Membership Agreement

Introduction and Purpose

This Membership Agreement (the "**Agreement**") is entered into by and between ALDIWANI MEDICAL GROUP (the "**Service Provider**") and the undersigned individual (the "**Member**"), collectively referred to as the "**Parties**". The purpose of this Agreement is to establish the terms and conditions under which the Member will be provided with healthcare services by the Service Provider. This Agreement is governed by the laws of the State of California, without regard to its conflict of laws principles.

Definition of Services

For the purposes of this Agreement, "**Services**" shall mean the medical and health-related services provided by the Service Provider to the Member, which include, but are not limited to, onsite visits and telemedicine visits, use of the Dexascan machine and VO2 max testing onsite, provision of medications (e.g., GLP-1s), and longevity testing, which encompasses DEXA, VO_2 max, and genetics testing. The scope of Services may be amended or expanded upon mutual agreement of the Parties.

Membership Fees and Payment Terms

The Member agrees to pay the Service Provider a membership fee ("**Membership Fee**") for access to the Services outlined in this Agreement. The Membership Fee, payment terms, and any other charges related to the Services will be as follows:

1. The Membership Fee shall be payable monthly in advance. The exact amount of the Membership Fee will be communicated to the Member at the time of signing this Agreement and may be subject to change with prior notice to the Member.
2. Payment of the Membership Fee is due on the first day of each month. If payment is not received by the Service Provider within five (5) business days of the due date, the Member may be subject to a late fee and/or suspension of Services until payment is received.
3. All payments shall be made in U.S. dollars and can be made via credit card, debit card, or any other payment method agreed upon by the Parties.
4. The Service Provider reserves the right to adjust the Membership Fee and will provide the Member with at least thirty (30) days' notice before any changes take effect. Such adjustments may reflect changes in the cost of providing the Services, inflation, or changes in the market conditions.

5. Membership Fees are non-refundable except as may be expressly provided in this Agreement or required by applicable law.
6. The Member is responsible for all taxes, duties, or other governmental charges related to the Membership Fee or the Services provided under this Agreement.

This clause shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

Term and Termination

This Agreement shall commence on the date of the last signature hereof and shall continue in full force and effect for a period of one (1) year ("**Initial Term**"). Unless either Party provides written notice of its intention not to renew at least thirty (30) days prior to the end of the current term, this Agreement shall automatically renew for successive one (1) year terms ("**Renewal Term(s)**").

Either Party may terminate this Agreement at any time, with or without cause, upon providing the other Party with at least thirty (30) days written notice. In the event of termination, the Member shall be entitled to a pro-rata refund of the Membership Fee for the remaining period of the term, except as otherwise provided in this Agreement or prohibited by law.

In addition to the above, the Service Provider may terminate this Agreement immediately upon notice to the Member if the Member breaches any term of this Agreement and fails to cure such breach within fifteen (15) days of written notice thereof.

Upon termination or expiration of this Agreement, the Member shall immediately cease use of the Services and return any property of the Service Provider. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Confidentiality

Both the Service Provider and the Member acknowledge the importance of maintaining the confidentiality of certain information that may be exchanged between them during the course of their relationship under this Agreement. For the purposes of this clause, "**Confidential Information**" shall mean all information disclosed by one Party to the other, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. This includes, but is not limited to, personal health

information of the Member, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by the Service Provider.

Each Party agrees to:

1. Not use the Confidential Information for any purpose outside the scope of this Agreement.
2. Except as otherwise authorized by the disclosing Party in writing, not disclose the Confidential Information to any third party, and to limit access to those of its employees, contractors, and agents who need to know such information in connection with this Agreement and who are bound by confidentiality obligations at least as restrictive as those herein.
3. Protect the confidentiality of the Confidential Information with the same degree of care as it uses to protect its own confidential information of like nature, but in no event with less than reasonable care.

The obligations set forth in this clause shall not apply to information that:

1. Is or becomes publicly known through no fault of the receiving Party;
2. Is received from a third party without breach of any obligation of confidentiality;
3. Is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information; or
4. Is required to be disclosed by law, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

This clause shall survive the termination of this Agreement and shall continue in effect until the Confidential Information no longer qualifies as confidential.

Liability Limitations

To the fullest extent permitted by law, neither the Service Provider nor the Member shall be liable to each other for any indirect, special, incidental, punitive, or consequential damages, including but not limited to, loss of profits, arising out of or in connection with the performance of the Services or the performance or breach of this Agreement, regardless of whether such damages were foreseeable or whether either party has been advised of the possibility of such damages.

Notwithstanding the foregoing, nothing in this Agreement shall limit or exclude the liability of either party for:

1. death or personal injury caused by its negligence;
2. fraud or fraudulent misrepresentation;
3. any other liability which cannot be limited or excluded by applicable law.

Each party acknowledges that the limitations of liability set forth in this clause have been negotiated and agreed upon by the parties and reflect a reasonable allocation of risk between them, considering the fact that the Membership Fee reflects such allocation. This limitation of liability shall survive the termination or expiration of this Agreement.

Dispute Resolution

In the event of any dispute, claim, question, or disagreement arising from or related to this Agreement or the breach thereof, the Parties hereby agree to attempt to resolve such dispute through friendly consultation. If the dispute cannot be resolved informally, the Parties agree to submit the dispute to binding arbitration. The arbitration shall be conducted in the State of California, in accordance with the then-current rules of the American Arbitration Association (AAA). The decision of the arbitrator shall be final and binding on the Parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, either Party may seek immediate judicial intervention to obtain injunctive relief in the event of a breach of this Agreement related to confidentiality obligations or infringement of intellectual property rights. Such legal action may be sought in any federal or state court of competent jurisdiction within the State of California, and the Parties hereby consent to the jurisdiction of such courts for this purpose.

The Parties agree that any arbitration under this Agreement shall be conducted on an individual basis only. Neither Party shall be entitled to arbitrate any dispute as a class action, class arbitration, or in a representative capacity. Furthermore, an arbitration award in one person's case can only affect that person and cannot be used to decide disputes with others.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the

application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the city and county of San Francisco, although we retain the right to bring any suit, action, or proceeding against the Member in their county of residence in the United States. The Parties irrevocably consent to the jurisdiction of such courts and waive any and all objections to the exercise of jurisdiction over them by such courts and to venue in such courts.

Amendments

This Agreement may be amended or modified only by a written instrument executed by both the Service Provider and the Member. Any amendments or modifications to this Agreement shall be binding upon the Parties and effective only upon the execution of such written instrument. The Parties acknowledge that the terms and conditions of this Agreement, including any attachments and exhibits hereto, may require adjustments or changes over time to reflect changes in applicable laws, regulations, or the needs of the Member or the Service Provider. Accordingly, the Parties agree to negotiate in good faith any such necessary amendments or modifications to ensure the continued effectiveness and compliance of this Agreement with all applicable laws and regulations and to meet the evolving needs of the Parties.

Notices

All notices, requests, claims, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

- To the Service Provider: ALDIWANI MEDICAL GROUP, [Service Provider's Address], Attention: Legal Department.
- To the Member: [Member's Address], or at the address the Member has provided to the Service Provider as part of the Member's contact information.

Any party may change its address for purposes of this clause by giving the other party written notice of the new address in the manner set forth above.

Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties, whether written or oral, relating to the subject matter hereof. No amendment, modification, or supplement of any provisions of this Agreement will be valid unless in writing and signed by both Parties.

Severability

If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and its application shall not be affected thereby and shall continue in full force and effect as valid, legal, and enforceable to the fullest extent permitted by law. In such event, the Parties hereby agree to negotiate in good faith to replace such invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the extent possible, the original intentions and economic objectives of the Parties as reflected in the original provision.

IN WITNESS WHEREOF, the Parties have executed this Membership Agreement as of the date last written below.

SERVICE PROVIDER:

ALDIWANI MEDICAL GROUP

By: _____

Name: _____

Title: _____

Date: _____

MEMBER:

By: _____

Name: _____

Date: _____

Address:_____

_____

Phone: _____

Email: _____