

TERMS AND CONDITIONS

1. Provision of Personalized Healthcare Services – Program Sponsor agrees to provide for Participant the Personalized Services listed on Schedule A, attached to this Agreement and incorporated into this Agreement by this reference. Participant acknowledges that (i) the Personalized Services are non-clinical in nature and are not reimbursable by any governmental healthcare program or other third-party payor, and (ii) Participant will not seek to be reimbursed for the Personalized Services provided by Program Sponsor by any governmental healthcare program or other third-party payor.

2. Designated Physician – Program Sponsor agrees that Daniel Gaitan, M.D. (“Physician”) shall be the physician primarily responsible for providing or overseeing the provision of Personalized Services for Participant. Physician is duly licensed to practice medicine in the State of Missouri, Board Certified in the specialty of internal medicine and Board Certified in the subspecialties of endocrinology, diabetes and metabolism. In addition to his provision of Personalized Services through Program Sponsor, Physician is an employee of Daniel Gaitan Healthcare, Inc. (“DGHI”) through which he provides professional medical services in the specialty of internal medicine and in the subspecialties of endocrinology, diabetes and metabolism (collectively, “Clinical Services”).

3. Back-Up Physicians - Participant understands that Physician may be unavailable from time-to-time and that during such times of unavailability Program Sponsor will designate another physician who is duly licensed to practice medicine in the State of Missouri and Board Certified in the specialty of internal medicine to provide or oversee the provision of Personalized Services for Participant (“Back-Up Physician”).

4. Prerequisites for Receiving Personalized Services – In order to receive Personalized Services from Physician through Program Sponsor, a Participant must first meet the following prerequisites: (a) the Participant must be a current patient of Physician who receives Clinical Services from Physician through DGHI; (b) the Participant must be covered by a governmental healthcare program or other third-party payor in which Physician is a participating provider (the “Third-Party Payor”) to provide reimbursement to Physician for the Clinical Services Physician provides for Participant through DGHI; and (c) the Participant must agree to be financially responsible for co-payments, co-insurance, deductibles, non-covered services and other amounts for which Physician or DGHI is required or permitted to charge the Participant by the Third-Party Payor for Clinical Services provided to Participant by Physician through DGHI. All co-payments for Clinical Services provided by Physician through DGHI are due and to be collected at time of service. These fees cannot be waived, per DGHI’s contractual agreement with your Third-Party Payor. Claims for Clinical Services provided by Physician through DGHI are submitted by DGHI to primary, as well as secondary and tertiary Third-Party Payors, if applicable, for each visit. Participants will receive a monthly statement from DGHI for balances deemed “participant responsibility” by their Third-Party Payor and are expected to be remitted within thirty (30) days of receipt.

5. Term - The term of a Participant’s participation in the Program will be twelve (12) months commencing on the Commencement Date (the “Initial Term”). A Participant’s participation in the Program will automatically continue for an additional twelve (12) month term (each a “Renewal Term”) at the end of the Initial Term and at the end of each Renewal Term thereafter, unless (a) the Participant fails to pay the Annual Participation Fee for the upcoming Term at least thirty (30) days before the end of the Current Term, or (b) the Participant’s participation in the Program has been previously terminated under Section 6 below. If the Participant fails to pay the Annual Participation Fee at least thirty (30) days before the end of the Current Term, the Participant’s participation in the Program shall automatically end at the end of the Current Term, provided that the Program Sponsor may, in its sole and complete discretion, upon the request of the Participant allow the Participant to continue to participate in the Program despite his/her failure to pay the annual Participation Fee at least thirty (30) days before the end of the Current Term on the condition that the Participant pay the full Annual Participation Fee, plus a late payment fee equal to one percent (1%) of the Annual Participation Fee for each month between the end of the Current Term and the month during which the Annual Participation Fee is actually paid by the Participant to the Program Sponsor. Each twelve (12) month period of participation in the Program shall be referred to as a “Term” and the Term then taking place shall be referred to as the “Current Term”.

6. Termination

a. A Participant may terminate his/her participation in the Program at any time by giving thirty (30) days' prior written notice to Program Sponsor. If the Participant elects to terminate his/her participation in the Program during a Term, Participant shall forfeit the full Annual Participation Fee paid by Participant for that Term.

b. Program Sponsor may terminate a Participant's participation in the Program at any time by giving thirty (30) days' prior written notice to Participant. If Program Sponsor elects to terminate a Participant's participation in the Program during a Term, Program Sponsor will refund to Participant a prorata share of the Annual Participation Fee paid by Participant for that Term based on the number of days remaining in that Term.

c. Program Sponsor may terminate a Participant's participation in the Program immediately upon notice to Participant if Participant fails to pay all or any part of the Annual Participation Fee when due.

7. Communications - Participant acknowledges that communications with Program Sponsor, Physician, or Program Sponsor's staff using email, facsimile, and cell phone are not guaranteed to be secure or confidential methods of communication. As such, Participant expressly waives Program Sponsor's, Physician's and Program Sponsor's staffs' obligation to ensure confidentiality with respect to correspondence using such means of communication. Participant acknowledges that all such communications may become a part of his/her medical records. Participant authorized Program Sponsor, Physician and Program Sponsor's staff to communicate with him/her by e-mail regarding his/her "protected health information" or "PHI" (as those terms are defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA")) using the e-mail address Participant provides to Program Sponsor. By providing Program Sponsor with his/her e-mail address, Participant acknowledges that:

a. e-mail is not a secure medium for sending or receiving PHI and, in particular, if Participant sends or receives e-mail through his/her employer's e-mail system, his/her employer may have the right to review it;

b. although Program Sponsor and Physician will make reasonable efforts to keep e-mail communications confidential and secure, neither Program Sponsor nor Physician can assure or guarantee the confidentiality of e-mail communications;

c. in the discretion of Physician, e-mail communications may be made a part of Participant's permanent medical record; and

d. e-mail is not an appropriate means of communication regarding emergency or other time sensitive issues and, in the event of an emergency or a situation that Participant could reasonably expect to develop into an emergency, Participant will call 911 or the nearest Emergency Department and follow the directions of emergency personnel.

If Participant does not receive a response to his/her e-mail message to Program Sponsor or Physician within two (2) days, Participant agrees to use another means of communication to contact Program Sponsor or Physician. Neither Program Sponsor nor Physician will be liable to Participant for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Participant as a result of technical failures, including, but not limited to: (i) technical failures attributable to any internet service provider; (ii) power outages or failure of any electronic messaging software; (iii) failure to properly address e-mail messages; (iv) failure of Program Sponsor's or Physician's computers or computer network, or faulty telephone or cable data transmission; (v) any interception of e-mail communications by a third party; or (vi) Participant's failure to comply with the guidelines regarding use of e-mail communications set forth in this section.

8. Miscellaneous

a. Participant's participation in the Program is governed by and interpreted in accordance with the laws of the State of Missouri, without regard to conflict of laws principles.

b. The Application, including these Terms and Conditions, constitutes the entire agreement between Program Sponsor and Participant regarding Participant's participation in the Program (collectively, the "Agreement") and supersedes all prior proposals, negotiations, representations, communications, writings and agreements between Program Sponsor and Participant with respect to the Program and/or Participant's participation in the Program, whether oral or written. The Agreement may be modified by Program Sponsor upon thirty (30) days' prior written notice to the Participants. If a Participant objects to a proposed modification to the Agreement, he/she may terminate his/her participation in the Program by providing written notice to Program Sponsor before the end of such thirty (30) day period and Program Sponsor will refund to Participant a prorata share of the Participation Fee previously paid by Participant for that Term based on the number of days remaining in that Term.

c. Program Sponsor and Physician are independent contractors of Participant, and this Agreement shall not constitute the formation of a partnership, joint venture, employment, principal/agent or master/servant relationship between Program Sponsor or Physician, on the one hand, and Participant, on the other hand.

d. In the event that any term or provision the Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of the terms and conditions of the Agreement shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

e. The failure of either party to object to or take effective action with respect to any conduct of the other which is in violation of the provisions of the Agreement shall not be constituted as a waiver of that violation or of any future violations of the provisions of the Agreement.

f. Except as otherwise provided herein, the parties hereto shall not assign or transfer their respective rights or obligations under the Agreement, except with the other party's prior written consent.

g. Any notices or other communications required or contemplated under the provisions of the Agreement shall be in writing and delivered in person, evidenced by a signed receipt, or mailed by certified mail, return receipt requested; postage prepaid, to the addresses listed in the Application or to such other persons or addresses as Program Sponsor or Participant may provide by notice to the other. The date of the notice shall be the date of delivery if the notice is personally delivered or the date of mailing if the notice is mailed by certified mail.

h. Any dispute between Participant, Program Sponsor and/or Physician related to or arising from Participant's participation in the Program, including any dispute with respect to the terms of the Agreement, shall be resolved exclusively through binding arbitration in St. Louis County, Missouri, before a neutral arbitrator under the auspices of the American Arbitration Association, in accordance with its then current Expedited Rules and Procedures for Commercial Arbitration. Any award rendered pursuant to such arbitration shall be final and binding upon the parties, and judgment upon the award rendered by the arbitrator may be entered in any court with jurisdiction over the parties. Each party shall bear its own costs and attorneys' fees in connection with such arbitration.

i. In the event that there shall be a change in Missouri or Federal law, regulation or administrative rule, the adoption of new legislation, a judicial or administrative court decision, or a change in any other third party payor reimbursement system, any of which, in the reasonable good faith determination of a party, materially affects, or may materially affect, the legality of this arrangement or adversely affect the ability of such party to perform its obligations or receive the benefits intended hereunder, then, within fifteen (15) days following notice by either party of such event, each party shall negotiate in good faith a substitute to this arrangement which will carry out the original intention of the parties to the extent possible in light of such legislation, regulation or decision. If such notice of new basis is given and if Participant and Program Sponsor are unable within thirty (30) days thereafter to agree upon a new arrangement, the party giving said notice may terminate this arrangement by providing thirty (30) days' notice to the other party, said termination to be effective on the date specified as the effective date of termination in such notice.

j. Except as required by applicable law, neither Program Sponsor nor Physician shall be liable to Participant for any damages or liabilities arising out of or caused by a breach or violation of the Agreement by Program Sponsor, including any damages or liabilities related to or arising out of Physician's provision of Personalized Services for Participant. In the event that, notwithstanding the foregoing, Program Sponsor or Physician is held to be liable to Participant for damages or liabilities arising out of or caused by a breach or violation of the Agreement by Program Sponsor, including any damages or liabilities related to or arising out of Physician's provision of Personalized Services for Participant, Participant acknowledges and agrees that such damages and/or liabilities shall not exceed an amount equal to the annual Participation Fee paid by Participant to Program Sponsor during the Term during which such breach or violation allegedly occurred.

k. Notwithstanding any provision hereof, neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement, deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party.

l. For purposes of the Application and these Terms and Conditions, (i) the Secondary Applicant (if any) is the husband, wife, or significant other of the Primary Applicant, and (ii) a Tertiary Applicant (if any) is a non-married individual dependent of the Primary Applicant who (a) is under the age of 26, and (B) resides in the familial home with the Primary Applicant or is away at college. Once a Participant who is a Tertiary Applicant no longer meets the criteria to be a Tertiary Applicant (as set forth above), he or she must apply to become a Participant in his or her own right as a Primary Applicant.

SCHEDULE A

List of Personalized Services

1. **Digestive Health; Vitamins & Dietary Supplements Counseling.** Under Physician's direction and guidance, Participant will receive advice about digestive health, vitamins and other dietary supplements to incorporate into his/her therapy and daily routine designed to improve his/her health and well-being.
2. **Comprehensive Genetic Counseling.** Participant, at the discretion of Physician, will be advised and counseled regarding preventive genetic therapy. This includes diagnostic and supportive aspects, such as comprehensive discussions and counseling regarding the existence, consequences and nature of genetic conditions, potential disorders and the probability of developing or transmitting it, and the options open in management and family planning.
3. **Program Limits.** Program Sponsor agrees to limit the number of Participants who contract with Program Sponsor to receive Personalized Services from Physician.
4. **Enhanced Appointment Scheduling Options.** Same-day and next-day appointments with Physician or a Back-Up Physician that are medically necessary (in Physician's professional judgment) are covered by Participant's Third-Party Payor and are not Personalized Services. The Participant will be entitled to same-day or next-day appointments with Physician or a Back-Up Physician that are not medically necessary (in Physician's professional judgment) as part of the Personalized Services. Communications for urgent matters during normal business hours should be made by phone call to the office telephone number noted on the Participant's membership card for the Program. Communication for urgent matters after business hours should be placed to the cellular number noted on the Participant's membership card for the Program. Communication for non-urgent matters should be made to Program Sponsor at its office telephone number or e-mail address and will be returned within one (1) business day of receipt and a plan will be made between Program Sponsor and Participant for any further follow-up necessary.
5. **Communication Enhancements.** Participant will be provided with a cellular or office phone number, facsimile or email address for contacting Physician or his designee and detailed instructions on how to contact Physician for non-emergency questions or requests through these means (collectively, the "Communications Enhancements"). Please note that Physician's cellular phone is not text message enabled. As a result, Physician will neither receive nor respond to text messages from a Participant.
6. **Prompt Availability.** Physician's or, when applicable, a Back-Up Physician's urgent and unscheduled availability that is medically necessary is covered by Participant's Third-Party Payor and is not part a Personalized Service. When not medically necessary, arrangements will be made for Physician or, in Physician's absence, a Back-Up Physician, to be available promptly to personally communicate with Participant, at all times to a reasonable extent, through telephone or telephone call enhancements. The response time and the method of communication will be appropriate to the purpose of the communications. **If the matter is possibly life threatening, 911 should be contacted first and then, if possible, call the Program Sponsor .**
7. **Enhanced Appointments.** When medically necessary, extended patient appointments shall be provided in Physician's professional judgment, not as a Personalized Service. When not medically necessary, following each appointment with Physician, additional time will be made available so that Participant can ask questions relating to Personalized Services, discuss health goals and formulate a plan to achieve such goals.
8. **Personal Administrative Assistant.** A representative of Program Sponsor will be dedicated to Participants to assist addressing and coordinating the administrative aspects of the Personalized Services.
9. **Comprehensive Health Planning.** Arrangements will be made for Program Sponsor to provide periodic health planning assessments to Participant (in addition to the annual physical examination that is generally covered by Third-Party Payors) to set Participant health goals and to evaluate progress in achieving those goals. The parameters of this periodic health assessment will include only items that are not covered by Participant's Third-Party Payor. Arrangements will also be made for Physician to be available to coach Participant to address environmental and other obstacles to health improvement and wellbeing.

10. **Office Amenities.** Participants will have access to a semi-private waiting area that includes Participant amenities.