

MEMBERSHIP AGREEMENT

This Membership Agreement, together with all Appendices (collectively, the “Agreement”) is between

_____,
 (First Name, Last Name, Middle Initial)

 (Home Address)

(“Member,” “you,” “patient”) and AG Urgent Care, LLC (“WeHealth,” “we,” “us”).

1. Acceptance of terms of Agreement. By signing up for WeHealth’s Plan, as defined hereinafter, you agree to the terms of this Agreement. We may make changes to this Agreement from time to time and we may notify you of such changes by any reasonable means. It is your responsibility to review the most recent version of the Agreement frequently and remain informed about any changes to it. Your continued use of the Membership following the changes to this Agreement will constitute your acceptance of those changes.

2. WeHealth does not provide health care services, and WeHealth is not a health care provider. WeHealth offers information, discounts and a method to obtain such health care services, but does not and does not intend to provide health care services or act in any way as a health care provider, and has no responsibility or liability for any health care services provided to you. Any decision made by you to use health care services is a decision made in your sole discretion. Each health care service provided to you shall constitute a separate agreement between you and such health care provider to which WeHealth is not a party.

3. Release. You acknowledge and agree that we are not responsible for, and make no representations or warranties regarding the actual health care services provided to you. You hereby release WeHealth, its officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your purchase or use of any health care services. WeHealth has no control over the quality of health care services provided to you.

4. Membership Plans and its benefits. Please select one of the plans (“Plan” or “Membership”) by writing your initials in the box to the right of the Plan:

WeHealth App

- Cost: \$25 per month
- Co-pay: \$0
- Follow Up Co-Pay: \$0
- Sign Up Cost: \$0
- Cancellation Cost: \$0
- Minimum Agreement Term: 30 Days

Silver Plus Plan

- Cost: \$125 per month
- Co-pay: \$10
- Follow Up Co-Pay: \$0
- Sign Up Cost: \$0
- Cancellation Cost: \$200
- Minimum Agreement Term: 6 Months

Gold Plus Plan

- Cost: \$250 per month
- Co-pay: \$10
- Follow Up Co-Pay: \$0
- Sign Up Cost: \$0
- Cancellation Cost: \$350
- Minimum Agreement Term: 6 Months

Platinum Plus Plan (Platinum +)

- Cost: \$400 per month
- Co-pay: \$0
- Follow Up Co-Pay: \$0
- Sign Up Cost: \$0
- Cancellation Cost: \$500
- Minimum Agreement Term: 6 Months

4.1 Included benefits. Member in good standing shall be entitled to unlimited urgent care visits to WeHealth Facilities for adults and/or children for \$125.00 per member per month for Silver Plus Plan, for \$250.00 per member per month for Gold Plus Plan, for \$400.00 per member per month for Platinum Plus Plan. All health care services that are covered by the Plans, included treatment, testing and care are described in Appendices I, II, and III.

4.2 All sales are final and non-refundable. Once you sign up for a Plan, we and our vendors are unable to cancel, refund, make changes, or modify your Plan. If Membership Fee, as defined hereinafter, and any non-refundable processing fee are paid for and received by WeHealth, Member will be entitled to all services and benefits included in such Plan for the entire duration of the Term, as defined hereinafter. Member will receive a Plan activation notice with such activation commencing within 72 hours of signing up and remaining in force as long as Member continues to pay Membership Fee and otherwise complies with the terms of this Agreement.

5. Excluded services. THIS AGREEMENT DOES NOT COVER HOSPITAL STAYS, EMERGENCY ROOM VISITS, SERVICES OF HEALTH CARE PROVIDERS THAT ARE NOT PART OF WEHEALTH NETWORK, TREATMENT (INCLUDING BUT NOT LIMITED TO IMAGING) PROVIDED ANYWHERE OTHER THAN AT WEHEALTH'S FACILITIES, AND ANY SERVICES OTHER THAN THOSE IDENTIFIED IN APPENDICES I, II, AND III.

6. Plans are NOT medical insurance. Plans do not provide medical insurance coverage and do not meet the Minimum Essential Coverage requirements under the Affordable Care Act. Agreement is not, and is not intended to be, an insurance contract.

7. Fees for Plans and services; and payment.

7.1 The fees for the Plans are \$25.00, \$125.00, \$250.00, \$400.00 ("Membership Fee"), per Member per month for WeHealth App, Silver Plan Plus, Gold Plan Plus, and Platinum Plan Plus respectively. There is a \$10 co-payment for all initial visits for Silver Plus and Gold Plus Plans Members. WeHealth App and Platinum Plus Plan do not have a co-payment for any services included in that Plan.

7.2 The Membership Fee for the first three months shall be due and payable upon initial enrollment for Members who are paying by cash or by check.

7.3 You will not be receiving a monthly bill.

7.4 To continue to receive the services and benefits included in the Plans, Membership Fees shall be paid in advance and shall be received by us by the 25th day of the preceding month ("Due Date"). Thereafter, unless otherwise agreed upon (or as may be set forth in the Electronic Funds Transfer Authorization), all credit or debit card charges or other electronic funds transfers shall be processed on or about the 25th day of every month. Please note that there is a grace period of five days after the Due Date. Membership Fees received on the first of the month or thereafter are subjected to a late fee of \$2.99.

7.5 If you chose to terminate the Agreement prior to the expiration of the Term, as defined hereinafter, you shall be responsible for an early termination fee in the amount of \$200.00 for Silver Plus Plan, \$350.00 for Gold Plus Plan, and \$500 for Platinum Plus Plan ("Termination Fee").

7.6 Discounts are available for Members who refer other Members to us.

7.7 Membership Fees are non-refundable.

7.8 Family plans are available for families with two or more members. There will be a monthly 10% premium discount for each family member regardless of the Plan chosen. The family plan is a one-year Agreement. There must be two active members on the Plan in order to qualify for the 10% discount. Early Termination Fee will apply in the event of Membership cancellation prior to the expiration of one-year Agreement.

7.9 Group Plans are available for eight or more Members. Please contact us to inquire about the pricing.

7.10 We may charge fees for various premium features and services that we offer, and we will notify you of those charges at the time that we offer you the premium features or services for a fee. We may, in our sole discretion, and by notifying you, change this policy and in our sole discretion, add, remove or change the features and services we offer or the fees (including the amount or the type of fees) we charge at any time. If we introduce a new service or charge a new fee, we will establish and notify you of the fees for that service at the launch of the service or start of charging a new fee. If we notify you of new fees or change the fees for an existing service, you agree to pay all fees and charges specified and all applicable taxes for your continued use of the applicable service. We are not responsible for any charges or expenses you incur resulting from being billed by us in accordance with these Agreement (e.g., overdrawn accounts, exceeding account limits, etc.).

7.11 Facilitation of payments. All payments are facilitated through a third party payment processing company. WeHealth may replace its third party payment processing company without notice to you.

7.12 Promotions. WeHealth, at its sole discretion, may make available promotions with different features to any of our patients or prospective patients. These promotions, unless made to you, shall have no bearing whatsoever on your Agreement or relationship with WeHealth.

7.13 Credit card authorization. To pay for Services through our website, you will need to provide WeHealth with a payment information. By submitting your payment information to us, you authorize us to charge the applicable payment method at our convenience but within thirty (30) days of your making the payment. You represent that you will not use any credit card or other form of payment unless you have all necessary authorization to do so. WeHealth may seek authorization of your credit card to validate your ability to pay the applicable charges. The authorization is not a charge, however, the authorization may reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account or available credit, you may be subject to overdraft of NSF charges by the bank issuing your debit or check card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank.

7.14 Bank fees. Some banks and credit cards impose fees for international transactions. If you are making a payment from outside of the United States on a US credit card, your bank may convert the payment amount to your local currency and charge you a conversion fee. This means the amount listed on your credit or bank card statement may be in your local currency. In addition, a foreign transaction fee may be assessed if the bank that issued your credit card is located outside of the United States. The currency exchange rate and foreign transaction fee is determined solely by your bank on the day that they process the transaction. If you have any questions about these fees or the exchange rate applied to you, please contact your bank.

8. Term. The term of this Agreement is for a period of thirty days for WeHealth App, six months for the Silver Plus Plan and one year for the Gold Plus and Platinum Plus Plans, starting from day you sign up for the Plan (collectively, the "**Term**"). Upon the expiration of the Term, this Agreement shall automatically continue upon the same terms and conditions as contained herein, and shall be extended for the same Term. After the expiration of the Term, Member may cancel this Agreement at any time upon thirty-day advance written notice to WeHealth's Corporate Office, provided that the Member pays all Membership Fees through the date of cancellation. Notwithstanding the above, WeHealth reserves the right in its sole and absolute discretion to terminate Membership of any Member for any reason.

8.1 Automatic Renewal of Membership Term. Membership shall automatically renew up to 3 business days prior to the expiration of the Term unless the Member notifies WeHealth's Corporate Office by providing a written notification prior to the expiration date at the address provided hereinafter stating that he/she wishes to cancel his/her Membership or by changing the settings of your account to "Do Not Renew" status, which is a sufficient form of notification to avoid automatic renewal. If a Member fails to notify customer service of his/her election not to renew the Membership, Membership shall renew automatically and the Membership Fee together

with a processing fee for an additional Term will be charged to the Member’s original form of payment unless other payment information was provided thereafter.

8.2 Discounts. Plans provide discounts for certain healthcare providers and their services. Plans only cover services and provide discounts described herein and Member is responsible for making any and all payments to healthcare providers for the services provided to Member and not covered by the Plans. Members are also responsible for making any and all payments to the health care providers for the services that Member received through the Plan minus the discount. The range of discounts for medical or ancillary services provided under the Plan varies depending on the type of provider and medical or ancillary service received.

9. Limitation of liability. *We will not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind in connection with the Plans, nor for any damages for loss of profits, goodwill, loss of use, loss of data, loss of other intangibles, loss of security of information you have provided in connection with your use of the Plans, or unauthorized interception of any such information by third parties, even if advised in advance of such damages or losses. Further, we will not be liable for damages of any kind resulting from your use of the Plans or from any information or materials relating to Plans. Your sole and exclusive remedy for dissatisfaction with the Plan is to cancel the Plan. Our maximum liability for all damages, losses, and causes of action, whether in contract, tort (including, without limitation, negligence), or otherwise shall be the total amount, if any, paid by you to us to access and use the Plans.*

9.1 Exclusions. It is possible that applicable law may not allow for limitations on certain implied warranties or exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights. If applicable law prohibits the limitation or exclusion of a party’s liability with respect to death or personal injury caused by such party’s negligence, fraud, or any other matter, then such party’s liability will not be limited or excluded to the extent of such prohibition under such applicable law.

10. Business Hours & Locations of WeHealth Facilities*:

<p><u>Bushwick Location</u> Address: 1349 Broadway, Brooklyn NY 11221 Hours: Mon - Fri 9am to 10pm, Sat-Sun 10am to 6pm</p>	<p><u>Flatbush Location</u> Address: 1576 Flatbush Ave, Brooklyn, NY 11210 Hours: Mon - Fri 9am to 10pm, Sat-Sun 10am to 6pm</p>
<p><u>Inwood Location</u> Address: 177 Dyckman St, New York, NY 10040 Hours: Mon - Fri 9am to 10pm, Sat-Sun 10am to 6pm</p>	<p><u>Prospect Lefferts Gardens Location</u> Address: 681 Flatbush Ave, Brooklyn, NY 11225 Hours: Mon - Fri 9am to 10pm, Sat-Sun 10am to 6pm</p>

WeHealth Corporate Office (mailing address for notices):

2071 Flatbush Ave, Suite 27, Brooklyn, NY 11234

**Not all services may be available at all locations. Hours of operation may be subject to change without notice.*

11. Policies.

11.1 Appointments/Cancellation. Appointments are required for all visits except those involving urgent care. Members are required to provide no less than 24-hour notice to us in the event of cancellation of an appointment. Each Member must present his or her photo identification and Membership ID card at the time of each visit. We reserve the right to decline to treat any person who fails to present his or her photo identification and Membership ID card at the time of the visit.

11.2 After Hours/Emergency Contact. To reach the MD Hotline for medical advice, please download App by going on our website (www.agurgentcare.com). After registration, contact the hotline and listen for the prompt to be connected to a Physician, a Physician Assistant or a Nurse Practitioner.

11.3 Membership Cancellation. We reserve the right to cancel the Membership of any Member who fails to promptly pay all Membership Fees when due and/or maintain a valid credit card on file with us at all times. Cancellations are subject to the Termination Fee and for any other reason.

11.4 Privacy. All Members shall sign a Patient Notice of Privacy Practice at the time of initial visit.

11.5 Medical Records. Records, including lab results, are generally not available on a walk-in basis. A medical records release form must be filled out, including patient signature and date. It may take up to ten business days for a Member's request to be processed and for records to be made available.

12. Dispute Resolution.

12.1 Process. The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement including the documents it incorporates by reference, or your violation of any law or the rights of a third party. In the event that the dispute, claim or controversy is not resolved by these negotiations, the matter will be submitted to Judicial Arbitration and Mediation Services, Inc. (a.k.a. "JAMS"), or its successor, for mediation pursuant to section 12.3, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to section 12.4. Nonetheless, legal action taken by WeHealth to collect any fees and/or recover damages shall not be submitted to mediation or arbitration except as otherwise agreed to in writing by WeHealth.

12.2 Negotiation. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within fifteen (15) business days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority will meet in person or otherwise at a mutually agreeable time and place within thirty (30) business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute.

12.3 Mediation. Either party may commence mediation, in the county of New York, State of New York, by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case.

12.4 Arbitration. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement that are not resolved by their mutual agreement by negotiation or mediation under sections 12.2 and 12.3 shall be submitted to final and binding arbitration before JAMS, or its successor, pursuant to the United States Arbitration Act, 9 U.S.C. Sec. 1 et seq. Either party may commence the arbitration process, in the county of New York, State of New York, called for in this Agreement by filing a written demand for arbitration with JAMS, with a copy to the other party. The arbitration will be conducted in accordance with the

provisions of JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties will cooperate with JAMS and with one another in selecting an arbitrator from JAMS' panel of neutrals, and in scheduling the arbitration proceedings. The parties covenant that they will participate in the arbitration in good faith.

12.5 Enforcement. The provisions of sections 12.3 and 12.4 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

12.6 Notice; Waiver. You agree that, except as otherwise specified in section 12.1, all disputes, claims or controversies arising out of or relating to this Agreement will be decided by negotiation, neutral mediation and/or neutral arbitration. Also, by agreeing to this Agreement you are giving up your judicial rights to discovery and appeal except to the extent that they are specifically provided for under this Agreement. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under federal or state law. Your agreement to this arbitration provision is voluntary.

13. Dispute between you and third party. If you have a dispute with third party resulting from or arising out of or in connection with your use of the Plans, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

14. Waiver of Jury Trial and Class Action. YOU ACKNOWLEDGE AND AGREE TO WAIVE CERTAIN RIGHTS TO LITIGATE DISPUTES IN COURT, TO RECEIVE A JURY TRIAL OR TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. YOU AGREE THAT ANY ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT A CONSOLIDATED, CLASS-WIDE OR REPRESENTATIVE BASIS AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO PROCEED WITH AN ARBITRATION ON A CLASS OR REPRESENTATIVE BASIS. THE ARBITRATOR MAY AWARD INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. IF FOR ANY REASON THE ARBITRATION CLAUSE SET FORTH IN THESE TERMS OF USE IS DEEMED INAPPLICABLE OR INVALID, OR TO THE EXTENT THE ARBITRATION CLAUSE ALLOWS FOR LITIGATION OF DISPUTES IN COURT, YOU AND WEHEALTH BOTH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE OR TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.

15. Governing Law; Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. Each of Seller and Purchaser (i) hereby irrevocably submits to the jurisdiction of New York courts for the purposes of any suit, action or proceeding arising out of or relating to this Agreement and (ii) hereby waives, and agrees not to assert in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such court, that the suit, action or proceeding is brought in an inconvenient forum or that the venue of the suit, action or proceeding is improper.

16. Entire Agreement. This Agreement hereby incorporates by this reference any additional terms that we post on the Platform (including, without limitation, our Privacy Policy and Terms of Use) and, except as otherwise expressly stated herein, this Agreement is the entire Agreement between you and us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter.

17. No Waiver. WeHealth's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision and does not waive our right to act with respect to subsequent or similar breaches.

18. Severance. If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, you and WeHealth nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement will remain in full force and effect.

19. Titles. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

20. Miscellaneous.

20.1 This Agreement may not be assigned, transferred, and any or all of your rights or obligations under this Agreement may not be sublicensed by the Member.

20.2 If a parent or guardian has signed on behalf of their minor child or ward, such parent or guardian hereby attests that he or she has full legal authority to execute this Agreement on behalf of said child or ward. Further, said parent or guardian hereby agrees to indemnify and hold harmless, including legal fees, Wehealth, its officers, employees, agents and successors from any claim, demand or loss which may occur in the event said parent or guardian does not, in fact, have such legal authority.

20.3 Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, successors and permitted assigns. The headings in this Agreement do not form a part of the Agreement and shall not be taken into account in interpreting this Agreement.

20.4 Additional charges may apply for certain order specifications. Availability and charges for these specifications will vary among vendors.

20.5 In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other provision herein contained. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

BY YOUR SIGNATURE BELOW YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND REVIEWED THIS AGREEMENT AND ALL PROVISIONS HEREOF, AS WELL AS ALL QUESTIONS PERTAINING HERETO, HAVE BEEN FULLY AND SATISFACTORILY EXPLAINED TO YOU. YOU HAVE GIVEN DUE CONSIDERATION TO SUCH PROVISIONS AND QUESTIONS, AND YOU CLEARLY UNDERSTAND AND CONSENT TO ALL THE PROVISIONS HEREOF.

Signature of Patient or Guardian

Date