

CareMEDICA International

MEMBERSHIP Agreement

This Agreement ("Agreement") is entered into between CareMEDICA International ("CMI") and Subscriber (hereinafter referred to as "User").

In exchange for User's payment of a monthly fee, CMI agrees to provide the services described below to assist User and coordinate the performance of diagnostic testing and medical care in Telemedicine or at associated Physician's offices, subject to the terms and conditions set forth in this Agreement

AGREEMENT

1. Membership Fee.

CMI will provide You with services that are not covered by insurance companies or any governmental or social welfare program. Payment of the Subscription Fee is not itself a condition of receiving medical services, but a subscription to receive assistance in arranging for such medical services.

(A) Nonmedical services.

Subject to the limitations set forth in Section (iv) below:

(i) You will have available to you a CMI representative for administrative and organizational assistance with medical appointments, managing referrals and scheduling appointments with specialists, expediting appointments for diagnostic tests and specialist consultations, and other services described below. This service may be accessed through a dedicated telephone number and e-mail address, both of which are available only to CareMedica International Program subscribers.

(ii) Physician availability 24 hours a day, 7 days a week. Direct telephone access to CMI through CareMEDICA's exclusive Clinical Coordination and Support Center (CCSC). The CCSC will operate 24 hours a day, seven days a week and will serve as a direct link between You and a dedicated team of health care providers.

(iii) E-mail Access. An e-mail address will be provided to the User that is accessible only by CMI Program subscribers and to which non-emergency communications may be directed. Such communications will be processed by medical or administrative staff in a timely manner to meet all health care needs.

NOTE A: E-mail should never be used to access medical care in an emergency or in any situation that could turn into an emergency. In such emergency situations, the User shall immediately contact public health emergency services at the 112 phone number.

NOTE B: Any communication between the User and medical personnel and/or operators via telephone, text message or e-mail may become part of the personal medical record.

(iv) Once registered on the portal with their credentials, the User can access the Restricted Area and use all the reserved services.

(v) Regardless of clinical need, CMI medical staff will schedule visits of at least 15-20 minutes for each telemedicine session.

(vi) Optimization of Patient Service and the visit experience. As a CMI Program enrollee, you will enjoy highly personalized treatment for all services and during all interactions with CMI staff.

(B) Medical Services.

1. Clinical Evaluation.

As a CMI Associate, Client will receive a comprehensive telephone clinical evaluation, at no additional charge, which will be performed by dedicated medical personnel and will include the entry of all personal information into CMI's Electronic Medical Record (EMR).

2. Time Limitations.

From time to time, medical personnel assigned to You may not be available at the times indicated above due to vacations, professional development, scheduled absences, emergencies or other similar situations. During such periods, CMI will provide the services of substitute medical personnel authorized in all respects to assist and perform medical services, including complete physical examinations. Such personnel will make every reasonable effort to be available to You to the same extent as the original medical personnel would be available. CMI is unable to guarantee such availability.

3. User's Rights and Responsibilities.

Payment of the Membership fee and receipt of Membership benefits are voluntary.

User and/or insurer will continue to be responsible for medical expenses not included in Membership benefits, including but not limited to prescription drugs, medical equipment, clinical tests other than those that are a standard part of the annual comprehensive physical examination, laboratory screenings, x-rays, visits by other medical specialists, and hospitalization expenses, including co-pays and deductibles. CMI will provide, when necessary, authorizations for medications and tests ordered. You are required to

provide CMI with accurate and timely information regarding your health, changes in your treatment regimen, tests and/or procedures performed by other medical specialists, and any other changes in the status of your medical condition.

4. Except for the initial physical examination, You will be financially responsible for payment for additional examinations, tests, immunizations and other procedures received from Your physician or health care provider. This Agreement is not a substitute for health insurance or other health plan coverage. You are strongly advised to obtain or maintain in force your own health insurance policy or plan(s) in order to cover health care costs not covered by this Agreement. You acknowledge and agree that this Agreement is not a contract providing health insurance, and that it is not intended to replace any existing health insurance in any event.

5. Miscellaneous.

(a) This Agreement is intended to be final, exclusive and complete as between the parties with respect to the subject matter hereof. It supersedes all prior agreements, representations and understandings, whether oral or written, express or implied, between the parties with respect to the matters addressed herein.

(b) Amendments. No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by all parties.

(c) Counterparts. This Agreement may be executed by the parties in separate copies, each of which, when so executed and delivered, shall be deemed an original, but all of which together shall constitute one and the same document. A facsimile or other electronic copy of a signature will be considered an original.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Italy and the jurisdiction of the courts of Milan.

(e) Notices. Any notice given under this Agreement (other than patient notices under Section 3) shall be in writing and sent by facsimile, recognized overnight courier, or certified mail with return receipt addressed to CMI. Any change of address will be communicated by the parties in accordance with the provisions of this Section (e).

(f) No Third Party Beneficiary. This Agreement is not intended to and shall not confer upon any person or entity other than the parties hereto any rights, it being expressly understood and agreed that the enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement are strictly reserved to the parties hereto.

(g) Severability Clause. If any provision of this Agreement is declared invalid or illegal for any reason, then, notwithstanding such invalidity or illegality, the remaining terms

and provisions of this Agreement shall remain in full force and effect as if the invalid or illegal provision had not been contained herein.

(h) Assignment. Assignment of rights under this Agreement is prohibited. CMI and the treating physician. You may assign your rights under this Agreement to the extent permitted by law.

6. Membership Costs.

(a) You agree to pay CMI a monthly fee according to the plan you choose (* except for Active Covid). This fee will apply for the period of one (1) month from the signing of this Agreement and is subject to change thereafter. All Memberships (except Active Covid) will be payable monthly. You will be notified in writing of any rate adjustment at least fifteen (15) days prior to the end of the initial period, or any renewal period, as applicable. The date CMI receives the fee will be deemed the "Effective Date" of the start of the Membership.

(b) The Memberships are as follows*.

Memberships will be automatically renewable month-to-month until cancelation.

Eagle	Monthly payment	Euro 139.00
Eagle Plus	Monthly payment	Euro 199.00

(c) Payment can be made by credit card. With this contract, the User authorizes CMI to automatically charge the monthly fee to the registered credit card.

Cancellation of this Contract.

(a) The term of this Agreement shall commence on the First Payment Date and shall continue monthly, automatically renewing month by month unless terminated by written notice by either party prior to the end of the current term.

(b) Either party shall have the absolute and unconditional right to terminate this Agreement upon fifteen (15) days written notice prior to the expiration of this Agreement.

I acknowledge that I have read and understand the terms of this Agreement and have had a reasonable opportunity to ask questions of the practice regarding the terms of this Agreement.

Further, by accepting payment of the first installment automatically, I acknowledge that I have read in full and agree to all the terms of this Agreement.

the parties have entered into this Agreement as of the date of payment of the first installment according to the schedule above.

The User

Signature _____ Date _____

Name and Surname _____

CareMEDICA International

Signature _____ Date _____

Name, Surname and Title _____