MASTER SERVICE TERMS AND CONDITIONS
Medallus Medical®
Clinic Affiliation

THESE MASTER SERVICE TERMS AND CONDITIONS GOVERN YOUR ACCESS TO AND USE OF THE MEDALLUS MEDICAL® MEMBERSHIP PROGRAM AND RIGHT TO SERVICE MEDALLUS MEDICAL® MEMBERS. THE MEMBERSHIP PROGRAM IS PROTECTED UNDER COPYRIGHT, TRADE SECRET, AND OTHER INTELLECTUAL PROPERTY RIGHTS. CERTAIN RIGHTS RELATED TO THE MEMBERSHIP PROGRAM AND THE MEDALLUS MEDICAL® NAMES AND MARKS ARE LICENSED, NOT SOLD, TO YOU. READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING THE MEDALLUS MEDICAL® CLINIC AFFILIATION AGREEMENT. IF YOU ARE NOT WILLING TO AGREE TO THESE MASTER SERVICE TERMS AND CONDITIONS, YOU MUST NOT PROVIDE MEDICAL CARE TO OUR MEMBERS.

BY ACCEPTING THESE MASTER SERVICE TERMS AND CONDITIONS, EITHER BY EXECUTING A CLINIC AFFILIATION AGREEMENT WITH US THAT REFERENCES THESE TERMS AND CONDITIONS OR BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, YOU AGREE TO THE TERMS AND CONDITIONS OUTLINED BELOW. IF YOU ACCEPT THESE MASTER TERMS AND CONDITIONS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OUTLINED BELOW. THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OUTLINED BELOW, YOU MUST NOT ACCEPT THESE MASTER SERVICE TERMS AND CONDITIONS OR A CLINIC AFFILIATION AGREEMENT AND MAY NOT PROVIDE MEDICAL CARE TO MEMBERS OF THE MEDALLUS MEDICAL® MEMBERSHIP PROGRAM.

EXCEPT WITH OUR PRIOR WRITTEN CONSENT, YOU MAY NOT ACCESS OR USE THE MEMBERSHIP PROGRAM IF YOU ARE OUR DIRECT COMPETITOR OR FOR PURPOSES OF REVIEWING OR ASSESSING THEIR PERFORMANCE, FUNCTIONALITY, OR AVAILABILITY, OR FOR ANY OTHER COMPETITIVE PURPOSES.

These Master Service Terms and Conditions were last updated on **January 26, 2018**. They are effective between you and us as of the Effective Date (defined below).

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, and intending to be legally bound, the parties agree as follows:

1. DEFINITIONS

1.1 Agreement. The “Agreement” means these Master Service Terms and Conditions and all related provisions, commitments, and obligations, and includes any addenda and supplements thereto and any accompanying or related Clinic Affiliation Agreement.

1.2 Clinic Affiliation Agreement. The “Clinic Affiliation Agreement” means that certain document between you and us that establishes your affiliation with us to provide Medical Care to our Members and that refers to and incorporates these Master Service Terms and Conditions. In the event of conflict, the provisions of the Clinic Affiliation Agreement supersede the corresponding provisions of these Master Service Terms and Conditions.

1.3 Clinic Rules. The “Clinic Rules” means the rules of the System as may be amended by us from time to time. The Clinic Rules describe the terms and conditions applicable to your association with the Membership Program and your treatment of and sales of services and products to Patients.

1.4 Confidential Information. “Confidential Information” includes any information that relates to us or the Membership Program, including, but not limited to, trade secrets, discoveries, ideas, designs, drawings, manuals, specifications, standards, guidelines, procedures, techniques, models, strategies, data, programs, documentation, processes, know-how, the identities of persons and entities, contact information, marketing plans, and financial and technical information and includes information that we mark as confidential or proprietary or that you know that is treated by us as confidential or proprietary.

1.5 “Effective Date” means the date on which you accept this Agreement, whether such acceptance is accomplished by executing the Clinic Affiliation Agreement with us that references this Agreement or by clicking a box indicating your acceptance or otherwise.

1.6 Marks. “Marks” include the names “Medallus” and “Medallus Medical” and the Medallus logos, taglines, designs, and other commercial symbols, and related U.S. and foreign registrations, as well as various unregistered trademarks and service marks. We may maintain in the Membership Program Manual a list of all the trademarks, service marks and other designations that you are licensed to use. In our sole discretion, we may supplement your license by adding new marks to the list in the Membership Program Manual.

1.7 Member or Members. “Member” or Members” mean one or more of the individuals, families, or other entities having a membership account as part of the Membership Program that is enrolled into such Membership Program, in our reasonable determination.

1.8 Member Agreement. “Member Agreement” means the Medallus Medical™ membership and medical service agreement, and any and all associated rules, regulations, and policies, as amended from time to time.

1.9 Medical Care. “Medical Care” means the medical care and related products and services that you provide to our Members.

1.10 Medical Protocol. “Medical Protocol” means the method of care and service guidelines outlined in the Membership Program Manual.

1.11 Membership Fees. “Membership Fees” refers to the fee the Patient who is a member of the Membership Program pays to access and be included in the Membership Program. This includes, without limitation, initial or periodic membership, enrollment or similar fee payments, but does not include per-visit fees or payments made to you at or near the time of treatment. We reserve the right to change or add new Membership Fees from time to time in our sole discretion.

1.12 Membership Program. “Membership Program” refers to our or affiliate’s program through which Members receive prepaid medical services using a monthly and per visit flat fee model. We or our affiliate manage and administer the Membership Program, including billing and collection of membership accounts.

1.13 Membership Revenue. “Membership Revenue” includes all revenue generated from Membership Fees. It does not include revenue generated from individuals who visit your clinic that are not Patients and that are not related to the Membership Program.

1.14 Membership Program Manual. “Membership Program Manual” means our manual(s) related to the Membership Program as amended from time to time, to which we grant you access or that we loan to you during the period of your contractual relationship with us.

1.15 Patient or Patients. “Patient” or “Patients” means one or more individual patients of your Practice and any other individual or entity who participate in the Membership Program and receive treatment and therefore have a patient relationship with you or with third-party doctors or clinics with whom you contract as a service provider as part of the Membership Program.

1.16 Patient Agreement. "Patient Agreement" means the Medallus patient or membership agreement together with the attachments and information, as amended from time to time, the Clinic Rules and our privacy policy.

1.17 Practice. “Practice” means the medical practice and clinic(s) that you operate.

1.18 System. “System” means our medical membership system and includes our business services, advertising and promotions, and medical practice and patient payment systems.

1.19 Then-Current Affiliation Agreement. “Then-Current Affiliation Agreement” means the form then currently provided to prospective affiliates and services providers that provide Medical Care to our Members, or if no form is then being provided, a form we select in our sole discretion, which previously has been delivered to and executed by an affiliate or service provider of ours.

1.20 We/Us/Our. “We”, “Us” or “Our” means Medallus Management, LLC, a Utah limited liability company and is the party with whom you, the service provider, is contracting.

1.21 Web Site. “Web Site” means an interactive electronic document, contained in a network of computers linked by communications software that you operate or authorize others to operate and that refers to the Marks, the Membership Program, the System or us. The term Web Site includes, but is not limited to, Internet and World Wide Web home pages.

1.22 You/Your. “You” or “Your” means the individual, company, or other legal entity that executed your Clinic Affiliation Agreement and/or for which you are accepting this Agreement

2. **AFFILIATION**

2.1 Affiliation and Services.

A. You associate with us to provide medical care to our Members in the area of medicine limited to the scope and experience of your Practice and its providers. You agree to provide Medical Care to Members in accordance with the standard of care in the medical community, within the scope applicable laws and regulations and your Practice and providers’ training and experience, and within our standards and guidelines outlined in our Clinic Rules and Membership Program Manual. You acknowledge and agree that you will provide Medical Care to our Members without unnecessary reason and that you will not request or require Members to visit or return to visit your Practice without sound medical reason and justification.

Subject to the terms and conditions of your Clinic Affiliation Agreement, we grant to you and you accept from us, the license and privilege to use the Marks and marketing materials bearing the Marks and to provide medical care and related medical services to our Members (the “License”), commencing on the Effective Date and for the term outlined in your Clinic Affiliation Agreement. You may use the Marks only at the specific clinic location (the “Premises") identified in your Clinic Affiliation Agreement. You may not operate or assist in the operation of a competing membership program.

You acknowledge and agree that you receive no territorial protection or exclusivity. You acknowledge that we and other companies and clinics affiliated with us may utilize the

Membership Program and the Marks related to the Membership Program to customers who reside at any location, including any location near the Premises. We may purchase or be purchased by, or merge or combine with, competing medical clinics, membership programs, and similar business, wherever located.

B. You may only use the Marks as outlined in the Membership Program Manual. You have the right to participate in the Membership Program (as set forth in the Membership Program Manual and our Clinic Rules) and to indicate to the public that your independent business is part of the Membership Program. You may refer potential Members to us and help us to enroll Members in the Membership Program; however, we control all contracts, accounts, and relationships with Members.

2.2 Equipment. You will obtain computer equipment compatible with our technology as outlined in the Membership Program Manual. You will communicate with us and with other affiliates, clinics and Patients within the System using our established communication guidelines and forms.

You are granted a non-exclusive license to use our software programs and related procedures during the term of your Clinic Affiliation Agreement. This license expires when your Clinic Affiliation Agreement expires or terminates. All software programs and related procedures remain our property. To the extent that the software programs and related procedures constitute Confidential Information, they are subject to the confidentiality agreements we have in place with you and your employees.

2.3 Relocation of the Premises. You will notify us in writing of any relocation of the Premises or of any addition of a new location to your Practice at which you desire to treat our Members. This Agreement will govern your operations at any new or replacement location.

2.4 Rights We Reserve; Nonexclusive. You acknowledge and agree that the licenses granted to you are non-exclusive and that we and our affiliates will have and will retain the right to operate businesses using the System and provide products and services to Patients using the System throughout the United States and internationally, regardless of where Patients or the applicable clinics are located or where transactions are taking place. We retain the right to market and provide products and services to any and all Patients.

To (i) encourage the unrestricted and ongoing development and possible expansion of the System, (ii) increase market share and presence, (iii) create greater patient awareness, greater convenience to patients, and a possible increase in brand awareness, (iv) take the lead in establishing new systems, services and markets, and (v) place System associates or licensees in a superior position with respect to competition in the medical industry, you are not granted any "exclusive territory" or any "exclusive", "protected" or "reserved" territorial or other rights. There is no limitation on our right to locate or consent to the location of other System affiliates, service providers, licensees, businesses or other forms of distribution for any product or service of any type, regardless of the distance from, impact on or vicinity of, your business operations or the number of System businesses in an area or market.

Because growth and diversification of the System is intended to benefit both parties by enhancing the recognition, availability and goodwill of the System and the Marks, you agree that the lack of territorial rights is not unfair to you and does not reflect bad faith by us.

We reserve the right to market, solicit sales, and sell, lease, rent or otherwise dispose of Medallus products and services to any person or patient, including, national accounts, commercial accounts, physicians, physician groups, franchisees, end users, and any other person or patient we may select, regardless of where located. We may exercise our right

directly or indirectly by or through independent contractors that may include franchisees, dealers, physicians, and physicians groups. You acknowledge that we have made no representation concerning exclusivity in any geographic territory or for any patient segment.

3. PAYMENTS AND OTHER FINANCIAL REQUIREMENTS

3.1 No Initial or Ongoing Fees. There are no initial or ongoing fees due or payable by you to us pursuant to your Clinic Affiliation Agreement or this Agreement.

3.2 Member Payments. You shall collect from Members a copay or fee (currently $10 per visit for "home" clinics and $25 per visit for "non-home" clinics) at the time of each visit by a Member who receives Medical Care from your Practice.

3.3 Payment for Services. We will pay to you monthly service fees (the "Service Fees") based on the payment amounts, schedules, rules, processes and in the manner outlined in the Membership Program Manual. Typically, the clinic that provides Medical Care to a specific Member in a given month receives a specified per-Member amount or percentage of the monthly Membership Fees of such Member, depending on whether the Medical Care was primary care, urgent care, or specialty care. These visits and transactions are reconciled on a monthly basis. You acknowledge that you will not be paid any Service Fees on amounts due from Members that are sent to an outside collection agency or for which, or our affiliates or assigns, commence legal action, arbitration proceeding or refereed mediation. You will take reasonable and legal steps to assist us to collect Membership Fees and ensure that such are properly deposited with us, unless otherwise provided in the Membership Program Manual.

We require all membership applications and payment plans submitted by potential Members and Patients, together with the related automatic account withdrawal, automatic payment, credit and debit card payment, automatic pre-authorized payment plan, electronic funds transfer and other forms of direct or Internet payment, through us or through service providers and using processes we designate and outline in the Operations Manual. The companies we designate to process memberships and related payment arrangements may include companies that are affiliated with us or in which we or our owners otherwise have ownership or control.

3.4 Membership Fees. The monthly membership fees will be collected by our system and deposited into our designated account(s). You acknowledge and agree that it is a substantial and material breach and default of this Agreement if you: (i) perform unauthorized deposit or withdrawal of Membership Fees, or (ii) co-mingle your funds with Membership Fees.

3.5 You Will Pay Taxes, Indebtedness, and Costs. You will pay all taxes, assessments, liens, encumbrances, accounts, and other debts, regardless of their nature, assessed against you, the Premises, or inventory, materials, fixtures, and equipment used in your Practice. Payment will be made when due and before delinquent except when being contested in good faith by appropriate proceedings. If we are charged with any tax by the authorized taxing authority of any state or political subdivision, including taxes on sales made to or licenses granted to you, or sales made by you at the Premises, you will pay those taxes and otherwise agree to allow us to deduct any amounts we paid. All costs associated with the Practice will be your sole obligation. We will have no costs, liability or expense whatsoever with respect to your License or medical practice. You will pay promptly when due all indebtedness you incur in connection with the Practice and in your dealings with Patients and our other licensees or associates.

3.6 Records. You will keep a complete and accurate set of books and records of Members and Membership Program transactions related to your Practice. You will date, file in

consecutive order, retain for a period of six years, and make available to us for inspection and audit of all your records.

3.7 Audits. We may audit your reports, books, statements, business records, cash control devices and tax returns at any time during normal business hours. Audits will be conducted at our expense. You will immediately take steps to fix any discrepancies and authorize us to adjust any future Service Fees to counter-balance any previous overpayment. Our right to audit will include the right to examine the books, tax returns and records of other businesses that you own or operate, in whole or in part, to determine whether all revenue to be reported by you has been properly reported and that appropriate fees and contributions have been paid.

4. TRAINING

We will provide training to you as we deem reasonable and advisable in our sole and absolute discretion, including aspects of our Membership Program and Medical Protocol. We may require that you or your team members complete training to our satisfaction. Such training shall be provided to you at no cost. Training may be conducted at locations or through video conferencing as we reasonable designate.

5. STANDARDS OF OPERATION

5.1 Membership Program Manual. Any developments we will make for the benefit of the System and our affiliates and service providers are essential to your involvement in our Membership Program. The continuous development of the System is an important and beneficial aspect of our relationship. We agree to lend to you a copy of the Membership Program Manual. The Membership Program Manual may be delivered to you by hard paper copy, CD-ROM, via an Intranet, Internet, or other downloading mechanism to your computer or via another medium chosen at our discretion. The Membership Program Manual describes the System, including specifications, standards, operating procedures, marketing ideas, membership program requirements and control techniques, and other rules that we may prescribe from time to time. The Membership Program Manual is and will remain confidential and our exclusive property. You will not disclose, copy or duplicate any part of the Membership Program Manual for any reason without our prior written authorization.

From time to time we may amend the Membership Program Manual, including changes that may affect minimum requirements for your operations. You will adhere to the requirements of the Membership Program Manual as we amend it from time to time. You will implement promptly all changes at your cost, unless we otherwise specify. We reasonably may restrict you from producing, stocking, and selling certain goods and services as specified in the Membership Program Manual.

5.2 Standards to Be Maintained. You will follow the System and maintain standards of service that we prescribe. Among other things, you will:

1. Ensure that at all times, your employees are adequately trained in the use of the System and under the direct, on location supervision of you or a trained and competent physician, nurse practitioner, or physician's assistant (as may be required by local or state law) and/or a manager who has been approved and trained by us. Secure and submit within 7 days to us a Confidentiality and Non-Circumvention Agreement, in the form we designate, signed by all new employees you hire that are involved in the Membership Program.

2. Help us to enroll new members or convert existing Patients to Members in compliance with this Agreement, the Member Agreement, and our Membership Program Manual. When assisting us to enroll new members or convert existing Patients, you will not avoid compliance with this Agreement, the Member Agreement, or our Membership Program Manual in order to inflate growth, win awards or earn payments from us or for any other reasons.

3. Strictly comply with the Clinic Rules and the Membership Program Manual.

4. Use commercially reasonable efforts to help us enforce the Member Agreement and Clinic Rules throughout the System.

5. Provide information to us in the format we request and in a timely manner.

6. Work with all Members and Patients that are part of the Membership Program, regardless to whom such member or Patient is assigned. You will ensure that all communications and interactions are professional, courteous, and responsive and not engage in any behavior nor make any representations we reasonably determine to reflect negatively on us or our goodwill or the goodwill associated with the Marks.

7. Help us to record, track, and account for all Members and Membership Fees through our computerized system or as otherwise reasonably designated by us.

8. Maintain your, and our, business reputation by prompt payment of all bills, debts, expenses, and charges arising from your Practice and your operations and prompt payment of all taxes, license and permits required by any governmental unit. You are responsible for all your own expenses and costs of doing business.

You understand and acknowledge that the failure to comply with and uphold these provisions can lead to disciplinary actions up to and including termination of the Clinic Affiliation Agreement.

B. We may enter upon the Premises at reasonable times to verify your compliance with the terms of this Agreement. You and anyone acting as your agent will cooperate fully with us and our agents in connection with these inspections, observations and interviews.

C. You will not sell or dispense any products or services or activities as part of the Membership Program other than those we specifically recognize and approve in writing.

D. At all times you will ensure that your copy of the Membership Program Manual and any other manuals given to you are kept current and up to date. In the event of any dispute as to the contents of the Membership Program Manual, the terms of our master copies maintained at our principal place of business will be controlling.

5.3 <u>You Are to Obtain Permits and Licenses</u>. You will comply with all applicable ordinances, regulations, bylaws, laws and statutes. Prior to providing Medical Care to our Members pursuant to the Membership Program, you will obtain all necessary local permits, licenses, and improvements and business forms, including without limitation any permits or licenses required to be part of a discounted or pre-paid medical program, as applicable in your local jurisdiction.

5.4 Advertising Standards. We will direct all local, regional, national, and international advertising programs. We will have sole discretion over the creative concepts, materials, endorsements, placement and allocation of money for all advertising.

Except with our prior written permission, you will not, under any circumstances, place advertisements using the Marks in any area, including in or originating from the market area immediately surrounding the Premises, as outlined in the Membership Program Manual. All Internet and social media marketing using the Marks must be coordinated through us and approved by us. You may not market the Membership Program independently on the Internet or in social media or acquire an independent Internet domain name or Web Site. Unless the context otherwise indicates, any reference to the Internet and social media includes methods of accessing limited access electronic networks, such as Intranets, Extranets, and WANs. You may continue to advertise your independent clinic through any means you deem appropriate but must comply with the terms of this provision when using or referring to the Marks in any such advertising media, method, or campaign.

You will use the Marks in strict conformity to the Membership Program Manual and will include in any advertisement, or promotional materials that use the Marks, appropriate trademark notices as may be required by the Membership Program Manual. All copyrighted materials we supply to you or are otherwise used by you in connection with the Membership Program will contain copyright notices as required by the Membership Program Manual.

5.5 Marks, Membership Program Manual, and System Are Our Exclusive Property. You agree that the Marks, Membership Program Manual, and System are our, our parent's, and our affiliate's sole and exclusive property. Except for the rights granted to you by this Agreement, nothing in this Agreement or any other agreement will give you or others any right, title, or interest whatsoever in or to the Marks, Membership Program Manual, or System. You will not use the name Medallus or other Marks as any part of the name of your corporation, limited liability company, or other business organization of any kind or for any similar purpose.

You will immediately notify us of any infringement of, or challenge to, your use of the Marks. We will have sole discretion to take or not to take action, as we deem appropriate. If we undertake the defense or prosecution of any litigation involving you or any litigation involving the Marks or the System, you agree to execute any and all documents and to undertake any and all actions, which in the opinion of our counsel are necessary or advisable to carry out the defense or prosecution.

Any and all goodwill associated with the Marks, including any goodwill that might be deemed to have arisen through your activities, will accrue directly and exclusively to our benefit, except as otherwise provided by applicable law. You appoint us as your agent and attorney-in-fact to amend or cancel any Registered User or Business Name filings obtained by you or on your behalf that involve or pertain to the Marks.

From time to time there may be controversy about this Agreement, its interpretation, or performance or breach by the parties. You recognize the unique value and secondary meaning attached to the System, the Marks and our standards of operation and trade practices. You agree that any noncompliance with the terms of this Agreement or any unauthorized or improper use of the System or the Marks will cause irreparable damage to our licensees and us. You agree that if you engage in any unauthorized or improper use, during or after the period of this Agreement, we will be entitled to both permanent and temporary injunctive relief from any court of competent jurisdiction in addition to any other remedies prescribed by law.

All the improvements, inventions and developments you make, develop or create for use in the System or arising from or related to the Membership Program or any of our Confidential

Information will be our property and we, our parent, and our affiliates alone will hold any patent, trademark registration or other form of protection for those improvements, inventions, developments, processes, methods and practices.

5.6 The Marks, Membership Program Manual, and System May Be Changed. You acknowledge that the Marks, Membership Program Manual and System, including any future amendments or modifications to them, have substantial value, and that the conditions, restrictions, covenants not to compete, and other limitations imposed by this Agreement are necessary, equitable, and reasonable for the general benefit of you, us, and others enjoying any lawful economic interest in the Marks, Membership Program Manual, and System.

We may change or modify any part of the Marks, Membership Program Manual, or System from time to time at our sole discretion. You will accept, use, and protect, for the purposes of this Agreement, all changes and modifications as if they were a part of the Marks, Membership Program Manual, and System at the time this Agreement is executed. You will bear all costs and expenses that may be reasonably necessary as a result of such changes or modifications. Under no circumstances will we be liable to you for any damages, costs, losses, or detriments related to any of these changes or modifications.

Complete and detailed uniformity of the Marks, Membership Program Manual, and System under the varying conditions to be experienced by our affiliates and service providers may not be possible or practicable. Therefore we reserve the right, at our discretion, to accommodate your special needs, or those of any other of our licensees.

5.7 Non-Disclosure of Confidential Information. You acknowledge that you will receive valuable Confidential Information. You specifically acknowledge that our Confidential Information is proprietary to us, and remains our sole exclusive property. You further acknowledge that our Confidential Information is unique and novel to us. You will return all materials such as operations manuals and all other material you receive from us to us upon expiration or termination of this Agreement. You also acknowledge your responsibility to us for any misuse or publication of the Confidential Information by any of your employees. You agree not to copy, download to Internet, intranet, modem, fax, e-mail, mail, divulge, or send any Confidential Information directly or indirectly to any other person or enterprise outside of the System. During the term of this Agreement and after it expires or is terminated, you will never communicate, fax, e-mail, post on an Internet electronic bulletin board, divulge or use in any other manner, either for your benefit or the benefit or any other person, persons, partnerships, associations, companies or corporations any Confidential Information.

You agree to not communicate or divulge the contents of our Membership Program Manuals or any other information related to the System or to the operation of the Membership Program or the System to any person or entity except to your manager or other employees as we authorize in writing. You may only use the Membership Program Manual in the course of your performance under this Agreement, subject to the provisions and duration of the Clinic Affiliation Agreement. You agree to fully and strictly adhere to all security procedures we prescribe for maintaining the confidentiality of the information. You agree to disclose information to your employees only to the extent necessary to conduct Membership Program business.

You will require as a condition of the employment of your employees and anyone else providing services to you that they maintain and protect our Confidential Information. You will ensure that all of your employees execute an approved confidentiality, non-disclosure, and non-competition agreement. You must follow our security procedures, which may include the execution of approved Intranet and Internet usage agreements. You will be responsible to enforce compliance with this Agreement by your employees. We may also enforce the nondisclosure agreement against your managers or employees, at our option. If you become aware of any

actual or threatened violations by any of your employees or anyone else providing services to you, you will promptly and fully advise us in writing of all related facts known to you. You will cooperate with us in all ways we reasonably request to prevent or stop any violation. This may include instituting or permitting to be instituted in your name any demand, suit or action that we determine is advisable. The demand, suit or action may be maintained and prosecuted by you and us at your expense. You will also require any third party to whom you disclose any of our Confidential Information, including but not limited to consultants, distributors, and agents, to execute an approved confidentiality, nondisclosure and non-competition agreement.

This section contains prohibitions based upon an understanding that you, your key employees, your officers, your partners, your employees, members and stockholders (as applicable) will possess knowledge of business and operating methods and confidential or proprietary information, disclosure of which would prejudice our interests and our other licensees.

If you develop any new concept, product, process or improvement in the System, you agree to promptly notify Medallus and provide Medallus with all necessary related information, without compensation. You assign to us all such concepts, processes or improvements and acknowledge that all such concepts, processes or improvements will become Medallus property, and Medallus may use or disclose such concepts, processes or improvements to licensees, Patients, and employees as we may determine to be appropriate.

5.8 Covenants Against Competition and Solicitation. You will diligently, faithfully, and honestly perform your obligations pursuant to this Agreement. You will use your best efforts to develop, promote and enhance the Membership Program. You will not engage in any activity or business enterprise that conflicts with or impairs these obligations.

During the term of the Clinic Affiliation Agreement and for a period of **720** days after its expiration or termination, for any reason and regardless of who terminates the Agreement, neither you nor your owners, shareholders, members, partners, directors, officers, employees, consultants, distributors, or agents, nor the members of your or their immediate families or households (who have access to or knowledge of the Membership Program Manual or System), will directly or indirectly participate as an owner, shareholder, member, partner, director, officer, employee, consultant, franchisor, franchisee, distributor, advisor or agent, or serve in any other capacity in any business (including any business in formation) engaged or to be engaged in any business that offers medical membership programs and pre-payment systems or that offers products or services that are essentially the same as, or substantially similar to, the products and services that are part of the Membership Program or the System. For greater clarity and the avoidance of doubt, this Section is not intended to restrict your ability to provide medical services in general. We may waive this covenant only in a writing signed by our President. During all of these periods, you agree to promptly and fully disclose to our President any business opportunity coming to your attention, or conceived or developed in whole or in part by you, which relates to our or our affiliates' business.

You acknowledge and agree that any and all Patients that have enrolled in the Membership Program as of the date of any expiration or termination of the Clinic Affiliation Agreement will continue as our Members and for at least 720 days after such expiration or termination you will not operate, solicit patients to enroll in, or offer any medical membership or pre-payment program.

These covenants apply within 50 miles of the Premises, and within 50 miles of any other Medallus office or territory (including any licensee or clinic), and within the United States of America.

We may waive this covenant only in a writing signed by our President. During all of these periods, you agree to promptly and fully disclose to our President any business opportunity coming to your attention, or conceived or developed in whole or in part by you, which relates to our or our affiliates' business.

For greater clarity and the avoidance of doubt, the non-competition covenants and restrictions outlined in this Section relate to medical and membership programs and pre-payment systems similar to the Membership Program and the System.

If you are not a licensed physician, this Section is intended to completely restrict your ability to operate a medical or urgent care clinic and/or medical membership or pre-payment program according to the restrictions outlined in this Section.

If you are a licensed physician and practiced medicine, this Section is not intended to restrict your ability to provide medical services in general. However, you may not operate, solicit patients for, or offer any medical membership or pre-payment program, according to the restrictions outlined in this Section.

You will ensure that you and your owners, directors, officers, partners, shareholders, members, employees, consultants, and agents, during the term of the Clinic Affiliation Agreement and for a period of two years after its expiration or termination do not:

> divert or directly or indirectly attempt to divert any of our business or any Patient, associate, franchisee, or employee to any competing urgent care operation or medical membership program or pre-payment system;
>
> undertake or attempt to solicit or otherwise agree privately with Patients, associates, franchisees, or employees to provide consultation or support related to any urgent care operation or medical membership program or pre-payment system, other than through Membership Program and the System or otherwise attempt to circumvent the Membership Program or the System;
>
> employ or seek to employ any person we employ or any other person who is at that time operating or employed by or at any of our franchises, or otherwise directly or indirectly induce these persons to leave their employment;
>
> act as a paid or unpaid advisor, employee, or board member or function in any other way affiliated with any urgent care operation or medical membership program or pre-payment system.

You and we stipulate that, in light of all of the facts and circumstances of the relationship between you and us, the covenants, restrictions and agreements referred to in this section (including without limitation their scope, duration and geographic extent) are fair and reasonably necessary for the protection of our confidential information, goodwill and other protectable interests. If a court of competent jurisdiction should decline to enforce any of those covenants and agreements, you and we request the court to reform these provisions to restrict your use of Confidential Information, non-solicitation, ability to compete with us, and any other covered topics to the maximum extent, in time, scope of activities, and geography, the court finds enforceable under Utah law or other applicable law.

You acknowledge that we will suffer immediate and irreparable harm that will not be compensable by damages alone if you repudiate or breach any of the provisions of this section and the section entitled "Nondisclosure of Confidential Information" above, or threaten or attempt to do so. For this reason, under these circumstances, we, in addition to and without

limitation of any other rights, remedies or damages available to us at law or in equity, will be entitled to obtain temporary, preliminary and permanent injunctions in order to prevent or restrain the breach, and we will not be required to post a bond as a condition for the granting of this relief. You also agree that a violation of any of these sections would entitle us, in addition to all other remedies available at law or equity, to recover from you any and all funds, including, without limitation, wages, salary, and profits, which will be held by you in constructive trust for us, received by you in connection with such violation.

You specifically acknowledge the receipt of adequate consideration for the covenants contained in this section and the sections entitled "Nondisclosure of Confidential Information" above and that we are entitled to require you to comply with these sections. These sections will survive termination or expiration of this Agreement. You represent that if this Agreement expires or is terminated, whether voluntarily or involuntarily, you have experience and capabilities sufficient to enable you to find employment or otherwise earn a livelihood in areas which do not violate this Agreement and that our enforcement of a remedy by way of injunction will not prevent you from earning a livelihood.

The provisions relating to interests in any other business will not apply to your ownership of outstanding securities of any corporation whose securities are publicly held and traded. Provided that you hold these securities for investment purposes only and that your total holdings do not constitute more than five percent of the outstanding securities of the corporation.

You will ensure that all of your owners, shareholders, members, partners, directors, officers, employees, consultants, distributors, and agents execute a confidentiality, nondisclosure, and non-competition agreement in a form approved by us.

6. **RENEWAL**

If you are not in breach of this Agreement, you may renew your Clinic Affiliation Agreement as outlined therein. You must execute our Then-Current Affiliation Agreement to renew. If you do not, we may conclude that you do not intend to renew. You acknowledge that fees will be set under the Membership Program Manuals or the Then-Current Affiliation Agreement and may vary materially from the terms of your Clinic Affiliation Agreement.

We may refuse to renew your Clinic Affiliation Agreement if you fail to satisfactorily comply with it or the terms and conditions outlined herein. The determination of satisfactory compliance will be within our exclusive discretion in good faith.

You have no automatic right to continue as our authorized service provider following expiration or termination of your Clinic Affiliation Agreement. If you continue to serve as our authorized service provider with our express or implied consent, following the expiration or termination of your Clinic Affiliation Agreement, the continuation will be a month-to-month extension of your Clinic Affiliation Agreement. Your Clinic Affiliation Agreement will then be terminable by either party upon 30 days written notice. All provisions of this Agreement will apply while operations continue.

7. **TERMINATION**

Either party may terminate the Clinic Affiliation Agreement as outlined therein. The following provisions are in addition to all other remedies available to us at law or in equity. We may immediately terminate your Clinic Affiliation Agreement and any other related agreements between the parties without other cause, and without giving you an opportunity to cure, if you (or your owners, officers or key employees):

(1) Make an assignment for the benefit of creditors, make a formal or informal proposal to creditors to restructure debts because of insolvency, admit inability to pay obligations as they become due, file a voluntary petition of bankruptcy, do not obtain the dismissal of involuntary bankruptcy proceedings within thirty days of commencement, or are adjudicated bankrupt or insolvent.

(2) Fail to operate your Practice continuously and actively for 14 consecutive days or for any shorter period after which it is reasonable under the facts and circumstances to conclude that you do not intend to continue to service our Members pursuant to the Membership Program or maintain a suitable premises.

(3) Fail to comply with any requirement of this Agreement or of any related agreement between the parties within twelve months after having received the most recent of two or more Notices to Cure deficiencies in performance of the same or any other requirement pursuant to Subsection (A) above, whether or not you had corrected your earlier failures to comply after we delivered notice to you. This includes complaints for material ethics or Clinic Rules violations we find or have found to have merit

(4) Make or have made any material misrepresentation or misstatement regarding your qualification and ability to service our Members or with respect to your Practice.

(5) Allow the Premises to be seized, taken over, or foreclosed by a creditor, lien-holder, or lessor; let a final judgment against you remain unsatisfied for thirty days (unless a supersedeas or other appeal bond is filed); or allow a levy of execution upon the Premises or your Practice or upon any property used in the Practice that is not discharged by means other than levy within five days of the levy.

(6) Are convicted of a felony, or are convicted of any criminal misconduct relevant to the operation of your Practice or the Membership Program. You understand and agree that if you or any of your partners, officers, or directors pleads no contest to a felony or has an adverse final judgement entered in a civil action for fraud, dishonesty, conversion, misrepresentation or any other matter involving moral turpitude which, in our sole judgement, substantially impairs the goodwill associated with us, the Marks or the System.

(7) Operate your Practice in a manner that creates an imminent danger to public health or safety.

(8) Transfer or attempt to Transfer this Agreement without our prior written consent.

(9) Attempt to unilaterally repudiate this Agreement or the performance or observance of any of its terms, conditions, covenants, provisions or obligations by any conduct evidencing your intention to no longer comply with or be bound by this Agreement.

(10) You engage or attempt to engage in any act in violation of the Confidential Information requirements of this Agreement or any other agreement between you and us or our affiliates.

Because state laws vary, the provisions of this Agreement may state periods of notice less than those required by applicable law. They may provide for termination, cancellation, nonrenewal or the like other than according to applicable law. They will be extended or modified to comply with applicable law.

You Will Discontinue Use of Marks, Membership Program Manual, and System. Substantial damages that are difficult to determine at the date of execution of this Agreement will accrue to us if you do not comply with any of the following requirements upon expiration or termination of this Agreement. Upon expiration or termination of this Agreement, you will:

(A) Immediately cease using the Marks (or any names or marks deceptively similar to them), the Membership Program Manual and the System.

(B) Return to us all copies of the Membership Program Manual. Return to us all records, files, instructions, correspondence, and materials in your possession or control related to the System. You will give us a complete and accurate summary of your advertisers, patients and prospects, including their names, addresses, telephone numbers and related file records.

(C) Notify Internet, email, electronic network, directory and listing entities of the termination of your right to use the Marks and to instruct and authorize these entities to remove the Marks from all listings that contain the Marks or to transfer them to us or to our designee. You appoint us as your agent and attorney-in-fact to effect the de-identification or transfer of these directory listings, domain names and Internet directory listings to us. You agree that we will be treated as the subscriber for the directory listings. We will have full authority to instruct the applicable directory and listing companies on the use and disposition of the listings. You release and indemnify these companies from any damage or loss because they follow our instructions.

(D) Make reasonable modifications to the interior and exterior of any premises to reduce your identification as a part of the System. These modifications will include reasonable alterations to remove signage and marketing and promotional materials identifying or related to the Membership Program. You will advise all patients or prospective patients coming to the Premises or telephoning you that you are no longer associated with us.

(E) Abide by all provisions of the restriction upon communication of Confidential Information and the post-termination non-circumvention and non-competition covenants set forth in this Agreement and the Confidentiality and Non-Circumvention Agreement.

(F) Relinquish your rights and access to any Member information, unless otherwise required by law, and any Membership Fee accounts.

(G) Relinquish management of the memberships of any then-current Patients.

(H) Return to us all proprietary and confidential materials, including Patient lists and transaction records, codes, signage, advertising and marketing materials, service agreements and other forms, printed files, Patients account information, security codes and the like as described in the Membership Program Manual. If you fail to return or cease use of any of these items, we may enter your business premises without being guilty of trespass or any other tort to remove and retain the items. You will pay to us, on demand, any expenses we incur in trying to remove or collect the items or in attempting to have you cease use of them.

8. **TRANSFER**

Your rights and obligations under the Clinic Affiliation Agreement are exclusive to you. We enter the Clinic Affiliation Agreement, in part, in reliance upon the individual or collective character, skill, attitude, business ability and financial capacity of you (or your shareholders, members or partners, if you are a corporation, limited liability company, partnership or other entity). Whether voluntarily or involuntarily, neither you, your owners, partners nor others claiming an interest in the Clinic Affiliation Agreement or the License will sell, transfer, assign, encumber, give, lease,

sublease, or allow any other person to conduct business in or through (collectively called "Transfer") the whole or any part of this Agreement. Any attempted Transfer without our prior written consent will be void and shall constitute a substantial and material breach of this Agreement and good cause for termination. For greater certainty and avoidance of doubt, this Section shall also apply to any Transfer or attempted Transfer because of the death or incapacity of you or any of your partners, members or shareholders.

If you are selling your entire Practice we may allow you to also transfer this Agreement with such sale in our sole and absolute discretion. If we consent to any Transfer, the following conditions must be met:

(1) The transferee assumes your obligations to any and all third parties. You will remain bound by your covenants in this Agreement or other agreements to not disclose Confidential Information and to not compete with our licensees or us.
(2) The transferee executes all documents we then require of new associates or licensees, including our Then-Current Affiliation Agreement.
(3) The transferee meets our standards for quality of character, financial capacity, and experience required of a new or renewing licensee. You will provide information we require to prove the transferee meets our standards.

Our consent to a proposed Transfer will not be a waiver of any claims we may have against you (or your owners), nor will it be a waiver of our right to demand exact compliance with this Agreement.

A. We may Transfer this Agreement. If we do it will be binding upon and inure to the benefit of our successors and assigns. Specifically, you agree that we may sell our assets, assign the Marks, or sell the System outright to a third party, go public, engage in a placement of some or all of our securities, merge, acquire other entities or be acquired by other entities, or undertake a refinancing, recapitalization, re-organization, leveraged buyout or other economic or financial restructuring. As for any or all of these sales, assignments and dispositions, you waive any claims, demands or damages arising from or related to the loss of the Marks (or any variation of them) or the loss of association with or identification as part of our system. We will not be required to remain in any particular form of business or to offer to you products, whether or not bearing our Marks.

9. **INDEMNITY, INSURANCE, CONDEMNATION AND CASUALTY**

9.1 Indemnity. You will indemnify and hold us harmless from all fines, suits, proceedings, claims, demands, actions, losses, attorney fees and damages arising out of or connected with or related to the License, the Practice, and the business activities, acts or omissions of you, your employees, vendors, suppliers, and agents, including those brought against you and us jointly alleging that you and we were negligent or otherwise liable. We will not be liable to you or to any other person because of your act, omission, neglect, or breach. If it is established that both you and we were negligent or otherwise liable, you and we will contribute to the relevant award, and the obligation to indemnify and hold harmless shall be determined, based upon the adjudicated and assigned respective degree of fault. In the event of a settlement prior to adjudication, you and we will agree to degrees of fault. You and we will contribute to the relevant settlement, and the obligation to indemnify and hold harmless shall be determined, based upon the agreed degree of fault. All provisions of this Section will be subject to these contribution and allocation of indemnification provisions.

You will defend us at your own expense in any legal or administrative proceeding subject to this subsection. Attorneys we approve will conduct the defense. Our approval will not be unreasonably withheld. You will immediately pay and discharge any liability rendered against

us in any proceeding, including any settlement that we approve in writing. You will not settle any claim against us without our prior written approval. In our sole discretion and upon prior written notice to you, we may settle or defend any claims against us at your expense, including attorney fees that we pay or incur in settling or defending. Promptly upon demand, you will reimburse us for any and all legal and other expenses we reasonably incur in investigating, preparing, defending, settling, compromising or paying any settlement or claim, including monies that we pay or incur in settling or defending such proceeding. At our sole discretion we may withhold such monies due to us from current and future amounts payable to you.

All references in this Agreement that provide that you will indemnify or defend us or that you will name us under any insurance policy will also mean that our affiliates, directors, officers, and employees will be also and equally indemnified, defended or named.

9.2 Insurance. During the term of your Clinic Affiliation Agreement, you will obtain and keep in force by advance payment of premium appropriate liability insurance as required by local laws and regulations of the jurisdiction within which the Premises resides. The insurance will not be limited in any way because of any insurance we maintain. Maintenance of the required insurance will not diminish your liability to us under the indemnities contained in this Agreement. We may require you to increase the minimum limits of coverage to keep pace with regular business practice and prudent insurance custom.

10. **NOTICE AND MISCELLANEOUS**

10.1 Notices. All notices permitted or required by this Agreement will be in writing. They may be sent by certified or registered mail, postage prepaid and "return receipt requested". They may be delivered by Federal Express, or other reputable air courier service, requesting delivery with receipt on the most expedited basis available. Notices will be delivered to you at the Premises or your other business headquarters, to us at our headquarters (currently in South Jordan, Utah), or to other locations specified in writing. Notices may be delivered and receipted to you personally at any location.

10.2 Business Name. You will execute any documents we may from time to time direct, to be retained by us until this Agreement ends, to evidence that you abandon, relinquish, and terminate your right or interest you may claim in or to the Marks and the name **Medallus**.

10.3 We and You Are Not Joint Venturers, Partners, or Agents. You are and will remain an independent contractor. You and we are not and will never be considered joint venturers, partners, employees, or agents one for the other. Neither will have the power to bind nor obligate the other except as otherwise outlined in this Agreement. No representation will be made by either party to anyone that would create any apparent agency, employment, or partnership. You acknowledge that you are not in a fiduciary relationship with us. In all public and private records, documents, relationships, and dealings, you will show that you are an independent owner. You will maintain employee records to show clearly that you and your employees are not our employees.

10.4 Waiver. A waiver of any breach of any provision, term, covenant, or condition of this Agreement will not be a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition. Any waiver of any provision of this Agreement must be set forth in writing and signed by the party granting the waiver. Any waiver we grant will not prejudice any other rights we may have, and will be subject to our continuing review. We may revoke any waiver, in our sole discretion, at any time and for any reason, effective upon delivery to you of ten days prior written notice of revocation.

10.5 Time Is of the Essence. Time and strict performance are of the essence of this Agreement.

10.6 Documents. You and your partners, shareholders, members, officers, and owners agree to execute and deliver any documents that may be necessary or appropriate during the term and upon expiration or termination of this Agreement to carry out the purposes and intent of this Agreement.

Any material violation or breach of any of these documents or of any other related agreement between the parties will be a material violation of this Agreement and of all the other documents and agreements between the parties. The non-breaching party may enforce or terminate this Agreement and any or all of the other documents and agreements as provided for enforcement or termination of this Agreement. The liability of you and your owners, shareholders, members or partners will be both joint and several. A breach of this Agreement by you or by any shareholder, member or partner will be a breach by all of the shareholders, members or partners and also by you.

You will assure that each of your owners, shareholders, general partners, members, directors, officers, managers, employees, consultants, distributors and agents will not compete with us; will not attempt to divert patients to competing businesses; will not induce the employees of us or of our licensees to leave their employment; and will keep, preserve, and protect confidential information as required by this Agreement.

10.7 Construction.

A. Entire Agreement. This document and any exhibits attached to this Agreement and the documents referred to in this Agreement will be construed together and constitute the entire agreement between the parties. In the event of conflict, the provisions of the Clinic Affiliation Agreement supersede the corresponding provisions of these Master Service Terms and Conditions. The Clinic Affiliation Agreement and these Master Service Terms and Conditions, together, supersede all prior or contemporaneous agreements, understandings, communications or negotiations, whether written or oral, with respect to the subject matter of this Agreement. There are no other oral or implied understandings between the parties with respect to the subject matter of this Agreement. Except as expressly and otherwise provided in this Agreement, this Agreement may not be modified, nor may any rights be waived or abridged, orally or by course of dealing, but only by a written instrument signed by the parties. The words "this Agreement" include any future modifications unless noted otherwise. No salesperson, representative, or other person has the authority to bind or obligate us in any way, except our president or a President at our corporate office by an instrument in writing.

B. Severability. If any part of this Agreement is declared invalid that declaration will not affect the validity of the remaining portion, which will remain in full force and effect as if this Agreement had been executed, with the invalid portion omitted. The parties declare their intention that they would have executed the remaining portion of this Agreement without including any part, parts, or portions, which may be declared invalid in the future.

10.8 Enforcement/Dispute Resolution. The rights and liabilities of the parties arising out of or relating to this Agreement will be governed by the laws of the state of Utah (except and only where federal substantive law applies, i.e., Lanham Act claims), and any dispute arising out of or relating to this Agreement will be submitted to binding arbitration in the county where our corporate headquarters is located (currently Salt Lake County, Utah), pursuant to the Commercial Arbitration Rules of the American Arbitration Association or of any similar organization that specializes in the arbitration of commercial business disputes. You acknowledge and agree that this venue is reasonable for purposes of uniformity and best meets

the interest of all of the licensees of the Medallus system, including you. Judgment on the award may be entered in any court of competent jurisdiction; provided, however, that either party may seek preliminary injunctive or other equitable relief pending arbitration to prevent irreparable harm. The prevailing party in any arbitration or litigation will be entitled to recover all reasonable expenses, including attorneys' fees in connection with the proceedings or any appeal. Any court proceedings authorized under this Section will be conducted exclusively in state or federal courts located in Salt Lake County, Utah.

The parties waive, to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against any other party and agree that the party making any claim directly or indirectly arising from or relating to this Agreement will be limited to recovery of actual and consequential damages sustained. In addition, the parties agree, to the fullest extent permitted by law, any right to or claim for any actual or consequential damages sustained directly or indirectly from or relating to this Agreement will be limited to not more than the generally accepted value of a Medallus license which is approximately equal to the cash revenue received by that licensee over the preceding thirteen months.

If a dispute arises between the parties, the parties agree to participate in at least **6** hours of mediation in accordance with the Mediation Procedures of the American Arbitration Association or of any similar organization that specializes in the mediation of commercial business disputes. The parties agree to equally share the costs of mediation.

10.9 Agreement Binding on Successors and Assigns. Subject to the provisions of this Agreement concerning assignment and transfer, this Agreement benefits and binds the respective heirs, executors, administrators, successors, and assigns of the parties.

10.10 Counterparts and Acceptance. This Agreement will be binding upon you at the time you sign and deliver to us the Clinic Affiliation Agreement that references this Agreement or by clicking a box indicating your acceptance. The Clinic Affiliation Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will constitute an original. Delivery of executed signature pages by digital transmission will constitute effective and binding execution and delivery.

10.11 Representations and Acknowledgments.

A. You Have Read and Understand this Agreement. You acknowledge that you have had ample time to read and have read this Agreement. You understand and accept the terms, conditions and covenants contained in this Agreement. They are necessary to maintain our high standards of quality, service and uniformity of licensees. They protect and preserve the goodwill of the Marks and the confidentiality and value of the System. You have received advice from advisors of your own choosing regarding all pertinent aspects of the Membership Program and the relationship created by this Agreement. You also acknowledge that you believe you have made a good decision for yourself or your partners or your corporation based upon what you believe is your ability to run and control a business of your own.

B. Varying Forms of Agreement. You are aware that some present and future Medallus affiliates and service providers may operate under different forms of agreement and, consequently, that our obligations and rights in respect to our various present and future licensees may differ materially in certain circumstances.

C. Speculative Success. The success of your Practice is speculative and depends upon your ability as an independent businessperson. You recognize that the business

venture contemplated by this Agreement involves business risks. We make no representation or warranty, express or implied, as to the potential success of the Membership Program.

D. Independent Investigation, No Projections or Representations. You acknowledge that you have entered this Agreement after conducting an independent investigation of us and of the Membership Program. You have not relied upon any representation as to gross revenues, volume, cost savings, potential earnings or profits, which you in particular might realize. We expressly disclaim the making of, and you acknowledge that you have not received, any representation, warranty, or guarantee, express or implied, concerning the potential or success of the business venture contemplated by this Agreement. You acknowledge that we will not provide financial assistance to you and that we have made no representation that we will buy back from you any products, supplies, or equipment you purchase in connection with the Membership Program or your Practice.

E. Terrorism, Convictions, Immigration Status. Neither you, nor your spouse, nor your children, nor your parents, nor anyone who has an interest in or who will have involvement with the Membership Program, nor any of your partners or affiliates: (1) supports terrorism, (2) provides money or financial services to terrorists, (3) receives money or financial services from terrorists or institutions that support terrorists, (4) is engaged in terrorism, or (5) is on the current U.S. government lists of persons and organizations that support terrorism as provided for by law, such as the list of "Specially Designated Nationals" and "Blocked Persons" under the "USA Patriot Act" 18 USC Section 1900 et seq. Neither you nor any of these persons has engaged in or been convicted of fraud, corruption, bribery, money laundering, narcotics trafficking or other crimes, and each is eligible under applicable U.S. immigration laws to communicate with and travel to the United States to fulfill your obligations under your agreements with us.

K. Data Protection Laws; Personal Information. You will: (i) comply with all applicable data protection laws; (ii) comply with all of our requirements regarding the data protection laws contained in the Membership Program Manual or otherwise; (iii) refrain from any action or inaction that could cause us or our affiliates to breach any applicable data protection law; (iv) do and execute, or arrange to be done and executed, each act, document and thing necessary or desirable to keep us and our affiliates in compliance with any applicable data protection law; (v) reimburse us and our affiliates for any and all costs incurred in connection with your breach of any data protection laws; and (vi) permit us and our affiliates to use any data or other information each of them gathers concerning you in connection with the establishment and operation of licensed and company owned locations by us or our affiliates.

Without limiting the foregoing, you consent to the disclosure by us of certain personal information concerning you, the Membership Program and the Premises, including your name and identity, address and telephone number, and results of your operations associated with the Membership Program, and similar financial and operating information, whether or not such disclosure is required by law. You also consent to the disclosure by us of personal and financial information concerning you to any prospective transferee or purchaser.

L. NO REPRESENTATIONS, PROJECTIONS, OR WARRANTIES. WE HAVE NOT MADE ANY REPRESENTATIONS, PROMISES, GUARANTEES, PROJECTIONS, OR WARRANTIES OF ANY KIND TO YOU, YOUR OWNERS, OR THE GUARANTORS TO INDUCE THE EXECUTION OF THIS AGREEMENT OR CONCERNING THIS AGREEMENT. YOU ACKNOWLEDGE THAT NEITHER WE NOR ANY OTHER PARTY HAS GUARANTEED YOUR SUCCESS IN THE BUSINESS CONTEMPLATED BY THIS AGREEMENT.