

MEMBERSHIP AGREEMENT

1. Welcome and Overview

We are pleased that you have chosen to become a “Member” of Liakeas CCPHP, LLC (the “Company”). By doing so, you will be introduced to a special, personalized approach to your health care that affords you ready access to your chosen physician, Dr. George Liakeas (your “Physician”), and a broad range of what we call value-added practice enhancements.

This Membership Agreement (“Agreement”) sets forth the terms of your relationship with the Company, which works closely with your Physician and with your Physician’s medical practice (the “Practice”) to provide you with our special approach to care.

The Company will provide you with the “amenities and enhancements” described in both the attached Membership Handbook (which is part of this Agreement) and Schedule 1 to this Agreement. The items and services listed as “amenities and enhancements” in the Membership Handbook are referred to as amenities and enhancements because they are designed to enhance your health care delivery experience by, among other things, providing you with ready, convenient, relaxed access to your provider of choice, and providing you with access to information and resources that will enable you to navigate the health care landscape efficiently. The amenities and enhancements are not professional services and do not include items or services that are covered by health insurance plans.

In addition to providing you with the enhancements listed in this Agreement and the Membership Handbook, the Company has arranged to have your Physician available to provide you with the professional services that are listed in both this Agreement and the Membership Handbook (the “Professional Services”). Together, the amenities and enhancements, and the Company’s arrangement with the Practice to have your Physician available to provide you with the Professional Services, are called the “Enhancements.”

By electronically signing on to this Agreement and becoming a Member, you agree to the terms of this Agreement and you agree to pay the Company an annual Membership Fee. The Membership Fee pays the Company for providing you the Enhancements. The Membership Fee is described more fully below and in the Membership Handbook; but we emphasize here that the Membership Fee does not cover or pay for any Professional Services provided by your Physician or the Practice. All Professional Services are performed by the Practice or your Physician, and the Practice will bill you for the Professional Services. The Practice currently participates with several health insurance plans, including Medicare, and where applicable, accepts payment in full from those plans for Professional Services, subject to applicable deductibles, copayments and coinsurance.

* Liakeas CCPHP, LLC, the membership organization referred to in this Agreement, is sometimes also referred to as “George Liakeas, MD Castle Connolly Private Health Partners, LLC” as shown on the logo above or as “Liakeas CCPHP.”

2. You and Your Physician

Your Physician will be your primary treating physician for your internal medicine, and related services needs and will generally be available to you through the Communications Enhancements and in the manner described in the Membership Handbook. You understand, however, that your Physician may not be available from time to time due to illness, continuing medical education obligations, customary vacation periods or similar reasons. During any such unavailability, your Physician will designate a covering physician or other licensed medical professional to attend to your medical needs. Note that nothing in this Agreement will be deemed, construed or intended to influence or affect your Physician's or any covering practitioner's independent clinical judgment.

Your Physician retains full and free discretion to exercise their professional medical judgment on your behalf.

3. The Role of the Company

The Company will provide you the Enhancements and will arrange with the Practice for the availability of your Physician to provide the Professional Services. As noted above, however, the Company does not engage in the practice of medicine or provide any diagnostic, therapeutic or clinical services; and, to the extent that any act or service required or permitted to be rendered by the Company by any provision of this Agreement may be construed or deemed to constitute the practice of medicine (as that term may be defined under New York law), you agree that that provision of this Agreement will be void ab initio and you further agree to waive the performance of that act or service by the Company.

4. Membership Fee

You agree to pay to the Company the annual Membership Fee specified in the Membership Handbook. Unless you sooner terminate this Agreement, the Company will bill you for any Renewal Year (as defined in this Agreement) before the beginning of that year. You agree to pay the Membership Fee for each Renewal Year (or the initial installment for that year, as applicable) within thirty (30) days after invoicing. Failure to pay the invoiced Membership Fee in a timely manner may result in termination of this Agreement. The Company reserves the right to change the Membership Fee at any renewal date of this Agreement, by giving you at least thirty (30) days' advance written notice.

Since the Membership Fee does not cover or pay for any Professional Services provided by the Practice or your Physician, you agree not to submit to your health insurer or health plan any bill, invoice or claim for reimbursement or payment with respect to the Membership Fee. You also understand and agree that this Agreement is a service contract and not a contract of insurance. You acknowledge that you may, however, in your discretion, submit the Membership Fee for reimbursement to any flexible spending account, health reimbursement

account, or medical savings account of your employer in which you participate, but that the Company makes no representation that any part of the Membership Fee will qualify to be reimbursed from any such account.

5. Amendments

The Company may revise the Enhancements provided under this Agreement after giving you at least thirty (30) days prior written notice. Any such revision will be reflected in an amended Membership Handbook that will be provided to you with the notice. Additional Enhancements will be subject to such terms and conditions as may be specified in the amended Schedule to this Agreement.

6. Term and Termination

Unless this Agreement is otherwise terminated as provided herein, the initial term of the Agreement will be for one (1) year, commencing on the Effective Date (the “Initial Year”), and the Agreement will automatically renew for successive one year (1 year) periods (each, a “Renewal Year”), unless either party notifies the other party in writing, not less than thirty (30) days prior to the expiration of the Initial Year or the Renewal Year, as applicable, of that party’s desire not to renew this Agreement.

Either party may terminate this Agreement at any time for any reason upon thirty (30) days’ prior written notice to the other party. If you terminate this Agreement, you will be refunded the pro-rata portion of your annual Membership Fee, minus an administrative fee of two hundred dollars (\$200) (“Administrative Fee”). This Administrative Fee will be due regardless of how long you have been a Member. If the Company terminates this Agreement, you will be refunded a pro-rata portion of your annual Membership Fee and no Administrative Fee will be due. Any pro-rated refund will be based on the number of days you have been a Member. Upon the Company’s receipt of this Agreement and the Membership Fee, the Company will have the option, in its sole and absolute discretion, not to accept this Agreement (e.g., due to limitations on the number of Members) and to return your payment to you. In the event of your death, this Agreement will immediately terminate. The foregoing notwithstanding, in the event your Physician becomes unavailable during the term of this Agreement due to illness or other disability, you agree that you will not be entitled to a refund of any portion of the Membership Fees previously paid by you.

7. Attachments

Included as part of this Agreement are (i) the Membership Handbook, which contains a list of Enhancements, a list of Professional Services provided by the Practice, the list of Membership Fee options (and schedule of payments), and Additional Terms and Conditions

of this Agreement; and, (ii) an Authorization for Disclosure of Personal Health Information (“PHI”).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties intending to be legally bound have executed this Agreement on the date first written below.

Liakeas CCPHP, LLC:

MEMBER:

By: _____

Effective Date: _____

SCHEDULE 1

ENHANCEMENTS¹

1. **Panel Limits.** The Company will arrange for your Physician to agree to limit the size of his membership panel to provide personalized care and attention to individual patient needs. The Company will also arrange for your Physician to agree to be available to provide the Professional Services described on Schedule 2.
2. **Communications Access.** The Company will arrange with your Physician to have telephone, cellular phone, facsimile, and e-mail service, and will provide you with information on how to contact your Physician through those means (collectively, the “Communications Enhancements”). The Company will arrange for your Physician generally to be available to communicate with you (or your authorized representatives) 24 hours a day, seven days a week through one or more of the Communications Enhancements, including to consult with health care providers attending to you out of state, overseas or otherwise outside of the Company’s usual service area. Telephone and email communications will be responded to as quickly as reasonably feasible. In the event that your Physician is not available due to vacation or other reasons, alternative communication with another practitioner at the Practice or other covering physician will be arranged. Additional charges may apply for international or unusual communication expenses.
3. **Same-day/Next-day Appointments.** The Company will arrange for you to be able to use the Communications Enhancements to make same-day (or, where appropriate, next business-day) appointments to see your Physician (or if your Physician is unavailable due to vacation or other reason, to see another covering physician or other health care provider), including appointments for non-urgent care, regardless of medical necessity.
4. **Extended Patient Appointments.** The Company will arrange for you to be able to have appointments with your Physician for routine visits of such length as reasonably appropriate to review and discuss your medical concerns, regardless of medical necessity.
5. **Extended Patient Hours.** The Company will arrange for your Physician to agree to be available, upon reasonable request, for office visits on the following schedule: Monday through Friday during normal office hours. Under special circumstances, weekday evening appointments may be provided on occasion if medically appropriate and mutually agreed.
6. **Wait Time.** The Company will arrange for your Physician to use his best efforts to be available to you at the time of your scheduled appointment, with minimal waiting time, unless your Physician is attending to a medical urgency or emergency, or is delayed for other good reason.
7. **Office Services.** The Company will arrange to provide you with access to a comfortable reception area with internet access and educational materials for the occasional brief wait for your Physician.

8. **Dedicated Office Personnel/Expedited Check-in and Check-out.** The Company will arrange for staff to be available at your Physician's office to provide you with personalized administrative service, including expedited check-in and check-out. The Company's goal is to minimize your waiting time whenever possible and to provide you with outstanding service.
9. **Personal Administrative Assistant.** The Company will provide a personal administrative assistant dedicated to addressing and coordinating the administrative aspects of Members' health needs, including assisting you with referrals and scheduling appointments.
10. **Walk-In Services.** The Company will arrange for your Physician or other practitioners at the Practice to agree to be available to provide walk-in blood pressure and other vital sign screenings without appointment during normal office hours.
11. **Telemedicine Services Availability.** The Company will assist the Practice to make available to you opportunities for telemedicine or "virtual" visits in appropriate circumstances.
12. **Medical Staff Privileges.** The Company will arrange to have your Physician agree to maintain medical staff privileges at Mount Sinai Beth Israel, and to have your Physician agree to facilitate your medical care at that hospital, or such other institution you choose for your medical needs.
13. **Physical Fitness Services.** Upon your request, the Company will arrange for you to have a physical fitness consultation with an exercise specialist. A personalized exercise plan will be recommended based on your underlying health, level of fitness, and personal goals. The cost of consultations and/or training sessions will be your responsibility.
14. **Nutrition Services.** In addition to any nutritional consultation available under your health insurance plan, upon your request, the Company will arrange for you to have a consultation with a qualified community-based nutritionist, regardless of medical necessity. The cost of consultations will be your responsibility to the extent that the visits are not covered by your health insurance plan.
15. **"SENS Solution" Health Assessment.** CCPHP's "SENS Solution" platform is based on four pillars: Sleep, Exercise, Nutrition, and Stress Management. The Company provides a platform to offer you a more personalized approach to your preventive health and overall well-being, including CCPHP's comprehensive program for assessing your overall wellness status and needs. The assessment takes a closer look at the four pillars - and more - to help your physician and Health Coach work together to create a wellness plan that is customized for you.

¹ The Membership Fee pays only for the Enhancements listed on this Schedule that are furnished, or arranged to be furnished, by the Company. The Membership Fee does not cover or pay for any Professional Services. All Professional Services are provided and billed for by the Practice and your Physician.

16. **SENS Solution Health Coaching Program.** As a Member, the company will give you access to a SENS Health Coach, who provides you with customized support and education, helping you identify and resolve potential barriers to a healthier lifestyle. Your SENS Health Coach collaborates with your physician, creating an integrated and robust team to help achieve your wellness goals, one step at a time.
17. **Travel Medical Services.** The Company will arrange for your Physician to agree to provide, on request, travel medical advice relating to immunization requirements and other travel issues, and for the Practice to assist you, on request, to arrange for MediVac services if needed. *You will be required to pay the cost of any vaccines and MediVac services.*
18. **Digital Health and Wellness Tips.** The Company will provide tips and information to promote and facilitate wellness and healthy lifestyle.
19. **Member Events.** Upon your request, from time to time, the Company will sponsor and/or inform you about wellness-related events in your community.
20. **Access to Discounts.** The Company will arrange for you to receive discounts for wellness, healthy living and related services.

SCHEDULE 2
PROFESSIONAL SERVICES²

Your Physician has agreed to be available to provide you with the following services:

1. **Panel Limits.** Your Physician will limit the size of his membership panel and will provide the Professional Services described on this Schedule 2.
2. **24/7 Availability.** Your Physician generally will be available to communicate with you (or your authorized representatives) 24 hours a day, seven days a week, through one or more of the Communications Enhancements, unless your Physician is unavailable due to vacation or other reasons, in which case communication with another practitioner at the Practice or covering physician will be arranged. Additional charges may apply for international or unusual communication expenses.
3. **Same-day/Next-day Appointments.** You will be able to make same-day (or, where appropriate, next business-day) appointments to see your Physician (or if your Physician is unavailable due to vacation or other reason, to see a covering physician or other health care provider), including appointments for non-urgent care, regardless of medical necessity.
4. **Extended Patient Appointments.** Appointments with your Physician will be of such length as are reasonably appropriate to review and discuss your medical concerns, regardless of medical necessity.
5. **Extended Patient Hours.** Your Physician will be available for office visits during normal office hours. Under special circumstances, weekday evening appointments may be provided on occasion, if medically appropriate and mutually agreed.
6. **Wait Time.** Your Physician will use his best efforts to be available to you at the time of your scheduled appointments, with minimal waiting time, unless your Physician is attending to a medical urgency or emergency, or is delayed for other good reason.
7. **Executive-Style Annual Physical.** Your Physician will provide you with an annual executive-style physical examination, to include the taking of a detailed personal, medical and family history, a detailed physical examination, and appropriate testing focusing on early detection and prevention of disease.

² All Professional Services are provided and billed for by the Practice or your Physician, not by the Company. The Membership Fee does not cover or pay for any Professional Services provided by the Practice or your Physician.

8. **SENS Solution Wellness Plan.** Upon your request, in cooperation with CCPHP's Health Coach, your Physician will provide you with a personalized wellness plan, to be reviewed and updated at your annual visits. The preparation of the wellness plan is at no additional cost to you; but you will be financially responsible for certain services outlined in your wellness plan, to the extent additional charges for those services apply.
9. **Mental Health Screening.** Upon request, your Physician will perform a preliminary mental health screening examination and, if appropriate, make referrals to qualified mental health service providers in your community.
10. **Referrals.** Your Physician will provide you with appropriate clinical referrals to high quality services and specialists which/who are appropriate to your personal and clinical care needs.
11. **Connectivity to Top Doctors.** Your Physician will consult with and connect you to Castle Connolly Medical Ltd. (CCML) "Top Doctors", as appropriate, in connection with your care. CCML is a research organization, known for its *America's Top Doctors®* series, and the strength of its 48,000+ Top Doctors across the country and around the world.
12. **Care Navigation.** Your Physician, working with other practitioners, will, to the extent reasonably feasible, be involved in coordinating and helping to manage your medical care outside your Physician's office, including in the hospital, skilled nursing, rehabilitation and/or home setting.
13. **Prescription Facilitation.** Your Physician will fill your prescription refill requests by phone, fax, or e-mail, and will ensure that refill requests received during normal business hours and approved will be transmitted to your pharmacy on the same day.
14. **Test Result Communications.** Your Physician or Practice professional staff will communicate directly with you about your test results in a timely manner.
15. **Travel Medical Services.** On request, your Physician will provide you with travel medical advice, either himself or by referral to a travel or infectious disease specialist, and will provide those recommended vaccinations he is licensed to provide. If you request, your Physician will also arrange for MediVac services in appropriate situations. *You will be required to pay the cost of any vaccines or MediVac services.*
16. **Walk-In Services.** Your Physician or other practitioner at the Practice will provide you walk-in blood pressure and other vital sign screenings without appointment during normal office hours.
17. **Virtual Visit/Telemedicine Services.** Your Physician or other practitioner at the Practice will provide you virtual visits via telemedicine access, if requested, to the extent that such visits are considered clinically appropriate and practicable, taking into consideration the technology available through the Practice.

George Liakeas, MD



ADDITIONAL TERMS

1. **Family Coverage/Dependents.** You may elect family or dependent coverage under this Agreement as specified in this Membership Handbook. If you elect family or dependent coverage, then the term “you” in this Agreement refers to both you and your designated family members and/or dependents.
2. **Additional Charges.** Certain Enhancements may carry additional charges as set forth in this Membership Handbook. If you elect to use an Enhancement that carries an additional charge, you agree to pay the additional charge.
3. **E-mail Communications**
 - a. You authorize the Company, the Practice and your Physician to communicate with you by e-mail regarding your “protected health information” (“PHI”) (as that term is defined in the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and its implementing regulations) using your e-mail address shown on this Membership Agreement.
 - b. In so agreeing, you acknowledge that:
 - i. E-mail is not a secure medium for sending or receiving PHI and, in particular, if you send or receive e-mail through your employer’s e-mail system, your employer may have the right to review it;
 - ii. Although the Company, the Practice and your Physician will make reasonable efforts to keep e-mail communications confidential and secure, neither the Company, nor the Practice, nor your Physician can assure or guaranty the confidentiality of e-mail communications;
 - iii. In the discretion of the Practice and/or your Physician, e-mail communications may be made a part of your permanent medical record; and
 - iv. E-mail is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information.
 - c. Accordingly, you also agree that:
 - i. You will not use e-mail to communicate regarding emergencies or other time-sensitive issues, or to communicate regarding other sensitive information, but

rather will communicate such information through one of the other communication means specified in this Membership Handbook;

- ii. If you do not receive a response to your e-mail message within two (2) days, you will use another means of communication to contact the Practice or your Physician;
 - iii. Neither the Company, the Practice, nor your Physician shall be liable to you for any loss, cost, injury or expense caused by, or resulting from: (a) a delay in responding to you as a result of technical failures, including, but not limited to, technical failures attributable to any internet service provider, power outages, failure of any electronic messaging software, failure to properly address e-mail messages, failure of the Company's computers or computer network, or faulty telephone or cable data transmission; (b) any interception of e-mail communications by a third party; or (c) your failure to comply with the guidelines regarding use of e-mail communications set forth in this Section; and
 - iv. The Practice may but is not obligated to keep copies of e-mail messages that you send to your Physician, or your Physician sends to you, and your Physician may include such messages in your medical record.
4. **Notices.** Except as provided in Section 3 of these Additional Terms any communication required or permitted to be sent under this Agreement shall be in writing and sent via facsimile, via recognized overnight courier, or via certified mail, return receipt requested (a) to the Company at the address as set forth on its website, <https://ccphp.net>, Attention: Company Administrator, and (b) to you at the address set forth in this Agreement. Either party may change its address by notifying the other party in accordance with this paragraph.
 5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, notwithstanding the principles of conflicts of laws.
 6. **Waiver.** The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other term of this Agreement.
 7. **Severability.** If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.
 8. **Counterpart as an Original.** This Agreement may be executed in more than one counterpart, and each executed counterpart shall be considered as the original.

9. **Rights Unaffected.** No amendment, supplement or termination of this Agreement shall affect or impair any rights or obligations which shall have theretofore matured hereunder.
10. **Interpretation of Syntax.** All references made and pronouns used herein shall be construed in the singular or plural, and in such gender, as the sense and circumstances require.
11. **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, heirs, executors and administrators.
12. **Further Actions.** Each of the parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.
13. **No Assignment.** You may not assign your rights, duties and obligations under this Agreement without the prior written consent of the Company, whose consent may be withheld for any reason. Any attempt to assign said rights, duties and obligations without the prior written consent of the Company shall be null and void and of no force or effect.
14. **Entire Agreement; Amendment.** The parties certify that this Agreement, including the Membership Handbook, the Fee Schedule, and the Authorization for Disclosure of Protected Health Information, contains the entire agreement of the parties and supersedes any currently existing agreement between the parties regarding the subject matter of this Agreement. This Agreement may not be changed orally, and may only be amended by an agreement in writing signed by the parties; except that amendments to the Membership Fee may be made as set forth in Section 4 of the main body of this Agreement, and the Enhancements may be amended as set forth in Section 5 of the main body of this Agreement.
15. **Survival.** The covenants contained herein that contemplate performance after termination or expiration of this Agreement shall survive any termination or expiration of this Agreement.

**AUTHORIZATION FOR DISCLOSURE AND USE OF PROTECTED HEALTH
INFORMATION**

I, _____, hereby authorize the disclosure of my protected health information by George Liakeas, M.D., and Lexington Medical Associates, PC (together, for this purpose, the “Practice”) to Liakeas CCPHP, LLC (the “Company”), a company with which the Practice works to help carry out Practice administrative and related functions, and to deliver certain Enhancements which are described in a Membership Agreement between me and the Company. I further authorize the disclosure of my protected health information by the Company as necessary to enable the Company to carry out those functions. For purposes of this document, protected health information means any and all information relating to health care services provided to me by the Practice including, but not limited to, information relating to health care services provided to me prior to this date and information received by the Practice in connection with my care.

I understand that I am not required to electronically sign this authorization/consent in order to receive treatment, and I understand that information disclosed pursuant to this authorization/consent may be re-disclosed by the recipient and no longer protected by privacy regulations; although I understand that any Company re-disclosure is anticipated, unless otherwise required by law, to be for the limited purpose of carrying out the functions described above.

I also understand that this authorization will remain in effect until I provide a written notice of revocation to the Practice, and that I may revoke this authorization at any time by sending written notice to the address below. The revocation will be effective immediately upon the Practice’s receipt of my written notice, although the revocation will not affect any actions the Practice or the Company took before it received my notice of revocation. In any event, the authorization will expire upon termination of my Membership Agreement with the Company, provided that I provide notice of such termination to the Practice.

The address and phone number of the Practice is: George Liakeas, M.D.
139 E 57th St
New York, NY 10022
(212) 750-5088

Signature of Patient or Personal Representative

Printed Name of Personal Representative (if applicable) and relationship to patient

Date