



DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT

This Direct Primary Care Membership Agreement (“Agreement”) is entered into by and between Fast Access Healthcare, PLLC (“Practice” or “FAH”), a Tennessee professional limited liability company, and the undersigned individual (“Member”). This Agreement is governed by Tennessee law.

1. NATURE OF AGREEMENT

This Agreement is a Direct Primary Care (DPC) agreement pursuant to Tennessee Code Annotated §63-1-501 et seq. This Agreement is not health insurance, is not a substitute for insurance, and does not satisfy any insurance coverage mandate.

2. ELIGIBILITY

Membership is available to adults and children five (5) years of age or older. All minors must be enrolled under a parent or legal guardian.

3. MEMBERSHIP TIERS AND FEES

- Individual: \$99/month
- Couple: \$149/month*
- Family: \$199/month (up to 5 members)*
- Additional members beyond five (5): \$49/month each*
- One-time enrollment fee: \$145 (non-refundable)

*All members enrolled in the Family or Couple tier shall reside in the same household.

4. MINIMUM COMMITMENT

No minimum commitment period.

5. INCLUDED SERVICES

Membership includes services offered within FAH facilities as determined medically appropriate, including office visits, telehealth, preventive care, chronic disease management, procedures, and after-hours access to a live provider by phone.

6. EXCLUDED SERVICES

The following services are **NOT** covered in the Direct Primary Care Membership:

- Durable Medical Equipment (DME), of any kind
- Allergy testing
- Intravenous infusions (medically indicated and elective)
- Third party neurocognitive testing
- Third party laboratory testing
- Ultrasounds (performance and readings)
- Home health services
- Hospice services
- Pathology and laboratory services
- Any in-house PCR testing
- Urine Drug Screening
- Trigger point injections
- Joint injections
- ABI testing
- Any in-house surgical or biopsy procedure(s)
- Placement of sutures or staples for wound closure
- Removal of sutures or staples not placed by a FAH provider or physician
- FAH weight loss program
- Vaccinations of any kind
- Colon cancer screening (IFOB)
- Any service(s) provided by non-FAH facilities, providers, or physicians.

The aforementioned list is not all-inclusive and may be altered in accordance with applicable sections of this agreement, as medical procedures and testing are ever changing.

7. PRIMARY CARE, AND NON-MEMBERSHIP SERVICES

Member(s) acknowledges that Practice operates both Direct Primary Care and non-membership-based primary care services.

Services provided outside the scope of this Agreement, including but not limited to diagnostic testing, imaging, procedures, or services not expressly included under the membership program, will be billed separately.

Nothing in this Agreement shall obligate Practice to provide services beyond the defined scope of Direct Primary Care.

8. PAYMENT TERMS AND AUTO-DRAFT AUTHORIZATION

Monthly fees are due on the 1st day of each month and are automatically drafted via credit/debit card or ACH. Convenience fees apply: 3% for card transactions and 1% for ACH transactions.

Membership fees will not be pro-rate.

I agree that any fee for service, that is not included in this agreement, will be charged to the payment method on file, to which the monthly membership fees are charged.

9. FAILED PAYMENTS; PROCESSOR RETRIES; ACH RETURNS; COLLECTIONS; TERMINATION

Membership fees are due on the first (1st) day of each calendar month and shall be paid via pre-authorized recurring automatic draft.

9.1 AUTOMATIC RETRY AUTHORIZATION

If an attempted payment is declined, returned, or otherwise unsuccessful, Member expressly authorizes Practice and its designated payment processor (including Stripe, Inc.) to automatically reattempt collection of the unpaid balance using the stored payment method.

Practice may reattempt payment multiple times within the same billing cycle in accordance with processor retry protocols.

Member acknowledges that insufficient funds, expired cards, or payment blocks do not relieve Member of payment obligations.

9.2 ACH RETURN AUTHORIZATION (NACHA COMPLIANCE)

For ACH transactions, Member authorizes Practice to reinitiate returned entries in accordance with NACHA Operating Rules.

If an ACH transaction is returned for any reason, including but not limited to:

- R01 – Insufficient Funds
- R02 – Account Closed
- R03 – No Account
- R04 – Invalid Account Number
- R05 – Unauthorized Debit
- R07 – Authorization Revoked
- R08 – Stop Payment
- R09 – Uncollected Funds

Practice may:

1. Reinitiate the debit as permitted by NACHA rules.
2. Charge a returned payment fee of \$35.00 per occurrence (or the maximum permitted by law).
3. Immediately suspend membership services pending resolution.

Returned ACH entries based on “unauthorized” designations may result in immediate termination of membership and referral to collections.

9.3 GRACE PERIOD

A ten (10) calendar day grace period applies following the due date. During this period, the account shall be considered past due, but services may continue at Practice's discretion.

9.4 LATE FEE

If payment in full is not received by the close of business on the tenth (10th) calendar day following the due date, a late fee equal to ten percent (10%) of the outstanding balance shall be automatically assessed on the eleventh (11th) day.

Late fees shall become immediately due and payable and may be included in subsequent automated payment attempts.

The parties agree that the late fee represents a reasonable estimate of administrative and collection costs incurred by Practice as a result of delinquent payment and is not intended as a penalty. Member(s) may be notified via email of delinquent payments and associated risks up to and including suspension and/or termination of services should membership payments remain in arrears.

9.5 SUSPENSION OF SERVICES

If payment remains outstanding on the twentieth (20th) calendar day following the due date, Practice may immediately suspend all membership services.

During suspension:

- Member shall not be entitled to receive services under this Agreement.
- After-hours access may be restricted.
- No new appointments shall be scheduled.
- Practice shall have no obligation to provide services during suspension.

9.6 TERMINATION FOR NON-PAYMENT

If payment in full, including all late fees, returned payment fees, processor fees, and administrative charges, is not received by the thirtieth (30th) calendar day following the due date, this Agreement shall be automatically terminated for non-payment. Referral assistance may be provided should membership be terminated for non-payment, consistent with standard acceptable industry standards and in accordance with applicable laws.

Termination does not waive Member's obligation to pay all outstanding amounts owed.

9.7 CHARGEBACKS AND PAYMENT DISPUTES

Initiation of a credit card chargeback or ACH dispute for valid charges under this Agreement shall constitute a material breach of this Agreement.

Upon receipt of a chargeback notice, Practice may:

- Immediately suspend membership services.
- Terminate membership.
- Assess a chargeback administrative fee equal to the actual processor chargeback fee plus \$50.00 administrative handling.
- Refer the matter to collections.

Member(s) agrees to contact Practice directly to resolve billing disputes prior to initiating a chargeback.

9.8 COLLECTIONS AND COST RECOVERY

If an account remains unpaid following termination, Practice may refer the balance to a third-party collection agency or pursue legal remedies.

Member(s) agrees to pay:

- All outstanding balances.
- Late fees.
- Returned payment fees.
- Chargeback fees.
- Collection agency fees.
- Court costs.
- Reasonable attorney fees to the fullest extent permitted by Tennessee law.

9.9 RE-ENROLLMENT

Following termination for non-payment, re-enrollment requires:

1. Payment of all outstanding balances.
2. Payment of the then-current enrollment fee.
3. Approval by Practice at its sole discretion.

Practice reserves the right to permanently deny re-enrollment for any reason at the practice's sole discretion.

10. NO REFUNDS

All non-membership related fees are non-refundable except as required by applicable law.

11. TERMINATION OF AGREEMENT BY MEMBER

Member(s) may terminate this agreement at any time prior to 15 days before the end of the month, by submitting the official disenrollment request through Practice's website.

Member(s) enrollment will remain active through the end of the month in which the termination request is received, should the member(s) account be in good standing with this agreement.

Membership fees will not be pro-rate as membership remains active through the end of the month in which the termination request is received.

12. TERMINATION OF AGREEMENT BY PRACTICE

Practice may terminate this Agreement at any time upon written notice to Member for any lawful reason, including but not limited to:

- Non-payment of membership fees or other amounts due.
- Repeated late payments.
- Abusive, threatening, harassing, or inappropriate behavior toward staff or providers.
- Failure to comply with Practice policies.
- Conduct that disrupts clinic operations.
- Medical circumstances that, in the professional judgment of the provider, exceed the scope of services appropriate for a Direct Primary Care model.
- Fraudulent, misleading, or materially inaccurate information provided by Member.
- Termination shall be effective as stated in the written notice. Practice shall provide reasonable notice and an opportunity to secure alternative care when required by applicable law, except in cases involving safety concerns or non-payment.

Termination by Practice does not waive Member's obligation to pay any outstanding balances, fees, or charges incurred prior to termination.

13. EMERGENCY CARE

Practice does not provide emergency medical services under this Agreement.

If Member experiences a medical emergency, Member must immediately call 911 or seek care at the nearest emergency department.

Member(s) acknowledges that after-hours phone access is intended for urgent guidance and does not substitute for emergency evaluation or treatment. Practice is not responsible for delays in emergency care resulting from Member's failure to seek appropriate emergency services.

Member(s) acknowledges, understands, and agrees that Practice is not responsible for and will not reimburse member(s) for any charges that member(s) may incur for any care, testing, or resulting of testing provided by any facility, provider, physician, or organization outside of Practice.

14. LIMITATION OF LIABILITY; NO GUARANTEE

Member acknowledges and agrees that medical services provided under this Agreement are rendered in accordance with generally accepted standards of medical practice and the professional judgment of the treating provider.

Practice makes no guarantees, warranties, or representations regarding specific medical outcomes or results. Medicine is not an exact science, and individual outcomes may vary.

To the fullest extent permitted by Tennessee law, Practice shall not be liable for any indirect, incidental, consequential, or special damages arising from services provided under this Agreement.

Nothing in this section is intended to limit liability for acts constituting gross negligence or willful misconduct.

15. INDEMNIFICATION

Member(s) agrees to indemnify, defend, and hold harmless Practice, its owners, officers, directors, providers, employees, and agents from and against any claims, damages, liabilities, costs, or expenses (including reasonable attorney's fees) arising from:

1. Member's misuse of services provided under this Agreement.
2. Failure to follow medical advice or treatment plans.
3. Failure to seek emergency care when appropriate.
4. Misrepresentation of medical history or other material information.
5. Conduct that violates Practice policies or applicable law.

This indemnification provision shall survive termination of this Agreement.

16. MODIFICATION OF TERMS

Practice reserves the right to modify membership fees, policies, or terms of this Agreement upon thirty (30) days' written notice to Member.

Notice may be provided electronically, by email, through the patient portal, or by posting updated terms on the Practice website.

Continued participation in the membership program after the effective date of any modification constitutes acceptance of the modified terms.

If Member does not agree to the modification, Member may terminate this Agreement in accordance with the termination provisions herein prior to the effective date of the change.

Modifications shall not apply retroactively to amounts already accrued.

17. BINDING ARBITRATION; LIMITED COLLECTION CARVEOUT

Except as expressly provided below, both parties agree to resolve any dispute, claim, or controversy arising out of or relating to this Agreement or the services provided hereunder exclusively through final and binding arbitration.

Such arbitration shall be administered in Hamilton County, Tennessee, in accordance with the Consumer Arbitration Rules of the American Arbitration Association ("AAA"), unless the

parties mutually agree otherwise. The arbitrator shall apply Tennessee law and shall have authority to award any remedy available at law or equity; provided, however, that the arbitrator shall not award punitive damages unless expressly permitted by applicable statute.

Judgment upon the arbitration award may be entered in any court of competent jurisdiction.

This arbitration provision shall be governed by and interpreted pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA") and shall survive termination of this Agreement.

17.1 LIMITED COURT CARVEOUT FOR COLLECTION OF AMOUNTS UNDER \$5,000

Notwithstanding the foregoing arbitration requirement, either party may bring an action in a court of competent jurisdiction, including small claims court, solely for the purpose of collecting amounts owed under this Agreement that do not exceed Five Thousand Dollars (\$5,000) in aggregate.

Practice may pursue judicial remedies to recover unpaid membership fees, late fees, returned payment fees, chargeback-related amounts, and reasonable collection costs within this monetary threshold without first initiating arbitration.

Nothing in this section permits litigation of claims exceeding Five Thousand Dollars (\$5,000) or claims seeking non-monetary relief that would otherwise be subject to arbitration.

18. WAIVER OF CLASS ACTION

Member agrees that any dispute arising under this Agreement shall be brought solely in the Member's individual capacity and not as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding.

Member(s) expressly waives any right to participate in a class action, mass action, or consolidated proceeding against Practice.

19. SEVERABILITY

If any provision, section, or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable under applicable law, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement.

The parties expressly agree that any invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to render it valid and enforceable, consistent with the original intent of the parties. If such modification is not possible, the offending

provision shall be severed, and the remainder of the Agreement shall remain in full force and effect.

Notwithstanding the foregoing, any provision relating to payment obligations, automatic draft authorization, late fees, or financial responsibility shall survive and remain enforceable to the fullest extent permitted by law.

20. SURVIVAL

The provisions of this Agreement that by their nature are intended to survive termination shall survive termination or expiration of this Agreement, including but not limited to provisions relating to:

- Payment obligations.
- Late fees and collection costs.
- Chargeback liability.
- Indemnification.
- Limitation of liability.
- Dispute resolution.
- Governing law and venue.
- Confidentiality obligations.

Termination of this Agreement shall not relieve Member of any financial obligation incurred prior to the effective date of termination.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties.