

WELLINGTONMD PRIVATE PRACTICE PATIENT AGREEMENT

This Private Practice Patient Agreement (“Agreement”) specifies the terms and conditions under which, you, the undersigned patient (“Patient”) may voluntarily elect to participate in the healthcare offerings offered by WellingtonMD, LLC, a Florida professional limited liability company (“Practice”) summarized as follows:

- Practice makes available to Patient a diagnostic annual routine physical exam that is provided regardless of medical condition or necessity, coupled with ongoing follow-up for virtual/telehealth or in-office exams in support of the annual routine exam (all routine exams collectively “Annual Exam”), supported by a medical information plan that delivers ongoing Patient education and support toward health goals based on the Annual Exam (“Health Data Plan”), uniquely tailored to the Patient’s personal issues, lifestyle and health goals. The Annual Exam and Health Data Plan are collectively “Services.” Patient and Practice shall each also be individually called “Party” and collectively as the “Parties.” Services are described in more detail in the attached Schedule A.

SERVICES AND BENEFITS

The subscribing Patient shall pay the voluntary subscription fees referenced in the attached Schedule A (“Services Fees”) for Practice to make Services available. The Services Fees compensate Practice for making the Services available. Practice reserves the right to update Schedule A.

PAYMENT OPTIONS

Patients may pay the Services Fees with a check or credit card payable to WellingtonMD, and with automatic Agreement renewals Practice is authorized to charge Patient’s credit card on file for renewal term Service Fees.

RENEWALS AND TERMINATION

This Agreement will automatically renew one (1) year from the date of this Agreement unless terminated by either Party by written notice given to the other. The Practice may terminate this Agreement with thirty (30) days’ prior written notice, in which case, the Patient will receive a prorated refund of the Services Fees for undelivered Schedule A Services but delivery of the Annual Exam fully earns all Service Fees paid. Patient may terminate this Agreement with thirty (30) days’ written notice, stating the Patient’s reason for termination, to receive a prorated refund of Service Fees for undelivered Services but delivery of the Annual Exam fully earns all Services Fees paid.

HEALTH CARE SERVICES THAT ARE OUTSIDE SERVICES AND SERVICES FEES

The Services Fees cover only the availability of Services subscribed to by Patient. If the Practice provides services other than the Services listed in Schedule A, Patient and Practice may mutually agree upon any additional charges, if any, to the extent the Patient’s healthcare insurance plan (“Plan”) does not cover those services. Patient acknowledges that either Patient or Patient’s Plan may be responsible for any applicable additional charges for services outside of those described in Schedule A. Any charges to Patient for any services outside of Plan coverage and not reflected in Schedule A will be at Practice’s usual, reasonable, and customary rates and consented to in advance by Patient. Practice will collect any applicable co-payments or deductibles related to Plan-covered services the Practice delivers to the Patient to the extent that the Practice is in-network with the applicable Plan.

ELECTRONIC PRACTICE COMMUNICATIONS

If Patient wishes to electronically communicate with Practice, Patient must know that electronic communication is not a secure medium for sending or receiving sensitive personal health information (“PHI”). Practice will take steps to keep Patient’s electronic communications confidential and secure. Patient acknowledges and understands that electronic communications such as email are often not a good medium for urgent or time-sensitive communications as Practice anticipates a roughly thirty-six (36) hour response time for emails (see your plan details for limits on email communications). In the event the communication is time-sensitive, Patient must

communicate with Practice by telephone or in-person. In any emergency please secure immediately emergency room/ER medical attention. Please refer to the separate Electronic Communications Agreement for further applicable details in this regard, which this reference is integrated herein.

APPOINTMENTS, SCHEDULING & SCOPE OF SERVICES

The Patient will schedule Annual Exam and related services through electronic communications with the Practice. If Patient has an urgent concern related to Annual Exam health questions or concerns, Patient shall contact the Practice, but in any emergency Patient must call 9-1-1, utilize emergency medical services available outside Practice, or both. Services are designed to incorporate and provide primary care via the Annual Exam supported by the Health Data Plan Services, but Services Fees do not pay Practice for any healthcare or services other than the Services referenced in Schedule A.

MEDICARE

If Patient is or becomes Medicare eligible, Patient acknowledges that Practice is a participating Medicare provider, and under applicable federal regulations, Practice will submit reimbursement claims to Medicare for all Medicare-covered services Practice provides to Patient. Patient will **not** submit to Medicare any claim for payment of Services Fees or request that Practice submit such a claim for Services. Patient acknowledges and understands that Medicare will **not** cover or reimburse for the Services referenced in Schedule A.

VACATIONS AND ILLNESS FOR PRACTICE HEALTHCARE PROFESSIONALS

Patient acknowledges that there may be times that Patient cannot contact the Practice healthcare professional due to vacations or illness, Practice healthcare professional continuing medical education, or technical defects with either Patient's or Practice's electronic communication equipment. Should a Practice healthcare professional become unavailable, Patient acknowledges that Practice shall make every effort to give advance notice to Patient so that Services can be scheduled or delivered on another date. In cases of emergency, the Practice will offer contact information for a covering healthcare professional provider.

COMPLIANCE WITH LAW

Practice agrees to make Services available for Services Fees with the intent to comply with all applicable laws. The laws of the state in which Practice is located shall govern and construe this Agreement without application of choice-of-law principles. If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement or the activities of either Party under the Agreement, or any change in judicial or administrative interpretation of any such law, regulation, or rule, this Agreement shall be deemed modified so as to remain in compliance with such laws.

PRACTICE IS NOT AN INSURER

Practice is not an insurance company and is not promising or delivering unlimited care or services for the Services Fees. Practice presumes that Patient is either eligible for Medicare or otherwise has a private or public Plan that provides health care coverage for essential healthcare services not covered by Services Fees.

AGREEMENT ASSIGNMENT AND MODIFICATIONS

This Agreement may not be assigned to any other person by Patient or Patient's parent or legal guardian. This Agreement replaces and supersedes all prior agreements of any kind, oral or in writing, between Patient and Practice. This Agreement may not be modified absent a writing signed by Patient and an authorized representative of Practice.

By signing below, Patient agrees to subscribe to Services under the terms of this Agreement as detailed above and in Schedule A.

[signatures follow]

By signing below, Patient agrees to subscribe to Services under the terms of this Agreement as detailed above and in Schedule A.

PATIENT:

PRACTICE:

WELLINGTONMD, LLC.
A PROFESSIONAL LIMITED LIABILITY
COMPANY

Signature: _____

Signature: _____

Name: _____

Name/Title: Dr. Brian Lipari/Manager

Date: _____

Date: _____

SCHEDULE A SERVICES & SERVICES FEES

Practice makes available to Patient one (1) routine in-office diagnostic annual physical exam that is provided regardless of medical condition or necessity, supported by follow-up virtual/telehealth or in-office routine exams (all routine exams collectively “Annual Exam”), and supported by a medical information plan that stores Annual Exam health data and facilitates Practice/Patient communications related to the Annual Exam that delivers ongoing Patient education and support toward Annual Exam-based health goals (“Health Data Plan”), uniquely tailored to the Patient’s personal issues, lifestyle, and health goals (the Annual Exam and Health Data Plan are collectively “Services”). The Annual Exam includes diagnostic focus on the following conditions:

- Comprehensive overview of your medical history, family history, and surgical history
- General health – including labs (billed to Plan to extent Practice in-network or authorized), vitals, and vision
- Whole body preventative/cardiovascular health – incorporating technology aided screening methods
- Pulmonary health
- Cancer screening – including skin and mole mapping, and cancer marker testing
- Alzheimer’s/dementia – objective memory testing
- Genetic risk analysis
- Diabetes screening
- Metabolic health – including state of the art labs personalized to your needs
- Men’s/Women’s health issues
- Lifestyle (exercise, nutrition, etc.) – including body composition measurements
- Mental health screening

Health Data Plan communications shall be through Practice’s email, office phone, or Practice physician’s personal cell phone (for after-hours emergency communications). Practice can arrange Facetime or Skype calls to fit Patient’s schedule. You may have physician/hospital/home visits if needed. Patient will have access to medical records and documents through Practice’s Health Data Plan portal. Between Annual Exams the Practice will collect medical records, review blood pressure tests, and collate lab results (stored in the Health Data Plan) to provide you with personalized results and an updated personalized prevention and health plan to integrate with your next Annual Exam.

Services Fees: \$2,200/year (per patient with payment options available)

- Discounts will be made available for the following patients:

- **Annual services fee payment in full**
- **Family members of 3 or more**
- **Hormone Replacement/Testosterone, Weight Loss, or Energy boosting program subscribers**

Notes: Due to the smaller patient panel size of the Practice, Practice anticipates Patient will enjoy little or no wait times for electronic Practice communications and routine exam scheduling, and Practice's healthcare professionals will also have the extended time and availability to provide unhurried visits to support ongoing health guidance and education. Due to the Health Data Communication Plan, Patients will enjoy direct and immediate communication with Practice using an electronic communications portal designed to also achieve HIPAA/privacy compliance.

For Medicare/Medicaid eligible patients, and with respect to any services other than the Services identified above, Practice may deliver services specifically covered by applicable Plan at Patient's request and as medically indicated and consistent with those Plan's reimbursement requirements. Medicare patients may request and receive the Welcome To Medicare Checkup, the Annual Wellness Visit, and chronic care management/CCM services—such services are not part of the private fee Services identified above and not provided for Services Fees. Any services covered by any applicable Patient Plan are not the private fee Services outlined above, and, such additional Plan-covered services can and will be provided by Practice as indicated and billed to the applicable Plan to the extent Practice is in-network with such Plan. Applicable Plan-required co-payments and deductibles will be collected as required by Plan terms. Patient will enjoy communications and visits from Practice's healthcare professionals that are neither hurried nor restricted by Plan coverage/reimbursement requirements. In no event may Patient submit to Medicare or Medicaid any private fee paid for Services and/or Services Fees, as Services are NOT covered or reimbursed by Medicare or Medicaid.