

Ascend Patient Membership Agreement

Ascend Medical Georgia, P.C. ("Ascend") provides its patients professional medical services and offers patients the opportunity to subscribe to its Membership Program which affords members certain enhancements and amenities (the "**Membership Services**").

By clicking "I agree," the undersigned ("You") are enrolling in the Membership Program and entering into the Ascend Patient Membership Agreement on the terms and conditions set forth herein (the "**Membership Agreement**"). This Membership Agreement will become effective on the date of Your acceptance of this Membership Agreement (the "Effective Date").

1. MEMBERSHIP SERVICES. Ascend agrees to provide You certain enhancements and amenities to professional medical services to be rendered by Ascend to You. These enhancement and amenities include:

- a. Same day appointments including virtual appointments and mobile diagnostic services
- b. 24/7 access to a provider for acute care needs
- c. Extended patient appointments that are at least 30 minutes long to focus on your journey
- d. Fully integrated patient portal and apps to facilitate your healthcare services
- e. Customized fitness and wellness recommendations based on your specific needs

Upon prior written notice, Ascend may add or modify the Membership Services, as reasonably necessary, and subject to such additional fees and/or terms and conditions as may be reasonably necessary.

2. MEMBERSHIP FEE. Ascend charges a Membership Fee for access to the Membership Services. Certain members may have access to the Membership Services through their employers, professional affiliations, or other organizations, and as a result, the Membership Fee will not apply to such members. If You are registering for the Membership Services as an individual and do not have access through Your employer or other organization, You agree to and shall pay the Membership Fee as provided in this Membership Agreement. The Membership Fee Schedule is available at [Ascend Medical Membership](#). You can elect whether to pay the Membership Fee on an annual or monthly basis.

IF YOUR ACCOUNT IS SUBJECT TO THE MEMBERSHIP FEE, YOU AUTHORIZE US TO CHARGE YOUR CHOSEN PAYMENT METHOD THE MEMBERSHIP FEE AT THE TIME OF INITIAL PAYMENT AND EACH RENEWAL, UNTIL YOU CANCEL. YOU MUST CANCEL YOUR MEMBERSHIP WITH A 60 DAY NOTICE . YOU CAN CANCEL YOUR MEMBERSHIP BY LOGGING INTO YOUR ASCEND MEDICAL ACCOUNT AND SELECT CANCEL MEMBERSHIP OR CONTACTING US AT ADMIN@ASCENDMEDICAL.COM.

The Membership Services and Membership Fee are not covered services under any insurance contract to which You may be a party and are not reimbursable by Your insurer, health plan or any governmental entity, including Medicare. You agree to bear sole financial responsibility for the Membership Fee and agree not to submit to Your insurer, health plan or governmental entity any bill, invoice or claim for payment or reimbursement of such Membership Fee.

PAYMENT OF THE MEMBERSHIP FEE IS NOT A REQUIREMENT TO RECEIVE MEDICAL SERVICES AT ASCEND MEDICAL.

3. RENEWALS AND TERMINATION. The Membership Fee covers a period of one (1) year or one (1) month, depending on the option that You select during registration (the "Membership Period"). You or Ascend may terminate this Membership Agreement at any time upon prior written notice. Unless previously terminated by either party, at the expiration of the Membership Period (and each succeeding Membership Period), the Membership Agreement will automatically renew for successive annual or monthly membership periods upon the payment of the applicable Membership Fee at the end of the then current Membership Period. If the Membership Fee for the subsequent Membership Period is not paid, then this Membership Agreement will automatically terminate.

4. EFFECT OF TERMINATION. If You terminate this Membership Agreement, Your membership will remain active for 60 days in which the termination occurred. Upon termination of this Membership Agreement, You will cease receiving the Membership Services but You may still continue to receive medical care from Ascend. If You elected to pay the annual Membership Fee and this Membership Agreement terminates prior to the end of the annual Membership Period, then Ascend shall refund Your prorated share of the Membership Fee based on the number of full months remaining in the annual Membership Period following the effective date of the termination. If You elected to pay the monthly Membership Fee the cancellation notice will go into effect 60 days after the notice is received, You will not be entitled to a refund.

5. INSURANCE OR OTHER MEDICAL COVERAGE. You acknowledge that this Membership Agreement is not a contract that provides health insurance, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that You may carry.

6. MEDICAL CARE SERVICES EXCLUDED FROM ANNUAL FEE. The Membership Fee specified herein covers only the defined "Membership Services" described in Section 1. The Membership Fee does not affect the co-payments, co-insurance or deductibles that You are required to pay pursuant to the terms of Your insurance coverage. Except for Your Membership Services, You and/or Your insurer, as the case may be, will be financially responsible for paying for all healthcare and medical care services received by You from Ascend. Ascend will bill You and/or Your insurer, as the case may be, for those healthcare or medical services provided to You.

7. MEDICARE ELIGIBLE PATIENTS. Ascend does not participate in Medicare. If You are eligible for Medicare, or during the term of this Membership Agreement become eligible for Medicare, then You will sign the agreement attached as Exhibit 1 prior to receiving treatment and incorporated by reference. This agreement in Exhibit 1 acknowledges Your understanding that Ascend does not participate as a Medicare provider, and as a result, Ascend Medical cannot bill Medicare directly for any services performed for You by Ascend.

8. E-MAIL COMMUNICATIONS; PRIVACY. If You wish to send secure e-mail communications to, and receive secure e-mail responses from, Ascend's providers and staff, You should utilize the secure messaging provided through the Ascend Patient Portal. You should be aware that unlike the secure messaging provided through the Ascend Patient Portal, traditional e-mail is not a secure medium for sending or receiving potentially sensitive personal health information. You acknowledge and understand that, at the discretion of Your Ascend provider, Your e-mail may become part of Your medical record.

You also acknowledge and understand that sending messages through the Ascend Patient Portal or e-mail in any form is not a good medium for urgent or time-sensitive communications. If You do not receive a response to a Patient Portal message or e-mail message within one day, You agree to use another means of communication to contact Ascend. **In the event of an emergency, or a situation which could reasonably be expected to develop into an emergency, You must call 911 or go to the nearest Emergency room, and follow the directions of emergency personnel.**

9. INDEPENDENT MEDICAL JUDGMENT. Ascend's providers retain full and free discretion to, and shall, exercise their professional medical judgment on behalf of You with respect to medical services rendered to You, and nothing in this Membership Agreement shall be deemed or construed to influence, limit or affect a provider's independent medical judgment with respect to Ascend's provision of medical services to You and Your medical treatment.

10. NO LIABILITY. Except as required by applicable law, neither Ascend nor any of Ascend's agents, consultants or representatives shall be liable to You for any damages or liability arising out of or related to the Membership Agreement. In any event, each parties' liability under the Agreement, shall be limited to an amount that is equal to the aggregate Membership Fees paid by You during the twelve-month period preceding the date on which the claim arises. In no event will any party be liable for any indirect, consequential, special or punitive damages of any kind, whether arising in contract, tort, strict liability or otherwise, to the full extent permitted by the applicable law arising out of or related to the Membership Agreement.

11. WAIVER. The failure of a party to insist upon strict adherence to or performance of any term of the Agreement on any occasion will not be considered a waiver of the right to require adherence on any other occasion or regarding any other matter.

12. SEVERABILITY. If any provision of the Membership Agreement is declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of the Membership Agreement will remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

13. ASSIGNMENT. You may not assign the Membership Agreement. Ascend shall have the right to assign this Agreement in accordance with the terms and conditions set forth in the Agreement.

14. ENTIRE AGREEMENT; AMENDMENT. The Membership Agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings between the Parties regarding the subject matter hereof. The Membership Agreement may only be amended by a written agreement signed by the Parties.

15. NOTICES. Any communication required or permitted to be sent under this Membership Agreement shall be in writing and sent via U.S. mail to You at the address You registered with Ascend or to Ascend at admin@ascendmedical.com. Any change in address shall be communicated in accordance with the provisions of this section.

16. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia.

Exhibit 1

ASCEND Advance Beneficiary Notice of Non-coverage

Ascend is not a participating Medicare provider, treatment identified below will be provided outside of Medicare coverage and you will be required to pay for all services documented with the option to submit a claim for reimbursement directly to Medicare.

WHAT YOU NEED TO DO NOW:

- Read this notice, so you can make an informed decision about your care.
- Ask us any questions that you may have after you finish reading.
- Choose an option below about whether to receive the services listed above.
Note: If you choose Option 1 or 2, we may help you to use any other insurance that you might have, but Medicare cannot require us to do this.

OPTIONS: Check only one box. We cannot choose a box for you.	
<input type="checkbox"/>	OPTION 1. I am choosing to have Ascend Medical provide my treatment and will pay for the treatment rendered. Please provide an CMS1490s-english.pdf form and an itemized statement so that I can bill Medicare for an official decision on payment, which is sent to me on a Medicare Summary Notice (MSN).
<input type="checkbox"/>	OPTION 2. I am choosing to have Ascend Medical provide my treatment and will not bill Medicare. I am responsible for payment.

Additional Information:

This notice gives our opinion, not an official Medicare decision. If you have other questions on this notice or Medicare billing, call **1-800-MEDICARE** (1-800-633-4227/TTY: 1-877-486-2048).

Signing below means that you have received and understand this notice. You also receive a copy.

I. Signature:	J. Date:
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