

MEMBERSHIP AGREEMENT

This Agreement involves membership services to be furnished by Enara Health Group, P.C., a California professional medical corporation DBA (“Medical Group”). The membership is managed by Enara Health, Inc., a Delaware corporation (“MSO”), on behalf of the Medical Group.

This Agreement is between you, the undersigned (“Member” or “You”) and Medical Group and their employees and agents (collectively “Medical Group”), and it describes the terms and conditions under which you may participate in Medical Group’s membership program (the “Program”). This Agreement is effective on date signed.

Effective Date of Agreement. This Agreement will be effective on the day you start the program, which is the day you meet with your medical provider for the initial medical visit.

THE PROGRAM

General Description of the Program

Through the Program, we will address your overall health in a unique, holistic/systems-oriented, and more intensive way than you would normally do through a more conventional, ‘cookbook’ approach.

Membership Services

The Program’s membership fee encompasses the following services (“Services”)

1. 30 medical, nutritional, behavioral, and exercise visits with Medical Group as it relates to weight loss.
2. Unlimited body impedance testing to help you track your fat and muscle change as you progress through the program.
3. 3 Metabolic tests per year
4. EKG testing if needed.
5. Wireless scale integrated with Enara Health App
6. 24/7 chat and mobile monitoring of health data by your providers exceeding the 20 minutes covered by your insurance.
7. Recipes, Meal plans, and exercise tracking
8. Enara Health Genetic Testing

The Program does not include the following: labs, medications, dietary supplements, emergency or urgent care, or diagnostic and treatment services not mentioned above. In addition, Medical Group does not routinely prescribe or fill narcotic medications.

Medical Group may amend, add or discontinue services provided in Membership at any time with three (3) days' advance written notice to Member.

The Services are intended to be services that are not likely covered by private health insurance policy, private health plan or government program, including, but not limited to, Medicare/Medicaid, in which Member is enrolled (individually and collectively, the "Health Insurance Plans"). As such, the Services may be amended or modified in Medical Group's sole discretion, to the extent necessary to reflect any change in interpretation or terms of coverage and benefits of the Health Insurance Plans; in such case, Medical Group will provide you with written notice. I understand that Medical Group will not bill for the above services and that this membership fee will cover my responsibility. I cannot appeal coverage for these services if insurance is not billed.

THE PROGRAM IS NOT INSURANCE

You understand and acknowledge that the provision of Services under this Agreement constitutes the establishment of a direct relationship between you and Medical Group, and is therefore not subject to any guidelines, restrictions or contracts established by health insurance companies, health maintenance organizations, hospital service organizations, or Medicare/Medicaid programs. Accordingly, you agree not to submit a claim to Medicare or any of the Health Insurance Plans for services under this Agreement, and acknowledge that no reimbursement will be provided under any of the same for the Fee or Services.

You understand that this Agreement is not an insurance plan, not a contract for health insurance, 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 included in the Services. In the event of an emergency, Member will call 911 or the nearest emergency room, and follow the directions of emergency personnel. The Fee only covers the Services.

You understand that Medical Group will not seek reimbursement for any of the Services or the Fee from any insurer or third-party payer, including but not limited to, Medicare/Medicaid, in which Member may be enrolled. To the extent any one of the Services are considered covered and reimbursable benefits by any of the Health Insurance Plans, the Fee is consideration for the remaining Services.

FEES & BILLING

The Program Fee ("Fee") is as follows:

\$400 per month per Member per month, for 12 months following the Effective Date, for a total of \$4800; provided that Medical Group will allow a prompt pay discount of \$960 (or 20%) if Member pays \$3840 in total on the Effective Date.

This is an Agreement for a Term of twelve (12) months following the Effective Date, which means that by signing, you (the Member) are committed to the full Fee defined above and will be billed for the full first twelve (12)-month period. Thereafter, once the 12-month Term

has expired, your Membership automatically renews every month, on the same terms as indicated in this Agreement, on a monthly basis, unless canceled by you in writing in accordance with this Agreement (see *Cancellation, Termination*), in which case cancellation will be effective on the last day of the month in which Medical Group receives the cancellation notice. For example, if on February 27 you mail Medical Group a notice of cancellation and Medical Group receives the notice on March 1, then your Membership renews for March and will terminate on the last day of March.

Member must provide current, complete and accurate information regarding Member's billing account. Member must promptly update all information to keep Member's billing account current complete and accurate (such as reporting changes in billing address, credit card number, or credit card expiration date, as well as if the payment method is cancelled due to loss or theft). If Member fails to provide any of the foregoing information, Medical Group may nonetheless charge Member for any Services hereunder, unless Member has cancelled or terminated as specified hereunder (see *Cancellation, Termination*).

If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), you have the right to receive, and we will provide, notice of the amount to be charged and the date of the next charge at least 10 days before the scheduled date of the transaction. If you do not agree with the new amount in the notice, you will have an opportunity to cancel the transaction by contacting Medical Group at billing@enarahealth.com; provided, however, that Medical Group may nonetheless charge Member as otherwise provided hereunder.

CANCELLATION, TERMINATION

You may cancel your Membership at any time within the first 30 days after the Effective Date, by written notice to us at: billing@enarahealth.com. After the first 30 days, a cancellation fee of \$800 is applied. **You will be responsible for returning any equipment you were given in connection with your acceptance of this agreement in event of cancellation or termination.**

Fees will continue to accrue until a written cancellation notice is received. The cancellation will be effective on the last day of the month in which the cancellation notice is received. If requested, a final appointment, charged at the usual rate, will be scheduled to bring our partnership to a proper close and create a final plan for you to follow on your own or with a new provider.

An individual may not be accepted for or may be terminated from Membership in Medical Group if Medical Group in its sole discretion determines that the Members needs a level and type of medical care other than may be provided through the Program. Medical Group may decline to accept an individual as a Member, if Medical Group in its sole discretion has reached its maximum capacity. Further, your Membership may be terminated by Practice at any time, at the sole discretion of Medical Group, for nonpayment of fees, abusive or disruptive conduct or harassment, repeated failure to follow treatment recommendations, or fraud.

OTHER TERMS

Fair Market Value. The Practice believes that the Fee represents fair market value of the services contemplated hereunder; is not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties for which payment may be made, in whole or in part, under Medicare or any state health care program, as defined under Section 1128B of the Social Security Act; and does not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law. Nothing contained in this Agreement, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence, or otherwise induce or solicit either party regarding referrals of business, or recommending the ordering of any items or services, of any kind whatsoever to the other party or any of its affiliates, or to any other person, or otherwise generate business between the parties; or (ii) to interfere with a patient's right to choose his or her own health care provider, or with a physician's medical judgment regarding the ordering of any items or services.

Not Primary Care: You understand, acknowledge, and agree that this membership agreement does not pertain to any primary care services that Medical Group may or may not offer. This membership is restricted to weight loss and chronic disease programs offered on Enara Health, Inc's online and telehealth platform and serviced by the Medical Group.

Disclaimer of Warranties; Limitation of Liability. Medical Group disclaims all warranties, both express and implied, including any warranty of non-infringement, fitness for a particular purpose or merchantability; and Medical Group's liability hereunder shall be limited to the aggregate fees paid to Medical Group by you for the Program until termination. Medical Group has no liability to you for any incidental and consequential damages, whether or not foreseeable or contemplated by Medical Group (including but not limited to any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Member, whether from technical failures or otherwise).

Disclaimer of Guarantee: Member accepts and agrees that she/he is 100% responsible for progress and results from the Program. Medical Group makes no representations or guarantees verbally or in writing regarding performance of this Agreement other than those specifically enumerated herein. Although Medical Group aims to enhance overall health and wellness which can lead to good outcomes, Medical Group makes no guarantee or warranty that the Program will meet your requirements or that all participants will achieve the same results, or any particular result (including, for example, cure of a particular disease).

Indemnification: Member will defend, indemnify, and hold harmless Medical Group, Medical Group's shareholders, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever—including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorney's fees, and disbursements—which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of services or products or services under this Agreement; excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by Medical Group, or any of its shareholders, trustees, affiliates or successors.

Intellectual Property: Medical Group's copyrighted and original materials will be provided to Patient for individual use only and a single-user license. Member is not authorized to use any of

Medical Group's intellectual property for your business purposes. Member is not authorized to share, copy, distribute, or otherwise disseminate any materials received from Medical Group electronically or otherwise without the prior written consent of Medical Group. All intellectual property, including Medical Group's copyrighted course materials, shall remain the sole property of Medical Group. No license to sell or distribute Medical Group's materials is granted or implied.

Clear understanding. You acknowledge that the terms of this Agreement are clear and that no undue pressure has been exerted on you to sign this Agreement.

Notices and Communications. Any communication required or permitted to be sent under this Agreement shall be in writing and sent via U.S. mail or email to the addresses set forth in this Agreement. Any change in address shall be communicated in accordance with this section; and Member is solely responsible for updating Medical Group with respect to any change of address (including email address).

If you wish to send email communications to and receive email responses from Medical Group, you acknowledge that email is not a secure medium for sending and receiving potentially sensitive personal health information. You also acknowledge and understand that an email or secure message in any form is not a good medium for urgent or time-sensitive communications. In the event a communication is time-sensitive, you must communicate with Medical Group by phone or in person. You acknowledge and understand that, at the discretion of Medical Group, your email may become part of your medical record.

Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and the application of such provision to other persons or circumstances shall be interpreted so as reasonably to effect the intent of the Parties. This Section shall survive termination or expiration of this Agreement.

Entire Agreement; Amendment. The undersigned agrees to the terms of this Agreement, all of which are expressed herein. There are no promises or representations except as set forth in the Agreement. No amendment of this Agreement shall be binding on a party unless made in writing and signed by all parties. Notwithstanding the foregoing, Medical Group may unilaterally amend this Agreement to the extent required by law or regulation by sending Member advance written notice of any such change; any such changes are incorporated into this Agreement by reference without the need for signature by the parties and are effective as of the date established by Medical Group.

No assignment: This Agreement is not transferrable or assignable without Medical Group's prior written consent.

Governing Law. This Agreement shall be governed by and construed in accordance with laws of the State of California without regard to California's choice of law provisions.

Arbitration. In the event that any dispute arises between the parties arising out of or related to the validity, interpretation, enforcement, or performance of this Agreement, or otherwise arising out of the relationship between the parties or the termination of that relationship, and a party wishes to pursue the dispute, such party shall submit the dispute to binding arbitration in accordance with the Commercial Rules of the American Arbitration Association (“AAA”). The Arbitration shall be held in San Mateo, California. The arbitrator(s) shall apply California substantive law, or federal substantive law where state law is preempted. The arbitrator(s) shall have the power to grant all legal and equitable remedies provided by the above state law and award compensatory damages provided by the above state law, except that punitive damages shall not be awarded. The arbitrator(s) shall prepare in writing and provide to the parties an award including factual findings and the legal reasons on which the award is based. The arbitrator(s) shall not have the power to commit errors of law or legal reasoning. Any judicial review of the arbitrator(s) decision shall be governed by the above state law. EACH PARTY HAS READ AND UNDERSTANDS THIS SECTION, WHICH DISCUSSES MEDIATION AND ARBITRATION. EACH PARTY UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, THE PARTY AGREES TO SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH, OR TERMINATION THEREOF TO ARBITRATION, AND THAT THE DISPUTE RESOLUTION PROVISIONS SET FORTH IN THIS SECTION CONSTITUTE A WAIVER OF THE PARTY’S RIGHT TO A JURY TRIAL.

Please keep a copy of this Agreement for your reference. You may submit this Agreement and the other forms by mail, e-mail, fax or in-person.

By my signature below, I agree to the terms and conditions of this Membership Agreement.

I have carefully read this form, which is printed in English, and acknowledge that English is a language I read and understand, and that I understand the form. I do not feel rushed or impaired, nor am I under the influence of a sedative or sleep-inducing medication. I accept and agree to all of the terms above. I am free to refuse or withdraw my consent and to discontinue participation in any treatment, service, or research at any time without fear of reprisal against or prejudice to me. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. I may request and receive a copy of this form from the Practice. If any portion of this form is held invalid, the rest of the document will continue in full force and effect.

Contact Information for Enara:

Attention: Billing (Membership)
Enara Health Group, P.C.
1650 S Amphlett Blvd #115
San Mateo, CA 94402
(650) 319-8654

billing@enarahealth.com