

**CORNER CLINIC INDIVIDUAL MEMBERSHIP AGREEMENT
(FOR INDIVIDUALS NOT ENROLLED IN MEDICARE)**

This Corner Clinic Individual Membership Agreement (the “*Agreement*”) is between the undersigned individual (“*Member*”) and Corner Clinic St. George, LLC (“*Corner Clinic*”). By clicking to accept or agree to the Agreement when this option is made available to you, you accept and agree to be bound and abide by this Agreement. This Agreement includes coverage for the persons listed on the Member List set forth in the onboarding system accessible through www.cornerclinic.com (the “*Member List*”), as may be updated from time to time by mutual agreement of the parties.

1. Term. The term of this Agreement will initially be for one month, beginning on the Effective Date (the “*Initial Term*”). The Agreement shall automatically renew for successive monthly periods (each a “*Subsequent Term*” and together with the Initial Term, the “*Term*”) unless either party cancels the Agreement in writing within 30 days prior to the end of the Term.

2. Limitations. This Agreement is NOT A HEALTH INSURANCE PLAN OR POLICY, and does not cover services or care given at any facility other than the participating clinics as shown below. Member further understands that Corner Clinic is NOT an insurance company. This Agreement includes only the specific services as outlined in Exhibit A, and does not include any major catastrophic medical care provided by emergency rooms, hospitals, services rendered by specialists or specialty clinics, or other entities not outlined specifically as a participating clinic.

3. Eligible Participants. Member may sign up a spouse and/or dependents, meaning individuals up to the age of 26 who are the son, daughter, stepson or stepdaughter of Member (“*Dependents*”) under this Agreement. Others outside of that relationship wishing to join as Members must have their own separate agreement. A valid picture ID is required to enroll in a membership and will be required to verify identity before receiving membership services, except in the case of a minor enrolled in the membership, who must be accompanied by a parent or legal guardian that is also enrolled in the membership.

4. Membership Fee Schedule.

(a) At the date of this Agreement, monthly membership fees (the “*Membership Fees*”) for each Member and his or her spouse or Dependent(s) participating in the services set forth on Exhibit A (the “*Services*”) are as follows:

- \$100 per each individual Member aged 19-44. \$130 per each individual Member aged 45 and greater. \$40 per each individual under age 19 with adult membership (unless spouse and/or Dependents are participating, in which case the rates set forth below apply);
- \$280 for Member aged 19-44, Member’s spouse, and Dependents. \$340 for Member aged 45 and greater, Member’s spouse and Dependents

(b) Payment Advance Discount. If Member agrees to a 12 month term, payable in

advance at the time of sign up, Member will receive a **5%** pre-tax discount applied to the applicable Membership Fees for such 12 month period.

(c) Enrollment Fees

- Initial enrollment fee of \$100. Subsequent enrollments are \$200

5. Payment. Monthly Membership Fees shall be paid by monthly charges to Member's credit card or debit card. Initial charge will include the first month's dues. Charges to Member's credit card or debit card will occur each month. Member shall update credit card or debit card information when necessary and in a timely manner, and will be responsible for any amounts owed to Corner Clinic regardless of whether the account or card is expired, cancelled, or otherwise not accepted for payment.

6. Payment Information. This Agreement authorizes Corner Clinic to keep credit card or debit card information on file, and to charge Member's applicable account for monthly fees without requiring Corner Clinic to obtain written authorization for each new charge.

7. Appointment Scheduling. Member understands that all Member and his or her participating spouse or Dependents, as applicable, included in this Agreement will not be scheduled for a patient appointment unless the membership fees have been paid up through or beyond the date of the desired appointment.

8. Termination/Cancellation. Member understands that Corner Clinic or Member may terminate this Agreement for any reason upon 30 days written notice. Member shall send such notice to **membership@cornerclinic.com**. Corner Clinic may terminate this agreement immediately upon written notice if Member fails to make payment in accordance with Corner Clinic's payment policies or if Member materially breaches this Agreement. If Member files a chargeback with a credit card company or bank against Corner Clinic, and Corner Clinic wins the dispute, then Member will be charged a \$40 chargeback fee.

9. Service and Fee Changes. Member understands that Corner Clinic may add or decrease services and participating clinics, or increase Membership Fees at any time. In the event of such changes, Corner Clinic will provide notice to Member(s) at least 30 days before the change. In the event Corner Clinic effects, a material decrease to its services or increases its Membership Fees, Member may terminate this Agreement immediately by providing written notice to Corner Clinic within 15 days following receipt of notice regarding the same.

10. Additional Charges. Member understands that there may be additional charges for equipment, laboratory, referral, or other services that are ordered through outside entities or Corner Clinic as a result of care given by a participating clinic or provider. This Agreement does not cover additional charges for such items. Only the services specifically outlined below in Exhibit A are covered by the Membership Fees and the Visit Fees. If a participating clinic or provider renders services beyond the scope of this Agreement, there will be added charges. The applicable Member must 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 agree to allow Corner Clinic to charge Member for those amounts.

11. No Additional Fees. Except for the Visit Fees paid by the Members, neither Member nor his or her participating spouse and Dependents shall have any fees beyond the Membership Fee for all pre-authorized services listed in Exhibit A.

12. Prohibition on Medicare Enrollment. Individuals also enrolled in Medicare are not eligible

to participate in the services provided under this Agreement. Corner Clinic shall not bill Medicare for the services or supplies provided to the Member or his or her participating spouse or Dependents under this Agreement, and Member agrees not to seek reimbursement from Medicare for any services or supplies provided under this Agreement. If Member is eligible for Medicare, or, during the term of this Agreement Member becomes eligible for Medicare, then Member hereby agrees and acknowledges that Member shall promptly inform Corner Clinic of such event in writing.

13. Right to Refuse Membership. Corner Clinic reserves the right to refuse membership to any person for any reason.

14. Participating Clinics. Participating clinics at the date of this Agreement include those clinics listed in Exhibit B of this Agreement.

15. Privacy Practices. Member hereby acknowledges receipt of Corner Clinic's Notice of Privacy Practices set forth in Exhibit C attached hereto.

16. Not an Insurance Plan. **MEMBER AGREES AND ACKNOWLEDGES THAT THIS AGREEMENT IS NOT AN INSURANCE PLAN, AND, NOT A SUBSTITUTE FOR HEALTH INSURANCE OR OTHER HEALTH PLAN COVERAGE SUCH AS MEMBERSHIP IN AN HMO.** Member understands that the visit and monthly Membership Fees required under this contract MAY NOT apply towards any health insurance plan deductible. Member also understand that Corner Clinic makes no representations regarding the tax implications of membership in this agreement. Member and Member are encouraged to seek the advice of a competent tax professional for advice regarding any related tax issues.

17. Member Obligations. Member shall submit Member's spouse and Dependents, if any, on the Member List, which form may be updated from time to time by Corner Clinic. In order to add or remove a Member, participating spouse or Dependent to or from the Member List, Member shall contact the Corner Clinic office via phone or by email at **admin@cornerclinicstgeorge.com**. Member must provide at least 5 days' written notice to add or remove a spouse and/or Dependents from the Member List. When removing a Member, spouse, or Dependent to or from the Member List, the change will not become effective until the next billing cycle and, once removed, such Member, spouse, or Dependent may not be again added to the Member List for a minimum period of six months from the date of removal, unless otherwise approved in writing by Corner Clinic.

18. Claims Not Submitted to Insurance Plans. Member understands that Corner Clinic under this Agreement will not submit a claim for payment to any health insurer or any health insurer's contractor or subcontractor for health care services provided to the Member(s) under this Agreement.

19. Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND EXHIBITS HERETO, CORNER CLINIC MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER.

20. Indemnification.

(a) Member shall indemnify, hold harmless, and defend Corner Clinic, its parent, affiliated and subsidiary companies, and the officers, members, directors, agents and employees of each ("**Corner Clinic Indemnitees**") from and against any and all third party liabilities, claims, causes of action, suits, losses, damages, fines, judgments, settlements and expenses (including any and all reasonable outside attorneys' fees and court costs) (collectively, "**Claims**") which may be suffered, made or incurred by any of such Corner Clinic Indemnitees arising out of or relating to (a) Member's breach of this Agreement, or (b)

any grossly negligent or intentionally wrongful act of Member or Member's spouse or Dependents.

21. Limitation of Liability. CORNER CLINIC WILL NOT BE LIABLE TO MEMBER FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST BUSINESS, REVENUE, OR ANTICIPATED PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE, AND WHETHER OR NOT CORNER CLINIC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CORNER CLINIC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EXCEED AN AMOUNT EQUAL TO AMOUNTS EARNED BY CORNER CLINIC WITHIN THE 12 MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO A CLAIM.

22. Waiver of Trial By Jury. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER-CLAIM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER.

23. Modifications; Waiver. This Agreement may not be modified except in a written document executed by Member and Corner Clinic. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.

24. Force Majeure. Neither party will be in breach or default of this Agreement by reason of its delay or failure to meet any obligation hereunder due to any event, circumstance, or cause beyond its control such as but not limited to: governmental regulation, acts of nature or terrorism. The affected party will be excused from performance for as long as such force majeure event prevents such party from performing its obligations under this Agreement.

25. Integration; Counterparts. Any previous agreements, written or oral, between Corner Clinic and Member with respect to the provision of care are merged into and superseded by this Agreement. The terms of this Agreement are the final and complete expression of the agreement between the parties. Notwithstanding the foregoing, the terms and conditions of any written agreement between the Member and Corner Clinic signed after the date hereof, including, without limitation, patient enrollment forms and acknowledgments, shall not be merged and superseded into this Agreement. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

26. Governing Law. This Agreement shall be governed by the laws of the state of Utah. The parties agree that any action arising out of or in connection with this Agreement will be heard in the federal and state courts in Salt Lake County in the State of Utah and each party hereby irrevocably consents to the exclusive jurisdiction and venue of these courts.

27. Severability. If any provision of this Agreement is held invalid or unenforceable by any court, the remaining provisions, to the extent consistent with the intent of Corner Clinic and Member, will not be affected, but will continue in full force and effect.

28. Notices; Communication. Any and all notices, requests, payments, demands and other communications, required or permitted hereunder shall be given to the respective parties in writing, either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, addressed to Member or Corner Clinic, as the case may be, at such address listed on the signature page hereto or as either party may from time to time designate by notice given as herein provided.

29. Change of Law. If there is a change of law, regulation or rule, federal, state or local, which affects this Agreement, or affects the rights and responsibilities of either party under the Agreement, or there is any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that such change will have a an adverse effect on that party's rights and responsibilities associated with this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of the Agreement hereto to within thirty (30) days after providing written notice to such party, then either party may immediately terminate the Agreement by notifying the other party in writing of the termination of this Agreement.

30. Right to Counsel. Member acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Member also acknowledges having had adequate opportunity to confer with legal counsel regarding this Agreement and has either chosen not to confer with legal counsel or has done so and is satisfied with the provisions of this Agreement.

31. Prevailing Party Legal Fees. The prevailing party shall be entitled to recover, in addition to any other amounts awarded, an amount for legal and other related costs and expenses, including attorneys' fees, incurred thereby that is reasonable and equitable in relation to the award.

This Agreement is not complete and binding unless the Member(s) also agrees to the provisions set forth in the Authorization for Automatic Payment attached here to as **Exhibit D** and any other patient related forms required by the entities providing care under this agreement. Those documents are hereby incorporated into this Agreement by this reference.

MEMBER

Name: _____

Signature: _____

Address for Notice:

CORNER CLINIC

Corner Clinic St. George, LLC

Name: _____

Title: _____

Signature: _____

Address for Notice: 2351 S River Rd.
St. George, UT 84790

EXHIBIT A

CORNER CLINIC SERVICES

The services provided under this Agreement are performed or directed by Corner Clinic practitioner's. The practitioners providing services under this Agreement are duly licensed to practice medicine and to otherwise provide such services within that practitioner's scope of practice.

The following specific services and categories of service will be provided to the Member and his or her participating spouse and Dependences under this agreement:

OFFICE VISITS & PHYSICALS

- Sick visits
- Annual physical exams
- Sports physicals
- LDS mission physicals

OTHER PROCEDURES

- Abscess incision and drainage, including dental abscess
- Removal of skin lesions (biopsy testing charged separately)
- Trigger point injections
- Removal of foreign body from ears, eyes, and nose
- Evaluation and treatment of minor nosebleeds
- Ear wax removal
- Evaluation and treatment of non-life threatening allergic reactions
- Evaluation and treatment of mild to moderate asthma exacerbations
- Nebulizer treatments for mild respiratory distress / croup
- Evaluation and treatment of migraine headaches
- Evaluation and treatment of dehydration
- EKG
- Callus shaving/removal
- Nail avulsion/removal
- Cryotherapy/freezing of lesions
- Straight catheterization of bladder
- IV infusions for dehydration

BREAKS, BURNS & BRUISES

- In-office x-ray with rapid radiology consultation
- Initial diagnosis and management of uncomplicated fractures including splinting and casting, as well as referral to orthopedic specialist as indicated
- Cast removal
- Treatment of sprains, strains, or other sports-related injuries with orthopedic referral as indicated
- Treatment of uncomplicated finger or toe dislocations/fractures
- Minor laceration repair including sutures, staples, or skin adhesive

- Assess / manage minor burns, including dressing changes
- Management and treatment of uncomplicated wounds

LAB WORK & VACCINATIONS

- Flu shots
- Lab draws, cultures, and STD testing
- Onsite labs: Urinalysis, rapid strep analysis, rapid mono analysis, pregnancy exam, rapid H. Pylori, hemoglobin A1c, PAP smear
- Drug testing
- Routine Vaccinations: Tdap, Influenza

SERVICES NOT PROVIDED UNDER THIS AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO:

- Substance abuse or withdrawal
- Allergy testing
- Worker's compensation
- Pregnancy & pregnancy-related conditions, including infertility
- Cancer or other chronic illnesses, such as heart disease or neurological diseases
- Compound fractures (bone protrudes through skin)
- Convulsions, seizures, or loss of consciousness
- Deep knife wounds or gunshot wounds
- Fever in a newborn less than 3 months old
- Child fevers greater than 104 degrees
- Heavy, uncontrollable bleeding
- Moderate to severe burns
- Poisoning
- Serious head, neck, or back injuries
- Severe abdominal pain
- Indicators of cardiovascular disease (severe chest pain or difficulty breathing)
- Indicators of stroke (e.g. loss of vision, sudden feeling numb, weakness, slurred speech, or confusion)
- Severe mental illness, including suicidal or homicidal feelings
- Changes in mental status, such as confusion
- Coughing or vomiting blood
- Renal failure
- Any care given by a provider not listed as participating in this membership, any care in the sole determination of the provider that is best handled in the emergency room of a hospital, any procedure in the sole determination of the provider that falls outside of his or her area of training or expertise, or care rendered by specialists or specialty clinics.

EXHIBIT B

PARTICIPATING CLINIC LOCATIONS

Corner Clinic St. George

2351 S River Rd. #5
St. George, UT 84790

Corner Clinic Sunset

1930 W Sunset Blvd #94
St. George, UT 84770

EXHIBIT C

NOTICE OF PRIVACY PRACTICES

(attached)

EXHIBIT D

AUTHORIZATION FOR AUTOMATIC PAYMENT

I hereby authorize the Corner Clinic and or their assign to charge the above referenced credit card or debit card automatically every month, and apply those charges to the membership fees required for participation in the direct primary care membership offered through the Corner Clinic, and to any other charges I incur from services received through the participating clinics or providers that are not covered by the membership. I understand that I will remain responsible for recurring charges, additional late fees and any other applicable charges if the withdrawal to the bank account I have listed above is denied for insufficient funds or the account otherwise becomes unavailable.

I acknowledge that no entries may be made that violate the laws of the State of Utah, or the laws of the United States. I agree to indemnify the originating depository institution and any third party service providers involved in processing entries made hereunder against all claims, demands, losses, liability, or expense including attorney's fees and costs that result directly or indirectly from a failure to abide by the terms of this Agreement, or a violation of the law.

I understand it is my responsibility to notify the Providers of changes to my address, phone number, email address and other billing or contact information. An inability to collect membership fees due to incorrect or outdated billing information will result in the termination of my membership, including family members signed up under the membership.

This authority is to remain in full force and effect until Corner Clinic have received written notification from the undersigned of its termination in such time and in such manner as to afford Corner Clinic a reasonable opportunity to act on it. Following termination of the authority granted hereby, Member shall make payments due to Corner Clinic at such time and in such manner as set forth in the Agreement