

WELLNESS MEMBERSHIP AGREEMENT

1. Welcome and Overview

- A. We are pleased that you have chosen to become a **“Wellness Member”** of CAM FIT LLC (the **“Company”**). By doing so, you will be provided with access to and the ability to participate in the SENS Solution® Wellness Empowerment Program, which is a comprehensive and integrative approach to enhancing Members’ wellbeing, focusing on four lifestyle pillars: Sleep, Exercise, Nutrition and Stress Management (**“Wellness Services”**) to complement the medical services provided by your chosen physician (your **“Physician”**) within your Physician’s medical practice, Cardiology Associates of Morristown, LLC (the **“Practice”**). This Membership Agreement (this **“Agreement”**) sets forth the terms pursuant to which you will be entitled to receive the Wellness Services so long as you remain a patient of the Practice.

The Company will provide you with the Wellness Services described in the attached Wellness Membership Brochure (which is part of this Agreement). The items and services listed as “amenities and enhancements” in the Membership Brochure are referred to as amenities and enhancements because they are designed to enhance your health care delivery experience by, among other things, providing you with an array of services that are designed to help you achieve a state of ongoing wellness and to provide you with access to information and resources that will enable you to navigate the health care landscape efficiently and with increased understanding. The amenities and enhancements (the **“Enhancements”**) are not professional services and do not include items or services that are covered by health insurance plans.

By signing on to this Agreement and becoming a Wellness Member, you agree to the terms of this Agreement and you agree to pay the Company an annual Wellness Membership Fee. The Wellness Membership Fee pays the Company for providing you the Enhancements. The Wellness Membership Fee is described more fully below and in the Wellness Membership Brochure.

2. The Role of the Company

The Company will provide you the Enhancements. The Company does not engage in the practice of medicine or provide any diagnostic, therapeutic or clinical services; and, to the extent that any act or service required or permitted to be rendered by the Company by any provision of this Agreement may be construed or deemed to constitute the practice of medicine (as that term may be defined under New Jersey law), you agree that that provision of this Agreement will be void ab initio and you further agree to waive the performance of that act or service by the Company.

3. Wellness Membership Fee

You agree to pay to the Company the annual Wellness Membership Fee of \$1068. All payments are due in advance of the period to be covered by the payment. You may pay the Membership Fee in one annual payment, two (semi-annual) payments, quarterly, or monthly. Payments are to be made to the Company by credit card or automatic debit from your bank account. 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, may apply. You agree to pay the Wellness Membership Fee for each Renewal Year (or the initial installment for that year, as applicable) within thirty (30) days after invoicing. Failure to pay the invoiced Wellness Membership Fee in a timely manner may result in termination of this Agreement. The Company reserves the right to change the Wellness Membership Fee at any renewal date of this Agreement, by giving you at least thirty (30) days' advance written notice.

Since the Wellness Membership Fee does not cover or pay for any Professional Services provided by the Practice or your Physician, 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 Wellness Membership Fee. You also understand and 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 Wellness 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 Wellness Membership Fee will qualify to be reimbursed from any such account.

4. Amendments

The Company may revise the Enhancements provided under this Agreement after giving you at least thirty (30) days prior written notice. Any such revision will be reflected in an amended Wellness Membership Brochure that will be provided to you with the notice. Additional Enhancements will be subject to such terms and conditions as may be specified in the amended Schedule to this Agreement.

5. Term and Termination.

Unless this Agreement is otherwise terminated as provided herein, the initial term of the Agreement will be for one (1) year, commencing on the Effective Date (the "**Initial Year**"), and the Agreement will automatically renew for successive one year (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 the Renewal Year, as applicable, of that party's desire not to renew this Agreement.

Either party may terminate this Agreement at any time for any reason or for no reason at all upon thirty (30) days prior written notice to the other party. If you terminate this Agreement, you will be refunded the pro-rata portion of your annual Wellness Membership Fee, minus an administrative fee of two hundred dollars (\$200) ("**Administrative Fee**"). This Administrative Fee will be due regardless of how long you have been a Wellness Member. If the Company terminates this Agreement, you will be refunded a pro-rata portion of your annual Wellness Membership Fee and no Administrative Fee will be due.

Any pro-rated refund will be based on the number of days you have been a Wellness Member. Upon the Company's receipt of this Agreement and the Wellness Membership Fee, the Company will have the option, in its sole and absolute discretion, not to accept this Agreement (e.g., due to limitations on the number of Wellness Members) and to return your payment to you. In the event of your death, this Agreement will immediately terminate. The foregoing notwithstanding, in the event your Physician becomes unavailable during the term of this Agreement due to illness or other disability, you agree that you will not be entitled to a refund of any portion of the Wellness Membership Fees previously paid by you.

6. Email Communications and Text Messaging.

You authorize the Company, the Practice and its staff and medical practitioners, including your Physician, to communicate with you by email and text messaging regarding your "protected health information" ("PHI") (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) ("HIPAA") and other matters using the email address you provide in the Membership Agreement. In so agreeing, you acknowledge that:

- a. Email and text messaging are not a secure media for sending or receiving PHI and, accordingly, your emails or text messages may be read or otherwise accessed by a third party in transit. In particular, if you send or receive email through your employer's email system, your employer may have the right to review it;
- b. Although the Company, the Practice and your Physician will undertake reasonable efforts to keep email communications and text messages confidential and secure, neither the Company, nor the Practice, (including your Physician) can assure or guaranty the confidentiality of email or text messaging communications;
- c. In the discretion of the Practice and/or your Physician, email or text message communications may be made a part of your permanent medical record; and
- d. Email and text messaging are not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information.
- e. Accordingly, you also agree that:
 - i. You will not use email or text messaging to communicate regarding emergencies or other time-sensitive issues, or to communicate regarding other sensitive information, but rather will communicate such information through telephone calls or in person or properly encrypted emails;

- ii. If you do not receive a response to your email or text message within two (2) days, you will use another means of communication to contact the Practice or your Physician;
 - iii. Except where otherwise required by law, neither the Company, the Practice, nor your Physician shall be liable to you for any loss, cost, injury or expense caused by, or resulting from: (a) a delay in responding to you as a result of technical failures, including, but not limited to, technical failures attributable to any internet service provider, power outages, failure of any electronic messaging software, failure to properly address email messages, failure of the Company's computers or computer network or faulty telephone or cable data transmission; (b) any interception of email communications by a third party; or (c) your failure to comply with the guidelines regarding use of e-mail or text messaging communications set forth in this Section; and
 - iv. The Practice may but is not obligated to keep copies of email or text messages that you send to your Physician, or your Physician sends to you, and your Physician may include such messages in your medical record.
- f. By signing this Membership Agreement, and providing a telephone number to the Company, you agree that a representative of the Company can contact you at the number you provide, potentially using automated technology (including texts/SMS messaging) or a pre-recorded message.
7. **Attachments.** Included as part of this Agreement is the Wellness Membership Brochure, which contains a list of Enhancements.
8. **Miscellaneous.** Except as provided in Section 7 above, any communication required or permitted to be sent under this Agreement shall be in writing and sent via email, facsimile, recognized overnight courier or certified mail, return receipt requested (a) to the Company at the address as set forth on its website, <https://ccphp.net>, Attention: Company Administrator, and (b) to you at the address or email address set forth on the signature page of the Membership Agreement. Either party may change its address by notifying the other party in accordance with this paragraph. This Membership Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any contrary principles of conflicts of laws. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein. This Agreement may be executed in more than one counterpart, and each executed counterpart shall be considered as the original. All references made and pronouns used herein shall be construed in the singular or plural, and in such gender, as the sense and circumstances require. This Agreement shall be binding upon and shall inure to the

benefit of the parties and their respective successors, assigns, heirs, executors and administrators. You may not assign your rights, duties and obligations under this Agreement without the prior written consent of the Company, whose consent may be withheld for any reason. Any attempt to assign said rights, duties and obligations without the prior written consent of the Company shall be null and void and of no force or effect. The parties certify that the Membership Agreement, which includes the Wellness Membership Brochure, contains the entire agreement of the parties regarding the subject matter of this Agreement and supersedes any currently existing agreement between the parties regarding said subject matter. This Membership Agreement may not be changed orally. Notwithstanding the foregoing the Company may, from time to time, provide you with notice of one or more amendments to this Membership Agreement, which may include without limitation, changes to the amount of the Membership Fee, and the date on which such amendment will take effect (which date will not be sooner than thirty (30) days after notice of such pending amendment is given to you). Upon receipt of such notice, you will have thirty (30) days (or such longer period as may be specified in such notice) to terminate this Membership Agreement by giving notice of such termination to the Company before such amendment takes effect, in which case, you will not be obligated to pay any Administrative Fee and you will be refunded the pro-rata portion of any paid portion of your annual Membership Fee that applies to the period after such termination. If you do not terminate this Membership Agreement before such amendment becomes effective, you will be bound by such amendment. 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.

9. **Force Majeure.** 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, health care emergencies or pandemics, 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]

CAMFIT

I have read and understand this Agreement, including the Membership Brochure, and agree to all of the terms.

Member Signature:	CAM FIT LLC
Printed Name:	By:
Date: _____	Its: _____

Effective Date: _____

[NOTE: The CCPHP Member Advisor should fill in Effective Date in after they receive the signed Agreement from a Member. This is either (a) the agreed-upon "go live" date for concierge services or (b) date of signature, if signing post "go live" date]

Member Information

Name: _____

Date of Birth: _____

Address 1: _____

Address 2 (e.g., apt.): _____

City, State, Zip: _____

Phone: _____

Email: _____

Payment Information

Annual payment*¹ Semi-annual payment² Quarterly payment³ Monthly payment⁴

<input type="checkbox"/> Bank Account (Bank Name):	<input type="checkbox"/> Credit Card:
Routing Number:	Name on Card:
Account Number:	Card Number:
	Security Code:
	Exp. Date:

¹ Paid in full annually in advance, with no processing cost.

² 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.

³ 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.

⁴ Paid monthly with a 7.5% processing cost applied to each payment. Monthly installments will be charged automatically to the credit card or bank account on file in advance of the month period to be covered.