Terms and Conditions for Member Participation in MyPhysicianPlan Optimum Comprehensive Travel Plan

These Terms & Conditions and the Exhibits appended hereto represent an agreement made and entered into by and between the international visitor to the US enrolling in a plan offered by MPPI ("Member") and MyPhysicianPlan Inc ("MPPI").

1. Recitals

1.1 **WHEREAS,** MPPI enables Members to have access to affordable and quality healthcare through payment plans available through MPPI.

1.2 **WHEREAS,** Members enrolled in Optimum Comprehensive Travel Plan have membership in both Primary Care Plan and My Physician Optimum Plan (Visitors Insurance) and have access to both MPPI Primary Care Network for routine medical care and United Healthcare Options PPO and Primary PPO provided by UHC Global Network Provider Services for all other healthcare needs.

1.3 **WHEREAS**, the Primary Care Plan offered by MPPI is a payment plan for routine medical care and not insurance and is not issued or offered by an insurance company.

1.4 **WHEREAS**, My Physician Optimum Plan (Visitors Insurance) is underwritten by Crum & Forster SPC (C&F) and is governed by the Terms and Conditions as defined in the Policy document attached hereto (Exhibit C).

1.5 **WHEREAS**, Members enrolled in Primary Care Plan have access to MPPI Primary Care Provider Network for routine medical care services.

1.6 **WHEREAS**, Members enrolled in Visitors Insurance have access to United Healthcare Options PPO and Primary PPO provided by UHC Global Network Provider Services.

1.7 **WHEREAS**, Members shall contribute to MPPI all membership dues for Optimum Comprehensive Travel Plan and MPPI shall contribute to C&F through ACI the membership dues for any Members enrolled in Visitors Insurance through MPPI Optimum Comprehensive Travel Plan.

1.8 **WHEREAS,** the Terms and Conditions for Member Participation will apply to the MPPI Plan(s) selected by the enrolling Member.

1.9 **NOW THEREFORE,** in consideration of their mutual promises and consideration herein, the sufficiency of which are hereby acknowledged, the parties agree as follows:

2. Definitions

As used in these Terms & Conditions, unless otherwise defined in an attached Exhibit, all capitalized terms shall have the following meanings:

2.1 **"Effective Period"** means the period of time beginning with the starting date of the plan selected by the Member and ending with the end date, as shown on the Member ID card and as detailed on the Member's account management page on the MPPI portal at www.myphysicianplan.com.

2.2 **“Business”** means any entity enabling Members enrolling in plans offered through MPPI.

2.3 **"Member"** means the person enrolled in MPPI Plans.

2.4 **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, including without limitation its privacy, security and administrative simplification provisions, and the rules and regulations promulgated thereunder, each as may be amended from time to time.

2.5 **"Partner Health Care Service Provider"** means any health care organization that is offering services to Members enrolled in a plan offered by MPPI. Partner Health Care Service Providers are independent entities that are affiliated with MPPI only to offer discounted healthcare services to Members. Any names, copyrighted or trademark materials belonging to the Partner Health Care Service Provider are the exclusive property of the respective Partner Health Care Service Provider and in no part belong to MPPI.

2.6 **"Plan"** means a payment plan offered by MPPI.

2.7 **"Primary Member"** refers to the Member responsible for payments for all Members enrolled in Plans through the Primary Member's account on the MPPI portal.

2.8 **"Principal"** means any owner of the practice and/or owners of a majority interest, officer, directors and key management of the practice (or the practice's professional association, partnership or corporation).

2.9 **"Proprietary Information"** means information related to MPPI: (a) which derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (b) which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or proprietary status, including all tangible reproductions or embodiments of such information. Proprietary Information includes, but is not limited to, technical and non-technical data related to the formulas, patterns, designs, compilations, programs, inventions, methods, techniques, drawings, processes, finances, actual or potential customers and suppliers, existing and future products, manuals, policies and procedures, software, information and operational systems of MPPI, MPPI Partners. Proprietary Information also includes information that has been disclosed to MPPI or MPPI Partners by a third party and which MPPI or any MPPI Partner is obligated to treat as confidential.

2.10 **"Provider"** means, collectively, the physician practice, physician(s), and Principals enrolled with MPPI to offer their services to Members, with the registered office located at the address indicated on the Provider registration form.

2.11 **"Secondary Member"** means any dependent or additional Member who is added by the Primary Member of an account on the MPPI portal and is enrolled in a Plan for which the Primary Member is responsible for payment.

2.12 **"Services"** means any consultation services delivered by Provider from their practice location or by a Partner Healthcare Services Provider.

2.13 "**Visit**" means Member in person doctor visit or remote telehealth visit.

3. Service Features

3.1 All applicable Member services and coverage will vary based on the Plan and shall be as defined in the Exhibits.

4. Policy Rules

4.1 Each newly enrolling Member shall pay the full payment at the time of registration for the Plan in which they enroll.

4.2 Plan's Effective Period shall begin on the Plan effective date selected by the Member and shall continue for the duration of the Plan term.

4.3 Member may extend the Plan only once, at the same premium rate, for a period not to exceed the original Plan duration. Any additional extensions shall be subject to the prevailing premium rates in effect at the time of such extension.

4.4. A Member is not permitted to terminate the Plan before its end date. All Plan fees are fixed and non-refundable.

4.5 If an enrolling Member is sponsored by a Business Organization participating with MPPI, that Member is solely responsible for managing their own account with MPPI, including handling all payments.

4.6 Policies & Procedures: Member agrees to comply with policies and procedures as defined in these Terms and Conditions and Exhibits, including without limitation those addressing Member/MPPI grievances and appeals and such other administrative policies and procedures as are identified in these Terms and Conditions, as may be amended by MPPI from time to time and which is incorporated herein by reference.

4.7 Grievances and Appeals: Member agrees to cooperate and participate with MPPI: (a) in MPPI's grievance and appeals processes to resolve disputes that may arise between MPPI and Members, including without limitation the timely provision of information and/or records and documents required by MPPI; and (b) in Member appeals and dispute resolution processes developed and implemented by MPPI.

5. Payment Terms

5.1 Payments for Member Plan shall be paid in full at the time of Plan registration, prior to Plan activation

5.2 Members, including those who are enrolled through a participating Business, are ultimately responsible for all payments due for their Plan.

5.3 Businesses sponsoring any Member and or dependents shall contribute the full amount due to MPPI Member or opt for Members to contribute their membership dues independently.

5.4 Unless otherwise indicated, all payments due for the Secondary Member Plans shall be paid by the Primary Member and will be charged to the payment method designated on the Primary Member's MPPI account.

5.5 Eligibility Verification: MPPI, or MPPI's designee, shall provide Members with Plan identification ("Plan ID") cards indicating active membership. The Terms & Conditions for Member Participation shall require Members to present their

identification cards when seeking healthcare services. At the time of each visit, Member must present a valid form of photo identification if required and Plan ID card to verify their identity.

6. Privacy

6.1 Privacy shall be maintained according to the Provider's standard policies. A copy of these policies shall be provided to all participating Members served by the Provider. Standard HIPAA policies shall apply to all Members of MPPI regarding privacy and confidentiality of patient data.

6.2 Provider’s shall submit online claim form, including appointment date and copay collected to MPPI for each Member visit. MPPI shall use Member appointment and claim data to send notifications to Members for verification to process Provider payments. MPPI shall not have access to any Member medical records.

6.3 Business Organization partnering with MPPI shall have access only to the basic details they submit for their Member(s) when registering with MPPI. Businesses shall not have access to any other Member information or claims or medical records.

7. Termination of MPPI Plan

7.1 MPPI reserves the right to terminate with or without cause all services provided with a notice of thirty (30) days.

7.2 All Plans will be effective and continue for the enrolled Members until the end of the Plan term.

7.3 If the assigned primary care physician can no longer offer Services and must terminate participation before the end of a Member's Plan term, that Member shall be assigned to other participating primary care physicians in the MPPI provider network.

8. Laws, Regulatory Requirements & Licensure

8.1 Governing Law: These Terms and Conditions have been executed and delivered and shall be interpreted, construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of laws provisions.

8.2 Compliance: The parties agree to comply with all applicable state and federal laws, rules and/or regulations. The alleged failure by either party to comply with applicable state and/or federal laws, rules or regulations shall not be construed as

allowing either party a private right of action against the other in any legal or administrative proceeding in matters in which such right is not recognized by such law, rule or regulation.

9. Cancelation Policy

9.1 Cancelation Policy – Members may cancel the Plan up to three days before the Plan start date. Once the Plan becomes effective, it is non-refundable and cannot be cancelled. However, if the Member returns to their home country before the Plan term expires and has no provider visits or claims prior to returning, the Member may be eligible for a refund for the unused portion of the remaining Plan term, provided acceptable proof of return to the home country is submitted.

10. Dispute Resolution

10.1 Dispute Resolution: MPPI and Member agree to attempt to resolve any disputes arising with respect to the performance or interpretation of these Terms and Conditions promptly by negotiation between the parties. Prior to submission of any unresolved disputes to binding arbitration pursuant to the provisions herein, Member agrees to comply with MPPI's administrative review and/or appeal procedures, where applicable.

10.1.1 Other than disputes alleging inappropriate or fraudulent billing practices for which the parties may pursue any available legal or equitable remedy including without limitation litigation, the exclusive remedy for unresolved disputes between the parties under these Terms and Conditions, including without limitation a dispute involving interpretation of any provision of these Terms and Conditions, questions regarding application and/or interpretation of applicable state and/or federal laws, rules or regulations, the parties' respective obligations under these Terms and Conditions, or otherwise arising out of the parties' business relationship, shall be resolved by binding arbitration.

10.1.2 The party initiating binding arbitration shall provide prior written notice to the other party identifying the nature of the dispute, the resolution sought, the amount, if any, involved in the dispute, and the names and background of at least two (2) potential arbitrators. The submission of any dispute to arbitration shall not adversely affect any party's right to seek available preliminary injunctive relief.

10.1.3 Any arbitration proceedings shall be held in Wilmington, Delaware in accordance with and subject to the Commercial Arbitration Rules of the AAA then in effect, or under such other mutually agreed upon guidelines and before a single

arbitrator selected by the parties. Discovery shall be permitted in the same manner, types and times periods provided for by the Federal Rules of Civil Procedure. To the extent the parties are unable to agree upon an arbitrator, the parties agree to use an arbitrator selected by the AAA from a list of arbitrators chosen by the parties as individuals with knowledge and expertise in the area or issue in dispute.

10.1.4 The arbitrator: (a) may construe or interpret but shall not vary or ignore the terms of these Terms and Conditions; (b) shall be bound by applicable state and/or federal controlling laws, rules and/or regulations; and (c) shall not be empowered to certify any class or conduct any class based arbitration. The decision of the arbitrator shall be final, conclusive and binding. Judgment upon the award rendered in any such arbitration may be entered in any court of competent jurisdiction, or application may be made to such court for judicial application and enforcement of the award, as applicable law may require or allow.

10.1.5 Each party shall assume its own costs (including without limitation its own attorneys' fees and such other costs and expenses incurred related to the proceedings), but the compensation and expenses of the arbitrator and any administrative fees or costs of any arbitration proceeding(s) hereunder shall be borne equally by MPPI and Member.

11. Miscellaneous:

11.1 Notices: All notices from MPPI to the Member shall be sent to the designated email address supplied to MPPI.

11.2 Modifications to Terms and Conditions: MPPI reserves the right to change the Terms and Conditions of this Agreement or the Exhibits at any time. Member is responsible for regularly reviewing the Terms and Conditions posted to Member MPPI account. Continued use of the MPPI platform at www.myphysicianplan.com after any such changes shall constitute.

11.3 Severability: If any part of these Terms and Conditions should be determined invalid, unenforceable, or contrary to law, that part shall be reformed, if possible, to conform to law, and if reformation is not possible, that part shall be deleted, and the other parts of these Terms and Conditions shall remain fully effective.

11.4 Waiver: Waiver of any breach of any provision of these Terms and Conditions or of any of the remedies available to either party in the event of a default or breach of these Terms and Conditions shall not be deemed a waiver of any other provision or a waiver of any subsequent or continuing breach of the same provision or a party's right

to elect a remedy at any subsequent time if a condition of default or breach continues or recurs.

11.5 Force Majeure: Neither party shall be deemed to be in default for a delay or failure to perform an act under these Terms and Conditions resulting from civil or military authority, acts of public enemy, war, fires, earthquake, flood or other natural disaster.

11.6 Duplicate Originals & Captions: These Terms and Conditions may be executed in one or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same Terms and Conditions. The captions in these Terms and Conditions are for reference purposes only and shall not affect the meaning of terms and provisions herein.

11.7 Incorporation of Exhibits: Exhibits incorporated herein by reference and made a part of these Terms and Conditions.

11.8 Entire Agreement: These Terms and Conditions, inclusive of all Exhibits incorporated herein, is the entire agreement between the parties with regard to the subject matter hereof. Unless otherwise provided for in these Terms and Conditions, there are no other agreements or understandings, either oral or written, between the parties affecting these Terms and Conditions and these Terms and Conditions supersedes all prior or contemporaneous agreements, negotiations and understandings between the parties with regard to the subject matter hereof.