Ovation
Private Health

MEMBERSHIP HANDBOOK

Jeffrey Crespin, MD

Your health journey, *in perfect harmony.*

Welcome

We are pleased that you have chosen to become a "Member" of Ovation Private Health* (the "Company"). By doing so, you will be introduced to a special, personalized approach to your healthcare that affords you enhanced connectivity to and means of communicating with your chosen physician, Jeffrey Crespin, MD (your "Practitioner"), as well as a broad range of what we call value-added practice enhancements ("Enhancements") provided by the Company.

The items and services listed in this Membership Handbook ("Handbook") are designed to improve your healthcare delivery experience by, among other things, providing you with ready, convenient, and enhanced connectivity to your Practitioner and by supporting your well-being.

This Handbook is part of your Membership Agreement. Please read it carefully and let us know if you have any questions.

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*Ovation Private Health, the membership organization referenced in this Handbook, is sometimes also referred to as the Company. Ovation Private Health is acting on behalf of, and at the direction of your Practitioner and your Practitioner's medical practice, pursuant to a Business Associate Agreement (as defined in the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA")), to assist your Practitioner and his or her practice to inform you about, and to help make available, the Enhancements described in this Handbook.

** This email address should be used only for inquiries regarding Membership and the Membership Enhancements listed in this Handbook. Contact your Practitioner directly with all medical questions.

Enhancements[1]

A. HEALTHCARE DELIVERY EXPERIENCE

The Company and your Practitioner will work together to provide the following support and other offerings to optimize and enhance your healthcare delivery experience:

1. Panel Limits. A limited membership panel in order to enable your Practitioner to provide you with personalized care and attention to your individual needs.

2. Direct Communication And Connectivity With Your Practitioner. You will have the ability to connect directly with your Practitioner, ***regardless of medical necessity,*** over the phone, and through our customized HIPAA compliant[2] messaging and Telehealth mobile media application (collectively referred to as "Communications Enhancements")[3]. Your practitioner will let you know the preferred method of communication. Your Practitioner has committed to be generally available to communicate with you (or your authorized representatives) 24 hours a day, seven days a week through one or more of the Communications Enhancements[4]. This also includes consultations by your Practitioner with other healthcare providers attending to you whether nearby or out of state, overseas or otherwise outside of the Practice's usual service area. You will not have to rely on an administrative intermediary, answering service, or medical assistant staff when you wish to connect directly with your Practitioner. Telephone, messaging, and email communications will be responded to as quickly as reasonably feasible. You will also be entitled to have integrated "Telehealth" connectivity with your personal health coach and, of course you will be able to schedule "Telehealth" visits with your Practitioner ***regardless of medical necessity*** when an in person visit is not feasible or convenient[5]. In the event that your Practitioner is not available due to vacation or other reasons, alternative communication with another practitioner at the Practice or with another covering physician or appropriately licensed practitioner will be arranged.

3. Same-day/Next-day Appointments. Use of the Communications Enhancements to make appointments, including where appropriate same-day appointments to see your Practitioner (or if your Practitioner is unavailable due to vacation or for another reason, to see another covering physician or other healthcare provider), including appointments for non-urgent care, ***regardless of medical necessity.***

4. Health Span and Longevity Consultation Services. Health span, education, longevity and monitoring is a keystone of prevention and better health. The Company will contract with the Practice to, at your Practitioner's sole discretion and upon your request, meet with you to determine which advanced screening(s) and diagnostic imaging tools may be appropriate to inform the development of a health span and personalized longevity plan. Your Practitioner,

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1. *The Membership Fee pays only for the Enhancements listed in this Handbook. The Membership Fee does not cover or pay for any professional services provided by the Practitioner or the Practice, including without limitation any professional services supported by the Enhancements. All professional services are provided and billed for by the Practitioner and the Practitioner's Practice.*
2. *It is up to you to choose how to connect to our customized HIPAA compliant messaging and Telehealth mobile media application. Whether or not your phone, computer or internet service is HIPAA compliant is not under our control.*
3. *Additional charges may apply for international or unusual communication expenses.*
4. *In the event of an emergency, you should immediately call 911 and then, if you are able, you should contact your Practitioner.*
5. *Depending on where you are located and other circumstances, there may be legal requirements that prevent or limit the ability to provide you with some or all telehealth services.*

collaborating with Health Coaches, may develop a strategy to facilitate this plan, which may include a complete examination, advanced imaging, genetic testing and other tools through CCPHP affinity partners that are not routinely covered by insurance, regardless of medical necessity and frequency. Depending on the test, the cost of these advanced screening(s) and other non-covered services may be arranged at a discount in pursuit of achieving your health span and longevity goals.

5. Care Navigation. Your Practitioner, working with other practitioners, will, to the extent reasonable feasible and at his or her discretion, be involved in coordinating and helping to manage your medical care outside your Practitioner's office, including in the hospital, skilled nursing, rehabilitation and/or home setting. Your Practitioner may also conduct a pre-visit communication with those specialists to whom you are referred, conduct appropriate follow-up with specialist visits and review the specialists' recommendations with you by phone, email, or in-office discussion, upon your request.

6. Extended Appointments. Appointments with your Practitioner for routine visits of such length as will enable you to fully discuss your health-related concerns, *regardless of medical necessity.* Appointments with your Practitioner will never feel rushed, even during routine visits. Have the time you have always wanted with your Practitioner.

7. Limited Wait Time. Minimal waiting time for your Practitioner when you are scheduled for appointments, unless your Practitioner is attending to a medical urgency or emergency, or is delayed for another good reason. Should there be an occasional brief wait before your visit, it will be in a comfortable reception area which may include internet access and educational materials.

8. Dedicated Office Personnel/Expedited Check-in and Check-out. Availability of personnel at your Practitioner's office or through remote support to provide you with dedicated administrative service, including expedited check-in and check-out, in order to minimize your waiting time whenever possible and to provide you with outstanding service.

9. Personalized Member Services. Availability of a dedicated Member Services representative to provide assistance addressing and coordinating the administrative aspects of Members' health needs, including to act as your advocate for all Member-related issues.

10. Test Result Communications. Your Practitioner or Practice professional staff will communicate directly with you about your test results in a timely manner. Your Practitioner and Practice staff will take the extra step to let you know they care.

11. Travel Medical Services. On request, your Practitioner will provide you with travel medical advice, either personally or by referral to a travel or infectious disease specialist, and will provide those recommended vaccinations he/she is licensed to provide. You will be required to pay the cost of any vaccines.

12. Connectivity to Castle Connolly Top Doctors®. The Company has a special relationship with Castle Connolly Top Doctors®, which is an organization that uses a rigorous research process (that does not permit payments by the physicians for inclusion on the list), to hand-select leading physicians in all medical and surgical specialties to be awarded Top Doctor® status. Upon request, your Practitioner and his or her staff as well as the Member Services representative can facilitate expedited connectivity to this nationwide curated group of Castle Connolly Top Doctors®.

B. OVATION PERFORMANCE HEALTH PROGRAM

The Ovation Performance Health Program is a comprehensive and integrative approach to enhancing Members' wellbeing, focusing on four lifestyle pillars: Sleep, Exercise, Nutrition and Stress Management. As part of that Program, the Company has arranged to provide you with the following:

13. Ovation Performance Health Assessment. The opportunity to receive a personalized assessment of your overall wellness status and needs through the Ovation Performance Health Assessment. This Assessment takes a close look at the four lifestyle pillars by having you fill out an electronic self-assessment tool, the results of which are reviewed by a Ovation Performance Health Coach, and which can help your Practitioner and Ovation Performance Health Coach work together to create and monitor a customized wellness plan. *Note that this assessment is not a clinical assessment, and the assessment and plan are not intended to be, and should not be construed as, a Welcome to Medicare exam or an annual covered wellness visit, exam or clinical service.*

14. Ovation Performance Health Coaching Program. Access to a Ovation Performance Health Coach, who, utilizing the Ovation Performance Health Assessment, will provide you with customized support and education to help you identify and resolve potential barriers to a healthier lifestyle. If you participate in the Ovation Performance Health Coaching Program, your Ovation Performance Health Coach will consult with your Practitioner and help you achieve your wellness goals, one step at a time. *By signing the Membership Agreement, you acknowledge and agree that your Ovation Performance Health Coach may have access to your treatment information and medical records from your Practitioner in order to provide care management services and administer the Ovation Performance Health Program.*

15. Digital Health and Wellness Content. Educational content, tips and information to promote and facilitate wellness and a healthy lifestyle.

16. Member Events. Company-sponsored, curated, and/ or information about, wellness-related events in both online and/or in-person formats.

17. Access to Discounts. Discounts and special offers for wellness, healthy living, longevity diagnostic tools and related services from Ovation Private Health wellness partners.

Additional Terms

1. Additional Charges. Certain Enhancements may carry additional charges as set forth in this Handbook. If you elect to use an Enhancement that carries an additional charge, you agree to pay the additional charge.

2. Devices, Email Communications and Text Messaging.

a. While the Company may provide you with the use of one or more HIPAA compliant platforms, it is up to you to select the method for connecting to such platform, it is up to you to choose how to connect to our customized HIPAA compliant messaging and Telehealth mobile media application. Whether or not your phone, iPad, computer or internet service is HIPAA compliant is not under our control.

b. You authorize the Company, the Practice and your Practitioner to communicate with you by email and text messaging regarding your "protected health information" ("PHI") (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) ("HIPAA")) and other matters using the email address and text messaging number you provide in the Membership Agreement.

c. In so agreeing, you acknowledge that:

i. Email or texting is not a secure medium for sending or receiving PHI and, accordingly, your emails may be read or otherwise accessed by a third party in transit. In particular, if you send or receive email through your employer's email system, your employer may have the right to review it;

ii. Although the Company, the Practice and your Practitioner will make reasonable efforts to keep email communications and texts confidential and secure, neither the Company, nor the Practice, nor your Practitioner can ensure or guaranty the confidentiality of email or text communications;

iii. In the discretion of the Practice and/or your Practitioner, email communications may be made a part of your permanent medical record; and

iv. Email or text is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information.

d. Accordingly, you also agree that:

i. You will not use email or texting to communicate regarding emergencies or other time-sensitive issues, or to communicate regarding other sensitive information, but rather will communicate such information through one of the other communication means specified in this Handbook that would be appropriate to ensure a timely response;

ii. If you do not receive a response to your email or text message within two (2) days, you will use another means of communication to contact the Practice or your Practitioner;

iii. Except where otherwise required by law, neither the Company, the Practice, nor your Practitioner shall be liable to you for any loss, cost, injury or expense caused by, or resulting from: (a) a delay in responding to you as a result of technical failures, including, but not limited to, technical failures attributable to any internet service provider, power outages, failure of any electronic messaging software, failure to properly address email messages, failure of the Company's computers or computer network or faulty telephone or cable data transmission; (b) any interception of email or text communications by a third party; or (c) your failure to comply with the guidelines regarding use of email and text communications set forth in this Section; and

iv. The Practice may but is not obligated to keep copies of email or text messages that you send to your Practitioner, or your

Practitioner sends to you, and your Practitioner may include such messages in your medical record.

e. By signing this Membership Agreement, and providing a telephone number to the Company, you agree that a representative of the Company can contact you at the number you provide, potentially using automated technology (including texts/SMS messaging) or a pre-recorded message.

3. Health Coaching Disclosures. Your participation in health and wellness coaching is expressly conditioned on your acknowledgement of, and agreement to, the following:

a. There are risks of injury arising out of participating in any wellness activities, including exercise, cooking or other food preparation, following any dietary recommendations, or otherwise, regardless of whether or not you follow instructions or directions of your Health Coach, and you assume the full risk of any injuries (including death), damages, or loss which you may sustain as a result of participating in any wellness activity.

b. You fully waive, release and discharge the Company, your Health Coach and their agents and employees and their successors and assigns from any and all liability, claims, and causes of action from injuries or illness (including death), damages or loss which you may have or which may arise on account of participation in suggested wellness activities. You agree to indemnify and hold harmless and defend the Company, your Health Coach and their agents and employees, and successors and assigns from any and all claims resulting from injuries or illness (including death), damages, or loss, including, but not limited to attorneys' fees, sustained by you arising out of, connected with, or in any way associated with my participation in wellness activities.

4. Notices. Except as provided in Section 2 of these Additional Terms, any communication required or permitted to be sent under this Agreement shall be in writing and sent via email, facsimile, recognized overnight courier or certified mail, return receipt requested (a) to the Company at the address as set forth on its website, https://ccphp.net, Attention: Company Administrator, and (b) to you at the address or email address set forth on the signature page of the Membership Agreement. Either party may change its address by notifying the other party in accordance with this paragraph.

5. Governing Law. The Membership Agreement shall be governed by and construed in accordance with the laws of the State of New York, notwithstanding the principles of conflicts of laws.

6. Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other term of this Agreement.

7. Severability. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

8. Counterpart as an Original. This Agreement may be executed in more than one counterpart, and each executed counterpart shall be considered as the original.

9. Rights Unaffected. No amendment, supplement or termination of this Agreement shall affect or impair any rights or obligations which shall have theretofore matured hereunder.

10. Interpretation of Syntax. All references made and pronouns used herein shall be construed in the singular or plural, and in such gender, as the sense and circumstances require.

11. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, heirs, executors and administrators.

12. No Assignment. You may not assign your rights, duties and obligations under this Agreement without the prior written consent of the Company, whose consent may be withheld for any reason. Any attempt to assign said rights, duties and obligations without the prior written consent of the Company shall be null and void and of no force or effect.

13. Entire Agreement; Amendment. The parties certify that the Membership Agreement, which includes the terms of this Handbook, contains the entire agreement of the parties regarding the subject matter of this Agreement and supersedes any currently existing agreement between the parties regarding said subject matter. This Agreement may not be changed orally, and may be amended only by an agreement in writing signed by the parties. Notwithstanding the foregoing the Company may, from time to time, provide you with notice of one or more amendments to this Membership Agreement, which may include without limitation, changes to the amount of the Membership Fee, and the date on which such amendment will take effect (which date will not be sooner than thirty (30) days after notice of such pending amendment is given to you). Upon receipt of such notice, you will have thirty (30) days (or such longer period as may be specified in such notice) to terminate this Membership Agreement by giving notice of such termination to the Company before such amendment takes effect, in which case, you will not be obligated to pay any Administrative Fee and you will be refunded the pro-rata portion of any paid portion of your annual Membership Fee that applies to the period after such termination. If you do not terminate this Membership Agreement before such amendment becomes effective, you will be bound by such amendment.

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Medical services are provided by Dr. Crespin and his medical practice. The concierge membership program, including amenities and non-medical enhancements, is offered and administered by Ovation Private Health.