

MEMBERSHIP AGREEMENT
Magnolia Health Care, Inc.

This is an agreement between Magnolia Health Care, Inc., a South Carolina healthcare corporation, located at 619 S. Dargan Street (MHC), Emmanuel Quaye, (Physician) in his capacity as agent of MHC, and you, (Patient).

Background

The physician, who specializes in internal medicine and functional, integrative medicine, delivers care on behalf of Magnolia Health Care, at the address set forth above. In exchange for certain fees paid by you as the Patient, Magnolia Health Care, through its physician, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement. (Appendix 1, non-covered services)

Definitions

1. Patient. A patient-member (henceforth known as Patient) is defined as those persons for whom the Physician shall provide Services, and who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference to this agreement.
2. Services. As used in the Agreement, the term Services, shall mean a package of services, non-covered and non-medical, and certain amenities (collectively "Services"), which are offered by Magnolia Health Care, and set forth in Appendix 1.
3. Terms. This agreement shall commence on the date signed by the parties below and shall continue for a period of one year, automatically renewed. The coverage term shall be the 12-month cycle beginning in the month that agreement is signed.
4. Fees. In exchange for the services described herein, Patient agrees to pay Magnolia Health Care the amount as set forth in Appendix 3, attached. This fee is payable upon execution of this agreement, and is in payment for the services provided to Patient during the term of this Agreement. If this Agreement is cancelled by either party before the agreement termination date, then Magnolia Health Care shall refund the Patient's prorated share of the original payment remaining after deducting individual charges for services rendered to Patient up to cancellation.
5. Participation in Insurance. Patient acknowledges that Magnolia Health Care, and the Physician, participate in health insurance or HMO plans or panels, including Medicare. This agreement covers services not ordinarily covered by your health insurance, and includes services that would be classified as Prevention, and Wellness. (Appendix 1) If Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Patient will sign the agreement attached as Appendix 2, and incorporated by reference. This agreement acknowledges your understanding that the Physician accepts Medicare assignment of benefits and Medicare pays for your office visit. Non-medical services provided under this agreement are not covered by Medicare, and as a result, Medicare cannot be billed

for any non-medical services performed for you by the Physician that are covered by this agreement. Patient shall renew and sign the agreement in Appendix 2 yearly.

6. Insurance or Other Medical Coverage. Patient acknowledges and understands 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). It will not cover hospital services, or any services not personally provided by Magnolia Health Care. Patient acknowledges that Magnolia Health Care has advised that patient obtain or keep in full force such health insurance policy(s) or plans that will cover Patient for general healthcare costs. Patient acknowledges that this Agreement is not a contract that provides health insurance, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry.

7. Term; Termination. This Agreement will commence on the date first written in Appendix 1 and will extend for 12 months. Notwithstanding the above, both Patient and Magnolia Health Care shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving 30 days prior written notice to the other party. Unless previously terminated as set forth above, at the expiration of the initial one month term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee at the start of the contract month.

8. Communications. Patient acknowledges that communications with the Physician using e-mail, facsimile (fax), video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, Patient expressly waives the Physician's obligation to guarantee confidentiality with respect to correspondence using such means of communication. Patient acknowledges that all such communications may become a part of your medical records. By providing Patient's email address on the attached Appendix 1, Patient authorizes Magnolia Health Care and its Physicians to communicate with Patient by email regarding Patient's "protected health information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations). By inserting Patient's email address in Appendix 1, Patient acknowledges that: (a) Email is not a secure medium for sending or receiving PHI and there is always a possibility that a third party may gain access; (b) Although the Physician will make all reasonable efforts to keep email communications confidential and secure, neither Magnolia Health Care, nor the Physician, can ensure or guarantee the absolute confidentiality of email communications; (c) Email communications may be made a part of Patient's permanent medical record; (d) Patient understands and agrees that email is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquires regarding sensitive information. In the event of an emergency, or a situation which could be reasonably expected to develop into an Emergency, the Patient shall call 911 or the nearest Emergency room and follow the directions of the emergency personnel.

If the patient does not receive a response to an email message within one day, Patient agrees to use another means of communication to contact the Physician. Neither Magnolia Health Care nor the Physician will be liable to Patient for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Patient as a result of technical failures, including, but not limited to technical

failures attributable to any internet service provider, power outages, failures of any electronic message software, or failure to properly address email messages, failure of the Practice's computers or computer network, or faulty telephone or cable data transmission, any interception of email communications by a third party, or Patient's failure to comply with the guidelines regarding use of email communications set forth in this paragraph.

9. Change of Law. If there is a change of any law, regulation or rule, federal, state, or local, which affects the Agreement including these Terms & Conditions, which are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations, or operations 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 the Agreement including these Terms & Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five days after the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.

10. Severability. If for any reason any provision of this Agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form that provision shall then be enforceable.

11. Reimbursement for services rendered. If this Agreement is held to be invalid for any reason, and if Magnolia Health Care is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Magnolia Health Care an amount equal to the reasonable value of Services actually rendered to Patient during the period for which the refunded fees were paid. **Appendix 4**

12. Amendment. No amendment of this Agreement shall be binding of a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, the Physician may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending Patient 30 days written advance notice of any such change. Any such changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by Magnolia Health Care, except that Patient shall initial any such change at Magnolia Health Care's request. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in this Agreement.

13. Assignment. This Agreement, and any rights the Patient may have under it, may not be assigned or transferred by Patient.

14. Relationship of Parties. Patient and the Physician intend and agree that the Physician, in performing duties under this Agreement, is an independent contractor, as defined by the guidelines promulgated by

Appendix 1

Services and Payment Terms

1. Medical Services. As used in this Agreement, the term services shall mean those medical services that the Physician is permitted to perform under the laws of the State of South Carolina and that are consistent with the Physician's training and experience as a family medicine physician.

2. Access to Non-Medical, Personalized Services. Magnolia Health Care shall provide Patient with the following Non-Medical Services:

(a) 24/7 Access. Patient shall have access to the Physician via text messaging, email, video chat, and cell phone on a 24 hour per day, 7 day per week basis. It will be understood that communications outside of regularly scheduled business hours should be made for urgent issues and routine issues should be held until regularly scheduled business hours resume. Patient shall be given a phone number where patient may reach the Physician directly around the clock. The Physician may from time to time, due to vacation, sick days, and other similar situations, not be available to provide the services referred to above in paragraph 1. During such times, Patient's calls to the Physician, or to the Physician's office, will be directed to a physician who is "covering" for the Physician during his/her absence. In an unforeseen situation where the Physician is unavailable emergently, Magnolia Health Care will make every effort to arrange for coverage but cannot guarantee such coverage.

(b) Email Access. Patient shall be given the Physician's email address to which nonurgent communications can be addressed. Such communications shall be dealt with by the Physician in a timely manner. Patient understands and agrees that email and the internet should never be used to access medical care in the event of an urgent or emergent situation or any situation that Patient could reasonably expect may develop into an emergency. Patient agrees that in such situations, when a Patient cannot speak to Physician immediately in person or by telephone, that Patient shall call 911 or the nearest Emergency medical assistance provider and follow the directions of the emergency provider.

(c) No Wait or Minimal Wait Appointments. Every effort shall be made to assure that Patient is seen by the Physician immediately upon arrival for a scheduled office visit or after only a minimal wait. If Physician foresees a minimal wait time, Patient shall be contacted and advised of the projected wait time.

(d) Same Day/Next Day Appointments. When Patient calls or emails the Physician prior to noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule an appointment with the Physician on the same day. If the patient calls or emails the Physician after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule Patient's appointment with Physician on the same or following normal office day.

(e) Home or Office Visits. Patient may request that the Physician see Patient in Patient's home or office, and in situations where the Physician considers such a visit reasonably necessary and appropriate, the

Physician will make every reasonable effort to comply with Patient's request. If Patient expects all visits (including routine and wellness visits) will be required to be made as Home Visits by the Physician, Patient, MHC and Physician will negotiate a separate addendum to this agreement.

(f) Visitors. Visitors temporarily visiting a Patient from out of town may, for a two-week period, take advantage of the services described in (a), (c), and (d) of this Appendix on a fee-for-service basis and as availability with the Physician reasonably allows. Visitors who are Medicare or Third Party Beneficiaries may have to pay an access fee in order to be treated by Magnolia Health Care.

(g) Specialists. Magnolia Health Care Physicians shall coordinate with medical specialists to whom Patient is referred to assist Patient in obtaining specialty care. Patient understands that fees paid under this Agreement do not include and do not cover Specialists' fees or fees due to any medical professional other than Magnolia Health Care Physicians.

(h) Functional and integrative medicine. MHC and Physician shall at Physician's discretion, incorporate principles of functional and integrative medicine, including diet, nutrition and lifestyle interventions; non-traditional modalities such as massage, acupuncture, stress management techniques (yoga, meditation etc.) to diagnose and treat medical conditions with a goal to identifying root cause, reversing the disease process and providing healing.

(i) Special services, including weight management anti-aging treatments, and detoxification support are available as part of our functional medicine package. Members will have access to these services at the cost of any supplements required during implementation of treatment protocols. All recipes, documents and educational materials are at no extra cost. These include treatments not approved by the Food and Drug Administration.

(j) Under this agreement, MHC and Physician state that it is our goal to reduce your disease burden, reduce the number of times you have to see a doctor or go to the hospital (inpatient, emergency department) or be admitted; it is our goal to reduce the number of drugs you have to take, and improve your overall wellbeing. We acknowledge that success will depend on Patient's willingness to partner with MCH and Physician for any intervention.

(k) email address: _____

Appendix 2

Medicare Patients Review This

NOTICE OF POSSIBLE MEDICARE DENIAL

Medicare will only pay for services determined to be reasonable and necessary under Section 1862 (a) (l) of Medicare Law. These include office visits when the diagnosis is covered, and the treatment is not considered experimental. If a particular service is considered not acceptable and unnecessary under Medicare standards, Medicare will deny payment for those excluded services. Significantly, Genetic tests are not covered. You will be notified before any such test is performed.

MEDICARE NOTICE

Medicare considers some of Emmanuel Quaye's services to be educationally oriented towards prevention and nutrition (CPT codes 99381-99404 and diagnostic ICD-9 codes other than a disease or injury classifiable in categories 001-999). Medicare may not cover any part of your clinical work up, evaluation or treatment.

The Physician will be using a diagnostic and treatment system based on functional and integrative medicine principles as outlined by the Institute of Functional Medicine. Some elements of this system may be considered experimental or geared toward prevention, and therefore not covered by Medicare.

Functional medicine is a science-based healthcare approach that assesses and treats underlying causes of illness through individually tailored therapies to restore health and improve function.

Emmanuel Quaye will be acting as your consultant using these principles to help you understand your present condition and what alternatives are available to you to help you achieve your intentions for improved health.

Your signature below will function as the requirement by your insurance carrier for you to acknowledge that you understand that some of the work of Emmanuel Quaye does not fall under the usual and customary therapy covered by reimbursement by the CMS (Medicare).

Signed: _____ Date: _____

Name: _____

Appendix 3

Fees

A monthly fee of one hundred dollars (\$100.00) a month is expected from Patient or the patient's representative at the beginning of each month. This amount is expected whether you are seen during the month or not. Patients who have an appointment during the current month may make the patient when they come in for their appointment.

This fee covers your office co-pay and the non-medical services outlined in Appendix 1. It does not cover your annual deductible, nor supplements and vitamins purchased through MHC, nor does it cover any non-covered labs done at reference labs, nor at MHC.

Patients who pay an annual lump sum will have a discounted fee of one thousand dollars (\$1000.00) onetime payment.

The fee listed in this appendix may be paid with your Health Saving Account (HSA), based on the terms of coverage. The fee is not covered by insurance. If you believe your insurance covers this fee, you will be provided with an invoice to submit to your health insurance company.

The second member of a couple will get a 50% discount on their payment. Family discounts are also available.

Individuals: Monthly: \$100

 Annualized: \$1000

Couples: Monthly: \$150

 Annualized: \$1500

Families: Ask about our family and discount packages.

Appendix 4

Services and Charges

The following charges for services represent charges and fees for medical and non-medical/non-covered services at Magnolia Health Care, Inc. These charges do not reflect any agreements between Magnolia Health Care, Inc., Dr. Emmanuel Quaye and any third party payers. Non-medical and non-covered services are covered under the membership agreement.

Magnolia Health Fee for Service (Out of pocket – no insurance)

1	Initial office visit (regular patient)	ask
2	Follow-up office visit (regular patient)	ask
3	Functional Medicine initial visit	\$800
4	Functional Medicine follow up visit	\$500
5	MHC Weight Management (6 month contract)	\$1800
6	MHC Weight Management (12 month contract)	\$3500
7	MHC Weight Management Initial (w/o contract)	\$400
8	MHC Weight Management follow up (w/o contract)	\$325
9	MHC Detoxification (Detox) Program initial	\$400
10	MHC Detox follow up	\$200
11	IV Nutrition Therapy	ask
12	IV Chelation Therapy	ask
13	Telephone/Telehealth/Email/Text	\$25/5 min

Magnolia Health Fees (For non-members with insurance)

1.	Initial and follow up office visits	Co-pay + deductible
2.	Functional Medicine initial visit*	\$400
3.	Functional Medicine follow up visit*	\$250
4.	MHC Weight Management	Non-covered service
5.	MHC Detox Program	Non-covered service
6.	IV Nutrition and IV Chelation	Non-covered service

(*) The access fee for functional medicine patients with insurance covers non-medical preparations for the initial and subsequent office visits, and review of records prior to the visits. This non-medical service includes research and literature review into the condition, established, non-approved treatments as well as new and coming treatments available for the patient's condition. This may include calls to known experts within the functional and integrative medicine fields.

For Medicare patients, the insurance covers the fee for the service if the service is provided as part of a comprehensive treatment to manage a covered condition (example – management of obesity in a diabetic patient). Functional medicine access fees are not covered by insurance.

AUTOMATIC DEBIT/ CREDIT CARD BILLING AUTHORIZATION

To enjoy the convenience of automated billing, simply complete the Credit/Debit Card Information section below and sign the form. All requested information is required. Upon approval, you will be enrolled in a monthly auto-deduction subscription plan. The date of debit will occur monthly on today's calendar date.

Customer Name(s) _____

Payment Information

I authorize Magnolia Health Care, Inc. to automatically bill the card listed below as specified:

Amount: \$ _____ Frequency: monthly

Start billing on: ___/___/___ End billing when: customer provides written cancellation

Credit/Debit Card Information

Credit card type: _____ Credit card number: _____ Expires: _____

Cardholder's name: _____ CVC (Security) Code: _____