

Elevate Health Enhanced Primary Care Membership Service Plan Agreement

THIS AGREEMENT (the “Agreement”) is made and executed in Montana, effective as of the date Member consents to the terms of this Agreement through an Electronic Registration Form (the “Effective Date”), by and between Elevate Health and you, the individual(s) identified on the Electronic Registration Form (“Member”).

NOW, THEREFORE, in consideration of the terms, conditions, covenants, promises, obligations, and agreements contained herein, and other good and valuable consideration, it is understood and mutually agreed by and between the Parties hereto as follows:

1. Membership.

1.1. Introduction. If Member pays the fees described in Section 4 below, Elevate Health will provide to Member, at no additional cost, enhanced primary care physician services that Elevate Health typically provides in their office to individuals with common illnesses and injuries, and certain wellness services. These Covered Services are described in further detail in Section 2 below.

THIS SERVICE PLAN IS NOT INSURANCE AND ELEVATE HEALTH IS NOT AN INSURANCE COMPANY. ELEVATE HEALTH ONLY PROVIDES THE SERVICES DESCRIBED BELOW AND DOES NOT PAY MEMBER MONEY OR REIMBURSE MEMBER FOR ANY COSTS OR CHARGES MEMBER MAY INCUR.

NOT ALL TYPES OF HEALTH CARE SERVICES ARE COVERED BY THIS SERVICE PLAN. ELEVATE HEALTH ONLY PROVIDES THOSE COVERED SERVICES FURTHER DESCRIBED HEREIN. THE SERVICE PLAN DOES NOT COVER HOSPITAL CARE OR ANY OTHER HEALTH CARE SERVICES NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

BY ENROLLING IN THIS SERVICE PLAN AND RECEIVING SERVICES FROM ELEVATE HEALTH, MEMBER AND ALL OTHER MEMBERS IDENTIFIED IN MEMBER’S ELECTRONIC REGISTRATION AGREE TO THESE TERMS AND CONDITIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

1.2. Membership Benefits. If Member has an active Service Plan membership, Member will also receive the following Membership Benefits (“**Membership Benefits**”). These Membership Benefits are subject to the limitations set forth in Sections 2 and 3.

1.2.1. Direct Access

1.2.1.1. Unlimited Doctor Visits. Member will receive unrestricted access to their Primary Provider as medically necessary and as described in Section 2

“Covered Services”. Member will not be charged additional fees beyond Service Plan Membership Fees for any of the services described in Section 2 “Covered Services”.

1.2.1.2. Streamlined Electronic Communication. Member will be provided with a free account on Elevate Health’s smartphone/telemedicine platform (currently Hale Health), which Member can use to communicate directly with their Primary Provider.

1.2.1.3. Same-Week Appointments. Elevate Health will make every reasonable effort to schedule an appointment with Member’s Primary Provider within 5 (five) business days. For urgent matters, Members may be scheduled sooner than 5 (five) business days, at the discretion of their Primary Provider, up to and including same-day appointments.

1.2.2. Member Discounts.

1.2.2.1. 20% Off Supplements. Member will receive a 20% (twenty percent) discount on all supplements, nutraceuticals, and other related wellness products purchased either directly through Elevate Health or through Elevate Health’s partnership with online dispensary Fullscript.

1.2.2.2. Premium Discounted Labs. Member will receive various increased discounts on laboratory tests when purchased from Elevate Health.

1.2.2.3. \$150 Off Injection Therapies. Member will receive a \$150 (one-hundred-and-fifty dollar) discount on each appointment for specialized injection therapies, including prolotherapy, neuraltherapy, trigger point injections, and neuro-prolo.

1.2.2.4. Member Pricing on Massage Therapy. Member will receive discounted member pricing on all massage therapy services at Elevate Health: \$65 for 60-minute massage, \$90 for 90-minute massage, \$120 for 120-minute massage. Discounted massage therapy rates are subject to change in the future.

2. **Covered Services**. Those services described in this Section 2 shall be known as “**Covered Services**”. All Covered Services shall be provided exclusively at Elevate Health’s office located at 801 W Main St, Suite 1C Bozeman, MT 59715 (“**Clinic**”).

2.1. Primary Provider. Covered Services will be delivered by a naturopathic doctor, medical doctor, osteopathic doctor, or nurse practitioner (“**Primary Provider**”). At commencement of Service Plan, Member will select one available Elevate Health Primary Provider to serve as Member’s Primary Provider.

2.2. Secondary Providers. Some Covered Services may, at the discretion of the Primary Provider, be delivered by teams composed of practitioners including but not limited to nurses, nurse practitioners, physician assistants, medical assistants, dieticians, and health coaches (“**Secondary Providers**”) in consultation with and/or overseen by

Primary Provider. Secondary Providers may deliver the following Covered Services, including but not limited to: (a) conduct intake visits and work with physicians to create care plans; (b) provide education and coaching to patients both individually and in groups; (c) be accessible to patients by phone and email, with coverage arrangements for nights, weekends and holidays; (d) track the progress of patients in meeting their goals; and (e) proactively reach out to patients as needed.

- 2.3. Primary Provider Discretion. Delivery of all Covered Services is at the sole discretion of the Primary Provider and subject to Primary Provider's determination as to whether the service is medically necessary.
- 2.4. Primary Provider Unavailable. In the case that Member's Primary Provider is not available, another Primary Provider will be available to deliver Covered Services during regular business hours.
- 2.5. Medical Services. Elevate Health provides enhanced primary care services to both adults and children in Elevate Health's office ("**Medical Services**").
 - 2.5.1. Exams and Condition Management. Members are entitled to medically necessary appointments with their Primary Provider during normal business hours when deemed medically necessary by your Primary Provider.
 - 2.5.1.1. Preventative Visits. This includes comprehensive annual physicals, sports and participation exams, well woman exams, and well child exams. This does NOT include any maternity/prenatal care. Members under eighteen (18) years of age will be encouraged to, at a minimum, schedule well-child care and well-baby check-ups consistent with the recommendations of the American Academy of Pediatrics. Members eighteen years and older will be encouraged to, at minimum, schedule annual wellness exams and screening exams consistent with the U.S. Preventative Task Force.
 - 2.5.1.2. Acute Conditions Visits. This includes visits for acute illness, sprains, strains, and more for both pediatric and adult patients.
 - 2.5.1.3. Chronic Illness Visits. This includes treatment and management for any body system, i.e. nervous, cardiovascular, musculoskeletal, digestive, etc. This includes consultation, referral, and coordination of care to specialists in the appropriate field.
 - 2.5.2. Preventative, Diagnostic, and Other Procedures. Covered Services will also include the following preventative, diagnostic, and other procedures when deemed medically necessary by Member's Primary Provider:
 - 2.5.2.1. Blood Draw for Laboratory Tests. Drawing blood for medically necessary laboratory tests; however, the actual costs of the laboratory test will be Member's responsibility.
 - 2.5.2.2. Ordering of Laboratory Tests. Ordering and interpretation of appropriate conventional laboratory testing (blood, stool, urine, breathe, etc.) and

eclectic lab testing. The cost of these tests and any fees for interpretation will be Member's responsibility.

- 2.5.2.3. Ordering of Diagnostic Studies. Ordering of appropriate diagnostic studies including x-rays, MRIs, CTs, ultra sounds, cardiac testing and other advanced imaging. The cost of these studies and any fees for interpretation other than by Primary Provider will be Member's responsibility.
- 2.5.2.4. Blood Pressure Screening. Screening of a patient's blood pressure for abnormalities. A blood pressure screening detects whether a patient has high blood pressure, a condition that increases the risks of heart failure, heart attack, stroke, and kidney failure. For patients who have already been diagnosed with high blood pressure, a blood pressure screening is a way of monitoring the effectiveness of medications and dietary modifications.
- 2.5.2.5. Breast Exam. Visual and physical examination of a patient's breasts to screen for abnormalities.
- 2.5.2.6. Cerumen Impaction Removal. Removal of cerumen from a patient's ear. Cerumen impaction removal is a procedure that is performed to remove wax blockages from a patient's ear.
- 2.5.2.7. Diabetic Foot Check. All diabetic patients are entitled to diabetic foot checks at appropriate screening intervals. A diabetic foot check is an examination of diabetic patients' feet for blisters, scratches, and skin that is hard, broken, inflamed, or feels hot or cold when touched.
- 2.5.2.8. Immunization Administration. Administration of any medically necessary vaccines subject to a case by case review by Primary Provider. Member will be responsible for subsequent cost of the actual vaccine.
- 2.5.2.9. Pelvic Exam / Pap Test Collection and Ordering. Pelvic exams as well as collecting, preparing, and ordering Pap smears. The Pap test, also called a Pap smear, checks for changes in the cells of a woman's cervix. The Pap test can detect infections, abnormal cervical cells, and cervical cancer. Member will be responsible for any fees associated with a pathologist's read and report as well as HPV testing.
- 2.5.2.10. Rectal Exam. Examination of the rectum for any abnormalities. A rectal exam is an examination of the lower rectum to check for hemorrhoids, anal fissures, and stool abnormalities such as frank (evident) blood.
- 2.5.2.11. Digital rectal exam (DRE). Digital examination of the prostate. A DRE is an exam where the prostate is examined to determine size and any abnormalities.
- 2.5.2.12. Simple Suture Removal. Removal of simple sutures. Sutures, commonly known as "stitches," are thread-like material used to sew tissue together.

Suture removal is a procedure in which the physician removes the patient's stitches.

2.5.2.13. Visual Acuity Test. In-office test for visual acuity. A visual acuity test is used to determine the smallest letters a person can read on a standardized chart or on a card.

2.5.2.14. Consultation, Referral, and Coordination of Care. The ordering of consultations, referrals, and the coordination of care to appropriate specialty providers.

2.6. Wellness Services. Covered Services include certain wellness related services (**"Wellness Services"**) designed to complement the Medical Services.

2.6.1. Medication Review. Medication Review is a structured, critical examination of a patient's medicines with the objective of reaching an agreement with the patient about treatment, optimizing the impact of medicines, minimizing the number of medication-related problems, and reducing waste.

2.6.2. Naturopathic Counseling. Counseling at a primary care level regarding dietary changes, exercise, stress management, behavioral modification, relationship issues, personal issues, and more, with appropriate referral to a mental health provider when deemed appropriate or necessary by Primary Provider. Fees incurred from work with a mental health provider will be the sole responsibility of the Member.

2.6.3. Nutritional Analysis and Recommendations. Nutritional Analysis is a structured evaluation where the Primary Provider assesses a patient's typical dietary intake in conjunction with current health concerns, disease risks, family history, and other factors to identify areas where dietary changes are necessary. Recommendations are then made in accordance with this evaluation. These recommendations may range from basic changes to specific dietary approaches involving the entire diet. Referral will be made to a dietitian when deemed appropriate or necessary by Primary Provider. Fees incurred from work with a dietitian will be the sole responsibility of the Member.

2.6.4. Pediatric Safety and Prevention Counseling. Pediatric safety and prevention counseling is an ongoing process in which physicians counsel the parents of Member children on measures to reduce the risk of unintentional household and recreational injuries.

2.6.5. Other Wellness Initiatives. Elevate Health may periodically provide additional wellness related services or initiatives in their office from time to time. Member may obtain a current list of those additional wellness initiatives by contacting Elevate Health's office or visiting the Elevate Health website.

2.7. Management of Your Overall Health. Elevate Health is committed to the management of Member's overall health. As such, Member's Primary Provider will attempt to coordinate the delivery of Member's care across the care continuum through direct

consultation with and referral to other providers (including specialists, hospitals, extended care facilities and other types of health care providers as medically necessary). A review of the specialist appointment will be conducted with Member in a timely manner upon receiving the results and/or summary from such specialist.

- 2.8. Additional Fees. All fees incurred by Member that are not listed as included in Covered Services are Member's sole responsibility. This includes but is not limited to equipment, additional labs, imaging, specialist fees, etc.
 - 2.9. Financial Responsibility. Member acknowledges sole financial responsibility for any services not included in the above list of Covered Services or not offered by Elevate Health. For family plans, all adult members of plan must sign Service Plan agreement in order to receive services under Service Plan, and all adult family members are jointly and severally responsible for Service Plan Membership Fees.
3. **Excluded Services**. As part of the Service Plan, Elevate Health only provides to Member those Covered Services expressly described in Section 2. Except for discounts expressly provided for herein, Elevate Health does not provide, pay for, or in any way reimburse Member for any other services ("**Excluded Services**") including, but not limited to, the following:
- 3.1. Hospital Care and Hospitalizations. This Service Plan does not cover any services performed at a hospital or similar facility or while the Member is a patient at a hospital or similar facility, including, but not limited to, any type of inpatient or outpatient services or procedures, or any services associated with hospital stays such as use of operating, delivery, recovery, or other specialty rooms and any professional fees, equipment or supplies related therein.
 - 3.2. Hospital Privileges. The State of Montana does not generally allow for Naturopathic Physicians to have hospital care privileges at this time. However, if Member should require hospitalization, Elevate Health will coordinate with the admitting facility/physician in an effort to ensure Member is receiving care congruent with Member's standards and expectations in a timely manner.
 - 3.3. Emergency Care. This Service Plan does not cover any type of emergency care or emergency room service, including, but not limited to, any service required due to a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a layperson possessing an average knowledge of health and medicine would reasonably expect the absence of immediate medical attention to place the health of the individual in serious jeopardy, cause serious impairment to bodily functions, or cause serious dysfunction of any bodily organ or part.
 - 3.4. Medicare. Medicare will not reimburse for Naturopathic medical care and also will not cover costs of any laboratory or imaging orders. In these instances, a discount lab or imaging service will be offered if available and/or referral to a doctor who accepts Medicare will be arranged to access these services. All fees incurred for these services will be the sole responsibility of Member.

- 3.5. Burns and Broken Bones. This Service Plan does not cover any definitive treatment of 2nd and 3rd degree burns, bone fractures, and/or dislocations.
- 3.6. Surgery and Surgical Care. This Service Plan does not cover any type of surgery, preoperative and post-operative surgical care, casts, specialized surgical dressings, and/or any supplies, devices or appliances surgically inserted within the body that are not generally provided in a family practice setting.
- 3.7. Gastrointestinal Diagnostic Testing. This Service Plan does not cover any gastrointestinal diagnostic testing, including, but not limited to, colonoscopy or endoscopy.
- 3.8. Diagnostic testing, Radiological and Similar Testing. This Service Plan does not cover any diagnostic testing, radiological or similar testing, including, but not limited, to x-rays, PET scan, EKG, Echo cardiograms, CT or CAT scans, magnetic resonance imaging (MRI), mammograms, ultrasound, and nuclear medicine. It also does not include any fees that may be incurred for interpretation by radiologist or other specialists.
- 3.9. Orthotics. This Service Plan does not cover supportive devices for the foot, including, but not limited to, foot inserts, arch supports, heel pads and heel cups, and orthopedic/corrective shoes.
- 3.10. Dental Care. This Service Plan does not cover dental care, including, but not limited to, dental examinations, root canal treatments, the filling or replacement of teeth, the removal of teeth, alveolectomy, bone grafts, dental implants, dentures, treatment of injuries to the teeth, diseases of the teeth, gingival tissues, or soft tissue impactions.
- 3.11. Services Not Within Your Provider's Scope. This service plan does not cover any service that is not within the scope of your Primary Provider based on the applicable statutes, regulations, and industry practices in the state of Montana.
- 3.12. OB/Pregnancy, Maternity/Prenatal Care. This Service Plan does not cover any prenatal, obstetric, or pregnancy care including but not limited to ultrasound, prenatal visits, pregnancy screens, or delivery.
- 3.13. Prescription and Supplement Costs. This plan does not include any of the fees associated with the cost of or filling of prescription medications, neurtraceuticals, or supplements.
- 3.14. Psychiatric Care: This Service Plan does not include any psychiatric care including but not limited to psychiatric services, emergency psychiatric care, in or out patient psychiatric care, or any psychiatric medications.
- 3.15. Drug and Alcohol Dependency Treatment or Eating Disorder Treatment or Other Types of Rehabilitation Programs: This Service Plan does not include any drug and alcohol dependency or eating disorder treatment or other types of rehabilitation programs including but not limited to inpatient or outpatient programs, or any related medications.

- 3.16. Hearing care: This Service Plan does not include any hearing care including but not limited to hearing tests beyond basic in office exams, or hearing assistive devices.
- 3.17. Vision care: This Service Plan does not include any vision care including but not limited to vision tests beyond basic in office Snellen tests, glasses, contacts, or other vision related devices or assessments.
- 3.18. Facility fees: This Service Plan does not include any facility fees including but not limited to fees associated with Hospital, Nursing Home, Hospice Residential Care, Home Health and any other Facility fees.
- 3.19. Sterilization: This Service Plan does not include any sterilization procedures including but not limited to vasectomy or tubal ligation.
- 3.20. DOT (Truck Driver) Physicals: This Service Plan does not include DOT (Truck Driver) physicals.
- 3.21. Laboratory Testing. This Service Plan does not include costs incurred from laboratory testing including but not limited to Urine testing, Urine HCG Pregnancy Test, general blood testing (e.g. CBC, CMP, lipids, etc.), PAP smears, HPV testing, stool testing, saliva testing, or other related testing.
- 3.22. Tuberculosis Testing. This Service Plan does not include the Tuberculosis test (also called a PPD or Mantoux, and similar to a Tine test).
- 3.23. Dermatologic Procedures. This Service Plan does not include dermatological procedures including but not limited to mole removal, skin biopsy, wound biopsy, skin tag removal, or cauterization.
- 3.24. Additional Services and Procedures. If Elevate Health or provider(s) renders services beyond the scope of this Agreement, there will be added charges that are the sole financial responsibility of the Member. Member agrees to pay for these additional charges at the time of service. If these or any other additional charges are not paid at the time of service, Member agrees to allow Elevate Health to charge the Member account on file for those amounts. Additional services and procedures include but are not limited to:
 - 3.24.1. Prolotherapy. Prolotherapy is an injection therapy used to repair damage joints.
 - 3.24.2. Neuraltherapy. Neuraltherapy is an injection therapy used to treat chronic pain and nerve dysfunction.
 - 3.24.3. Trigger Point Injections. Trigger Point Injections are an injection therapy used to address conditions such as muscle spasm, muscle pain, specific pain patterns, headaches and referred pain.
 - 3.24.4. Neuro-Prolo Therapy. Neuro-Prolo Therapy is an injection therapy used to treat chronic pain.
 - 3.24.5. Subdermal, Subcutaneous, Intramuscular, and Intra-articular injections. These injections are used to administer various medications and vitamins.

3.24.6. In-Office Dermatologic Procedures. Dermatological procedures that are offered in the Clinic, such as wart removal may incur an additional fee that Member is responsible for.

3.25. Other Services. This Service Plan does not cover any services not currently offered by Elevate Health. New service offerings added by Elevate Health may be added to either Covered Services or Excluded Services at any time and at the sole discretion of Elevate Health.

4. Fees and Payment / Billing.

4.1. Service Plan Membership Fees. Continued Service Plan membership requires the monthly payment of the following fees (“Service Plan Membership Fees”), billed at the end of each month of membership. These fees are more fully detailed below.

4.1.1. Adult. Members who are 18 years of age or older: \$97

4.1.2. Youth. Members who are 17 years of age or younger: \$77

4.1.3. Family. Families consisting of two Adults and one Youth: \$197

4.1.3.1. Additional Family Plan Youth: Each additional Youth added to existing Family plan: \$47 each

4.2. Registration Fee. In order to initiate an active Service Plan membership, Members who are new patients of Elevate Health will be responsible for a registration fee of \$197 (one-hundred and ninety-seven dollars) (“Registration Fee”). Members who are established patients of Elevate Health will be responsible for a registration fee equal to their monthly Service Plan Membership Fee.

4.3. Payment / Billing. Service Plan Membership Fees will be billed monthly at the end of the Service Plan Membership month. Elevate Health requires that Member set up recurring electronic payments for Member’s monthly Service Plan Membership Fee using the link provided on the Elevate Health website. Member’s monthly payment will be processed on the same date each month unless Member’s Service Plan is terminated. Member hereby authorizes Elevate Health to make these charges or debits depending on the payment method Member authorized through Elevate Health’s website.

4.4. Fee and Benefit Changes. Elevate Health is always planning ahead to ensure Members have a great experience and sometimes Elevate Health may foresee changes in costs due to changes in regulations, products, and taxes. Thus, in order to continue to be able to provide excellence through care, Elevate Health may at times have to increase fees as a result. Elevate Health may, at any time and at its sole discretion, modify the Membership Benefits, Service Plan Membership Fees, and Registration Fee associated with the Service Plan. As a valued Service Plan member, you will receive notification 30

(thirty) days prior to any price changes. You must cancel to avoid paying for subsequent undesired renewal.

- 4.5. Late Cancellation and No-Show Policy. Notwithstanding Member's payment of Service Plan Membership Fees, members will be subject to Elevate Health's appointment cancellation policy. As of the date of this Agreement, Elevate Health requires 24-hour notice for canceling any appointments. There is a \$75 (seventy-five dollar) charge for canceled appointments if 24-hour notice is not given. Member will be charged the full non-Member cost of any scheduled visit Member neglects to come to without a call to alert Elevate Health that Member will not be able to make the visit. Special exceptions may be made for extenuating circumstances. Cancellation fees shall be charged to Members' account on file.

5. Term / Termination.

- 5.1. Term. Member's Service Plan membership commences on the date Elevate Health receives Member's Registration Fee ("**Effective Date**") and continues until 11:59 p.m. on the date immediately preceding the Effective Date in the following month (e.g. if Elevate Health receives Member's Registration Fee on January 10, membership will continue until 11:59 p.m. February 9) ("**Initial Term**"). At the end of the Initial Term, Elevate Health will automatically renew Member's membership in the Service Plan on a monthly basis (each a "**Renewal Term**"), provided that Member pays the Service Plan Membership Fees as detailed in Sections 4.1 and 4.3. The Initial Term and any subsequent Renewal Term shall collectively be referred to as the "**Term**".
- 5.2. Termination by Member. Notwithstanding the foregoing, Member may terminate membership in the Service Plan by notifying Elevate Health in writing at least thirty (30) days prior to the beginning of the next Renewal Term of Member's desire to terminate membership. There is a 30-day grace period to re-enroll without a Registration Fee. After the grace period elapses, if Member chooses to re-enroll in Elevate Health Service Plan, Member will be subject to payment of a new patient Registration Fee.
- 5.3. Termination by Elevate Health. Member's Service Plan membership may be terminated by Elevate Health for any reason or no reason upon thirty (30) days' written notice. If Elevate Health terminates Member's membership, upon Member's request, Elevate Health will provide reasonable assistance in locating other healthcare options, which may include recommendations for physicians in Member's area.
- 5.4. Cancellation of Service Plan for Non-Payment by Member. In the event Member fails to make timely monthly payments, Elevate Health may terminate this Agreement fifteen (15) days following non-payment of a monthly fee.
- 5.5. Access to Elevate Health services following Termination. In the event a Member's membership is terminated, either by Member or Elevate Health, Member may continue to receive services at Elevate Health on a pay-per-service basis consistent with Elevate Health's non-Member billing practices.

6. General Provisions

- 6.1. Dispute Resolution. In the event of any controversy or dispute between Member and Elevate Health related to or arising out of Member's Service Plan membership, the parties agree to meet and confer in good faith to attempt to resolve the controversy or dispute without an adversary proceeding. If the controversy or dispute is not resolved to the mutual satisfaction of the parties, either party will have the option of submitting the controversy or dispute to binding arbitration, to be conducted in Gallatin County, Montana. Such binding arbitration proceedings will be conducted in accordance with the procedures set forth by the American Arbitration Association with the non-prevailing party responsible for payment of all reasonable attorney's fees and costs as well as the cost of the arbitrator.
- 6.2. Assignment. Member may not assign or transfer their Service Plan membership or any interest therein to any other person or entity, and any such assignment or transfer shall be void. Elevate Health may assign or transfer this Service Plan without Member's consent, and any such assignment or transfer is binding upon and inures to the benefit of Member and Elevate Health and our respective successor and assigns.
- 6.3. Policies, Procedures, and Amendments. Elevate Health may, from time to time, develop policies and procedures in connection with the operation or administration of the Service Plan. Elevate Health may also amend the Service Plan, including those services listed in Section 2 "Covered Services", from time to time and in Elevate Health's sole discretion. Member shall be bound by all such policies, procedures and amendments.
- 6.4. Conflict. In the event of a conflict between these Terms and Conditions and any document, form or brochure, these Terms and Conditions shall control.
- 6.5. Entire Agreement. These Terms and Conditions and all Exhibits hereto (as we may modify or amend from time to time) constitute the sole and entire agreement between Member and Elevate Health with respect to the subject matter hereof and thereof, and supersede any and all prior written or oral agreements, discussions or understandings between Member and Elevate Health.
- 6.6. General Release. To the greatest extent enforceable by law, each Member, on behalf of himself or herself and each of their respective heirs, beneficiaries, successors and assigns, hereby forever releases and discharges Elevate Health, its affiliates, and each of their respective officers, directors, employees, agents and representatives from and against any and all liabilities, claims, demands, actions, and cause of action of any kind or character that such person has, or may have relating to or arising from use of services under the Service Plan. The sole recourse available to any such releasing person against Elevate Health is termination of your Service Plan membership in accordance with these Terms and Conditions.
- 6.7. Governing Law. This Service Plan shall be governed by and construed in accordance with the laws of the State of Montana without giving effect to the choice or conflict of laws of that or any other jurisdiction.

- 6.8. Privacy of Individually Identifiable Health Information. Elevate Health will maintain the privacy and confidentiality of all individually identifiable information about Member in accordance with all applicable statutes and regulations, including Elevate Health's Notice of Privacy Practices and other policies relating to healthcare information.
- 6.9. Notices. All notices, consents, approvals, requests, and communications required under these Terms and Conditions and this Service Plan shall be in writing and shall be deemed to have been given when delivered by first class mail, postage prepaid or by hand delivery to Member at the most recent address shown in Elevate Health's records and to Elevate Health at the address shown below:

Elevate Health
801 Main St, Suite 1C
Bozeman, MT 59715

- 6.10. Headings. The headings contained in these Terms and Conditions have been inserted for convenience only and do not define or limit the provisions hereof or the Service Plan.
- 6.11. Waiver. The waiver by Elevate Health of any breach of any provision of these Terms and Conditions by Member will not operate or be construed as a waiver of any subsequent breach by Member.
- 6.12. Severability. Any provision of these Terms and Conditions that is held to be inoperative, unenforceable, voidable or invalid in any jurisdiction will, as to that jurisdiction, be inoperative, unenforceable, void or invalid without affecting the remaining provisions of these Terms and Conditions in that jurisdiction or the operation, enforceability or validity of that provision in any other jurisdiction, and to this end, the provisions of these Terms and Conditions are declared to be severable. Any provision of these Terms and Conditions that is held to be inoperative, unenforceable, voidable or invalid will be enforced to the maximum extent permitted under applicable law.
- 6.13. Limitation on Number of Members. Elevate Health limits the number of individual Members in the Service Plan membership program. In the event the limit is reached, additional Members may not be allowed to join or may be delayed in joining as Members.
- 6.14. Regulatory Compliance. It is the intent of Elevate Health that the Service Plan comply in all respects with all applicable federal, state and local laws, regulations, rules and interpretive case decisions and Elevate Health has structured it with that specific intent. However, it is understood that such laws, regulations and case decisions are complicated and in a state of flux. Therefore, in the event that any provision of these Terms and Conditions is rendered invalid or unenforceable by a court of competent jurisdiction, or the applicable laws and regulations are altered by any legislative or regulatory body, or Member is notified in writing of Elevate Health's reasonable belief that these Terms and Conditions or any of its provisions may be declared null, void,

unenforceable, or in violation of applicable laws or regulations, the remaining provisions, if any, of these Terms and Conditions will nevertheless continue in full force and effect.

- 6.15. Reimbursement for Services Rendered. If this Agreement is held to be invalid for any reason, and if Elevate Health is therefore required to refund all or any portion of the monthly fees paid by Member, Member agrees to pay Elevate Health an amount equal to the reasonable value of the Services actually rendered to Member during the period of time for which the refunded fees were paid, up to the total amount of Service Plan Membership Fees paid by Member during their membership. In this event, Member authorizes Elevate Health to charge Member's credit card on file for the total amount due.
- 6.16. Taxes. Elevate Health makes no representation regarding the tax implications of membership of this agreement. Members are encouraged to seek the advice of a competent tax professional for advice regarding any related tax issues.
- 6.17. Insurance. This Agreement is NOT A HEALTH INSURANCE POLICY and THIS PRACTICE IS NOT INSURANCE. The membership fees required under this Agreement DO NOT apply towards any health insurance plan deductible. The membership under this Agreement DOES NOT BY ITSELF fulfill the personal health insurance mandate under the Affordable Care Act. Elevate Health recommends that all Members consider obtaining some form of health insurance depending on their individual healthcare needs.
- 6.18. Insurance Reimbursement. Neither Elevate Health nor their Physicians nor other providers will seek any reimbursement from any insurer, Medicare, Medicaid, or any third party payer for any services included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed in as evidenced by Member's acceptance of the terms of this Agreement in an Electronic Registration Form.