

PINNACLECARE CONNECTION TERMS AND CONDITIONS OF MEMBERSHIP

To simplify these Terms and Conditions, (i) the words "you", "your", or "Eligible Member" will mean and include (a) individuals listed as an Eligible Member on the roster of members included on the Employer Group Application completed by your employer (or a supplemental roster) and submitted to us, (b) individuals listed by your employer as Eligible Dependents on any such roster and (ii) the words "we", "us", "our", "PCI", or "PinnacleCare" mean and include Pinnacle Care International, LLC, a Delaware limited liability company, its affiliates, successors and assigns.

1. **Membership.**

Your membership in PinnacleCare ("Membership") includes each Eligible Member who reads, understands, accepts and agrees to be bound by, these Terms and Conditions. You acknowledge and agree that the Eligible Member listed as an employee on the applicable roster has full power and authority to agree to and accept these Terms and Conditions on behalf of, and otherwise legally bind, each of such employee's Eligible Dependents.

2. **Services.**

We will make available to you the services set forth on the Schedule of Services (collectively, the "Services") attached to these Terms and Conditions.

3. **Term.**

(a) The initial term of your Membership begins on the date we receive your acceptance and agreement to be bound by these Terms and Conditions (in accordance with Section 1 above) and continues as long as you continue to satisfy all of the eligibility requirements set forth on the Employer Group Application.

(b) Your Membership will terminate upon any termination of your employer's membership with PinnacleCare in accordance with the respective terms and conditions of your employer's membership._____

4. **Confidentiality of Member Information.**

Our policies regarding the confidentiality of certain information about Eligible Members are set forth in PCI's Notice of Privacy Practices with respect to your Membership, a copy of which is available upon request.

5. **Limitations.**

(a) We are neither (i) an insurance broker, insurance underwriter, insurer, reinsurer, reinsurance intermediary, payor, health maintenance organization or other managed care company, health or employee benefit plan or third party administrator, fiduciary or plan administrator nor (ii) a provider of health care, nor (iii) an agent or representative of (nor otherwise acting on behalf of) any of the foregoing. In addition, no person or entity who provides health care to you in connection with, or as a

result of, your Membership, nor any other provider of products, services or treatment to you, is our agent or representative, or is otherwise acting on our behalf.

- (b) You are responsible for providing us with full clinical information and medical history about yourself. All medical and other information must be provided to us in the English language; in no event will we have

any liability, obligation or responsibility to translate (or with respect to any translation of) any medical or other information. We will be entitled to rely upon, and assume the accuracy and completeness of, all medical and other information which you, your personal or family physician or specialist, or any other person or entity, provides to us. Our ability to provide the Services to you depends on the accuracy and completeness of all such information.

- (c) In no event will we have any liability, obligation or responsibility (or otherwise be considered) to provide any diagnoses of, or related to, your medical conditions or illnesses, or to provide any related treatment. All such diagnoses and treatment shall be the sole responsibility of the physicians or other health care providers which you may select from time to time.

- (d) We will not be liable, obligated or responsible for (i) the availability, quantity, quality or results of any products, services or treatment received by you, or for any failure to obtain products, services or treatment, (ii) any negligence, error or omission, or malpractice, or any other

action or inaction of any person or entity providing products, services or treatment to you, and/or (iii) payment or collection of any charges, claims, bills, fees, costs, expenses or any other amounts incurred by or on behalf of any Eligible Member in connection with any products services or treatment (all of which are the sole responsibility of the Eligible Member).

- (e) WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO ANY OF THE PRODUCTS, SERVICES OR TREATMENT PROVIDED TO YOU IN CONNECTION WITH YOUR MEMBERSHIP, AND ALL SUCH PRODUCTS, SERVICES AND TREATMENT ARE PROVIDED "AS IS." WITHOUT LIMITING THE FOREGOING, WE HEREBY SPECIFICALLY DISCLAIM ALL EXPRESS, STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY OTHER WARRANTY ARISING UNDER THE UNIFORM COMMERCIAL CODE OR USAGE OF TRADE OR COURSE OF CONDUCT OR OTHERWISE.

- (f) WE WILL NOT BE LIABLE, OBLIGATED OR RESPONSIBLE TO THE ELIGIBLE MEMBER OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, COST OF CAPITAL, AND OTHER

LOSS, REGARDLESS OF WHETHER WE KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS, OR EXPENSES. IF ANY OF THE SERVICES DO NOT CONFORM TO THE STANDARDS OF PERFORMANCE, IF ANY, SET FORTH IN THESE TERMS AND CONDITIONS, OUR SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO REPERFORMANCE OF SUCH NONCONFORMING SERVICES AT NO ADDITIONAL COST TO YOU. IN NO EVENT WILL OUR LIABILITY TO THE ELIGIBLE MEMBER OR ANY OTHER PERSON, REGARDLESS OF FORM OR THE NUMBER OF ACTIONS, EXCEED THE AMOUNTS RECEIVED BY US FROM YOUR EMPLOYER FOR THE SERVICES WE PROVIDE TO YOU UNDER THESE TERMS AND CONDITIONS.

- (g) We will not be liable, obligated or responsible for any cessation, interruption or delay in the provision or procurement of any Services due to causes beyond our reasonable control such as, without limitation, fire, flood, earthquake or other natural disaster, act of God, war or armed conflict (whether or not officially declared), strikes, labor difficulties, riot, civil disturbance, accident, disruption of the public markets or the failure of any supply, transportation, telecommunications, power or other essential commodities or services.
- (h) The relationship between you and us is not a joint venture, association, partnership, agency or similar relationship (each, a "Partnering Relationship"), and no liabilities, obligations or responsibilities will be imposed on you or us based on a Partnering Relationship.
- (i) You agree to indemnify and hold harmless PinnacleCare, our employees, agents, officers, directors, stockholders, partners, members, affiliates, successors and assigns, from and against any and all payment obligations resulting from actions, suits, proceedings, investigations, demands, claims, judgments, liabilities, obligations, liens, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") based upon, resulting from, arising out of, or in any way relating to (i) any breach by you of any of these Terms and Conditions, and/or (ii) our provision or procurement of any of the Services hereunder, except to the extent such Losses are directly attributable to our gross negligence or willful misconduct.

6. **Ownership Rights.** All trademarks, trade names, copyrighted material and any other intellectual property rights of PinnacleCare will remain, at all times, the exclusive property of PinnacleCare, and you must not appropriate or use such property without our prior written consent.

7. **Miscellaneous.**

- (a) Your Membership is nonassignable and nontransferable, nor may you assign or delegate any of your rights or duties under these Terms and Conditions, directly or indirectly, to any person or entity without our prior written consent, and any act in violation of the foregoing will be null and void. Subject to the foregoing, these Terms and Conditions will be binding upon, and will inure to the benefit of, you and us, and your and our respective successors and assigns. If you are an Eligible Dependent, you will remain an Eligible Member (subject to Section 3 above) for so long as you continue to qualify as an Eligible Dependent. Nothing contained in these Terms and Conditions (or other rights, if any, which you may have as a result of your Membership) shall be deemed to confer any rights or benefits upon any third parties.

- (b) *These Terms and Conditions may be amended at any time by PinnacleCare and your employer in accordance with the terms and conditions of your employer's membership. The failure of PinnacleCare to enforce, at any time, any of the provisions, conditions or requirements of these Terms and Conditions, or the failure to require, at any time, performance by you of any of the provisions of these Terms and Conditions, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of PinnacleCare to enforce each and every such provision thereafter. Any and all waivers by PinnacleCare of any provision, condition or requirement of these Terms and Conditions shall only be effective against PinnacleCare if such waiver is in writing signed by an authorized officer of PinnacleCare, and any such written waiver will not constitute a waiver of any future obligation to comply with such provision, condition or requirement.*
- (c) *The Schedule of Services is an integral part of these Terms and Conditions and is incorporated by reference. These Terms and Conditions constitute the entire agreement between you and us with respect to the Membership, and supersede all previous and contemporaneous agreements and understandings, whether oral or written, with respect to the Membership. If, for any reason, a court of competent jurisdiction finds any provision of these Terms and Conditions, or portion thereof, to be invalid or unenforceable, such provision will be deemed modified with retroactive effect to render such provision valid and enforceable to the maximum extent permissible so as to effect our intent, and the remainder of these Terms and Conditions will continue in full force and effect.*
- (d) *The laws of the State of New York, USA (irrespective of its choice of law principles) govern these Terms and Conditions, including their validity, construction, interpretation and enforcement. For resolution of all matters involving your Membership or these Terms and Conditions, you irrevocably consent and agree to submit to the exclusive jurisdiction and venue of the state and federal courts located in Manhattan, New York. EACH PARTY HEREBY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO SUCH MATTERS.*
- (e) *All notices, communications and inquiries by you to us regarding these Terms and Conditions must be made in writing and addressed as follows, and will be effective (i) when delivered by hand or confirmed facsimile transmission, (ii) one day after delivery by receipted overnight delivery, or (iii) four days after being mailed by certified or registered mail, return receipt requested, with postage prepaid:*
- PinnacleCare, LLC
250 West Pratt Street, Suite 1100
Baltimore, Maryland 21201
Fax No.: 410/244-7170*
- (f) *Communications and inquires by us to you regarding these Terms and Conditions may be made in writing and addressed to you care of your employer and will be effective (i) when delivered by hand or confirmed facsimile transmission, (ii) one day after delivery by receipted overnight delivery, or (iii) four days after being mailed by certified or registered mail, return receipt requested, with postage prepaid.*

PINNACLE CARE

Addendum A - SCHEDULE OF SERVICES

In the event an Eligible Member is diagnosed with a “Serious Health Issue” (as defined herein) during the term of the Membership (with respect to such Eligible Member), PCI will provide a “Consult” (as defined herein) to such Eligible Member.

For purposes of these Terms and Conditions:

“Consult” may include a physician referral report, facilitating an appointment with a provider, second opinion support when appropriate, and general education to the Eligible Member regarding questions to ask such Eligible Member’s provider, in each case, with respect to the applicable Serious Health Issue; and

“Serious Health Issue” means a medical condition requiring major surgery (including spine or heart valve surgery, organ transplant surgery or similar surgical procedures) or comprehensive medical treatment (including cancer, heart disease, HIV, or similar conditions), in each case, as determined by PCI (upon PCI’s review of a request for such Consult by an Eligible Member).

This type of situation may include but not limited to the following:

A Need for:

Aortic Valve Replacement	Joint Replacement
Bariatric Surgery	Kidney Transplant
Carotid Endarterectomy	Liver Transplant
Hand Surgery	Mitral Valve Replacement
Heart Transplant	Pancreas Transplant
Hysterectomy	Spine Surgery

Or, an employee has just been diagnosed with a serious illness including but not limited to:

Atrial Fibrillation	Liver Disease
Cancer	Lyme Disease
Hemophilia	Multiple Sclerosis
HIV	Parkinson's Disease

In the event PCI determines that an Eligible Member's condition is not a Serious Health Issue, PCI will (in lieu of a Consult) inform such Eligible Member of other available options outside of PCI. This would include:

- Helping educate Eligible Member's on other resources available to them through their benefits at their employer of which they may be unaware.
- Some education via telephone on options for their condition or situation.
- Sending them information on helpful websites and books.