

## PREMIER MEDICAL ACCESS, LLC

### MEMBERSHIP AGREEMENT

By clicking the button “I Agree,” you agree to the Premier Medical Access, LLC (“PMA” or the “Company”) terms and conditions contained within this Membership agreement (“Membership Agreement”) and as set forth below:

#### Parties:

The parties to this Membership Agreement are PMA and you, the Member, (collectively PMA and the Member are the “Parties”). In the case of a “single adult” Membership, a “married couple” Membership or a “family” Membership, the term “you” or Member refers to all Members of the single adult, married couple or family participating in PMA’s medical services, (collectively “Member”).

#### Services:

Membership commences when both of the following occur: i) Member clicks the button “I Agree,” regarding accepting the terms and conditions of PMA’s Membership Agreement and ii) Member’s payment is received for the services to be rendered by PMA for the Term (defined below) selected by Member (“Membership”).

Member acknowledges that among the services offered by PMA to its Members is access to medical specialists and healthcare professionals within Puerto Rico within an expedited period of time (i.e. within 48 hours of a Member’s call to PMA, excluding weekends and weekend calls). In addition, PMA offers its Members that once an appointment has been scheduled with a PMA healthcare professional, the professional will meet with the Member at the scheduled appointment time or within thirty minutes of the scheduled appointment time, barring medical emergencies, provided Member arrives on time for the scheduled appointment. Member acknowledges that PMA’s business hours of operation are Monday through Friday 8:00am – 6:00pm. Member acknowledges that PMA does not offer its services before 8:00am or after 6:00pm nor does PMA offer its services on weekends. Member acknowledges that Membership in PMA does not cover any emergency room visits, benefits or special access. PMA’s services do not include house calls or any form of telehealth or telemedicine.

#### Term:

By selecting the desired term on PMA’s website, Member determines the term of your Membership which may be weekly, monthly, semi-annual or annual and the term commences from the date your credit card is charged (“Term”). An annual Membership is one that has a Term of twelve consecutive months (“Annual Membership”). For Annual Memberships, this Membership Agreement is automatically renewable for an additional one year term on the anniversary date (month and day) of your initial Membership (“Membership Renewal Date”). If you choose not to renew your Annual Membership, you must notify PMA in writing.

#### Fees:

PMA’s fees for weekly, monthly, Annual Memberships, other services and Scheduling Fees are posted on PMA’s website (collectively “Fees”). Fees charged for appointments with PMA’s medical professionals are “Scheduling Fees” and will be posted on PMA’s website.

A Scheduling Fee will be charged to Member for all of the following:

- Appointments scheduled by PMA for the Member.
- Follow-up appointments with a PMA Network Doctor, whether or not PMA scheduled the follow-up appointment. (Member acknowledges that even with follow-up visits with a PMA Network Doctor, Member wishes to avail himself/herself of PMA's Plan Services for prompt follow-up appointments and meeting with medical professionals at scheduled appointment times.)
- Cases where a PMA Network Doctor writes Member a prescription (i.e. for medical drugs or an x-ray), even if Member did not meet physically with the PMA Network Doctor.
- Failure to show for an appointment without providing PMA with at least eight (8) hours prior notice by telephone, voicemail and/or email.

Member acknowledges that PMA's Scheduling Fees may vary depending on the type of service being delivered. Member acknowledges that if Member receives a service from PMA that is not listed on PMA's website ("Special Service"), the corresponding Scheduling Fees associated with the Special Service will not be listed on PMA's website. PMA will inform Member of the price of Scheduling Fees associated with Special Services before the Special Services are delivered, excepting emergency situations, as defined by PMA in its sole and absolute discretion.

The Fees posted on the website at the time a Member accepts PMA's Membership Agreement will not change during the Term. Fees are subject to change upon renewal or selection of a new Term. Membership Fees and the Scheduling Fees will not be changed during the Term of your Membership. Member acknowledges that during the Term, PMA may add additional services that were not offered at the time Member accepted this Membership Agreement and Member agrees to pay all Fees associated for any new service added by PMA, if Member uses the new service.

PMA reserves the right to increase the Fees on all its services at Annual Membership Renewal Date or the start of a new Term. If an increase in the Fees occurs, the Fees will be posted on PMA's website. Member acknowledges that Member may review the schedule of Fees on PMA's website at any time. Member acknowledges that PMA is not obligated to notify Member of any Fee change.

All Fees are due and payable in full at the commencement of the Term and on the Membership Renewal Date for an Annual Membership. The Scheduling Fee is payable at the time PMA arranges your appointment to see a PMA doctor or healthcare professional and for each follow-up visit to a PMA doctor or healthcare professional. If you avail yourself of Special Services or any other services offered by PMA, whether or not listed on PMA's website, you agree to pay for these Special Services and other services in full prior to use.

You agree to allow PMA to charge your credit card for the weekly, monthly, semi-annual or Annual Membership Fee, for any renewal of your Annual Membership, for Scheduling Fees, for Special Services and for any additional services offered by PMA which you use.

#### Membership Cancellation:

You may cancel your Membership at any time. To cancel your Membership, you must notify PMA in writing ("Member Cancellation Notice"). Your Membership will be cancelled at the end of the calendar month in which PMA receives your Member Cancellation Notice. Member agrees and acknowledges that PMA relies on the full value of your Membership to staff appropriately and to deliver the services provided under this Membership Agreement. Member agrees and acknowledges that the remaining unused months of your Term will not be refunded to you.

PMA may cancel your Membership at any time for any reason or no reason at all, including but not limited, to failure to pay PMA's Fees, engaging PMA in arbitration, suing PMA or suing any of PMA's network of doctors and healthcare professionals. If PMA cancels your Membership, it will notify you in writing by email ("PMA Member Cancellation Notice"). Upon delivery of the PMA Member Cancellation Notice, your Membership will be immediately cancelled. Member acknowledges that the remaining full, unused, calendar months of your Membership Fee may not be refunded to you as decided by PMA in its sole and absolute discretion.

Indemnification:

You agree to indemnify and hold harmless PMA, its employees, shareholders, officers and directors and its network of doctors and healthcare professionals (collectively "Indemnitees") if the Member ("Indemnitor") incurs any of the following:

- Breach of contract or agreement;
- Breach of contractual or agreement obligations;
- Breach of confidentiality and non-circumvention;
- Breach of any other responsibility of the Indemnitor not expressly assumed by the Indemnitees in this Agreement;

The indemnification will be determined by an arbitrator and/or a judicial court as stated in the "Dispute Resolution" sections of this Agreement.

Dispute Resolution:

The Parties agree that any disputes arising from this Membership Agreement or from the services provided by PMA or any of its network of healthcare professionals shall be submitted to review by a single arbitrator appointed by the San Juan office of the American Arbitration Association or by such other entity that is engaged in the arbitration of disputes to which PMA and Member may mutually agree in writing, with such arbitration to be conducted in San Juan, Puerto Rico in accordance with the rules and procedures of such organization; provided that this provision shall not prevent PMA from obtaining injunctive or other equitable relief. The decision of any such arbitrator shall be final and binding on PMA and the Member, and may be entered in any court having jurisdiction over such matter and such parties. Each Party will be responsible for their respective fees, costs and expenses including but not limited to attorney and consultants fees and expenses. Arbitration costs, fees and expenses shall be split 50-50 between the Parties. No allocation of costs and expenses will be made upon the conclusion of the dispute and as part of the final determination made by the arbitrator. Under no circumstances will PMA be responsible for the legal fees and expenses of the Member.

All notifications, requests, claims, etc. to be made to PMA must be made in writing and sent to the following address:

Premier Medical Access, LLC  
PMB 149  
425 CRR 693 Ste 1  
Dorado, PR 00646-4817

Confidentiality and Non-circumvention:

Member including affiliates, investors, partners, agents and successors (collectively, "Covered Persons") agree, that during the Term, any renewal Term and for a period of twelve months from the date Member ceases Membership in PMA ("Confidentiality and Non-circumvention Period") to maintain and to cause Covered Persons to maintain in confidence (i) the nature and details of PMA's services and operations

including, but not limited to, the names and contact information of PMA's network of healthcare professionals, and (ii) any and all information (including, without limitation, information prepared by third parties for PMA or Member regarding PMA and its business model) provided to Member or Member's respective Covered Persons regarding PMA and its business model (except to the extent such information (x) is or becomes publicly available other than by virtue of Member's or any Covered Person's breach hereof, or (y) was previously known by Member), without, in each case, the prior written consent of PMA, which consent shall be given in PMA's sole discretion.

In connection with the foregoing, Member agrees that he or she shall not, directly or indirectly, for the Confidentiality and Non-circumvention Period (i) commence discussions or otherwise begin any business activity in competition with PMA (ii) propose, solicit, encourage or facilitate, any business or investment relationship or opportunity with any PMA employee, shareholder or PMA healthcare professional with regard to concierge medicine or any of the business activities engaged in by PMA, (iii) enter into any agreement, arrangement or understanding relating to any business or investment relationship or opportunity regarding concierge medicine or (iv) hire, directly or indirectly, any PMA employee without, in each case, the prior written consent of PMA, which consent shall be given in PMA's sole discretion.

Member acknowledges that any breach or threatened breach of Confidentiality and Non-circumvention provisions of this Membership Agreement may result in damages to PMA, the nature of which may be irreparable and/or the amount of which may be impracticable to calculate; accordingly, Member agrees that in the event of any such breach or threatened breach, PMA shall be entitled to seek injunctive or other equitable relief (in addition to all other remedies available under law), without the requirement of posting a bond or other security and without proof of actual damages.

Non-disparagement:

PMA shall instruct its employees not to make any statements to anyone that are false, derogatory or professionally or personally disparaging about, harmful to the reputation of, adverse to, Member, whether in respect of his Membership with and separation from PMA or otherwise. Member shall not make any statements to anyone that are false, derogatory or professionally or personally disparaging about, harmful to the reputation of, or adverse to, PMA, its officers, employees, affiliates or agents (attorneys, other senior employees, officers, Members, stockholders and directors), or any Member of PMA's network of doctors and healthcare professionals (collectively the "PMA Group"), including but not limited to, any such statements concerning services, operations, policies, personnel, product, finances, financial condition, capability or any other aspect of the business of PMA, its affiliates and the PMA Group. In the event any inquiry is made to PMA by any third party about Member, PMA shall advise as to the Member's dates of Membership and that it is PMA's policy to provide no further information. Nothing herein will prevent either Party from testifying truthfully in any valid judicial process or administrative process or making disclosures required by law.

Assignment:

This Membership Agreement is not assignable, in whole or in part, by either Party, except that PMA may assign its rights and obligations, without limitation or restriction and without the consent of the Member, to any corporation, firm or business entity to which PMA may merge, consolidate or sell or transfer all or substantially all of its assets. Upon any such assignment by PMA, then PMA shall be discharged from all further liability hereunder and such assignee shall thereafter be deemed to be the Company for the purposes of all the provisions contained in this Membership Agreement.

Entire Agreement; Counterparts; Amendment:

This Membership Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes any previous agreements, whether written or oral, pertaining to such subject matter; provided, however, that this Membership Agreement shall in no way limit or modify the rights of either Party under any other agreement between the Parties as to other matters. This Membership Agreement may be executed electronically, by hitting the button "I Agree", or it may be executed in "paper" form in multiple counterparts, each of which shall be deemed an original for all purposes and all of which will constitute a single instrument. Facsimile and electronically transmitted signatures shall be deemed original and binding signatures. During the Term, this Membership Agreement may only be amended by a written document signed by both Parties. PMA reserves the right to modify this Agreement at any time without notice to Member but such modifications will only go into effect upon the commencement of a new Term including the automatic renewal of an Annual Membership. During the Term, Member will always and only be subject to the terms and conditions of the Membership Agreement posted on PMA's website at the time the Member accepted the Membership Agreement. In the case of automatic renewal of an Annual Membership, Member acknowledges and agrees that Member had the opportunity to review the form of Membership Agreement on PMA's website at and prior to the time of automatic renewal and Member acknowledges and agrees that Member had an opportunity to cancel their Membership at any time prior to the automatic renewal date of their Annual Membership.

No Waiver:

No waiver of any provision of this Membership Agreement, or of a breach hereof, shall be effective unless it is in writing, signed by the Party waiving the provision or the breach hereof. No waiver of a breach of this Membership Agreement (whether express or implied) shall constitute a waiver of a subsequent breach hereof.

Interpretation; Headings; Severability; Governing Law; Survival:

The headings used in this Membership Agreement are for convenience only and shall have no significance in the interpretation of this Membership Agreement. All provisions of this Membership Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Membership Agreement shall not affect the validity or enforceability of the remaining provisions of this Membership Agreement. This Membership Agreement is governed by the law of the Commonwealth of Puerto Rico without giving effect to choice of law principles. Without limiting any other provision of this Membership Agreement, which by their terms or as to which such survival is implicit shall survive the termination or expiration of this Membership Agreement and termination of Member's Membership and shall remain in full force and effect thereafter.