

Synergy Health Network, Inc.

Membership Agreement, Including Consent

This **MEMBERSHIP AGREEMENT, INCLUDING CONSENT** (this “**Agreement**”) is entered into by and between **Synergy Health Network, Inc.**, a Delaware corporation (“**Synergy**”) and You, the individual identified below (the “**Patient**”). This Agreement is effective immediately upon signing (the “**Effective Date**”).

Binding Legal Agreement.

This Agreement is a binding legal agreement between the Patient and Synergy. By signing this Agreement you agree to the terms and conditions of the agreement.

Synergy Service Plans and Models.

Synergy’s Services are delivered primarily through digital means, and some Services are based on a Membership Plan model. Synergy also offers Services to Patients based on fee-for-service and other pay-as-you-go models. Services and Membership Plans are described in this Agreement and in other Synergy materials, including at www.synergyhealthdpc.com.

Synergy Membership Plans.

Membership plans require a minimum term of (3) three months. Fees are charged monthly. Cancellation requests can be processed if submitted in writing to MemberCare@synergyhealthdpc.com and will take effect 30 days after receipt.

Patient cancels Plan in the first three months:	Patient will be charged and must still pay for three months’ Membership Plan fees whether Synergy Services were utilized or not.
Patient cancels Membership Plan after the first three months:	Patient will not be charged Membership Plan fees that would have accrued after the effective date of termination, but will be charged for all amounts that have accrued prior to the effective date of termination.

Minimum Membership Plan Commitment — No Exceptions.

Below is a table that identifies some situations where a waiver/refund cannot be made:

Synergy Product or Service	Basis for Request to Waive Minimum Fees:	Waiver Available?
Membership Plan	<ul style="list-style-type: none">● Appointments Canceled or Rescheduled.● Membership Plan Purchased By Mistake● Membership Plan or Services Not as Expected● Patient changes mind● Patient is not happy● Membership Plan or Services Not as Described.● Membership Plan and/or Services Not Used.● Services did not treat, cure or resolve illness.	No

	<ul style="list-style-type: none"> ● Patient decided the Membership Plan or Services is not what You want after purchase. ● The Services are offered for less from another Provider or vendor. ● Patient decided the Membership Plan or Services are unacceptable or defective after purchase. ● Membership Plan canceled in the first three months. ● Patient do not like and/or you do not agree with the Synergy Provider or what the Synergy Provider recommends. ● Synergy does not accept patient's insurance coverage or HSA/FSA. ● Synergy does not send prescriptions/orders to patient's preferred pharmacy/supplier. 	
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By signing this Agreement, You acknowledge that the minimum Membership Plan fees are equal to three months' of fees, even if the Membership Plan is canceled in the first three months. **NO EXCEPTIONS**

Prepaid Services

Synergy offers health care services pursuant to prepaid, fee-for-service models that do not require a Membership Plan. If you purchase Synergy Services on a fee-for-for service basis **NO REFUNDS WILL BE ISSUED — NO EXCEPTIONS.**

Below is a table that identifies some, but not all, of the situations for which Synergy **WILL NOT** refund amounts paid for Prepaid Services:

Synergy Product or Service	Basis for Request to Waive Minimum Fees:	Waiver Available?
Synergy Prepaid Services	<ul style="list-style-type: none"> ● Appointments Canceled or Rescheduled. ● Purchased By Mistake. ● Services Not as Expected. ● Patient changed their Mind. ● Patient is unhappy. ● Services Not as Described. ● Services Not Used. ● Services did not treat, cure or resolve illness. ● Patient decided the Services are not what the Pateint want after purchase. 	No

	<ul style="list-style-type: none"> ● The Services are offered for less from another Provider. ● Patient decided the Services are unacceptable or defective after purchase. ● Patient does not like and/or does not agree with the Synergy Provider or what the Synergy Provider recommends. ● Synergy does not accept Patient's insurance coverage or HSA/FSA. ● Synergy does not send prescriptions/orders to Patient's preferred pharmacy/supplier 	
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By signing this Agreement, You acknowledge that there are **NO EXCEPTIONS** to Synergy's **NO REFUNDS** policy for Prepaid Services.

Products, Supplies and Supplements.

Patient acknowledges that Synergy reserves the right not to send a prescription or order written on the Patient's behalf to the pharmacy or supplier of Patient's choosing. In such case, Synergy will issue the prescription or order to Patient and the Patient may deliver it to the pharmacy or supplier of your choosing.

Patient may choose to participate in an Autoship subscription for certain Products, Supplies and/or Supplements at the time of purchase so that those Products, Supplies and/or Supplements will be automatically re-sent to Patient on the schedule the Patient designates. If the Patient chooses to participate in Autoship, the Patient acknowledges that Synergy or a third party will thereafter automatically create a new order according to your chosen delivery schedule, until you cancel Autoship in writing to info@synergyhealthdpc.com. Further, the Patient authorizes Synergy or the party fulfilling the new order to charge your payment method on file for each shipment until the Patient cancels. the Patient's autoship subscription will remain in effect until it is canceled via email at info@synergyhealthdpc.com.

Refunds for Products, Supplies and Supplements Available Only in Limited Circumstances.

NO REFUNDS for Products, Supplies or Supplements will be issued except as expressly provided below. Below is a table that identifies the only circumstances under which Synergy will agree to offer a refund. **Synergy will not Offer or Agree or Issue a Refund Except as provided below.**

Synergy Products, Supplies or Supplements	Basis for Refund Request	Refund Available?
Prescription Drugs	<ul style="list-style-type: none"> ● Purchased By Mistake ● Product Not as Expected ● Patient Changes their Mind. 	No

	<ul style="list-style-type: none"> ● Patient is Unhappy. ● Product Not as Described ● Product did not treat, cure re resolve illness ● Patient decided the Product is not what they wanted after purchase. ● The Product is offered for less from another Provider or vendor. ● Patient decided the Product is unacceptable or defective after purchase. ● Patient claims to not have received the Product when carrier records confirm delivery. ● Product arrived late or after you expected. ● Synergy does not accept Patient's insurance coverage or HSA/FSA. ● Synergy does not send prescriptions/orders to your preferred pharmacy/supplier ● Patient's condition no longer exists at time of delivery 	
Prescription Drugs	Carrier Records Confirm Not Delivered	Yes
Ordered Supplies	<ul style="list-style-type: none"> ● Purchased By Mistake ● Supplies Not as Expected ● Patient Changes their Mind. ● Patient is Unhappy. ● Supplies Not as Described ● Supplies did not treat, cure or resolve illness ● Patient decided the Supplies are not what they wanted after purchase. ● The Supplies are offered for less by another Provider or vendor. ● Patient decided the Supplies are unacceptable or defective after purchase. ● Patient claims to not receive the Supplies when carrier records confirm delivery. ● Supplies arrived late or after you expected. ● Synergy does not accept Patient's insurance coverage or HSA/FSA. ● Synergy does not send prescriptions/orders to Patient's preferred pharmacy/supplier. 	No

	<ul style="list-style-type: none"> • Patient's condition no longer exists 	
Ordered Supplies	Carrier Records Confirm Not Delivered	Yes
Supplements and other non-prescription Products	<ul style="list-style-type: none"> • Purchased By Mistake • Supplies Not as Expected • Patient Changes their Mind. • Patient is Unhappy. • Supplies Not as Described • Supplies did not treat, cure or resolve illness • Patient decided the Supplies are not what they wanted after purchase. • The Supplies are offered for less by another Provider or vendor. • Patient decided the Supplies are unacceptable or defective after purchase. • Patient claims to not receive the Supplies when carrier records confirm delivery. • Supplies arrived late or after you expected. • Synergy does not accept Patient's insurance coverage or HSA/FSA. • Synergy does not send prescriptions/orders to Patient's preferred pharmacy/supplier. • Patient's condition no longer exists 	No
Supplements and other non-prescription Products	Carrier Records Confirm Not Delivered	Yes

BY SIGNING THIS AGREEMENT, PATIENT PROMISES AND AGREES TO BE PERSONALLY LIABLE FOR AND TO PAY SYNERGY ALL AMOUNTS DUE TO SYNERGY UNDER THIS AGREEMENT IN THE EVENT THAT SUCH AMOUNTS ARE CHARGEDBACK, REVERSED OR OTHERWISE NOT PAID BY YOUR CREDIT CARD ISSUER OR BANK ("LEGITIMATE UNPAID CHARGES").

PATIENT ACKNOWLEDGES AND AGREES THAT SYNERGY MAY REPORT LEGITIMATE UNPAID CHARGES TO CREDIT BUREAUS, SELL OR TRANSFER LEGITIMATE UNPAID CHARGES TO THIRD PARTIES, INCLUDING COLLECTION AGENCIES, FOR COLLECTION, AND TAKE LEGAL ACTION IN STATE OR FEDERAL COURT TO RECOVER LEGITIMATE UNPAID CHARGES.

1. General Consent to Treat.

You have the right, as a patient, to be informed about your condition and recommended therapeutic or diagnostic procedures to be used so that you may make the decision whether or not to undergo any suggested treatment or procedure after being informed of the risks and benefits involved.

This consent provides Synergy Health Network your permission to perform reasonable and necessary examinations, testing and treatment for You and continues until you revoke it in writing. You have the right at any time to discontinue services.

You have the right to discuss the purpose, benefits and risks of any recommended treatment plan with your Synergy Provider. If you have any concerns regarding any test or treatment recommended by your Synergy Provider, we encourage you to ask questions.

By signing this Agreement, You acknowledge that this statement is Your Informed Consent to Treat, and that You have read and understand this Consent, and voluntarily request a Synergy Health DPC Provider to perform reasonable and necessary examination, testing and treatment for You.

2. Consent to Remote Treatment.

I hereby consent to remote diagnosis, treatment and education by Synergy through the use of synchronous and asynchronous audio and video communications technology commonly known as telehealth or telemedicine technology (collectively, "**Telehealth Technology**"). I acknowledge that diagnosis, treatment and education through the use of Telehealth Technology will involve collecting information, including protected health information, about me and my diagnosis, treatment and education, and that such information will be transmitted, reviewed and stored in compliance with applicable laws. I acknowledge that while Telehealth Technology may improve access to care and treatment outcomes, as with any technology-facilitated diagnosis, treatment and/or education, there are risks and results cannot be guaranteed. The risks associated with Telehealth Technology include, and are not limited to, technical problems and equipment malfunctions that may result in omission, loss or compromise of information necessary for my diagnosis, treatment or education and that such omission, loss or compromise of information may result in my injury or death. I understand it is my responsibility to clearly explain symptoms, medical/surgical history and allergies, and to provide any other information as needed for Synergy's treatment plan.

I acknowledge that diagnosis, treatment and education using Telehealth Technology requires my health information, including protected health information, to be transmitted through audio and video technology and that my health information may be lost, compromised and/or accessed by unauthorized persons during transmission. I understand that I have a right to withhold or withdraw my consent to the use of Telehealth Technology in the course of my care at any time, and that doing so may terminate my treatment by Synergy if alternative communication methodologies are not available.

By signing this Agreement, You acknowledge that this statement is Your Informed Consent to treatment using Telehealth Technology.

3. Waiver and Release for Remote Treatment.

If you choose to receive Synergy Services through remote technology, the following waiver and release applies:

ON BEHALF OF MYSELF AND MY RELATIVES, HEIRS, REPRESENTATIVES AND ASSIGNS I HEREBY WAIVE AND RELEASE ALL CLAIMS THAT I MAY HAVE NOW OR IN THE FUTURE AGAINST SYNERGY AND ANY OF ITS PROVIDERS, EMPLOYEES, AND/OR CONTRACTORS FOR DAMAGE OR LOSS IN CONNECTION WITH THE RISKS INHERENT IN DIAGNOSIS, TREATMENT AND/OR EDUCATION USING TELEHEALTH TECHNOLOGY, INCLUDING, BUT NOT LIMITED TO, TECHNICAL PROBLEMS, EQUIPMENT MALFUNCTIONS, AND OMISSION, LOSS, COMPROMISE OR

UNAUTHORIZED ACCESS TO HEALTH INFORMATION TRANSMITTED THROUGH TELEHEALTH TECHNOLOGY.

I WILL FURTHER INDEMNIFY AND HOLD HARMLESS SYNERGY AND ITS PROVIDERS, EMPLOYEES AND/OR CONTRACTORS FROM AND AGAINST ALL SUCH CLAIMS TO THE EXTENT BROUGHT BY, PURSUED OR EXECUTED BY OR ON BEHALF OF ONE OR MORE THIRD PARTIES.

4. Consent for Experimental Treatment & Informed Consent

You have the right to control your healthcare, and may choose to receive treatment that is experimental in nature and not approved or validated by third parties ("**Experimental Treatment**"). COVID-19 is a virus that is not yet fully understood. Risks of COVID-19 infection are believed to include, but are not believed to be limited to, sickness, injury, and death. To date, the United States Food and Drug Administration has not approved a treatment for COVID-19, and all treatments are therefore experimental.

I hereby consent for Synergy and its licensed providers to attempt to treat my health condition, including COVID-19 infection, or to attempt to reduce the likelihood of COVID-19 infection, using Experimental Treatment. This is also known as **INFORMED CONSENT**. I hereby give Synergy Informed Consent and I understand that it is not possible to predict all possible side effects or complications associated with receiving Experimental Treatment. The anticipated risks and benefits associated with the Experimental Treatment have been explained to me and I understand them. I agree to seek immediate emergency medical care at a Hospital if a condition for which I am receiving Experimental Treatment, including COVID-19, worsens and otherwise upon the recommendation of Synergy.

Synergy Supplements are not intended to diagnose, treat, cure or prevent any disease, including Covid-19. If you are experiencing a medical emergency, dial 911 or visit your closest Emergency Room. There are no guarantees that the treatments and or advice Synergy offers and or administers will prevent or cure COVID-19 or any other illnesses, diseases or syndromes the patient may contract or has contracted. By communicating with our clinical staff you accept the terms of this agreement. By signing this Agreement, You acknowledge that this statement is Your Informed Consent to Experimental Treatment.

5. Waiver and Release Related to Experimental Treatment & Hold Harmless

If you choose to receive Experimental Treatment, the following waiver and release applies:

ON BEHALF OF MYSELF AND MY RELATIVES, HEIRS, REPRESENTATIVES AND ASSIGNS I HEREBY WAIVE, HOLD HARMLESS, AND RELEASE ALL CLAIMS THAT I MAY HAVE NOW OR IN THE FUTURE AGAINST SYNERGY AND ANY OF ITS PROVIDERS, EMPLOYEES, AND/OR CONTRACTORS FOR DAMAGE OR LOSS IN CONNECTION WITH THE RISKS INHERENT IN EXPERIMENTAL TREATMENT, INCLUDING BUT NOT LIMITED TO THOSE FOR PERSONAL INJURY, SICKNESS, PAIN OR DEATH, AS WELL AS PROPERTY DAMAGES AND EXPENSES, OF ANY NATURE WHATSOEVER IN CONNECTION WITH MY PARTICIPATION IN EXPERIMENTAL MEDICATIONS, TREATMENTS, AND CONSULTATIONS PROVIDED BY SYNERGY HEALTH AND/OR ITS PROVIDERS, EMPLOYEES AND/OR CONTRACTORS.

I WILL FURTHER INDEMNIFY AND HOLD HARMLESS SYNERGY AND ITS PROVIDERS, EMPLOYEES AND/OR CONTRACTORS FROM AND AGAINST ALL SUCH CLAIMS TO THE EXTENT BROUGHT BY, PURSUED OR EXECUTED BY OR ON BEHALF OF ONE OR MORE THIRD PARTIES.

6. **Acknowledgement of Receipt of HIPAA Notice of Privacy Practices and Consent to Communications by Text Messaging.**

I acknowledge that I have received a copy of Synergy's Notice of Privacy Practices. The Notice of Privacy Practices provides information about how Synergy may use or disclose my health information. I consent to Synergy communicating with me by phone, email and/or text messaging to manage appointments. I acknowledge that messaging and data rates may apply. I may opt-out of such communications from Synergy at any time upon request in writing.

7. **Medical Emergencies.**

Synergy does not offer emergency medical care. In the event of a medical emergency, You acknowledge that You will call 911 or go to the nearest emergency room.

8. **Synergy Supplements.**

Synergy Supplements are for use as a dietary supplement and are not intended to diagnose, treat, cure or prevent any disease.

9. **Responsibility for Charges.**

By signing this Agreement, You agree to be responsible for Synergy Membership Plan fees and for charges incurred for other Synergy Products and Services that are not covered by Your Membership Plan.

10. **Billing.**

You acknowledge and agreement that Your Synergy Membership Plan fee is due monthly based on the effective date of Your Membership Plan for the following month. Synergy will charge \$20 for late payments and returned payments.

11. **Payment Authorization.**

You hereby authorize Synergy to charge to the credit card or bank account (collectively, the "**Payment Method**") for Synergy Membership Plan fees and any fees for Synergy Products, including pharmaceuticals, supplies and supplements, together with any applicable taxes and You acknowledge that you are authorized to make charges to this account.

You agree that this authorization to charge your Payment Method will remain in effect until you cancel your Membership Plan.

In the case of a Synergy fee charge rejected for insufficient funds, Synergy may at its discretion attempt to process the charge again at any time within 30 days.

12. **Non-Participation in Insurance, Medicare.**

You acknowledge that neither Synergy nor its Providers participate in any health insurance network or government reimbursement program, including Medicare. This includes Medicare Advantage, Medicare Flex Plans, Medicare + Choice Plans, certain gap coverage plans, and recipients of benefits under Qualified Medicare Beneficiary Programs.

You acknowledge that neither Synergy nor its Providers will bill a health insurer or a government reimbursement program for Membership Plans, Prepaid Services, Products, Supplies or Supplements purchased from Synergy. You may submit a claim for reimburse for Synergy Membership Plans, Prepaid Services, Products, Supplies or Supplements purchased from Synergy to your insurer or benefits program. Such claim may be denied if Synergy Membership Plans, Prepaid Services, Products, Supplies or Supplements are not covered by your insurer or benefits program.

Synergy Membership Plans, Prepaid Services, Products, Supplies and/or Supplements may or may not be eligible for payment or reimbursement from your HSA or Healthcare FSA.

Synergy Providers have not been excluded from the Medicare reimbursement program, but have chosen not to participate in Medicare and will not accept assignment of Medicare reimbursement for Membership Plans, Prepaid Services, Products, Supplies and/or Supplements, even if covered by Medicare. As a result, if You are eligible for Medicare, Synergy may charge up to the limiting charge allowed by law (usually 5-15% more than Medicare participating providers) for Membership Plans, Prepaid Services, Products, Supplies and/or Supplements. You acknowledge that because neither Synergy nor Synergy Providers will accept assignment of your Medicare claim, You are required to pay the entire charge for Synergy Membership Plans, Prepaid Services, Products, Supplies and Supplements up front, and may or may not be able to obtain Medicare reimbursement for a portion of those charges after You file a claim with Medicare.

13. Synergy Membership Plans are Not Health Insurance or Medical Coverage.

Your Synergy Membership Plan is a primary care services plan, sometimes referred to as a concierge medical service plan or a primary care retainer plan. Your Synergy Membership Plan is not an insurance plan or policy, and is not a substitute for health insurance or other health plan coverage (such as membership in an HMO or other health benefit plan). Because Your Synergy Membership Plan is not an insurance plan, it does not meet any individual health benefit plan mandate that may be required by federal law and will not cover health care services offered by Synergy, including surgery, hospitalization, major injury treatment or specialist care. Synergy Membership Plans do not cover any product or service furnished by any other provider.

By signing this Agreement, You acknowledge that Your Synergy Membership Plan is not insurance and will cover only products and services furnished by Synergy. Further, You have been that you should obtain or keep in full force such health insurance policy(ies) or health benefit plans that will cover the cost of health care services provided by other providers.

14. Severability.

If a court of competent jurisdiction finds any provision of this Agreement unenforceable or invalid for any reason, that provision will be modified so that it complies with applicable law in its modified form and the remainder of this Agreement will remain unaffected.

15. Counterparts, Electronic Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. This Agreement may be accepted, executed or agreed to through the use of an electronic signature, with such electronic signatures having the same legal effect as original signatures. A signed copy of this Agreement recorded electronically, or delivered by scan, facsimile, e-mail, or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

16. **Acceptance Signatures.**

By signing below, You represent that You fully understand and freely agree to accept the rights and obligations under this Agreement and that You have had the opportunity to ask questions and have those questions answered.

17. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY YOUR USE OF THE SERVICES IS AT YOUR OWN RISK.**

THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHER VIOLATION OF RIGHTS. WE DO NOT WARRANT THE ADEQUACY, CURRENCY, ACCURACY, LIKELY RESULTS, OR COMPLETENESS OF THE SERVICES OR ANY THIRD-PARTY SITES LINKED TO OR FROM THE SERVICES, OR THAT THE FUNCTIONS PROVIDED WILL BE UNINTERRUPTED, VIRUS-FREE, OR ERROR-FREE. WE EXPRESSLY DISCLAIM ANY LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT INCLUDED IN THE SERVICES OR ANY THIRD-PARTY SITES LINKED TO OR FROM THE SERVICES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

18. **INDEMNIFICATION.**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US AND OUR PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS AND OUR AND THEIR DIRECTORS, OFFICERS, AFFILIATES, SUBCONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS FOR LOSS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), RELATED TO OR ASSOCIATED WITH YOUR USE OF THE SERVICES AND ANY ALLEGED VIOLATION BY YOU OF THESE TERMS. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE OF ANY CLAIM FOR WHICH WE ARE ENTITLED TO INDEMNIFICATION UNDER THIS SECTION. IN SUCH EVENT, YOU SHALL PROVIDE US WITH SUCH COOPERATION AS WE REASONABLY REQUEST

19. **Entire Agreement; Modification.**

This Agreement contains the entire understanding of the parties relating to the subject matter, and shall not be altered, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives.

20. **Waiver of Trial By Jury.**

To the maximum extent permitted by applicable law I, knowingly and voluntarily hereby waive any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future.

21. **Miscellaneous.**

I certify that I have read this document and that I understand and agree to all of the foregoing information, terms, and conditions.