

## APPLECARE ADVANTAGE PROGRAM MEMBERSHIP AGREEMENT

This AppleCare Advantage Program Membership Agreement (this “Agreement”) specifies the terms and conditions under which you, the undersigned Participating Member (“Participating Member”) will participate in the AppleCare Advantage Program (the “Program”). This Agreement will become effective upon the date of your signature on this Agreement and approval of your participation in the Program by **APPLECARE, LLC** (“AppleCare”).

1. **Preliminary Statement**. The Program is designed to allow AppleCare patients, by paying a membership fee (the “Membership Fee”); to receive certain designated health care services at a capped price of \$25.00 per routine office visit (“Routine Office Visit”). In addition, Participating Members will receive an annual physical and have access to a wide variety of monthly health and wellness education information, provided electronically or by mail, along with personal onsite education, determined from time to time by AppleCare (collectively “Wellness Education”), and may receive discount cards (“Discount Cards”) which may be used to purchase prescriptions, glasses, contact lenses, and other health services at discounted prices (collectively the “Program Benefits”).

2. **Program Eligibility**. By signing this Agreement, you certify that you currently meet the eligibility standards for participating in the Program.

IF, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, YOU BECOME AWARE OF ANY INFORMATION WHICH CHANGES YOUR ELIGIBILITY TO PARTICIPATE IN THE PROGRAM YOU MUST IMMEDIATELY ADVISE APPLECARE IN WRITING OF SUCH INFORMATION.

3. **Membership Fee**. Each Participating Member, in consideration for obtaining access to the Program, will pay AppleCare a Membership Fee of \$ 39.00 per month or a single annual payment of \$399. For families with more than 4 members, the Membership Fee will be capped at \$156 per month or a single annual payment of \$1,500. The Membership Fee entitles the member to an annual physical (age and gender specific). This physical can be scheduled immediately for annual payers and after six months of membership for monthly payers. Such Membership Fee shall be due and payable to AppleCare in advance on the tenth (10th) day of the month for which membership is active. In addition to the Membership Fee, there is a one-time, \$9.95 per person enrollment fee. This enrollment fee is capped at \$39.80 for families with more than 4 members.

Unless otherwise approved in writing by AppleCare, the Membership Fee shall be paid through payroll deductions or electronic funds transfer (“EFT”) from the checking account, debit or credit card designated by the Participating Member. In such case, the Participating Member shall sign and deliver such additional documents as may be necessary to establish and maintain the payment of the Membership Fees through payroll deductions or EFT. The Participating Member shall be responsible for updating the credit/debit card or account information with AppleCare in a timely manner. AppleCare will assess a service charge of \$30 for declined EFT payments and a service charge of \$30 for returned checks.

AppleCare may also assess a late fee of \$30 for all payments received more than five (5) days past the due date. In addition to the right to terminate, as described in Paragraph 8 of this Agreement, AppleCare reserves the right to suspend Program privileges for any Participating Member who fails to pay the Membership Fee in a timely manner. AppleCare further reserves the right to refer any delinquent account to a third party collection agency, and you agree to pay for all costs incurred in collecting on any past due amounts, including without limitation all administrative costs and attorney's fees.

4. **Program Health Care Services.** The Program's Membership Fee allows you to obtain those "Included Program Health Care Services" set forth on Exhibit "A" attached hereto and made a part hereof (the "Included Program Health Care Services"), for a capped (fixed) fee of \$25.00 per routine office visit (the "Fixed Fee"). Exhibit "D" attached hereto and made a part hereof provides an example of how this pricing works. Exhibit "C" sets out a list of health care services excluded from the Program (the "Excluded Health Care Services"); this means that, with regard to the Excluded Health Care Services, you can obtain those services at the retail, fee-for-service AppleCare rates charged to patients as they are **not included** in the \$25.00 fixed fee for routine office visits. The Program does not cover any health care services provided outside an AppleCare clinic. Members will be billed directly by those providers and subject to fee-for-service pricing as determined by those providers.

5. **Discounted Health Care Services.** Although Excluded Health Care Services are not a part of the Program, some Excluded Health Care Services may be obtained from AppleCare at a discount (the "Discounted Health Care Services"). Exhibit "B" includes a list of Discounted Health Care Services.

6. **Payment for Program Health Care Services.** The Participating Member is required to pay the Fixed Fee and any discounted services at the time of each office visit, in order to obtain the Program Health Care Services. Any services not paid for when rendered will be billed at AppleCare's standard charge. Payment for Excluded Services shall be outside of this Agreement and shall be available on a retail fee-for-service basis under the normal AppleCare payment policies and procedures, including any specific co-payments or deductible payments. AppleCare Advantage Program members with account balances over 30 days old will not be entitled to AppleCare Advantage Program discounts.

7. **Routine Office Visit.** A routine office visit is defined as a visit for a single diagnosis. In cases where a Member is treated for multiple diagnoses in the course of one visit, a \$25 charge will apply for each diagnosis treated. Exhibit "D" provides an example of the charges related to multiple diagnoses treated in a single visit.

8. **Not Insurance.** THE APPLECARE ADVANTAGE PROGRAM IS DESIGNED TO ALLOW PARTICIPATING MEMBERS TO OBTAIN THE PROGRAM BENEFITS PROVIDED BY APPLECARE. IT DOES NOT INVOLVE INSURANCE OR EVIDENCE OF INSURANCE COVERAGE. IN ADDITION, APPLECARE MAKES NO REPRESENTATION OR STATEMENT THAT

PURPORTS TO OFFER OR PROVIDE DISCOUNTS OR ACCESS TO DISCOUNTS ON PURCHASES OF HEALTH CARE SERVICES FROM PROVIDERS OTHER THAN APPLE CARE, EXCEPT FOR THE PROVISION OF DISCOUNT CARDS

9. **Term and Termination.** The initial term of this Agreement is for one (1) year (the “Initial Term”). Unless otherwise terminated, as described below, this Agreement shall automatically renew for additional one-year terms (each a “Renewal Term”) (the Initial and each Renewal Term are collectively referred to herein as the “Term”). AppleCare reserves the right to increase the amount of the Membership Fee or the Fixed Fee for any renewal Term, by providing written notice of such increase at least 120 days prior to the first day of such renewal Term.

Either the Participating Member or AppleCare may terminate this Agreement at any time upon the provision of ninety (90) days prior written notice. Any member wishing to re-enroll within six (6) months of terminating their membership will be subject to a \$125 re-enrollment fee. Notwithstanding anything above to the contrary, AppleCare may terminate this Agreement immediately, upon written notice to the Participating Member, in the event that (i) the Participating Member fails to pay the Membership Fee within five (5) days following the monthly due date, described in Paragraph 2 of this Agreement, (ii) the Participating Member is no longer eligible for the Program, or (iii) the health and medical needs of the Participating Member are beyond the scope of services that AppleCare can safely provide. This Agreement will terminate automatically upon the death of the Participating Member.

AppleCare, LLC reserves the right to deny Membership if it is determined by AppleCare, at its sole discretion, that a person’s health and medical needs are beyond the scope of services that AppleCare can safely provide.

If you or AppleCare terminate this Agreement for any reason, effective other than as of the end of a month, you will be entitled to a prorated refund of the last month’s Membership Fee. If the Membership Fee was paid with a single annual payment and you have received an annual physical (as allowed with your Membership, you may not be eligible for a refund of any portion of your annual payment.

10. **Entire Agreement.** You and AppleCare agree to the terms of this Agreement, all of which are expressed herein. There are no promises or representations except as set for herein. This Agreement may not be amended, other than in a writing signed by you and by AppleCare. Membership in the Program is not transferable by the Participating Member.

11. **Notices.** Any communication required or permitted to be sent under this Agreement shall be in writing and shall be sent via facsimile or electronic mail or certified mail, return receipt requested, to the addresses appearing below the signature lines for the parties to this Agreement.

12. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Venue for any legal proceeding brought with regard to this Agreement shall be in Glynn County, Georgia.

13. **Arbitration.** If a dispute, controversy or claim between the parties hereto arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation under American Arbitration Association (“AAA”) Commercial Mediation rules before resorting to arbitration. If any dispute, controversy or claim arising out of or related to this Agreement, or the breach thereof, cannot be resolved through good faith mediation within 30 days of selection of the mediator, the parties agree that either party may submit the dispute to final and binding arbitration under AAA Commercial Arbitration Rules before a single arbitrator, whether selected through AAA or otherwise. Any dispute as to the arbitrability of an issue shall be determined by the arbitrator. The arbitrator shall have no authority to award punitive damages or other damages not measured by the prevailing party’s actual damages and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall occur in Glynn County, Georgia or elsewhere within the State of Georgia, as may be mutually agreed upon by the parties.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, as of the Effective Date described in the first paragraph of this Agreement.

**PARTICIPATING MEMBER:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(E-mail Address)

The above Patient is hereby accepted for participation in the AppleCare Advantage Program.

**APPLECARE:**

**[CORPORATE NAME]**

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(E-mail Address)

## **EXHIBIT “A”**

### **PROGRAM HEALTH CARE SERVICES**

Program Health Care Services include but are not limited to the following:

- Evaluation and outpatient management of minor medical problems, such as: Coughs
- Colds
- Flu
- Sprains
- Strains
- Bruises
- Repair minor lacerations (stitches)
- Minor fracture care
- Earaches
- School and athletic physicals
- Sore throats
- High blood pressure
- Indigestion
- Rashes
- Arthritis
- Diarrhea
- Back pain
- Other similar minor medical problems, as determined by AppleCare in its sole discretion

**The cost of these Program Health Care Services will be capped at the applicable Fixed Fee rate described in Paragraph 4 of this Agreement.**

**AppleCare reserves the right to change this list with 60 day notice to AppleCare Advantage members.**

**“EXHIBIT “B”**

**DISCOUNTED HEALTH CARE SERVICES**

Discounted Health Care Services include the following:

- Electrocardiograms (EKGs) - \$40.00
- X-Rays – Discounted 50%
- “Top 20” lab tests - \$12.00 per test:
  - CBC
  - Lipid Panel
  - LFT
  - Urinalysis
  - Cholesterol
  - Vitamin B12
  - Folate
  - Glucose
  - GGT
  - Hemoglobin A1C
  - Iron
  - PSA (Total)
  - T-4 (Total)
  - T-4 (Free)
  - TSH
  - Uric Acid
  - CBC
  - SED Rate
  - Mono
  - H. Pylori IgG
  -
- Strep tests - \$40.00
- Other similar ancillary services, as determined by AppleCare in its sole discretion

**The cost of these Discounted Health Care Services is not included in the Fixed Fee, but may be obtained at the then-current AppleCare discounted rates applicable to such ancillary services.**

**AppleCare reserves the right to change this list, discounted price and discount percentage with 60 days notice to AppleCare Advantage members.**

## **EXHIBIT “C”**

### **EXCLUDED HEALTH CARE SERVICES**

Excluded Health Care Services include but are not limited to the following:

- Major surgery
- Procedures involving general or regional anesthesia
- Computed tomography (CT) scans
- MRI scans
- Echocardiograms
- Cardiac stress tests
- Electroencephalograms
- Urine drug screens
- DOT physicals
- Other similar major procedures or tests, as determined by AppleCare in its sole discretion

**The cost of these Excluded Health Care Services shall be outside of the Program and shall be available on a retail, fee-for-service basis under the normal AppleCare payment policies and procedures, including any applicable co-payments or deductible payments.**

**EXHIBIT “D”**

**EXAMPLE OF PROGRAM PRICING (THREE MONTHS)**

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
<b><u>Monthly Fees:</u></b>		
January 1	Monthly Fee	\$39.00
February 1	Monthly Fee	\$39.00
March 1	Monthly Fee	\$39.00
<b><u>Services Provided:</u></b>		
February 17	Office Visit – treatment for sprained ankle (Fixed Fee for Program Health Care Services)	\$25.00
	X-Ray of ankle (Discounted Health Care Services)	\$46.50
March 7	Office Visit – treatment for flu (Fixed Fee for Program Health Care Services)	\$25.00
March 17	Office Visit – stitches for lacerated lip (Fixed Fee for Program Health Care Services)	\$25.00
	Additional treatment for hypertension	\$25.00
March 27	Office Visit – treatment for sore throat (Fixed Fee for Program Health Care Services)	\$25.00
	Strep test (Discounted Health Care Services)	\$40.00
<b>Three Months Summary (Four Office Visits):</b>		
	Monthly Fees	\$117.00
	Fixed Fees (five treatments)	\$125.00
	Discounted Fees	\$ 86.50