



MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

This membership agreement ("Agreement") specifies the terms and conditions under which you, the undersigned Member ("Member" or "You"), may participate in the MedXclusive Wellness Program ("Program"). This Agreement will become effective either on the date your MedXclusive Physician ("Affiliated Physician") commences the Program or the date that You execute this Agreement, whichever is latest ("Effective Date").

1. **MedXclusive Wellness Program.** The Program's annual fee encompasses the following services ("Services"):
 - *Personal Health Record*
 - *Annual Wellness Program, including advanced wellness screenings, diagnostics and wellness plan*
2. **Affiliated Physician.** You understand and acknowledge that physicians participating in the Program may change from time to time and that from time to time certain Affiliated Physicians may no longer be able to accept new members due to patient volume limits. If your designated Affiliated Physician is no longer available, MedXclusive will notify You of such unavailability and offer an alternative Affiliated Physician or will refund your annual fee if You so desire, as explained in paragraph five below.
3. **Relationship between Affiliated Physician and MedXclusive.** You understand and acknowledge that the Affiliated Physician is an independent contractor and is not the agent, servant or employee of MedXclusive. You further agree and understand that MedXclusive does not provide, supervise or control the care that You receive from an Affiliated Physician. Rather, your care is furnished and directed solely by the Affiliated Physician who exercises his/her own medical judgment in his/her practice of medicine. MedXclusive is not responsible for the judgment or conduct of any Affiliated Physician who renders Services and/or care to you. MedXclusive makes no representations or warranties about the quality, qualifications, or experience of the Affiliated Physician or the Services and/or care he/she provides.
4. **Annual Membership Fee.** Each Member will pay an annual fee ("Annual Fee") of two thousand four hundred dollars (\$2,400.00) to MedXclusive. The Annual Fee is subject to change. MedXclusive will provide Member with notice of any such change no fewer than thirty (30) days prior to the end of the then current Term (as defined herein), with such change taking effect with the commencement of the



next Term.

5. **Renewals and Termination.** The Annual Fee covers a period of one (1) year (the “Term”). Failure to pay the next Term Annual Fee prior to the anniversary of the Effective Date shall result in termination of your membership in the Program. (For example, if the Effective Date is June 15, 2024, then You must renew on or before June 14, 2025.) You or MedXclusive may terminate this Agreement at any time upon thirty (30) days’ written notice. If You or MedXclusive 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 receipt of this Agreement and the Annual Fee, MedXclusive shall have the option, in its sole and absolute discretion, not to accept this Agreement and to return your payment to You for any reason (e.g., due to limitations in practice size). Unless otherwise terminated, this Agreement, including, without limitation, the agreement to arbitrate, shall automatically renew for an additional one (1) year period upon the expiration of each Term for up to ten (10) consecutive Terms. No
6. **Medical Care Services Excluded from Annual Membership Fee.** The Annual Fee specified herein covers only the defined Services. Neither MedXclusive nor your Affiliated Physician or his or her staff is responsible for seeking reimbursement from any insurer or other third-party payer for the Services. Except for the 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 Affiliated Physician and his or her staff. Your Affiliated Physician’s limited practice size also enables your Affiliated Physician to provide conveniences, such as same-day or next-day appointments that start on time, unhurried visits, and 24/7 availability via personal pager or cell phone, at no additional charge to you. Your Affiliated Physician participates in MedXclusive’s program to facilitate referrals, if needed, for second opinions or specialized care at certain, specified leading national health centers. (Institutions and program offerings are subject to change.)
7. **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.
8. **Electronic Communications; Privacy.** If You wish to send secure communications to, and receive secure responses from, your Affiliated Physician and/or his or her employees, agents and representatives, You should utilize the secure messaging provided through your personal MedXclusive website and app. Unlike the secure messaging provided through your personal MedXclusive website and app, traditional email or

CONTACT

PAGE 2 of 5



texts are not secure mediums for sending or receiving potentially sensitive personal health information (PHI). If You choose to send PHI in emails or texts, You are doing so at your own risk. You also acknowledge and understand that email or texts in any form are not a good medium for urgent or time-sensitive communications. If a communication is time-sensitive, You must communicate with your Affiliated Physician by telephone or in person. You acknowledge and understand that, at the discretion of your Affiliated Physician, your message may become part of your medical record.

9. **Arbitration; Class Action Waiver.** Please read this section carefully, as it affects rights that You may otherwise have and provides for resolution of disputes through arbitration instead of court trials and class actions. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, and has limited discovery. Arbitration is also final and binding and subject to only very limited review by a court. Any past, present, or future claim, dispute, or controversy involving MedXclusive arising out of or relating to the Program and/or this Agreement, including the validity, breach, interpretation, formation, arbitrability, inducement, or enforcement thereof, shall be resolved exclusively through binding Arbitration before a neutral arbitrator in the county where the Member resides. Each party will reasonably participate in the process of choosing the neutral arbitrator, who shall have the exclusive authority to resolve any claim(s) between the parties under any legal theory, whether based in contract, statute, tort, fraud, etc. Arbitration shall be conducted through Judicial Arbitration & Mediation Services (“JAMS”), or another arbitrator if not arbitrable through JAMS. JAMS rules in effect at the time of filing, including its Expedited Procedures, will apply to the Arbitration and can be found at: www.jamsadr.com. Arbitration shall be conducted only on an individual basis and not on a class or consolidated basis. Either party may bring an individual claim in small claims court in lieu of Arbitration if the suit qualifies. **THE PARTIES FULLY UNDERSTAND THAT THEY ARE INTENTIONALLY AND VOLUNTARILY WAIVING THEIR RIGHTS TO (1) GO TO COURT; (2) HAVE A TRIAL BY JURY; AND/OR (3) PARTICIPATE IN A CLASS ACTION.** The parties acknowledge that this Agreement evidences a transaction involving interstate commerce, and the Federal Arbitration Act shall govern this agreement to arbitrate. The neutral arbitrator has the authority to award whatever relief would be available in court under law or in equity. In the event of Arbitration, MedXclusive will pay all reasonable costs related to the Arbitration; however, each party will pay its own attorneys’ fees, if any. This agreement to arbitrate shall survive termination of this Agreement.
10. **Entire Agreement; Severability.** This Agreement contains the entire agreement between the parties and supersedes any prior agreement (written or oral) between the parties. There are no promises or representations except as set forth herein. Member has not relied on any statements or representations other than those which are set out in this Agreement. If any provision of this Agreement, including the agreement



to arbitrate, is declared to be unlawful or unenforceable, in whole or in part, then the remaining terms and provisions of this Agreement shall remain in full force and effect.

11. **Notices; Electronic Means.** 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 with proof of delivery. Any change in address shall be communicated in accordance with the provisions of this section. If executing this Agreement by electronic signature or electronic mark, the parties agree to conduct the transaction by electronic means. If the parties exchange emails which show that the parties have responded to the other side, the emails shall be deemed notice.
12. **Billing.** Initial payments are processed at the time of enrollment. Subsequent payments are charged quarterly, semi-annually or annually as elected by the Member.
13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to Florida's choice of law provisions, except as otherwise provided herein. Any arbitration or other action shall take place exclusively in Leon County as venue.
14. **Membership Agreement Terms and Conditions.** This Agreement may be updated by MedXclusive at any time in the reasonable discretion of MedXclusive after thirty (30) days' notice to You. If You during the thirty (30) day period object to any of the new terms and conditions in writing, this Agreement shall terminate at the end of said thirty (30) day period. Otherwise, the new terms and conditions shall be deemed to be a part of this Agreement as amended. The then current terms and conditions for MedXclusive may be found at www.medXclusive.net.
15. **Current Fee Structure.** The MedXclusive current fee structure is set forth on the following page.

EXECUTION OF THIS AGREEMENT IS BELOW AND FEE STRUCTURE FOLLOWS:

MEDXCLUSIVE MEMBERSHIP FEE STRUCTURE

ANNUAL MEMBERSHIP FEE – two thousand four hundred dollars (\$2,400)

- Fee can be paid quarterly, semi-annually, or annually
- First payment to me made at time of execution of agreement

CONTACT

PAGE 4 of 5



- Payments accepted- credit card, check, cash, ACH Debit

MEMBERSHIP PATIENT FEE SCHEDULE

- Visit – one hundred seventy five dollars (\$175.00)
- MedXclusive will file the insurance claim for the Member.
- If the Member uses an insurance provider other than, Aetna, BCBS, Cigna, Humana, or UHC

MedXclusive will provide the Member with completed insurance claim documentation for the Member to submit to the Member's insurance company. The Member will be reimbursed by their insurance company; however, the MedXclusive fee is due at the time of the visit. The office will not be accepting HMO or any type of Medicare or Medicaid.

Doctor Vanderlan has the authority to discount pricing as he sees fit for each office visit.

www.medXclusive.net defines all current services available to a MedXclusive member.

Signatures

By signing below, the Member agrees to the terms and conditions set forth in this Agreement. MedXclusive agrees to provide the services outlined above in accordance with these terms.

Member (Patient)

Name: _____

Signature: _____

Date: _____

MedXclusive Representative

Name: _____

Title: _____

Signature: _____

Date: _____