

MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") specifies the terms and conditions between Sesi Signature Inc., a California professional corporation ("Practice"), located at 2082 Michelson Drive, Irvine, California 92612 United States and _____, (hereinafter "Member" or "Patient"), under which the Member may-participate in Practice's Membership Program, effective as of the date set forth at the end of this Agreement. This Agreement specifies the terms of the Membership Program and supplements the standard patient intake forms, which govern authorization for treatment and release of health information.

I. MEMBERSHIP PLAN BENEFITS

Enhanced Access & Coordination

1. **TeleConvenient Visits** – Up to **three (3)** scheduled telehealth visits per calendar month with the Concierge Provider for non-emergent issues and follow-ups permissible under applicable law and licensing. Unused visits do not roll over. Additional visits may be available for a separate fee.
2. **24/7 Access** – Member has full access to contact the Concierge Provider **24 hours a day, 7 days a week** via the Practice's approved channels (e.g., secure portal, phone, or text). The Concierge Provider will use reasonable efforts to **respond within 24 hours**. Response times may vary based on clinical urgency, volume, and provider availability.
3. **Weight Loss & Wellness Programs** – If Member enrolls in an eligible **weight loss and/or wellness program**, reasonable **follow-up appointments** related to that program are included and do **not** count against the three TeleConvenient visits per month, unless otherwise specified in program materials.
4. **Care Coordination:** The Practice will assist in coordinating care with specialists and managing medical needs while members are traveling.

Each Member acknowledges that the amenities offered to Members are not covered by insurance plans and are not reimbursed by the Members' insurance and/or other health plans (including Medicare). Members also acknowledge that they desire to contract and pay for these additional benefits only available to Members.

II. TERM/RENEWAL/MEMBERSHIP FEE

Each Member shall pay a membership fee (the "Membership Fee") to Practice for the term in the appropriate amount. The total annual Membership Fee for all Members party to this Agreement is: (Select below)

\$150/month for Concierge Monthly Membership. _____

\$250/month Weight Loss Monthly Membership: _____

\$350/month Complete Wellness Monthly Membership _____

The annual Membership Fee covers a period for 3 months with ability to cancel after 3 months from the date the Member signs this Agreement and the membership will be automatically renewed by Practice as a charge upon the credit card on file with the Practice. While Membership is being contracted for and guaranteed now, the effective starting date of the Membership will be _____.

Member's failure to pay the annual Membership Fee within thirty (30) days of the anniversary of the expiration date will result in automatic termination of the membership and lost benefits associated with the Program. Practice may increase the annual Membership Fee at its sole discretion after notice to the Members.

III. TERMINATION OF MEMBERSHIP

A Member shall have the ability to terminate his/her membership at any time. However, a Member shall only be entitled to a refund in the following circumstances: (i) termination results from the inability of Practice to continue to make its services available to the Member; (ii) termination is effected under Section VIII ("Change of Law/Governing Law") below as a result of a change in laws or interpretation thereof; or iii) either Party elects to terminate this Agreement by providing thirty (30) days' notice to the other Party. In any such event, the terminated Member will be entitled to a refund of a prorated portion of the Membership Fee paid by the Member for the term. Practice has the right not to accept this Agreement and to return a potential Member's payment within fifteen (15) days of submission.

Practice also reserves the right to cancel any Membership for cause, including: non-payment; any issues regarding repeated non-compliance with medical care policies; any threats to staff, physicians or other patients (verbal or physical) or to Practice's property.

IV. EXCLUDED MEDICAL SERVICES

The annual membership fee covers only the services listed in the Membership Plan Benefits section. The fee does **not** include, and Member(s) will be financially responsible for, the following:

- **Cost of Laboratory and Imaging Tests:** The actual costs charged by outside entities for any labs, X-rays, or other diagnostic tests are the Member's responsibility. This includes conventional blood work.
- **Prescription Medications:** The cost of any prescription medications.
- **Services from Other Providers:** All services from other physicians, specialists, hospitals, or healthcare facilities, including emergency room visits, hospitalizations, and surgeries.

V. INDEPENDENT MEDICAL JUDGMENT

Practice's physicians shall retain full discretion to exercise his professional medical judgment on behalf of each Member. Nothing in this Agreement shall be deemed or construed to influence or affect his independent medical judgment on behalf of a Member.

VI. E-MAIL COMMUNICATIONS

A. The Member authorizes Practice to communicate via e-mail and/or through a secure patient portal. Member understands that for sharing detailed lab results, health plans, and other Protected Health Information (PHI), the secure patient portal is the preferred method of communication over standard e-mail. All acknowledgments regarding the risks of electronic communication apply to both e-mail and portal messaging

A. The Member acknowledges and agrees that:

1. E-mail is not a secure medium for sending or receiving PHI and, in particular, if Member sends or receives e-mail through an employer's e-mail system, the employer has the right to review any such communications;
2. Although Practice will make reasonable efforts to keep e-mail communications among the Member, Practice (and their employees, agents and representatives) confidential and secure, Practice cannot assure or guarantee the confidentiality of e-mail communications;
3. In the discretion of the Member's physician, e-mail communications may be made a part of the Member's permanent medical record;
4. Member will not use e-mail for communications regarding emergencies, time-sensitive issues, or for communication regarding other sensitive information.

VII. NOTICES

Any communication required or permitted to be sent under this Membership Agreement shall be in writing and sent via facsimile or via certified mail, return receipt requested, to the address of Member set forth below, or to Practice at the address set forth in the introductory paragraph. Any change in address shall be communicated in accordance with the provisions of this section.

VIII.CHANGE OF LAW/GOVERNING LAW

If there is a change of any state or federal law, regulation, or rule that affects this Agreement or the activities of either Party under this Agreement, or any change in the judicial or administrative interpretation of any such law or regulation or rule and Practice reasonably believes in good faith that the change will have a substantial adverse effect on either Party's rights or obligations under this Agreement, then Practice may terminate this Agreement offer you an alternative agreement in its place.

This Membership Agreement shall be governed and in accordance with the law of the State of California, {{COUNTY}} County.

IX. ENTIRE AGREEMENT

The Parties agree and understand that this Agreement embodies the entire agreement between the Parties, the terms of which are expressly set forth herein.

There are no other additional promises, understandings or representations, oral or otherwise. This Agreement supersedes all other agreements between the Parties. This Agreement may be modified only by the written agreement of both Parties.

X. SEVERABILITY

In the event any clause contained herein is determined to be unenforceable, it may be stricken from this Agreement, in part or in whole; however, the remaining clauses shall remain in full force and effect.

XI. ASSIGNMENT

Member shall not assign this Agreement to any other person. Practice may assign all of its rights and duties under the Agreement of any entity or Physician that Purchases all or substantially all of Practice's practice. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and permitted assigns.

XII. WAIVER

The waiver by either Party of a breach or violation of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

XIII.DISPUTE RESOLUTION FOR NON-CLINICAL MATTERS

a. Scope and Application

The parties agree that this section governs any and all disputes, claims, or controversies arising from the patient's relationship with the Company, **with the sole exception of claims for medical malpractice.** Medical malpractice claims, defined as disputes over whether medical services were "unnecessary or unauthorized or were improperly, negligently, or incompetently rendered," are governed exclusively by the separate and optional **Physician-Patient Arbitration Agreement**.

This dispute resolution process applies to all other matters, including, but not limited to, claims relating to fees and payments, scheduling, privacy, breach of contract, and any interpretation or enforcement of this Agreement.

b. Mandatory Tiered Resolution Process

i. Good Faith Negotiation. The parties agree to first attempt to resolve the dispute informally by providing written notice to the other party describing the facts and circumstances of the dispute. The parties shall then engage in good faith negotiations for a period of at least thirty (30) days following the date of the notice.

ii. Mediation. If the dispute is not resolved through negotiation, the parties agree to participate in at least one session of non-binding mediation with a mutually agreed-upon neutral mediator before pursuing arbitration.

iii. Binding Arbitration. If mediation fails to resolve the dispute, it shall be resolved exclusively through final and binding arbitration. The arbitration shall be administered by a neutral arbitration provider in {{COUNTY}}, California, in accordance with its consumer arbitration rules. The arbitrator's decision shall be final and binding.

c. WAIVER OF JURY TRIAL

BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU ARE GIVING UP THE RIGHT TO A JURY TRIAL FOR ANY DISPUTE ARISING FROM THIS MEMBERSHIP AGREEMENT.

XIV.CONSENT TO PARTICIPATE IN MEMBERSHIP PROGRAM

Each Member must complete and sign a consent form to effectuate membership. Member hereby acknowledges his/her decision to participate in Practice's Membership Program. Member has the right to review and/or decline to sign this Agreement or to consult with and/or seek care from a different doctor. Member has been advised that he/she may speak with the staff or the physician about this Agreement if he/she has any questions. Member's signature below indicates that he/she has read this Agreement completely and has either had all of Member's questions answered or acknowledges that Member understands it and does not need to speak to anyone before signing this form. Member understands that this is an important legally binding contractual agreement which may affect Member's rights or the rights of the individual on whose behalf Member is executing this contractual agreement. Member requests services from Practice in full agreement with and understanding of the above. Member is not relying on any oral representations by anyone employed by or affiliated with Practice in entering this Agreement and is signing of Member's own free will. Each undersigned Member agrees to the terms of this Membership Agreement, all of which are set forth herein. Practice has not made any promises, representations or guarantees except as set forth above.

Accepted by:

Sesi Signature Inc.

By: _____ Effective Date: _____

Medical Director: Lauren Michelle Sesi M.D.

Concierge Provider: Jason Sesi PA-C

Patient Name: _____

Date of Birth: _____

Phone Number: () _____

E-mail Address: _____

Patient Signature

Date