TENDWELL DIRECT HEALTH CARE CLINICAL PROGRAM AGREEMENT

This Agreement sets forth the terms of your membership in Tendwell's Direct Health Care Program ("Clinical Program") with Tendwell, LLC, or Tend Functional Health, A Holistic Nursing & Adult Health NP Practice, PLLC (individually a "Tendwell Practice" and collectively "Tendwell"). The Clinical Program is designed to provide you with direct personalized medical services.

INITIAL NOTICES:

NOT HEALTH INSURANCE. THIS AGREEMENT IS NOT HEALTH INSURANCE AND DOES NOT MEET ANY INDIVIDUAL HEALTH INSURANCE MANDATE THAT MAY BE REQUIRED BY FEDERAL OR STATE LAW, INCLUDING THE FEDERAL PATIENT PROTECTION AND AFFORDABLE CARE ACT AND COVERS ONLY LIMITED ROUTINE HEALTH CARE SERVICES AS DESIGNATED IN THIS AGREEMENT

BINDING ARBITRATION. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Member understands and accepts the above notices.

1. Tendwell Clinical Program and Fees.

The Clinical Program offers different options, each with a different scope of services and fees. You must select your desired Clinical Program option from the available list(s) on the Tendwell website (see https://www.tendwellhealth.com, https://www.tendwellhealth.com/membership, and https://www.tendwellhealth.com/womens-health). The parties agree to the scope of services, fees and other terms set forth in this Agreement and on Tendwell's website at https://www.tendwellhealth.com/membership, https://www.tendwellhealth.com/womens-health and https://www.tendwellhealth.com/faq, all of which constitute the terms of the Clinical Program. The terms of the Clinical Program may change from time to time, and you will receive at least thirty (30) days' advance notice of such changes.

Clinical Program Fees are fully due and payable at the time of enrollment. Clinical Program Fees are non-refundable.

2. No Emergency Care; Certain Services and Items Excluded.

If you have an emergency, you must dial 911. Tendwell does not treat emergencies.

Tendwell is a holistic medical practice that provides a range of professional services. While its practitioners can order prescriptions, ancillary services such as diagnostic tests/x-rays, and laboratory services, it does not provide medications or those services itself. Payment for medications and ancillary services is arranged directly between you and the provider of those medications or services. Tendwell does not undertake any responsibilities with respect to the

provision of or payment for medications or ancillary services by third parties. Similarly, Tendwell may refer you to medical specialists who are not Tendwell providers. Payment for specialists and other medical providers' services is arranged directly between you and the provider. Tendwell does not undertake any responsibilities with respect to the provision of or payment for such services. Tendwell may recommend certain third parties to you, but you are under no obligation to accept those recommendations and may seek out your own provider. Tendwell does not manage chronic pain with narcotic prescriptions. If you are in need of chronic pain management, please seek care at a pain management clinic. Tendwell does not provide hospital services. Tendwell does not provide any services not personally provided by its staff and does not provide any services at any location other than its practice location(s).

3. No Insurance Accepted; Self-Payment Only.

The Clinical Program is a direct health care service; it is not health insurance.

Tendwell does not participate any health insurance plans. Also, Tendwell does not participate in government health care programs such as Medicare or Medicaid. Tendwell providers may recommend you receive services not offered by Tendwell (e.g., specialty services, diagnostic tests), but in no event will Tendwell be responsible for any medical bills that result from services not offered by Tendwell, even if those services were recommended by Tendwell.

You are solely responsible for payment of all fees for Tendwell's services. If you have health insurance, your insurance policy is a contract between you and your insurance company. It is your responsibility to know your benefits, and how they will apply to your benefit payments. Tendwell takes no responsibility to understand or be bound by the terms and conditions of such insurance. There is no guarantee your insurance company will make any payment to you to reimburse some or all of the cost of the services you have purchased through your Clinical Program.

Acknowledgment of Tendwell's Non-Participation in Medicare and Your Inability to Seek Medicare Reimbursement. By entering into this Agreement, you explicitly acknowledge that Tendwell and all of its practitioners have opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for you by Tendwell. You agree not to submit a bill to Medicare or attempt to obtain Medicare reimbursement for any such services. If you are eligible for Medicare, or if you become eligible during any Membership Term or Renewal Membership Term, you agree to sign a Medicare Opt Out and Waiver Agreement and to sign a new such agreement every two years, as required by law.

4. Billing.

In order to participate in the Clinical Program, your Clinical Program Fees will be charged to your credit card. You hereby agree to allow Tendwell to securely store your credit / debit card information (the "Payment Method"). You authorize the Payment Method to be used automatically for your payment responsibilities to Tendwell. If a credit card account is being used for a transaction, Tendwell may obtain preapproval for an amount up to the amount of the payment. If you want to designate a different payment method or if there is a change in your

Payment Method information, you can change the information with Tendwell by messaging info@tendwellhealth.com or through the Tendwell patient portal. This may temporarily delay your ability to make online payments while Tendwell verifies the new payment information. You represent and warrant that: (1) any credit / debit card information you supply is true, correct and complete, (2) charges you incur will be honored by your credit/debit card company, (3) you will pay the charges incurred in the amounts posted, including any applicable taxes, and (4) you are the person in whose name the credit / debit card was issued and are authorized to make a purchase or other transaction with the relevant credit / debit card and information. You agree and authorize the Payment Method to be billed automatically in an amount equal to any Clinical Program Fees as set forth in this agreement and at https://www.tendwellhealth.com/membership and https://www.tendwellhealth.com/womens-health. You further agree and authorize the Payment Method to be billed for any amounts required to be paid to Tendwell pursuant to Section 5 of this Agreement.

If Tendwell is unable to secure funds from your debit / credit card(s) for any reason, including, but not limited to, insufficient funds in the debit / credit card or insufficient or inaccurate information provided by you when submitting electronic payment, Tendwell may undertake further collection action, including application of fees to the extent permitted by law and/or, where deemed appropriate, suspension or cancellation of services.

You have the right to revoke this authorization on at least fifteen days' notice to info@tendwellhealth.com. You understand that your Clinical Program may be cancelled or, as deemed appropriate in Tendwell's sole discretion, suspended, if you revoke this authorization, and you remain responsible for all charges you incur or otherwise owe to Tendwell. This authorization will remain in full force and effect until revoked by you or Tendwell.

5. Term and Termination.

This agreement shall continue for an Initial Term of one month from the date hereof, and thereafter from month to month unless upon the expiration of the original term or any extended term hereunder either party shall notify the other party in writing of his intent to terminate this agreement, in which event it shall terminate 30 days from the date of such termination notice; provided however, that if you have chosen the option to pre-pay for a year's worth of services at a discounted rate, the Initial Term of this agreement shall be one year and the agreement shall renew thereafter from month to month unless upon the expiration of the original term or any extend term hereunder either party shall notify the other party in writing of his intent to terminate this agreement, in which event it shall terminate 30 days from the date of such termination notice.

You may provide written notice of an intent to terminate by email to info@tendwellhealth.com. You will continue to be billed for regular payments (if any) of Clinical Program Fees during the 30 day period. Upon notice of termination, you will be entitled to receive the clinical services included in your Clinical Program until the effective date of termination, provided, however, that if the value of the services you have received exceeds the amount you have paid in fees, you will have no right to access Clinical Program services until you have paid sufficient fees to both cover the value of all past services and to cover any additional services. Tendwell may also, at

its sole discretion, immediately terminate this Agreement upon non-payment of any amounts due or for any other reason. It is your responsibility to ensure that any Payment Method you keep on file with Tendwell is valid. Under no circumstances will Tendwell refund any Clinical Program Fees that have been paid, regardless of the value of services you have received.

As of the effective date of termination, if the value of the services you received during your membership exceeded the amount you paid in fees, you agree to reimburse Tendwell in an amount equal to the difference between the value of the services received and the amount paid in fees.

The parties agree to the following the valuations:

- Initial 2-part assessment and personalized healthcare plan (2 60-minute clinician appointments):
    - For individuals opting to initially enroll only in the 2-Part Introductory Package: $850.00
    - For individuals opting to initially enroll in a full membership: $750
- 40-minute clinician appointment: $525.00
- Brief clinician appointment/Rx Refill: $150
- Brief telephone- or text-based consultation: $150
- 45-minute health coaching appointment: $150

The value of other services received, if any, will be determined based on a commercial reasonableness standard.

6. Privacy and Confidentiality.

Tendwell and its providers will maintain a record of the services they provide you, and will maintain the confidentiality of your medical information in accordance with applicable state law and federal law.

7. Tax-Advantaged Medical Savings Accounts.

It is your responsibility to communicate with your HSA (Health Savings Account), MSA (Medical Savings Account), or FSA (Flexible Spending Account) benefit advisor to determine if Clinical Program Fees constitute eligible medical expenses that are reimbursable under their plan.

8. Risk of Telehealth Services.

Clinical services provided under this Agreement may occur in person, at Tendwell's office in Denver, CO, or online via telehealth internet application (for patients in Colorado and other states). By entering this Agreement, you acknowledge the potential risks associated with telehealth services. These include, but are not limited to the following: information transmitted may not be sufficient (e.g., poor resolution of images) to allow for appropriate medical or health care decision making by your provider; delays in evaluation or treatment could occur due to

failures of electronic equipment; a lack of access to your medical records may result in adverse drug interactions or allergic reactions or other judgment errors; although the electronic systems we use incorporate security protocols to protect the privacy and security of health information, these protocols could fail causing a breach of privacy of your health information.

9. State of Residence Requirement

You understand that, in order to receive care from Tendwell, you must be physically located in the state in which you reside at the time of using Tendwell services. This includes all interactions with members of your care team. You understand that if you are located outside of the state in which you reside and request clinical support, Tendwell may not be able to provide medical support. In such cases, you acknowledge that your care team will defer your request for clinical support to a local urgent care facility or primary care provider (PCP) until you return to your state of residence. You understand that telehealth consultations have limitations and that in certain cases, in-person evaluations or emergency care may be necessary. If you are in need of urgent or emergency care while outside your state of residence, you will seek local emergency services or visit the nearest urgent care facility.

10. Consent to Receive Electronic Messages, Calls, Text Messages, and Consent to Audio and/or Video Recording.

By providing your email address, you agree to receive electronic communications via email. By providing your mobile number, you agree to be contacted by or on behalf of Tendwell at the mobile number you have provided, including calls and text messages, to receive informational, product or service-related messages and communications. Message and data rates may apply. To stop receiving text messages text a reply to us with the word STOP. We may confirm your opt out by text message. If you subscribe to multiple types of text messages from us, we may unsubscribe you from the service that most recently sent you a message or respond to your STOP message by texting you a request to identify services you wish to stop. Please note, that by withdrawing your consent, you may not receive important and helpful information and reminders abut your services.

Tendwell or your provider may record (audio and video) all or part of your interaction(s) with us or them ("Recordings"). Such Recordings are used for quality assurance and training purposes. We will keep such Recordings confidential and will not publicly display such recordings unless legally required to do so. By entering this Agreement, you agree and consent to such Recordings.

11. CAN-SPAM Act and Telephone Consumer Protection Act Compliance

Tendwell complies with the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM Act") and the Telephone Consumer Protection Act ("TCPA"). You consent to receive text messages from us as set forth in the above section, Consent to Receive Calls, Text Messages, and Audio and/or Video Recording. E-mails, newsletters, and text messages received from us are intended to fully comply with the CAN-SPAM ACT and the TCPA. In the event you receive an e-mail or text message from us which you do not believe is

fully compliant with the CAN-SPAM Act or the TCPA, please contact us at info@tendwellhealth.com.

12. Entire Agreement; Amendment.

This Agreement, including any documents or other items incorporated by reference, the addenda to this agreement, and any schedules hereto, sets forth the entire agreement between the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements regarding the same subject matter. This Agreement may be amended only in writing signed by the parties. Notwithstanding the foregoing, Tendwell may, upon at least thirty (30) days' notice to you, unilaterally amend the Agreement, including amending the Clinical Program Fees, effective as of the start of the subsequent Renewal Term.

13. Minors Not Members.

Tendwell Clinical Programs are not available to individuals under the age of 18 years old. You represent and warrant that you are at least 18 years old. You understand that if Tendwell discovers that you are not at least 18 years old, it will immediately cancel your Clinical Program enrollment and delete all of your information from its records.

14. Indemnification

You agree to indemnify and to hold Tendwell as well as its or their members, officers, managers, directors, agents, affiliates, and employees harmless from and against all demand, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including interest, penalties, attorney fees, etc. which are imposed upon or incurred by Tendwell as a result of your breach of any of your obligations under this Agreement.

15. Miscellaneous. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado unless a different law is specified in an applicable State Addendum. Venue. The exclusive forum for all disputes arising under or relating to this Agreement shall be in Denver, Colorado, unless such action cannot by law be brought in such forum, in which case the venue required by law shall govern. Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other term of this Agreement. Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or unenforceability of any other term(s) or provision(s). Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, heirs, executors and administrators. No Third-Party Rights. Nothing in this Agreement is intended, or should be construed, to confer any rights on any person other than you and Tendwell. The parties do not intend to create any third-party beneficiary rights or interests. Assignment. You may not assign your rights, duties and obligations under this Agreement without the prior written consent of Tendwell, whose consent may be withheld for any reason. Any attempt to assign said rights, duties and obligations without the prior written consent of

Tendwell will be null and void and of no force or effect. Tendwell may assign this Agreement with thirty (30) days advance written notice to you. Counterparts. This Agreement may be executed electronically in one or more counterparts, all of which together shall constitute only one agreement. State Addendum. Any applicable State Addendum shall be incorporated herein. The terms of this Agreement and the State Addendum shall be read in harmony but, in the event of an irreconcilable conflict between the two, the conflicting terms of the State Addendum shall control. Notices. Any communication required or permitted to be sent under this Agreement shall be in writing and sent via electronic mail (a) to Tendwell at info@tendwellhealth.com and (b) to you at the email or the address you designate at signature. Survival. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement.

By click-signing this agreement, I have read, understand, and agree to the terms of this Agreement and the Tendwell Clinical Program.

Colorado State Membership Terms & Conditions

State Addendum: Colorado

This State Addendum is incorporated into the Tendwell Direct Health Care Program Membership Agreement (the "Agreement") entered into between Tendwell and the undersigned Member.

The undersigned Colorado Member acknowledges, understands and agrees to the following:

1. Member is receiving services within the State of Colorado.

2. Tendwell, LLC is the Tendwell Practice that provides services to Members in the State of Colorado.

3. All capitalized terms not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.

4. Should any conflict arise between the provisions of this Addendum and the Agreement, this Addendum shall control.

5. The following provisions apply to services rendered in Colorado:

A. Governing Law. The Agreement, as it applies to the provision of services subject to this State Addendum, shall be governed by the laws of the State of Colorado, without regard to any conflicts of law provisions therein.

B. Non-Participation in Colorado Medicaid. The Member specifically acknowledges that pursuant to Colorado state law, neither Tendwell nor any of its practitioners participates in Colorado's Medicaid program. Under state law, non-participating healthcare providers cannot provide reimbursable medical services to Medicaid recipients. This means that Tendwell cannot treat or provide **any** services to any person who is a recipient of Medicaid in the state of Colorado. Member represents and warrants that Member is not a recipient of Medicaid in the state of Colorado. Member further agrees not to bill Medicaid or attempt to obtain Medicaid reimbursement for any services or payments related to any provision of services by Tendwell. Member further agrees that if Member becomes a Medicaid recipient in the state of Colorado subsequent to signing this agreement Member will immediately inform Tendwell by emailing info@tendwellhealth.com and by discontinuing Member's Clinical Program with Tendwell.

C. Direct Primary Care. The Agreement is intended to adhere to Colorado's direct primary care law at Colo. Rev. Stat. § 6-23-101. Accordingly, the Member acknowledges, understands and agrees to the following:

(1) Not Health Insurance. The Agreement is not health insurance and does not meet any individual health benefit plan mandate that may be required by federal law. The

Agreement does not entitle Member to health insurance protections for consumers under Colorado law.

(2) As set forth in this Agreement, Tendwell does not participate in any health insurance programs and will not submit a fee-for-service claim for payment to a health insurance issuer for primary care services covered under this Agreement. You acknowledge that it is possible that some services provided by Tendwell may be a covered benefit or covered service under your health benefit plan at no cost to you, if you have a health benefit plan. You acknowledge that your choice to purchase services from Tendwell may mean that you forego any such covered benefit or covered service under your health benefit plan.

D. Binding Arbitration.

(1) Important Notice Regarding this Section. **IT IS UNDERSTOOD THAT ANY CLAIM OF MEDICAL MALPRACTICE, INCLUDING ANY CLAIM THAT MEDICAL SERVICES WERE UNNECESSARY OR UNAUTHORIZED OR WERE IMPROPERLY, NEGLIGENTLY, OR INCOMPETENTLY RENDERED OR OMITTED, WILL BE DETERMINED BY SUBMISSION TO BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF PART 2 OF ARTICLE 22 OF THIS TITLE [COLO. REV. STAT TITLE 13], AND NOT BY A LAWSUIT OR RESORT TO COURT PROCESS EXCEPT AS COLORADO LAW PROVIDES FOR JUDICIAL REVIEW OF ARBITRATION PROCEEDINGS. THE PATIENT HAS THE RIGHT TO SEEK LEGAL COUNSEL CONCERNING THIS AGREEMENT, AND HAS THE RIGHT TO RESCIND THIS AGREEMENT BY WRITTEN NOTICE TO THE PHYSICIAN WITHIN NINETY (90) DAYS AFTER THE AGREEMENT HAS BEEN SIGNED AND EXECUTED BY BOTH PARTIES UNLESS SAID AGREEMENT WAS SIGNED IN CONTEMPLATION OF THE PATIENT BEING HOSPITALIZED, IN WHICH CASE THE AGREEMENT MAY BE RESCINDED BY WRITTEN NOTICE TO THE PHYSICIAN WITHIN NINETY DAYS AFTER RELEASE OR DISCHARGE FROM THE HOSPITAL OR OTHER HEALTH CARE INSTITUTION. BOTH PARTIES TO THIS AGREEMENT, BY ENTERING INTO IT, HAVE AGREED TO THE USE OF BINDING ARBITRATION IN LIEU OF HAVING ANY SUCH DISPUTE DECIDED IN A COURT OF LAW BEFORE A JURY.**

Arbitration does not limit or affect the legal claims Member may bring against Tendwell. Agreeing to arbitration only affects where any such claims may be brought and how they will be resolved. Arbitration is a process of private dispute resolution that does not involve the civil courts, a civil judge, or a jury. Instead, the parties' dispute is decided by a private arbitrator selected by the parties using the process set forth herein. **THIS SECTION WILL REQUIRE MEMBER TO RESOLVE ANY CLAIM THAT MEMBER MAY HAVE AGAINST TENDWELL ON AN INDIVIDUAL BASIS PURSUANT TO THE TERMS OF THE AGREEMENT. EXCEPT AS MAY BE PROHIBITED BY APPLICABLE LAW, THIS SECTION WILL PRECLUDE MEMBER FROM BRINGING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST TENDWELL; AND ALSO PRECLUDES MEMBER FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE CLASS, COLLECTIVE, OR**

REPRESENTATIVE ACTION BROUGHT AGAINST TENDWELL BY SOMEONE ELSE. The mere existence of such class, collective, and/or representative lawsuits, however, does not mean that such lawsuits will ultimately succeed. By agreeing to arbitration with Tendwell, Member is agreeing in advance that Member will not participate in and therefore will not seek to recover monetary or other relief under such class, collective, and/or representative lawsuit (except as may be prohibited by applicable law). Member will not be precluded from bringing claims against Tendwell in an individual arbitration proceeding. If successful on such claims, Member could be awarded money or other relief by an arbitrator.

(2) How This Section Applies. This Section applies to any Covered Dispute (as defined in sub-section 3 below) and survives after the Agreement terminates. Nothing contained in this Section shall be construed to prevent or excuse Member from utilizing any procedure for resolution of complaints established in this Agreement (if any), and this Section is not intended to be a substitute for the utilization of such procedures. Except as it otherwise provides, this arbitration Section is intended to apply to the resolution of Covered Disputes or any other disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. **THIS ARBITRATION SECTION REQUIRES ALL SUCH DISPUTES TO BE RESOLVED ONLY BY AN ARBITRATOR THROUGH FINAL AND BINDING ARBITRATION, AS SET FORTH IN SECTION 1, ON AN INDIVIDUAL BASIS ONLY A AND NOT BY WAY OF COURT OR JURY TRIAL, OR BY WAY OF CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION (EXCEPT AS MAY BE PROHIBITED BY APPLICABLE LAW). SUCH DISPUTES INCLUDE, WITHOUT LIMITATION, DISPUTES ARISING OUT OF OR RELATING TO INTERPRETATION OR APPLICATION OF THIS ARBITRATION SECTION, INCLUDING THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THIS ARBITRATION SECTION OR ANY PORTION OF THIS ARBITRATION SECTION. ALL SUCH MATTERS SHALL BE DECIDED BY AN ARBITRATOR, AND NOT BY A COURT OR JUDGE.**

(3) Covered Disputes. Except as it otherwise provided herein, this arbitration Section applies, without limitation, to all "Covered Disputes," defined as follows: disputes arising out of or related to this Agreement and disputes arising out of or related to Member's relationship with Tendwell including any of its practitioners, including termination of the relationship; claims based on any purported breach of contract, including breach of the covenant of good faith and fair dealing; claims based on any purported breach of duty arising in tort, including alleged violations of public policy and for emotional distress; claims of negligence; claims of defamation; claims of medical malpractice, including but not limited to any dispute relating to whether any medical services rendered in connection with this Agreement were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered; and claims relating in any manner to Tendwell's Direct Health Care Program. Covered Disputes also include, without limitation, disputes regarding unfair competition, harassment, and claims arising under the Civil Rights Act of 1964, the Americans With Disabilities Act, the Genetic Information Non-Discrimination Act, and all similar state laws or any other statutory or common law scheme prohibiting, among other things, discrimination or harassment because of race, color, age, religious creed, national origin, ancestry, disability, sexual orientation, gender identity and sex, and all other similar federal and state statutory and common law claims. This Agreement is

intended to require arbitration of every Covered Dispute, claim or other dispute that lawfully can be arbitrated, except for those claims and disputes which by the terms of the Agreement are expressly excluded from this arbitration Section.

(4) Federal Arbitration Act. The Federal Arbitration Act shall govern the interpretation and enforcement of all binding arbitration proceedings under this Agreement. To the extent that the Federal Arbitration Act is inapplicable, state law governing agreements to arbitrate shall apply. The arbitration findings will be final and binding except to the extent that state or federal law provides for the judicial review of arbitration proceedings.

(5) Limitation On How This Section Applies. Nothing in this Agreement is intended to require arbitration of any claim or dispute which the courts of the jurisdiction where Member resides have expressly held are not subject to mandatory arbitration. Nothing in this arbitration provision shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

(6) Initiating Arbitration. In the event a dispute should arise and Member wishes to initiate these arbitration procedures, Member must deliver a written request for arbitration to Tendwell within the time limits which would apply to the filing of a civil complaint in court. Tendwell will deliver a written request to Member for any claim it may wish to assert, also within the time limits which would apply to the filing of a civil complaint in court. If a request for arbitration is not submitted timely, the claim will be deemed to have been waived and forever released.

(7) Arbitration Procedure. The dispute will be decided by a single, neutral, decision-maker, called the arbitrator, through an organization called Judicial Arbitration and Mediation Services ("JAMS"). The arbitrator will be mutually selected by Tendwell and Member. If the parties cannot mutually agree on an arbitrator, then an arbitrator will be selected by the parties according to the method of selection specified by JAMS in its Streamlined Arbitration Rules & Procedures, which can be obtained at www.jamsadr.com .

a. The arbitrator shall be bound by the provisions and procedures set forth in JAMS' Streamlined Arbitration Rules & Procedures. The applicable substantive law shall be the law of the State of Colorado.

b. The parties shall cooperate to the greatest extent practicable in the voluntary exchange of documents and information to expedite the arbitration. After selection of the arbitrator, the parties shall have the right to take depositions and to obtain discovery regarding the subject matter of the action and to use and exercise all of the same rights, remedies and procedures, and be subject to all of the same discovery duties, liabilities and objections as provided by the Federal Rules of Civil Procedure. The arbitrator shall have the authority to rule on motions (including the power to issue orders and determine appropriate remedies) regarding discovery and to issue any protective orders necessary to protect the privacy and/or rights of parties and/or witnesses.

c. The arbitrator shall have the same authority to award remedies and damages on the merits of the dispute as provided to a judge and/or jury under parallel circumstances. However, the arbitrator shall only be permitted to award those remedies in law or equity which are requested by the parties and which are supported by credible, relevant evidence. The arbitrator shall issue a written final and binding opinion and award.

d. The parties expressly agree to resolve any dispute in arbitration on an individual basis only, and not on a class, collective, or private attorney general representative action basis. The arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any claim or issue any relief on a class, collective, or representative basis. If at any point this provision is determined to be unenforceable, the parties agree that this provision shall not be severable, unless it is determined that the arbitration may still proceed on an individual basis only.

e. Following the issuance of the arbitrator's decision, any party may petition a court to confirm, enforce, correct or vacate the arbitrator's opinion and award as set forth in the Federal Arbitration Act.

(8) Fees and Costs of Arbitration. Fees and costs shall be allocated in the following manner: Each party will be responsible for its own attorneys' fees and expenses (except as otherwise provided by law) and the cost of a copy of the reporter's transcript of the proceedings (if desired). The costs of the arbitration will be allocated per the JAMS Policy on Consumer Arbitrations.

(9) Arbitration Hearing and Award. The location of the arbitration proceeding shall be no more than 45 miles from the place where Tendwell last provided services to Member under this Agreement, unless each party to the arbitration agrees in writing otherwise. The parties will arbitrate their dispute before the arbitrator, who shall confer with the parties regarding the conduct of the hearing and resolve any disputes the parties may have in that regard. Within 30 days of the close of the arbitration hearing, or within a longer period of time as agreed to by the parties or as ordered by the arbitrator, any party will have the right to prepare, serve on the other party and file with the arbitrator a brief. The arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this arbitration Section. The arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the arbitrator, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

NOTE: BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL BINDING ARBITRATION RATHER THAN BY A JURY OR COURT TRIAL.

YOU HAVE THE RIGHT TO SEEK LEGAL COUNSEL AND YOU HAVE THE RIGHT TO RESCIND THIS AGREEMENT WITHIN NINETY DAYS FROM THE DATE OF SIGNATURE BY BOTH PARTIES UNLESS THE AGREEMENT WAS SIGNED IN CONTEMPLATION OF HOSPITALIZATION IN WHICH CASE YOU HAVE NINETY DAYS AFTER DISCHARGE OR RELEASE FROM THE HOSPITAL TO RESCIND THE AGREEMENT.

NO HEALTH CARE PROVIDER SHALL WITHHOLD THE PROVISION OF EMERGENCY MEDICAL SERVICES TO ANY PERSON BECAUSE OF THAT PERSON'S FAILURE OR REFUSAL TO SIGN AN AGREEMENT CONTAINING A PROVISION FOR BINDING ARBITRATION OF ANY DISPUTE ARISING AS TO PROFESSIONAL NEGLIGENCE OF THE PROVIDER.

NO HEALTH CARE PROVIDER SHALL REFUSE TO PROVIDE MEDICAL CARE SERVICES TO ANY PATIENT SOLELY BECAUSE SUCH PATIENT REFUSED TO SIGN SUCH AN AGREEMENT OR EXERCISED THE NINETY-DAY RIGHT OF RESCISSION.

Member may reject these arbitration provisions by notifying Tendwell via email at info@tendwellhealth.com. All other provisions of this Addendum and Member's Agreement as a whole will not be impacted by this decision

New York State Membership Terms & Conditions

State Addendum: New York

This State Addendum is incorporated into the Tendwell Direct Health Care Program Membership Agreement (the "Agreement") entered into between Tendwell and the undersigned Member.

Member acknowledges, understands and agrees to the following:

1. Member is receiving services within the State of New York.

2. Tend Functional Health, a Holistic Nursing & Adult Health NP Practice, PLLC is the Tendwell Practice that provides services to Members in the State of New York.

3. All capitalized terms not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.

4. Should any conflict arise between the provisions of this Addendum and the Agreement, this Addendum shall control.

5. The following provisions apply to services rendered in New York:

A. Governing Law. The Agreement, as it applies to the provision of services subject to this State Addendum, shall be governed by the laws of the State of New York, without regard to any conflicts of law provisions therein.

B. Binding Arbitration.

(1) Important Notice Regarding this Section. Arbitration does not limit or affect the legal claims Member may bring against Tendwell. Agreeing to arbitration only affects where any such claims may be brought and how they will be resolved. Arbitration is a process of private dispute resolution that does not involve the civil courts, a civil judge, or a jury. Instead, the parties' dispute is decided by a private arbitrator selected by the parties using the process set forth herein. **THIS SECTION WILL REQUIRE MEMBER TO RESOLVE ANY CLAIM THAT MEMBER MAY HAVE AGAINST TENDWELL ON AN INDIVIDUAL BASIS PURSUANT TO THE TERMS OF THE AGREEMENT. EXCEPT AS MAY BE PROHIBITED BY APPLICABLE LAW, THIS SECTION WILL PRECLUDE MEMBER FROM BRINGING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST TENDWELL; AND ALSO PRECLUDES MEMBER FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION BROUGHT AGAINST TENDWELL BY SOMEONE ELSE.** The mere existence of such class, collective, and/or representative lawsuits, however, does not mean that such lawsuits will ultimately succeed. By agreeing to arbitration with Tendwell, Member is agreeing in advance that Member will not participate in and therefore will not seek to recover monetary or other relief under such class, collective, and/or representative lawsuit (except as

may be prohibited by applicable law). Member will not be precluded from bringing claims against Tendwell in an individual arbitration proceeding. If successful on such claims, Member could be awarded money or other relief by an arbitrator.

(2) How This Section Applies. This Section applies to any Covered Dispute (as defined in sub-section 3 below) and survives after the Agreement terminates. Nothing contained in this Section shall be construed to prevent or excuse Member from utilizing any procedure for resolution of complaints established in this Agreement (if any), and this Section is not intended to be a substitute for the utilization of such procedures. Except as it otherwise provides, this arbitration Section is intended to apply to the resolution of Covered Disputes or any other disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. **THIS ARBITRATION SECTION REQUIRES ALL SUCH DISPUTES TO BE RESOLVED ONLY BY AN ARBITRATOR THROUGH FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS ONLY AND NOT BY WAY OF COURT OR JURY TRIAL, OR BY WAY OF CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION (EXCEPT AS MAY BE PROHIBITED BY APPLICABLE LAW). SUCH DISPUTES INCLUDE, WITHOUT LIMITATION, DISPUTES ARISING OUT OF OR RELATING TO INTERPRETATION OR APPLICATION OF THIS ARBITRATION SECTION, INCLUDING THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THIS ARBITRATION SECTION OR ANY PORTION OF THIS ARBITRATION SECTION. ALL SUCH MATTERS SHALL BE DECIDED BY AN ARBITRATOR, AND NOT BY A COURT OR JUDGE.**

(3) Covered Disputes. Except as it otherwise provided herein, this arbitration Section applies, without limitation, to all "Covered Disputes," defined as follows: disputes arising out of or related to this Agreement and disputes arising out of or related to Member's relationship with Tendwell, including any of its practitioners, including termination of the relationship; claims based on any purported breach of contract, including breach of the covenant of good faith and fair dealing; claims based on any purported breach of duty arising in tort, including alleged violations of public policy and for emotional distress; claims of negligence; claims of defamation; claims of medical malpractice, including but not limited to any dispute relating to whether any medical services rendered in connection with this Agreement were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered; and claims relating in any manner to Tendwell's Direct Health Care Program. Covered Disputes also include, without limitation, disputes regarding unfair competition, harassment, and claims arising under the Civil Rights Act of 1964, the Americans With Disabilities Act, the Genetic Information Non-Discrimination Act and all similar state laws or any other statutory or common law scheme prohibiting, among other things, discrimination or harassment because of race, color, age, religious creed, national origin, ancestry, disability, sexual orientation, gender identity and sex, and all other similar federal and state statutory and common law claims. This Agreement is intended to require arbitration of every Covered Dispute, claim or other dispute that lawfully can be arbitrated, except for those claims and disputes which by the terms of the Agreement are expressly excluded from this arbitration Section.

(4) Federal Arbitration Act. The Federal Arbitration Act shall govern the interpretation and enforcement of all binding arbitration proceedings under this Agreement. To the extent that

the Federal Arbitration Act is inapplicable, state law governing agreements to arbitrate shall apply. The arbitration findings will be final and binding except to the extent that state or federal law provides for the judicial review of arbitration proceedings.

(5) Limitation On How This Section Applies. Nothing in this Agreement is intended to require arbitration of any claim or dispute which the courts of the jurisdiction where Member resides have expressly held are not subject to mandatory arbitration. Nothing in this arbitration provision shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

(6) Initiating Arbitration. In the event a dispute should arise and Member wishes to initiate these arbitration procedures, Member must deliver a written request for arbitration to Tendwell within the time limits which would apply to the filing of a civil complaint in court. Tendwell will deliver a written request to Member for any claim it may wish to assert, also within the time limits which would apply to the filing of a civil complaint in court. If a request for arbitration is not submitted timely, the claim will be deemed to have been waived and forever released.

(7) Arbitration Procedure. The dispute will be decided by a single, neutral, decision-maker, called the arbitrator, through an organization called Judicial Arbitration and Mediation Services ("JAMS"). The arbitrator will be mutually selected by Tendwell and Member. If the parties cannot mutually agree on an arbitrator, then an arbitrator will be selected by the parties according to the method of selection specified by JAMS in its Streamlined Arbitration Rules & Procedures, which can be obtained at www.jamsadr.com .

a. The arbitrator shall be bound by the provisions and procedures set forth in JAMS' Streamlined Arbitration Rules & Procedures. The applicable substantive law shall be the law of the State of New York.

b. The parties shall cooperate to the greatest extent practicable in the voluntary exchange of documents and information to expedite the arbitration. After selection of the arbitrator, the parties shall have the right to take depositions and to obtain discovery regarding the subject matter of the action and to use and exercise all of the same rights, remedies and procedures, and be subject to all of the same discovery duties, liabilities and objections as provided by the Federal Rules of Civil Procedure. The arbitrator shall have the authority to rule on motions (including the power to issue orders and determine appropriate remedies) regarding discovery and to issue any protective orders necessary to protect the privacy and/or rights of parties and/or witnesses.

c. The arbitrator shall have the same authority to award remedies and damages on the merits of the dispute as provided to a judge and/or jury under parallel circumstances. However, the arbitrator shall only be permitted to award those remedies in law or equity which are requested by the parties and which are supported by credible, relevant evidence. The arbitrator shall issue a written final and binding opinion and award.

d. The parties expressly agree to resolve any dispute in arbitration on an individual basis only, and not on a class, collective, or private attorney general representative action basis. The arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any claim or issue any relief on a class, collective, or representative basis. If at any point this provision is determined to be unenforceable, the parties agree that this provision shall not be severable, unless it is determined that the arbitration may still proceed on an individual basis only.

e. Following the issuance of the arbitrator's decision, any party may petition a court to confirm, enforce, correct or vacate the arbitrator's opinion and award as set forth in the Federal Arbitration Act.

(8) Fees and Costs of Arbitration. Fees and costs shall be allocated in the following manner: Each party will be responsible for its own attorneys' fees and expenses (except as otherwise provided by law) and the cost of a copy of the reporter's transcript of the proceedings (if desired). The costs of the arbitration will be allocated per the JAMS Policy on Consumer Arbitrations.

(9) Arbitration Hearing and Award. The location of the arbitration proceeding shall be no more than 45 miles from the place where Tendwell last provided services to Member under this Agreement, unless each party to the arbitration agrees in writing otherwise. The parties will arbitrate their dispute before the arbitrator, who shall confer with the parties regarding the conduct of the hearing and resolve any disputes the parties may have in that regard. Within 30 days of the close of the arbitration hearing, or within a longer period of time as agreed to by the parties or as ordered by the arbitrator, any party will have the right to prepare, serve on the other party and file with the arbitrator a brief. The arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this arbitration Section. The arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the arbitrator, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

Oregon State Membership Terms & Conditions

State Addendum: Oregon

This State Addendum is incorporated into the Tendwell Direct Health Care Program Membership Agreement (the "Agreement") entered into between Tendwell and the undersigned Member.

The undersigned Oregon Member acknowledges, understands and agrees to the following:

1. Member is receiving services within the State of Oregon.

2. Tendwell, LLC is the Tendwell Practice that provides services to Members in the State of Oregon.

3. All capitalized terms not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.

4. Should any conflict arise between the provisions of this Addendum and the Agreement, this Addendum shall control.

5. The following provisions apply to the services rendered in Oregon:

A. Governing Law. The Agreement, as it applies to the provision of services subject to this State Addendum, shall be governed by the laws of the State of Oregon, without regard to any conflicts of law provisions therein.

B. Direct Primary Care. The Agreement is intended to adhere to Oregon direct primary care law at Or. Rev. Stat. § 735.500. Accordingly, the Member acknowledges, understands and agrees to the following:

(1) Not Health Insurance. The Agreement is not health insurance and does not meet any individual health benefit plan mandate that may be required by federal law.

(2) Scope of Services and Member Payment. Tendwell only provides the services specified in the Agreement and Member is required to pay Tendwell for such services in accordance with the Agreement.

C. Non-Participation in Oregon Medicaid. The Member specifically acknowledges that pursuant to state law, neither Tendwell nor any of its practitioners participates in Oregon's Medicaid program. Under state law, non-participating healthcare providers cannot provide reimbursable medical services to Medicaid recipients. This means that Tendwell cannot treat or provide any services to any person who is a recipient of Medicaid in the state of Oregon. Member represents and warrants that Member is not a recipient of Medicaid in the state of Oregon. Member further agrees not to bill Medicaid or attempt to obtain Medicaid reimbursement for

any services or payments related to any provision of services by Tendwell. Member further agrees that if Member becomes a Medicaid recipient in the state of Oregon subsequent to signing this agreement Member will immediately inform Tendwell by emailing info@tendwellhealth.com and by discontinuing Member's Clinical Program with Tendwell.

D. Binding Arbitration.

(1) Important Notice Regarding this Section. Arbitration does not limit or affect the legal claims Member may bring against Tendwell. Agreeing to arbitration only affects where any such claims may be brought and how they will be resolved. Arbitration is a process of private dispute resolution that does not involve the civil courts, a civil judge, or a jury. Instead, the parties' dispute is decided by a private arbitrator selected by the parties using the process set forth herein. **THIS SECTION WILL REQUIRE MEMBER TO RESOLVE ANY CLAIM THAT MEMBER MAY HAVE AGAINST TENDWELL ON AN INDIVIDUAL BASIS PURSUANT TO THE TERMS OF THE AGREEMENT. EXCEPT AS MAY BE PROHIBITED BY APPLICABLE LAW, THIS SECTION WILL PRECLUDE MEMBER FROM BRINGING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST TENDWELL; AND ALSO PRECLUDES MEMBER FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION BROUGHT AGAINST TENDWELL BY SOMEONE ELSE.** The mere existence of such class, collective, and/or representative lawsuits, however, does not mean that such lawsuits will ultimately succeed. By agreeing to arbitration with Tendwell, Member is agreeing in advance that Member will not participate in and therefore will not seek to recover monetary or other relief under such class, collective, and/or representative lawsuit (except as may be prohibited by applicable law). Member will not be precluded from bringing claims against Tendwell in an individual arbitration proceeding. If successful on such claims, Member could be awarded money or other relief by an arbitrator.

(2) How This Section Applies. This Section applies to any Covered Dispute (as defined in sub-section 3 below) and survives after the Agreement terminates. Nothing contained in this Section shall be construed to prevent or excuse Member from utilizing any procedure for resolution of complaints established in this Agreement (if any), and this Section is not intended to be a substitute for the utilization of such procedures. Except as it otherwise provides, this arbitration Section is intended to apply to the resolution of Covered Disputes or any other disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. **THIS ARBITRATION SECTION REQUIRES ALL SUCH DISPUTES TO BE RESOLVED ONLY BY AN ARBITRATOR THROUGH FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS ONLY AND NOT BY WAY OF COURT OR JURY TRIAL, OR BY WAY OF CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION (EXCEPT AS MAY BE PROHIBITED BY APPLICABLE LAW). SUCH DISPUTES INCLUDE, WITHOUT LIMITATION, DISPUTES ARISING OUT OF OR RELATING TO INTERPRETATION OR APPLICATION OF THIS ARBITRATION SECTION, INCLUDING THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THIS ARBITRATION SECTION OR ANY PORTION OF THIS ARBITRATION SECTION. ALL SUCH MATTERS SHALL BE DECIDED BY AN ARBITRATOR, AND NOT BY A COURT OR JUDGE.**

(3) Covered Disputes. Except as it otherwise provided herein, this arbitration Section applies, without limitation, to all "Covered Disputes," defined as follows: disputes arising out of or related to this Agreement and disputes arising out of or related to Member's relationship with Tendwell, including any of its practitioners, including termination of the relationship; claims based on any purported breach of contract, including breach of the covenant of good faith and fair dealing; claims based on any purported breach of duty arising in tort, including alleged violations of public policy and for emotional distress; claims of negligence; claims of defamation; claims of medical malpractice, including but not limited to any dispute relating to whether any medical services rendered in connection with this Agreement were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered; and claims relating in any manner to Tendwell's Direct Health Care Program. Covered Disputes also include, without limitation, disputes regarding unfair competition, harassment, and claims arising under the Civil Rights Act of 1964, the Americans With Disabilities Act, the Genetic Information Non-Discrimination Act and all similar state laws or any other statutory or common law scheme prohibiting, among other things, discrimination or harassment because of race, color, age, religious creed, national origin, ancestry, disability, sexual orientation, gender identity and sex, and all other similar federal and state statutory and common law claims. This Agreement is intended to require arbitration of every Covered Dispute, claim or other dispute that lawfully can be arbitrated, except for those claims and disputes which by the terms of the Agreement are expressly excluded from this arbitration Section.

(4) Federal Arbitration Act. The Federal Arbitration Act shall govern the interpretation and enforcement of all binding arbitration proceedings under this Agreement. To the extent that the Federal Arbitration Act is inapplicable, state law governing agreements to arbitrate shall apply. The arbitration findings will be final and binding except to the extent that state or federal law provides for the judicial review of arbitration proceedings.

(5) Limitation On How This Section Applies. Nothing in this Agreement is intended to require arbitration of any claim or dispute which the courts of the jurisdiction where Member resides have expressly held are not subject to mandatory arbitration. Nothing in this arbitration provision shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

(6) Initiating Arbitration. In the event a dispute should arise and Member wishes to initiate these arbitration procedures, Member must deliver a written request for arbitration to Tendwell within the time limits which would apply to the filing of a civil complaint in court. Tendwell will deliver a written request to Member for any claim it may wish to assert, also within the time limits which would apply to the filing of a civil complaint in court. If a request for arbitration is not submitted timely, the claim will be deemed to have been waived and forever released.

(7) Arbitration Procedure. The dispute will be decided by a single, neutral, decision-maker, called the arbitrator, through an organization called Judicial Arbitration and Mediation Services ("JAMS"). The arbitrator will be mutually selected by Tendwell and Member. If the parties

cannot mutually agree on an arbitrator, then an arbitrator will be selected by the parties according to the method of selection specified by JAMS in its Streamlined Arbitration Rules & Procedures, which can be obtained at www.jamsadr.com .

a. The arbitrator shall be bound by the provisions and procedures set forth in JAMS' Streamlined Arbitration Rules & Procedures. The applicable substantive law shall be the law of the State of Oregon.

b. The parties shall cooperate to the greatest extent practicable in the voluntary exchange of documents and information to expedite the arbitration. After selection of the arbitrator, the parties shall have the right to take depositions and to obtain discovery regarding the subject matter of the action and to use and exercise all of the same rights, remedies and procedures, and be subject to all of the same discovery duties, liabilities and objections as provided by the Federal Rules of Civil Procedure. The arbitrator shall have the authority to rule on motions (including the power to issue orders and determine appropriate remedies) regarding discovery and to issue any protective orders necessary to protect the privacy and/or rights of parties and/or witnesses.

c. The arbitrator shall have the same authority to award remedies and damages on the merits of the dispute as provided to a judge and/or jury under parallel circumstances. However, the arbitrator shall only be permitted to award those remedies in law or equity which are requested by the parties and which are supported by credible, relevant evidence. The arbitrator shall issue a written final and binding opinion and award.

d. The parties expressly agree to resolve any dispute in arbitration on an individual basis only, and not on a class, collective, or private attorney general representative action basis. The arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any claim or issue any relief on a class, collective, or representative basis. If at any point this provision is determined to be unenforceable, the parties agree that this provision shall not be severable, unless it is determined that the arbitration may still proceed on an individual basis only.

e. Following the issuance of the arbitrator's decision, any party may petition a court to confirm, enforce, correct or vacate the arbitrator's opinion and award as set forth in the Federal Arbitration Act.

(8) Fees and Costs of Arbitration. Fees and costs shall be allocated in the following manner: Each party will be responsible for its own attorneys' fees and expenses (except as otherwise provided by law) and the cost of a copy of the reporter's transcript of the proceedings (if desired). The costs of the arbitration will be allocated per the JAMS Policy on Consumer Arbitrations.

(9) Arbitration Hearing and Award. The location of the arbitration proceeding shall be no more than 45 miles from the place where Tendwell last provided services to Member under this

Agreement, unless each party to the arbitration agrees in writing otherwise. The parties will arbitrate their dispute before the arbitrator, who shall confer with the parties regarding the conduct of the hearing and resolve any disputes the parties may have in that regard. Within 30 days of the close of the arbitration hearing, or within a longer period of time as agreed to by the parties or as ordered by the arbitrator, any party will have the right to prepare, serve on the other party and file with the arbitrator a brief. The arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this arbitration Section. The arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the arbitrator, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

Idaho State Membership Terms & Conditions

State Addendum: Idaho

This State Addendum is incorporated into the Tendwell Direct Health Care Program Membership Agreement (the "Agreement") entered into between Tendwell and the undersigned Member.

The undersigned Idaho Member acknowledges, understands and agrees to the following:

1. Member is receiving services within the State of Idaho.

2. Tendwell, LLC is the Tendwell Practice that provides services to Members in the State of Idaho.

3. All capitalized terms not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.

4. Should any conflict arise between the provisions of this Addendum and the Agreement, this Addendum shall control.

5. The following provisions apply to the services rendered in Idaho:

A. Governing Law. The Agreement, as it applies to the provision of services subject to this State Addendum, shall be governed by the laws of the State of Idaho, without regard to any conflicts of law provisions therein.

B. Direct Primary Care. The Agreement is intended to adhere to the Idaho Direct Primary Care Act at Idaho Code Ann. Sec. 39-9201 *et seq*. Accordingly, the Member acknowledges, understands and agrees to the following:

(1) Not Health Insurance. This Agreement does not provide health insurance coverage, including the minimal essential coverage required by applicable federal law. It provides only the services described herein. It is recommended that health care insurance be obtained to cover medical services not provided for under this direct primary care agreement.

(2) *Refund of Fees*. In the event either party terminates the Agreement, any unearned portion of the fees (as set forth in Paragraph 5.B of the Agreement) paid by Member shall be refunded to Member within 30 days.

C. Non-Participation in Idaho Medicaid. The Member specifically acknowledges that pursuant to state law, neither Tendwell nor any of its practitioners participates in Idaho's Medicaid program. Under state law, non-participating healthcare providers cannot provide reimbursable medical services to Medicaid recipients. This means that Tendwell cannot treat or provide any services to any person who is a recipient of Medicaid in the state of Idaho. Member represents

and warrants that Member is not a recipient of Medicaid in the state of Idaho. Member further agrees not to bill Medicaid or attempt to obtain Medicaid reimbursement for any services or payments related to any provision of services by Tendwell. Member further agrees that if Member becomes a Medicaid recipient in the state of Idaho subsequent to signing this agreement Member will immediately inform Tendwell by emailing info@tendwellhealth.com and by discontinuing Member's Clinical Program with Tendwell.

D. Binding Arbitration.

(1) Important Notice Regarding this Section. Arbitration does not limit or affect the legal claims Member may bring against Tendwell. Agreeing to arbitration only affects where any such claims may be brought and how they will be resolved. Arbitration is a process of private dispute resolution that does not involve the civil courts, a civil judge, or a jury. Instead, the parties' dispute is decided by a private arbitrator selected by the parties using the process set forth herein. **THIS SECTION WILL REQUIRE MEMBER TO RESOLVE ANY CLAIM THAT MEMBER MAY HAVE AGAINST TENDWELL ON AN INDIVIDUAL BASIS PURSUANT TO THE TERMS OF THE AGREEMENT. EXCEPT AS MAY BE PROHIBITED BY APPLICABLE LAW, THIS SECTION WILL PRECLUDE MEMBER FROM BRINGING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST TENDWELL; AND ALSO PRECLUDES MEMBER FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION BROUGHT AGAINST TENDWELL BY SOMEONE ELSE.** The mere existence of such class, collective, and/or representative lawsuits, however, does not mean that such lawsuits will ultimately succeed. By agreeing to arbitration with Tendwell, Member is agreeing in advance that Member will not participate in and therefore will not seek to recover monetary or other relief under such class, collective, and/or representative lawsuit (except as may be prohibited by applicable law). Member will not be precluded from bringing claims against Tendwell in an individual arbitration proceeding. If successful on such claims, Member could be awarded money or other relief by an arbitrator.

(2) How This Section Applies. This Section applies to any Covered Dispute (as defined in sub-section 3 below) and survives after the Agreement terminates. Nothing contained in this Section shall be construed to prevent or excuse Member from utilizing any procedure for resolution of complaints established in this Agreement (if any), and this Section is not intended to be a substitute for the utilization of such procedures. Except as it otherwise provides, this arbitration Section is intended to apply to the resolution of Covered Disputes or any other disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. **THIS ARBITRATION SECTION REQUIRES ALL SUCH DISPUTES TO BE RESOLVED ONLY BY AN ARBITRATOR THROUGH FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS ONLY AND NOT BY WAY OF COURT OR JURY TRIAL, OR BY WAY OF CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION (EXCEPT AS MAY BE PROHIBITED BY APPLICABLE LAW). SUCH DISPUTES INCLUDE, WITHOUT LIMITATION, DISPUTES ARISING OUT OF OR RELATING TO INTERPRETATION OR APPLICATION OF THIS ARBITRATION SECTION, INCLUDING THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THIS ARBITRATION SECTION OR ANY**

PORTION OF THIS ARBITRATION SECTION. ALL SUCH MATTERS SHALL BE DECIDED BY AN ARBITRATOR, AND NOT BY A COURT OR JUDGE.

(3) Covered Disputes. Except as it otherwise provided herein, this arbitration Section applies, without limitation, to all "Covered Disputes," defined as follows: disputes arising out of or related to this Agreement and disputes arising out of or related to Member's relationship with Tendwell, including any of its practitioners, including termination of the relationship; claims based on any purported breach of contract, including breach of the covenant of good faith and fair dealing; claims based on any purported breach of duty arising in tort, including alleged violations of public policy and for emotional distress; claims of negligence; claims of defamation; claims of medical malpractice, including but not limited to any dispute relating to whether any medical services rendered in connection with this Agreement were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered; and claims relating in any manner to Tendwell's Direct Health Care Program. Covered Disputes also include, without limitation, disputes regarding unfair competition, harassment, and claims arising under the Civil Rights Act of 1964, the Americans With Disabilities Act, the Genetic Information Non-Discrimination Act and all similar state laws or any other statutory or common law scheme prohibiting, among other things, discrimination or harassment because of race, color, age, religious creed, national origin, ancestry, disability, sexual orientation, gender identity and sex, and all other similar federal and state statutory and common law claims. This Agreement is intended to require arbitration of every Covered Dispute, claim or other dispute that lawfully can be arbitrated, except for those claims and disputes which by the terms of the Agreement are expressly excluded from this arbitration Section.

(4) Federal Arbitration Act. The Federal Arbitration Act shall govern the interpretation and enforcement of all binding arbitration proceedings under this Agreement. To the extent that the Federal Arbitration Act is inapplicable, state law governing agreements to arbitrate shall apply. The arbitration findings will be final and binding except to the extent that state or federal law provides for the judicial review of arbitration proceedings.

(5) Limitation On How This Section Applies. Nothing in this Agreement is intended to require arbitration of any claim or dispute which the courts of the jurisdiction where Member resides have expressly held are not subject to mandatory arbitration. Nothing in this arbitration provision shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

(6) Initiating Arbitration. In the event a dispute should arise and Member wishes to initiate these arbitration procedures, Member must deliver a written request for arbitration to Tendwell within the time limits which would apply to the filing of a civil complaint in court. Tendwell will deliver a written request to Member for any claim it may wish to assert, also within the time limits which would apply to the filing of a civil complaint in court. If a request for arbitration is not submitted timely, the claim will be deemed to have been waived and forever released.

(7) Arbitration Procedure. The dispute will be decided by a single, neutral, decision-maker, called the arbitrator, through an organization called Judicial Arbitration and Mediation Services ("JAMS"). The arbitrator will be mutually selected by Tendwell and Member. If the parties cannot mutually agree on an arbitrator, then an arbitrator will be selected by the parties according to the method of selection specified by JAMS in its Streamlined Arbitration Rules & Procedures, which can be obtained at www.jamsadr.com .

a. The arbitrator shall be bound by the provisions and procedures set forth in JAMS' Streamlined Arbitration Rules & Procedures. The applicable substantive law shall be the law of the State of Idaho.

b. The parties shall cooperate to the greatest extent practicable in the voluntary exchange of documents and information to expedite the arbitration. After selection of the arbitrator, the parties shall have the right to take depositions and to obtain discovery regarding the subject matter of the action and to use and exercise all of the same rights, remedies and procedures, and be subject to all of the same discovery duties, liabilities and objections as provided by the Federal Rules of Civil Procedure. The arbitrator shall have the authority to rule on motions (including the power to issue orders and determine appropriate remedies) regarding discovery and to issue any protective orders necessary to protect the privacy and/or rights of parties and/or witnesses.

c. The arbitrator shall have the same authority to award remedies and damages on the merits of the dispute as provided to a judge and/or jury under parallel circumstances. However, the arbitrator shall only be permitted to award those remedies in law or equity which are requested by the parties and which are supported by credible, relevant evidence. The arbitrator shall issue a written final and binding opinion and award.

d. The parties expressly agree to resolve any dispute in arbitration on an individual basis only, and not on a class, collective, or private attorney general representative action basis. The arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any claim or issue any relief on a class, collective, or representative basis. If at any point this provision is determined to be unenforceable, the parties agree that this provision shall not be severable, unless it is determined that the arbitration may still proceed on an individual basis only.

e. Following the issuance of the arbitrator's decision, any party may petition a court to confirm, enforce, correct or vacate the arbitrator's opinion and award as set forth in the Federal Arbitration Act.

(8) Fees and Costs of Arbitration. Fees and costs shall be allocated in the following manner: Each party will be responsible for its own attorneys' fees and expenses (except as otherwise provided by law) and the cost of a copy of the reporter's transcript of the proceedings (if desired). The costs of the arbitration will be allocated per the JAMS Policy on Consumer Arbitrations.

(9) Arbitration Hearing and Award. The location of the arbitration proceeding shall be no more than 45 miles from the place where Tendwell last provided services to Member under this Agreement, unless each party to the arbitration agrees in writing otherwise. The parties will arbitrate their dispute before the arbitrator, who shall confer with the parties regarding the conduct of the hearing and resolve any disputes the parties may have in that regard. Within 30 days of the close of the arbitration hearing, or within a longer period of time as agreed to by the parties or as ordered by the arbitrator, any party will have the right to prepare, serve on the other party and file with the arbitrator a brief. The arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this arbitration Section. The arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the arbitrator, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

Connecticut State Membership Terms & Conditions

State Addendum: Connecticut

This State Addendum is incorporated into the Tendwell Direct Health Care Program Membership Agreement (the "Agreement") entered into between Tendwell and the undersigned Member.

The undersigned Connecticut Member acknowledges, understands and agrees to the following:

1. Member is receiving services within the State of Connecticut.

2. Tendwell, LLC is the Tendwell Practice that provides services to Members in the State of Connecticut.

3. All capitalized terms not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.

4. Should any conflict arise between the provisions of this Addendum and the Agreement, this Addendum shall control.

5. The following provisions apply to the services rendered in Connecticut:

A. Governing Law. The Agreement, as it applies to the provision of services subject to this State Addendum, shall be governed by the laws of the State of Connecticut, without regard to any conflicts of law provisions therein.

B. Non-Participation in Connecticut Medicaid. The Member specifically acknowledges that pursuant to state law, neither Tendwell nor any of its practitioners participates in Connecticut's Medicaid program. Member agrees not to bill Medicaid or attempt to obtain Medicaid reimbursement for any services or payments related to any provision of services by Tendwell.

C. Binding Arbitration.

(1) Important Notice Regarding this Section. Arbitration does not limit or affect the legal claims Member may bring against Tendwell. Agreeing to arbitration only affects where any such claims may be brought and how they will be resolved. Arbitration is a process of private dispute resolution that does not involve the civil courts, a civil judge, or a jury. Instead, the parties' dispute is decided by a private arbitrator selected by the parties using the process set forth herein. **THIS SECTION WILL REQUIRE MEMBER TO RESOLVE ANY CLAIM THAT MEMBER MAY HAVE AGAINST TENDWELL ON AN INDIVIDUAL BASIS PURSUANT TO THE TERMS OF THE AGREEMENT. EXCEPT AS MAY BE PROHIBITED BY APPLICABLE LAW, THIS SECTION WILL PRECLUDE MEMBER FROM BRINGING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST TENDWELL; AND ALSO PRECLUDES MEMBER FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE CLASS, COLLECTIVE, OR**

REPRESENTATIVE ACTION BROUGHT AGAINST TENDWELL BY SOMEONE ELSE. The mere existence of such class, collective, and/or representative lawsuits, however, does not mean that such lawsuits will ultimately succeed. By agreeing to arbitration with Tendwell, Member is agreeing in advance that Member will not participate in and therefore will not seek to recover monetary or other relief under such class, collective, and/or representative lawsuit (except as may be prohibited by applicable law). Member will not be precluded from bringing claims against Tendwell in an individual arbitration proceeding. If successful on such claims, Member could be awarded money or other relief by an arbitrator.

(2) How This Section Applies. This Section applies to any Covered Dispute (as defined in sub-section 3 below) and survives after the Agreement terminates. Nothing contained in this Section shall be construed to prevent or excuse Member from utilizing any procedure for resolution of complaints established in this Agreement (if any), and this Section is not intended to be a substitute for the utilization of such procedures. Except as it otherwise provides, this arbitration Section is intended to apply to the resolution of Covered Disputes or any other disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. **THIS ARBITRATION SECTION REQUIRES ALL SUCH DISPUTES TO BE RESOLVED ONLY BY AN ARBITRATOR THROUGH FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS ONLY AND NOT BY WAY OF COURT OR JURY TRIAL, OR BY WAY OF CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION (EXCEPT AS MAY BE PROHIBITED BY APPLICABLE LAW). SUCH DISPUTES INCLUDE, WITHOUT LIMITATION, DISPUTES ARISING OUT OF OR RELATING TO INTERPRETATION OR APPLICATION OF THIS ARBITRATION SECTION, INCLUDING THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THIS ARBITRATION SECTION OR ANY PORTION OF THIS ARBITRATION SECTION. ALL SUCH MATTERS SHALL BE DECIDED BY AN ARBITRATOR, AND NOT BY A COURT OR JUDGE.**

(3) Covered Disputes. Except as it otherwise provided herein, this arbitration Section applies, without limitation, to all "Covered Disputes," defined as follows: disputes arising out of or related to this Agreement and disputes arising out of or related to Member's relationship with Tendwell, including any of its practitioners, including termination of the relationship; claims based on any purported breach of contract, including breach of the covenant of good faith and fair dealing; claims based on any purported breach of duty arising in tort, including alleged violations of public policy and for emotional distress; claims of negligence; claims of defamation; claims of medical malpractice, including but not limited to any dispute relating to whether any medical services rendered in connection with this Agreement were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered; and claims relating in any manner to Tendwell's Direct Health Care Program. Covered Disputes also include, without limitation, disputes regarding unfair competition, harassment, and claims arising under the Civil Rights Act of 1964, the Americans With Disabilities Act, the Genetic Information Non-Discrimination Act and all similar state laws or any other statutory or common law scheme prohibiting, among other things, discrimination or harassment because of race, color, age, religious creed, national origin, ancestry, disability, sexual orientation, gender identity and sex, and all other similar federal and state statutory and common law claims. This Agreement is intended to require arbitration of every Covered Dispute, claim or other dispute that lawfully

can be arbitrated, except for those claims and disputes which by the terms of the Agreement are expressly excluded from this arbitration Section.

(4) Federal Arbitration Act. The Federal Arbitration Act shall govern the interpretation and enforcement of all binding arbitration proceedings under this Agreement. To the extent that the Federal Arbitration Act is inapplicable, state law governing agreements to arbitrate shall apply. The arbitration findings will be final and binding except to the extent that state or federal law provides for the judicial review of arbitration proceedings.

(5) Limitation On How This Section Applies. Nothing in this Agreement is intended to require arbitration of any claim or dispute which the courts of the jurisdiction where Member resides have expressly held are not subject to mandatory arbitration. Nothing in this arbitration provision shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

(6) Initiating Arbitration. In the event a dispute should arise and Member wishes to initiate these arbitration procedures, Member must deliver a written request for arbitration to Tendwell within the time limits which would apply to the filing of a civil complaint in court. Tendwell will deliver a written request to Member for any claim it may wish to assert, also within the time limits which would apply to the filing of a civil complaint in court. If a request for arbitration is not submitted timely, the claim will be deemed to have been waived and forever released.

(7) Arbitration Procedure. The dispute will be decided by a single, neutral, decision-maker, called the arbitrator, through an organization called Judicial Arbitration and Mediation Services ("JAMS"). The arbitrator will be mutually selected by Tendwell and Member. If the parties cannot mutually agree on an arbitrator, then an arbitrator will be selected by the parties according to the method of selection specified by JAMS in its Streamlined Arbitration Rules & Procedures, which can be obtained at www.jamsadr.com .

a. The arbitrator shall be bound by the provisions and procedures set forth in JAMS' Streamlined Arbitration Rules & Procedures. The applicable substantive law shall be the law of the State of Connecticut.

b. The parties shall cooperate to the greatest extent practicable in the voluntary exchange of documents and information to expedite the arbitration. After selection of the arbitrator, the parties shall have the right to take depositions and to obtain discovery regarding the subject matter of the action and to use and exercise all of the same rights, remedies and procedures, and be subject to all of the same discovery duties, liabilities and objections as provided by the Federal Rules of Civil Procedure. The arbitrator shall have the authority to rule on motions (including the power to issue orders and determine appropriate remedies) regarding discovery and to issue any protective orders necessary to protect the privacy and/or rights of parties and/or witnesses.

c. The arbitrator shall have the same authority to award remedies and damages on the merits of the dispute as provided to a judge and/or jury under parallel circumstances. However, the arbitrator shall only be permitted to award those remedies in law or equity which are requested by the parties and which are supported by credible, relevant evidence. The arbitrator shall issue a written final and binding opinion and award.

d. The parties expressly agree to resolve any dispute in arbitration on an individual basis only, and not on a class, collective, or private attorney general representative action basis. The arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any claim or issue any relief on a class, collective, or representative basis. If at any point this provision is determined to be unenforceable, the parties agree that this provision shall not be severable, unless it is determined that the arbitration may still proceed on an individual basis only.

e. Following the issuance of the arbitrator's decision, any party may petition a court to confirm, enforce, correct or vacate the arbitrator's opinion and award as set forth in the Federal Arbitration Act.

(8) Fees and Costs of Arbitration. Fees and costs shall be allocated in the following manner: Each party will be responsible for its own attorneys' fees and expenses (except as otherwise provided by law) and the cost of a copy of the reporter's transcript of the proceedings (if desired). The costs of the arbitration will be allocated per the JAMS Policy on Consumer Arbitrations.

(9) Arbitration Hearing and Award. The location of the arbitration proceeding shall be no more than 45 miles from the place where Tendwell last provided services to Member under this Agreement, unless each party to the arbitration agrees in writing otherwise. The parties will arbitrate their dispute before the arbitrator, who shall confer with the parties regarding the conduct of the hearing and resolve any disputes the parties may have in that regard. Within 30 days of the close of the arbitration hearing, or within a longer period of time as agreed to by the parties or as ordered by the arbitrator, any party will have the right to prepare, serve on the other party and file with the arbitrator a brief. The arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this arbitration Section. The arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the arbitrator, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.