term; Termination. This Agreement will commence on the date first written above and will extend monthly thereafter. Notwithstanding the above, both Patient and Zynith Health Care & Associates shall have the absolute and unconditional right to terminate the Agreement, without showing any cause for termination, upon giving 30 days prior written notice to the other party. Unless previously terminated as set forth above, at the expiration of the initial one-month term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee each contract month.

8. Communications. You acknowledge that communications with the Provider using e- mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, you expressly waive the provider's obligation to guarantee confidentiality with respect to correspondence using such means of communication.

You acknowledge that all such communications may become a part of your medical records. By providing Patient's e-mail address on the attached Appendix 1, Patient authorizes Zynith Health Care & Associates, and its providers to communicate with patient by e-mail regarding Patient's "protected health information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations) By inserting Patient's e-mail address in Exhibit 1, Patient acknowledges that:

(a) E-mail is not necessarily a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain access.

(b) Although and the provider will make all reasonable efforts to keep e-mail communications confidential and secure, neither Zynith Health Care & Associates, nor the provider can assure or guarantee the absolute confidentiality of e-mail communications.

(c) In the discretion of the provider, e-mail communications may be made a part of patient's permanent medical record; and,

(d) Patient understands and agrees that E-mail is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. In the event of an emergency, or a situation in which the member could reasonably

expect to develop into an emergency, Member shall call 911 or the nearest Emergency Department, and follow the directions of emergency personnel.

If Patient does not receive a response to an e-mail message within one business day (Monday through Friday), Patient agrees to use another means of communication to contact the provider. Neither Zynith Health Care & Associates, nor the provider will be liable to Patient for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Patient as a result of technical failures, including, but not limited to, (i) technical failures attributable to any internet service provider, (ii) power outages, failure of any electronic messaging software, or failure to properly address e-mail messages, (iii) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third party; or (v) your failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

9. Change of Law. If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement including these Terms & Conditions, which are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement including these Terms & Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five days after of date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

10. Severability. If for any reason any provision of this Agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

11. Reimbursement for services rendered. If this Agreement is held to be invalid for any reason, and if Zynith Health Care & Associates therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Zynith Health Care & Associates an amount equal to the reasonable value of the Services rendered to patient during the period for which the refunded fees were paid.

12. Amendment. No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, the provider may unilaterally amend this 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 Agreement without the need for signature by the parties and are effective as of the date established by Zynith Health Care & Associates, except that Patient shall initial any such change at Zynith Health Care & Associates

request. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in this Agreement.

13. Assignment. This Agreement, and any rights Patient may have under it, may not be assigned, or transferred by patient.

14. Relationship of Parties. Patient and the APRN intend and agree that the APRN, in performing their duties under this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor, and the provider shall have exclusive control of her work and the way it is performed.

15. Legal Significance. Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.

16. Miscellaneous. This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.

17. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement.

18. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Maryland and All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Zynith Health Care & Associates registered address in Beltsville, Maryland.

19. Service. All written notices are deemed served if sent to the mailing address of the party written above or appearing in Exhibit A by first class U.S. mail. The parties have signed duplicate counterparts of this Agreement on the date first written above.

Appendix: Services and Payment Terms

Patient Services. As used in this Agreement, the term Patient Services shall mean those patient services that the APRN, herself is permitted to perform under the laws of the State of Maryland and that are consistent with her training and experience as a family nurse practitioner. Patient shall also be entitled to an annual or semi-annual “wellness examination and evaluation,” (no more than two visits per year at least 6 months apart) which shall be performed by the provider, and include the following but not limited to:

Health Risk Assessment, Vision Screening, Comprehensive Lab Screening, Psychosocial Screening*Some restrictions may apply* and patient is responsible for **ALL** lab costs. Patient is

entitled to unlimited visits for acute conditions, new diagnosis and follow up visits as deemed necessary by the provider, per each paid membership month, **with a limit of 15 visits per year.**

Each additional visit will be \$30 per visit. Zynith Health Care & Associates and the APRN have all rights to defer any medical condition for further evaluation to another provider or medical facility such as a specialist, urgent care, or emergency department. The APRN may from time to time, due to vacations, sick days, and other similar situations, not be available to provide the services referred to above in this paragraph.

1. During such times, Patient's calls to the APRN, or to the APRN's office, will be directed to a provider who is "covering" for the APRN during her absence or an office staff member. Zynith Health Care & Associates will make every effort to arrange for coverage but does not guarantee such coverage.

2. Non-Medical, Personalized Services. Zynith Health Care & Associates shall also provide Patient with the following non- medical services ("Non-Medical Services"):

(a) After hours and Weekend (Saturday's) access. Patient shall have access to the Provider via instant messaging, phone, and video chat. Patient shall be given a phone number where patient may reach the Provider directly. During the Provider's absence for vacations, continuing medical education, illness, emergencies, or days off, Zynith Health Care & Associates will provide the services of an appropriate licensed healthcare provider for assistance in obtaining patient services. Patient shall be given instructions as to how to contact such healthcare provider. Such provider shall be available to patient to the same extent as would the APRN, however provider may be contacted through an answering service rather than through a direct phone line.

(b) E-Mail Access. Patient shall be given the Provider's e-mail address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Provider or staff member of the Practice in a timely manner. Patient understands and agrees that email and the internet should never be used to access patient care in the event of an emergency, or any situation that Patient could reasonably expect may develop into an emergency. Patient agrees that in such situations, when a Patient cannot speak to a Provider immediately in person or by telephone, that Patient shall call 911 or the nearest emergency medical assistance provider and follow the directions of emergency medical personnel.

(c) No Wait or Minimal Wait Appointments. Every effort shall be made to assure that the Patient is seen by the Provider immediately at scheduled visit time or after only a minimal wait. If the APRN foresees a minimal wait time, Patient shall be contacted and advised of the projected wait time.

(d) Same Day/Next Day Appointments. Same day and next day appointments are available based on the time Patient contacts the APRN for an appointment and the APRN's schedule. There is no guarantee that an appointment will be available for the patient.

(e) Home or Office Visits. Patient has access for the APRN to see Patient in Patient's home, office, or a location in which there is privacy, such as a hotel room, and in situations where the Provider considers such a visit reasonably necessary and appropriate, she will make every reasonable effort to comply with Patient's request.

(f) Specialists. APRN shall coordinate with patient care specialists to whom Patient is referred to assist Patient in obtaining specialty care. Patient understands that fees paid under this Agreement do not include and do not cover Specialist's fees or fees due to any healthcare professional other than the APRN.

Appendix B: Patient Enrollment - Medical Agreement Form

All fees as set out below shall apply to following Patient(s), who by signing below agree to the terms and conditions of Zynith Health Care & Associates Agreement form.

Monthly Membership Fee

Ages 19-39 \$ 89.00

Ages 40-64 \$ 99.00

Ages 65 and older \$ 109.00

One Time Enrollment fee of \$59.00 per member

Minimum of 6 months contract require with each membership

Re-enrollment fee (after one month paid of unpaid membership) is \$129.00 per account

Appendix D: Direct Primary Care Membership Payment Method

All patients must have a credit or debit card on file to cover the cost of membership.

Labs and services not covered under the Agreement.

Monthly membership payments are deducted on the 1st of each month.

By signing this form, you certify that you have read, understand, and agree to the terms set forth in Agreement and that you agree to automatic monthly draft payments for the total month amount in Appendix C with this card on file.