

PATIENT MEMBERSHIP AGREEMENT

COBC BRANDS DIRECT PRIMARY CARE LLC D/B/A COLORADO SPRINGS HEALTH COLLECTIVE – DIRECT PRIMARY CARE

This Patient Membership Agreement (the “Agreement”) is entered into on the date signed below by and between COBC Brands Direct Primary Care LLC d/b/a Colorado Springs Health Collective – Direct Primary Care, a Colorado limited liability company (the “Practice”), and the individual(s) named below (“Patient” or “Member”).

THIS IS NOT AN INSURANCE CONTRACT AND DOES NOT SATISFY ACA MINIMUM-ESSENTIAL-COVERAGE REQUIREMENTS.

Questions? Contact the Colorado Division of Insurance – 303-894-7490 • doi.colorado.gov

I. INTRODUCTION AND PRACTICE INFORMATION

1.1 PRACTICE ENTITY AND LOCATION

The Practice operates as COBC Brands Direct Primary Care LLC d/b/a Colorado Springs Health Collective – Direct Primary Care, a limited liability company organized under the laws of the State of Colorado. The Practice provides primary care services at 1497 Solitaire St, Colorado Springs, CO 80905, by appointment only. The Practice location is subject to change, and any such change will be communicated to Members with reasonable advance notice. The Practice primarily delivers services via telehealth, with in-person visits provided at the discretion of the provider and subject to availability.

1.2 BUSINESS HOURS AND OPERATIONAL LIMITATIONS

The Practice operates Monday through Friday from 9:00 AM to 5:00 PM Mountain Time, excluding federal holidays and other dates as communicated to Members with reasonable advance notice. The Practice does not provide emergency services or 24/7 coverage. We offer same- or next-day acute visits for Members and may offer limited, appointment-only non-member acute/“urgent” telehealth visits at our discretion. The Practice reserves the right to modify its business hours with reasonable notice to Members.

1.3 DIRECT PRIMARY CARE MODEL

The Practice operates under Colorado’s Direct Primary Health-Care Agreement Act, C.R.S. § 6-23-101 et seq., which provides that a direct primary care agreement is not insurance and is not regulated by the Colorado Division of Insurance. The Practice does not bill insurance, including Medicare or Medicaid, for services provided under this Agreement.

This Agreement is not health insurance and does not meet any individual health benefit plan mandate required by federal law, and the Patient/Member is not entitled to health-insurance consumer protections under Title 10, C.R.S. The Practice will not submit a fee-for-service claim to a health insurance issuer for primary-care services covered under this Agreement, and some services may be a covered benefit under the Patient/Member's health benefit plan (C.R.S. § 10-16-102) at no cost to the patient.

II. PROVIDER INFORMATION AND REGULATORY STATUS

2.1 LICENSED PROVIDER CREDENTIALS

- Logan Crist, PA-C: A licensed Physician Assistant in the State of Colorado.
- Sarah Crist, MSN, APRN, FNP-C, AGACNP-BC: A licensed Advanced Practice Registered Nurse in the State of Colorado.

Each provider maintains all required licenses, certifications, and credentials necessary to practice in their respective roles in Colorado.

2.2 MEDICARE POLICY (NO MEDICARE PATIENTS ACCEPTED)

The Practice does not enroll or treat Medicare beneficiaries. The Practice is not entering into Medicare "opt-out" private contracts at this time. If you are enrolled in Medicare Part B now, you are not eligible for membership or non-member acute visits. If you become a Medicare beneficiary during your membership, the Practice will terminate this Agreement on 30 days' written notice, assist with transfer of care, and refund any unused prepaid fees on a prorated basis. This policy does not restrict access to emergency medical care; if you have an emergency, call 911 or go to the nearest emergency department.

2.3 MEDICAID NON-PARTICIPATION STATEMENT

IMPORTANT MEDICAID NOTICE: The Practice does not participate in Medicaid and cannot accept or see Medicaid beneficiaries under this Agreement. Colorado law prohibits private contracting with Medicaid beneficiaries for services covered by Medicaid. By signing this Agreement, Patient certifies that they are not currently enrolled in Medicaid. Patient agrees to promptly notify the Practice if they become enrolled in Medicaid during the term of this Agreement, which will result in termination of this Agreement.

2.4 SCOPE OF PRACTICE LIMITATIONS

Each provider practices within the scope of their respective licenses, certifications, and training. The Practice does not provide emergency services, specialty care, or hospital-based services. The Practice does not replace comprehensive health insurance coverage. Members are

encouraged to maintain health insurance for services not covered by this Agreement, including but not limited to emergency care, hospitalization, specialist care, and other services outside the scope of this Agreement.

III. MEMBERSHIP TERMS AND STRUCTURE

3.1 MEMBERSHIP ELIGIBILITY

Membership is available only to individuals who are eighteen (18) years of age or older. The Practice does not accept patients under 18 years of age. The Practice may decline membership only as permitted by law and will not discriminate in selecting patients on the basis of age, citizenship status, color, disability, gender, gender identity, gender expression, genetic information, health status, national origin, race, religion, sex, sexual orientation, or any other protected class.

3.2 INITIAL TERM AND AUTOMATIC RENEWAL

The initial term of this Agreement shall commence on the date of signing and shall continue on a month-to-month basis, automatically renewing each month until terminated as provided herein. Members who select the annual payment option shall have an initial term of twelve (12) months from the date of signing, automatically renewing for successive twelve-month periods until terminated as provided herein.

3.3 MEMBERSHIP CATEGORIES

- Individual Membership: Covers one adult individual.
 - Couples Membership: Covers two adult individuals who reside at the same address.
- Each individual covered under a membership must sign this Agreement and is considered a “Member” or “Patient” under this Agreement.

3.4 NON-MEMBER SERVICES

Any non-member acute (“urgent”) telehealth visits are limited, appointment-only, and do not establish an ongoing patient-provider relationship. The Practice will not bill any health insurance issuer for non-member visits, and non-members are responsible for payment at the time of service.

The Practice may, at its discretion, provide limited services to non-members on a fee-for-service basis. Non-members may schedule urgent care visits at a rate of fifty dollars (\$50.00) per thirty-minute visit, subject to availability. Non-members are not entitled to the benefits of membership, including but not limited to unlimited telehealth consultations, annual wellness exams, and other services included in membership.

These visits are not available to Medicare or Medicaid beneficiaries. The Practice does not enter Medicare private contracts and does not provide covered primary-care services to Medicaid beneficiaries.

IV. MEMBERSHIP FEES AND PAYMENT TERMS

4.1 FEE SCHEDULE

- Individual Membership: \$100.00 per month.
- Couples Membership: \$180.00 per month.
- Annual Payment Option: Pay twelve (12) months in advance and receive a 10% discount off the total annual fee.

The Practice reserves the right to modify the fee schedule upon thirty (30) days' written notice to Members.

4.2 PAYMENT METHODS AND BILLING CYCLES

Monthly Payments: Due on the same day each month as the initial payment date; automatic charges to the payment method on file.

Annual Payments: Due on the anniversary of the initial payment date; automatic charges upon renewal.

Payment Methods: Credit card, debit card, electronic funds transfer, or other methods as determined by the Practice (no cash).

Payment Processing: The Practice may use third-party payment processors; Members must keep payment info accurate and current.

4.3 LATE PAYMENT POLICIES AND GRACE PERIODS

Grace Period: Five (5) business days; benefits continue during the grace period.

Late Fees: \$25.00 if received after the grace period.

Suspension of Services: If unpaid ten (10) days after due date.

Termination for Non-Payment: If unpaid thirty (30) days after due date, per Section XI.

4.4 ANNUAL DISCOUNT CALCULATIONS

Individual: $\$100 \times 12 = \$1,200 - 10\% = \$1,080/\text{year}$.

Couples: $\$180 \times 12 = \$2,160 - 10\% = \$1,944/\text{year}$.

V. SERVICES INCLUDED IN MEMBERSHIP

5.1 UNLIMITED TELEHEALTH CONSULTATIONS

Unlimited telehealth during business hours for acute/chronic care, medication management, and follow-up via secure video, phone, or secure messaging. Target response: within 2 hours (max 4 business hours). On heavy clinic days, by end of business day. During limited-service travel, response may be up to 24 hours with advance email notice.

5.2 ANNUAL WELLNESS EXAMINATIONS

One comprehensive annual wellness exam per membership year, which may include history, physical, preventive counseling, basic annual labs (Section 5.5), and a personalized plan. May be in-person or telehealth per clinical appropriateness and Member preference.

5.3 SAME/NEXT-DAY SICK VISITS

Aim for same-day when available; schedule non-urgent within 24 hours. Travel or telehealth-only periods will be emailed in advance.

5.4 MINOR PROCEDURES

Included when medically necessary/appropriate: simple laceration repair; wound care; suture/staple removal; benign lesion/skin tag removal; cryotherapy (warts/AKs); abscess/cyst I&D; joint injections (knees only); trigger point injections; B12 and other therapeutic injections; local anesthesia; ear irrigation; foreign body removal (ear/skin/superficial); nail trephination/partial nail removal; BP/glucose/SpO2 checks. Supplies provided by the Practice. Some require in-person care.

5.5 BASIC LABORATORY SERVICES AND POINT-OF-CARE TESTING

Annual wellness labs: CBC, CMP, Lipid Panel, HgbA1c, TSH.

POC tests: strep, influenza, urinalysis, glucose, pregnancy, and other CLIA-waived tests as indicated.

All POC tests under the Practice's CLIA-waived certificate. Logan Crist, PA-C serves as lab director. Additional comprehensive testing available for an added fee.

5.6 HEALTH COACHING AND CARE COORDINATION

Goal setting/monitoring; chronic disease support; lifestyle guidance; medication optimization; specialty coordination; care navigation.

VI. SERVICES EXCLUDED FROM MEMBERSHIP

6.1 PRESCRIPTION MEDICATION COSTS

Members pay pharmacy costs. The Practice does not dispense meds except when administered in office.

6.2 CONTROLLED SUBSTANCES

May require extra documentation, follow-ups, and compliance with state/federal law. Telehealth controlled-substance prescribing will comply with DEA rules and may require in-person evaluation. The Practice may decline to prescribe controlled substances.

6.3 ADVANCED LABORATORY TESTING AND IMAGING

Advanced labs and all diagnostic imaging (X-ray, US, CT, MRI, etc.) are excluded. Costs are the Member's responsibility; the Practice will try to inform Members of likely costs beforehand.

6.4 SPECIALIST REFERRALS AND HOSPITAL SERVICES

Not included. The Practice will coordinate care, but Members are responsible for all related costs.

6.5 VACCINES AND IMMUNIZATIONS

Not included; obtain via outside providers.

6.6 AESTHETIC PROCEDURES

Not included. If offered, fees will be disclosed in advance.

6.7 EMERGENCY SERVICES

Not included. For emergencies, call 911 or go to the nearest ED. The Practice does not monitor messages 24/7.

VII. TELEHEALTH SERVICES AND TECHNOLOGY

7.1 TELEHEALTH SERVICE SCOPE AND LIMITATIONS

Includes secure video, telephone, and secure messaging. Limitations: business hours availability; some issues require in-person care; tech disruptions may occur; Members must have suitable devices/internet.

7.2 RESPONSE TIME COMMITMENTS

Aim: within 2 hours (max 4 business hours). On heavy days, by end of business day. During limited-service travel, up to 24 hours; advance email notice will be provided.

7.3 TECHNOLOGY PLATFORM REQUIREMENTS

Maintain accounts on Practice platforms; ensure device compatibility and adequate internet; protect credentials; use private settings.

7.4 COMPLIANCE WITH STATE TELEHEALTH REGULATIONS

The Practice follows C.R.S. § 10-16-123. Effective Jan 1, 2026, the Practice will meet out-of-state registration requirements in C.R.S. § 12-30-124. Services may be limited by Member location and provider licensure.

VIII. MEDICAL RECORDS AND PRIVACY

8.1 HIPAA COMPLIANCE STATEMENTS

The Practice complies with HIPAA. The Notice of Privacy Practices is available upon request and on the website. Signing acknowledges receipt.

8.2 ELECTRONIC HEALTH RECORD PLATFORMS

Hint Health (records/portal) and Access Medical Labs (results portal). Both use safeguards for PHI.

8.3 PATIENT PORTAL ACCESS RIGHTS

Portal access includes viewing records, secure messaging, appointment and refill requests, and lab results. Members must keep credentials secure.

8.4 RECORD TRANSFER PROCEDURES

With written request, records will be transferred consistent with HIPAA and state law. A reasonable fee may apply. Responses within 30 days.

IX. APPOINTMENT SCHEDULING AND POLICIES

9.1 SCHEDULING PROCEDURES AND AVAILABILITY

Schedule via portal, phone, or secure message. Aim for same-day when available; non-urgent within 24 hours. Travel/telehealth-only periods announced by email.

9.2 NO-SHOW AND CANCELLATION POLICIES

Please give 24-hour notice. More than two (2) no-shows/late cancellations in six months may result in a \$25 fee or limited future access. Emergencies considered. Repeated misses may lead to dismissal.

9.3 PROVIDER TRAVEL AND LIMITED AVAILABILITY NOTICES

Reasonable advance email notice will be provided. The Practice will try to accommodate urgent needs via telehealth or coordinate with other providers.

9.4 FAMILY MEMBER ACCOMPANIMENT POLICIES

Members may bring one support person when helpful. Guardians/representatives must attend when required. For privacy, limit to one person unless pre-arranged; for sensitive topics, support persons may be asked to step out.

X. EMERGENCY CARE AND AFTER-HOURS SERVICES

10.1 EMERGENCY CARE DISCLAIMERS

IMPORTANT: The Practice does not provide emergency medical services. For life-threatening or serious concerns, call 911 or go to the nearest ED (e.g., chest pain, dyspnea, severe abdominal pain/bleeding/headache, neuro deficits, LOC, serious trauma). The Practice is not responsible for the cost or quality of emergency care.

10.2 911 REFERRAL REQUIREMENTS

If contacted during an emergency, the Practice will direct the Member to call 911 or go to the nearest ED and may contact emergency services if a life-threatening emergency is suspected.

10.3 AFTER-HOURS COMMUNICATION LIMITATIONS

Messages are not monitored 24/7. Non-urgent after-hours messages may be answered the same evening if available, otherwise next business day.

10.4 PROVIDER AVAILABILITY DISCLAIMERS

Immediate access is not guaranteed. For urgent needs, call 911 or go to the ED.

XI. TERMINATION AND CANCELLATION

11.1 NOTICE REQUIREMENTS

Either party may terminate with at least thirty (30) days' written notice (email, portal message, or mail). For up to 30 days after notice (or until you establish care elsewhere, whichever occurs first), the Practice will provide necessary emergency prescriptions and medically-necessary urgent care to avoid patient abandonment. Any termination by the Practice will allow transition consistent with professional standards.

11.2 REFUND POLICIES

Monthly: No refunds for partial months; access continues to the end of the current billing cycle.
Annual: Prorated refund for unused portion from termination date, less the value of services provided; no refund for the first 30 days.

Termination by Practice (no breach): Prorated refund as above.

Termination for Cause (Member breach, including non-payment): The Practice may retain fees

and pursue other remedies.

Records: The Practice will furnish records upon written request.

Non-Discrimination: No termination decision is based on any protected classification.

Refund timing: Within thirty (30) days of the effective termination date.

11.3 MEMBERSHIP HOLD PROCEDURES

Holds are rare and case-by-case (e.g., medical leave, extended international travel, family emergencies). Written request required; subject to approval. Limits: max 60 days; \$25 admin fee may apply; billing/services paused; one hold per 12 months; not for pause-and-rejoin to access services. Re-enrollment at current rates, subject to availability. The Practice may approve/deny to ensure fairness and continuity.

11.4 PRACTICE DISMISSAL POLICIES

Grounds: non-payment after grace; >3 no-shows/late cancels in six months; non-compliance impairing appropriate care; abusive/disruptive behavior; policy violations; or other reasons impairing the relationship. Written notice provided; urgent care for 30 days to allow transfer.

XII. LIABILITY AND SCOPE LIMITATIONS

12.1 MEDICAL MALPRACTICE LIABILITY PARAMETERS

Nothing in this Agreement limits the Practice's liability for medical malpractice or professional negligence. The Practice maintains professional liability insurance as required by law. Liability is limited to acts/omissions within the scope of services under this Agreement.

12.2 SERVICE EXCLUSION DISCLAIMERS

The Practice is not liable for services provided by third parties (specialists, facilities, pharmacies, labs, imaging), even if recommended/referred; nor for the cost/quality of third-party products/services.

12.3 STANDARD OF CARE LIMITATIONS

Services are provided in accordance with the applicable standard of care for primary care providers in Colorado. No guarantee of outcomes; not all conditions may be diagnosed/treated successfully.

12.4 EMERGENCY CARE LIABILITY EXCLUSIONS

The Practice is not liable for emergency care provided by emergency departments, hospitals, or other emergency providers, and does not provide emergency services or 24/7 monitoring. Nothing in this Section limits the Practice's liability for professional negligence; this Section

clarifies that the Practice does not provide emergency services and does not monitor messages 24/7.

XIII. DISPUTE RESOLUTION AND ARBITRATION

13.1 BINDING ARBITRATION CLAUSE (PAGE 1 OF 2)

AGREEMENT TO ARBITRATE MEDICAL MALPRACTICE DISPUTES

By signing this Agreement, you are agreeing to have any issue of medical malpractice decided by neutral binding arbitration rather than by a court trial before a jury or judge.

This arbitration agreement is made pursuant to Colorado Revised Statutes § 13-64-403 and shall be governed by the Colorado Uniform Arbitration Act, C.R.S. § 13-22-201 et seq.

The parties agree that any dispute, controversy, or claim arising out of or relating to the provision of healthcare services under this Agreement, including but not limited to claims for medical malpractice, breach of contract, or violation of any state or federal statute, shall be resolved exclusively through binding arbitration rather than through litigation in court.

The arbitration shall be conducted by a single, neutral arbitrator selected under the applicable administrator's rules, with a reasonable opportunity for both parties to participate in selection. If the parties cannot agree, the administering organization (AAA or JAMS) will select the arbitrator; if neither administers, an arbitrator will be appointed under the Colorado Uniform Arbitration Act.

Venue/Format. Hearings may be held by video. Any in-person evidentiary hearing will be held, at the Patient/Member's election, in the county of the Patient/Member's residence. If the Patient/Member does not elect a venue, the default location is El Paso County, Colorado.

The arbitrator shall have the authority to award any remedy or relief that a court could order or grant, including declaratory or injunctive relief, specific performance, and monetary damages. The arbitrator's award shall be final and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

This arbitration agreement is mutual and binds both parties, and either party may bring an individual claim in small claims court for disputes within that court's jurisdiction. Either party may be represented by counsel.

It is understood that any claim of medical malpractice, including any claim that medical services were unnecessary or unauthorized or were improperly, negligently, or

incompetently rendered or omitted, will be determined by submission to binding arbitration in accordance with the provisions of part 2 of article 22 of this title, and not by a lawsuit or resort to court process except as Colorado law provides for judicial review of arbitration proceedings. The patient has the right to seek legal counsel concerning this agreement, and has the right to rescind this agreement by written notice to the physician within ninety days after the agreement has been signed and executed by both parties unless said agreement was signed in contemplation of the patient being hospitalized, in which case the agreement may be rescinded by written notice to the physician within ninety days after release or discharge from the hospital or other health-care institution. Both parties to this agreement, by entering into it, have agreed to the use of binding arbitration in lieu of having any such dispute decided in a court of law before a jury.

Arbitration will be conducted only on an individual basis; class, collective, or representative actions are not permitted.

13.1 BINDING ARBITRATION CLAUSE (PAGE 2 OF 2)

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

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

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

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

INITIAL THE LINE BELOW ONLY IF YOU ACCEPT ARBITRATION:

Patient's Initials: _____ Provider's Initials: _____

☐ I Decline binding arbitration. I understand this decision does not affect my eligibility for care.

13.2 ADMINISTRATION & RULES

Any arbitration will be administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules and Consumer Due Process Protocol then in effect. If AAA declines or is unavailable, the arbitration will be administered by JAMS under its Consumer Arbitration Minimum Standards. If neither AAA nor JAMS will administer, the parties will select a neutral arbitrator; failing agreement, an arbitrator will be appointed under the Colorado Uniform Arbitration Act. Reasonable discovery (exchange of non-privileged, relevant information) will be allowed, and the arbitrator will issue a written award stating the disposition of each claim and a concise statement of essential findings and conclusions. Information about AAA Consumer Rules is available at adr.org; JAMS Minimum Standards at jamsadr.com.

13.3 FEES AND COSTS

If the Patient/Member initiates arbitration, the Patient/Member pays only the consumer filing fee (AAA ≈ \$200; JAMS \$250). The Practice pays all other administrative and arbitrator fees. If the Practice initiates arbitration, the Practice pays all administrative and arbitrator fees. These forum fees will not be shifted to the Patient/Member except as permitted by law for bad-faith conduct. Attorneys' fees: The arbitrator may award attorneys' fees and costs only as permitted by applicable law. This agreement does not require the Patient/Member to pay the Practice's attorneys' fees or costs if the Patient/Member does not prevail.

13.4 COLORADO LAW GOVERNING PROVISIONS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any choice of law or conflict of law provisions. The arbitration shall be conducted in accordance with Colorado law, including but not limited to the Colorado Uniform Arbitration Act, C.R.S. § 13-22-201 et seq., and Colorado Revised Statutes § 13-64-403 regarding arbitration of medical malpractice claims. The interpretation and enforceability of this arbitration agreement are governed by the Federal Arbitration Act, 9 U.S.C. §§ 1–16; to the extent of any conflict, the FAA controls.

13.5 RESCISSION RIGHTS

In accordance with Colorado Revised Statutes § 13-64-403, the Member has the right to rescind the arbitration provision in Section 13.1 within ninety (90) days after signing this Agreement by providing written notice to the Practice. Such rescission shall not affect any other provision of this Agreement.

XIV. GENERAL PROVISIONS

14.1 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any choice of law or conflict of law provisions. Any legal action or proceeding arising out of or relating to this Agreement that is not subject to arbitration shall be brought exclusively in the courts of El Paso County, Colorado, and the parties hereby irrevocably submit to the personal jurisdiction of such courts.

14.2 SEVERABILITY CLAUSE

If any provision of this Agreement, or any portion thereof, is held to be invalid, illegal, void, or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the maximum extent permitted by law. The parties agree that any such invalid, illegal, void, or unenforceable provision shall be modified and limited in its effect to the extent necessary to cause it to be enforceable, or if such modification is not possible, shall be deemed severed from this Agreement.

14.3 AMENDMENT PROCEDURES

Amendments; Prospective Modifications. This Agreement may be amended only by a written instrument signed by both parties. However, the Practice may modify the services offered or the membership fees prospectively with at least thirty (30) days' written notice to the Member. If the Member does not agree to a modification, the Member may terminate this Agreement without penalty before the effective date and will receive a prorated refund of any prepaid, unused fees. No modification will apply retroactively or to any period already paid. Continued use of the Practice's services after the effective date constitutes acceptance of the modification. The arbitration provision may be changed only by a written agreement signed by both parties.

14.4 ENTIRE AGREEMENT PROVISIONS

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the parties with respect to such subject matter.

14.5 FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemic, epidemic, war, terrorism, riot, civil unrest, government action, or prolonged power or telecommunications failure.

14.6 ASSIGNMENT

The Member may not assign or transfer this Agreement without the Practice's prior written consent. The Practice may assign this Agreement to any successor in interest, including any entity that acquires all or substantially all of the Practice's assets or any successor to the Practice's business operations.

14.7 NOTICES

Notices must be in writing and are effective when delivered in person, sent by email to the recipient's address, sent via secure patient portal message, or three (3) days after registered/certified mail, return receipt requested, postage prepaid.

14.8 WAIVER

No waiver is effective unless in writing and signed by the party to be charged. No waiver constitutes a continuing waiver unless expressly stated.

14.9 COUNTERPARTS

This Agreement may be executed in counterparts, each deemed an original; together they form one instrument. Electronic signatures are treated as originals.

XV. SIGNATURE PROVISIONS

PATIENT ACKNOWLEDGMENT AND CONSENT

I, the undersigned, hereby acknowledge and agree to the terms and conditions of this Patient Membership Agreement with COBC Brands Direct Primary Care LLC d/b/a Colorado Springs Health Collective – Direct Primary Care.

☐ I attest I am not a Medicare or Medicaid beneficiary

Patient Name (Print): _____

Patient Signature: _____ Date: _____

Email Address: _____ Phone: _____

Mailing Address: _____

PRACTICE ACCEPTANCE

COBC Brands Direct Primary Care LLC d/b/a Colorado Springs Health Collective – Direct Primary Care

By: _____ Date: _____

Name (Print): _____ Title: _____