



Employer Primary Care Membership Agreement

Ember Modern Medicine, LLC ("Ember"), 1068 North Church Street, Suite 101, Greenville, SC 29601, and the Employer identified below agree to the membership terms on all four pages. This Agreement takes effect on the date of the last signature. Individual membership start dates are confirmed separately.

THIS AGREEMENT IS NOT HEALTH INSURANCE. It covers primary care membership services only and does not replace hospital, emergency, specialty, or other health insurance coverage.

Employer information

Legal name: _____

Address: _____

Telephone: _____

Administrator email: _____

Dependent sponsorship: ☐ Employees only ☐ Employees and eligible dependents

Employer determines which dependents it sponsors and communicates eligibility through the agreed administrative process. Ember sees children of all ages.

Monthly membership rates

Member age	Monthly fee per member
0–17	\$ <u>34</u>
18–59	\$ <u>109</u>
60 and older	\$ <u>129</u>

Minimum enrollment: 3 employees. At 10 or more enrolled employees, all sponsored members, including dependents, receive \$5 off per month. Dependents do not count toward either employee threshold. No setup fee applies.

Signatures

By signing, each representative confirms authority to bind the named party to this entire Agreement, including the terms on pages 2–4.

EMBER MODERN MEDICINE, LLC

Signature: _____ Date: _____

Brian Blank, MD, Owner | admin@embermodernmedicine.com

EMPLOYER

Signature: _____ Date: _____

Printed name and title: _____

1 Enrollment and administration

Employer purchases memberships for eligible employees and approved dependents (“Members”). Enrollment requires accurate eligibility information, Ember’s acceptance, completion of separate patient agreements and consents, and confirmation of the membership start date. Employer cannot consent to medical care for a Member. Acceptance is subject to lawful clinical, licensing, and capacity limitations.

Hint Health is Ember’s default and preferred administrative platform. The parties may agree to use another portal or secure administrative process. Employer may designate administrators or a third-party administrator to manage eligibility, enrollment, removals, and billing. Their authorized actions bind Employer, which remains responsible for fees and the accuracy of its enrollment information. Employer must promptly update eligibility and revoke access for administrators who are no longer authorized.

The parties will confirm enrollment procedures and start dates in writing, including through the agreed portal. A portal setting, administrator policy, or third-party contract does not by itself change this Agreement. Operational arrangements may be confirmed by email; changes to financial terms require both parties’ written agreement except as provided in Section 8.

2 Billing and payment

Invoices are issued on the first day of each month for the membership month beginning that day. Employer pays the full monthly rate for each sponsored Member regardless of visit frequency. Age and the employee count used for the volume discount are determined as of the first day of that month. Any employee contribution is collected separately by Employer and does not reduce Employer’s obligation to Ember.

Payment must be made by ACH. The default payment schedule is automatic payment on the eighth day of the month; the parties may agree in writing to another ACH schedule for an employer or administrator arrangement. If the scheduled date is not a banking business day, processing occurs on the next banking business day. Supplemental invoices issued after the regular payment date are due by ACH within 15 calendar days of issuance unless another schedule is agreed in writing.

Regular memberships begin on the first day of a month. If Employer authorizes an earlier start and Ember accepts it, membership begins on the confirmed early-start date. The next invoice includes a prorated charge equal to the monthly rate applicable to that early-start period multiplied by the active calendar days in that period and divided by the total calendar days in that month. The charge covers membership access during the early-start period, not an individual visit.

Except as provided in Section 6, membership fees are not prorated or refunded when a Member leaves or sponsorship ends during a month. Employer remains responsible for that full month, and sponsorship ordinarily continues through month-end. Removal notices received before the next month begins prevent renewal for that month. Removal is not retroactive unless Ember agrees to correct a documented error. A Member may stop receiving care at any time without creating a prorated refund.

Employer must maintain a valid ACH arrangement and promptly resolve failed payments. Payment through an administrator does not release Employer from liability. Membership payment does not depend on submission or adjudication of insurance claims, diagnostic codes, or prior authorization.

Employer should report invoice discrepancies within 30 days and pay undisputed amounts when due. Confirmed errors will be corrected by credit or refund within 30 days of resolution. This reporting period does not waive documented duplicate charges, fraud, or rights that cannot legally be waived.

3 Primary care services

Ember will provide primary care within its clinical capabilities through appropriately licensed personnel, consistent with applicable law and professional standards. Services generally include preventive care, evaluation and management of acute and chronic conditions, medication management, and care coordination. Virtual care may be used when clinically appropriate and legally permitted.

Visit timing, frequency, format, and scope are guided by clinical need, professional judgment, and appointment availability. Ember may apply reasonable scheduling and communication limits when requests are excessive or inappropriate, while meeting applicable standards of care and continuity obligations. Membership does not guarantee a particular clinician, immediate appointments, continuous availability, or any clinical outcome.

Ember retains control of its clinical operations, staffing, and treatment decisions. Employer may not direct treatment or restrict discussion of care options. Members remain free to seek care elsewhere. Ember will maintain appropriate professional liability insurance and required licenses and provide evidence on reasonable request. Ember will notify Employer of material changes affecting its ability to provide the contracted services.

4 Additional services and charges

The monthly fee pays for the included primary care services. Laboratory and diagnostic testing, procedures, supplies, medications, and other separately priced items may involve additional charges disclosed before the service or purchase. No additional charge applies to a service included in the membership fee. Hospital, emergency, specialist, outside imaging, and other unaffiliated services are outside this Agreement.

Additional charges ordinarily are paid directly by the Member after advance disclosure and agreement. Employer is responsible only for charges it separately authorizes in writing, including the service and payment terms. Outside providers set their own charges. Occupational examinations, workplace testing, and employer-specific reporting require a separate agreement.

Vaccines may be supplied at no cost through state programs for qualifying patients, subject to program eligibility and availability. Other vaccines are billed through VaxCare to the patient's insurance or paid for by the patient in cash. Vaccine charges are not directed to Employer without its prior written authorization.

Ember will not collect from a Member membership fees owed by Employer, even if Employer fails to pay. A Member may choose a separate self-pay membership prospectively; unpaid employer balances cannot be transferred to that Member.

5 Patient agreements and privacy

Individual patient agreements and consents are handled separately. Ember will ensure its sponsored-patient documents are consistent with this Agreement regarding employer payment, membership timing, and confidentiality. Employer's signature does not replace patient consent or authorize release of clinical information.

Ember maintains medical records in accordance with applicable law. Employer sponsorship does not give Employer access to diagnoses, medications, test results, visit details, or medical records. Routine reporting is limited to information lawfully needed for enrollment and billing. Clinical disclosures require a separate lawful basis and patient authorization where required. Optional authorization is not a condition of membership or care. Both parties must safeguard information shared for administration.

Ember will provide Members current contact, office-hour, and after-hours instructions. Electronic messaging is not an emergency service; Members should call 911 or seek emergency care when appropriate.

6 Term and ending sponsorship

This Agreement continues month to month. Either party may terminate without a fee on 30 calendar days' written notice, effective at month-end. Individual removals follow Section 2; this notice period does not require payment for members removed before a new month begins.

If enrollment falls below three employees, Employer has 30 calendar days after written notice to restore the minimum. Otherwise, Ember may end the arrangement at the end of the month in which the cure period expires or a later stated date. No charge for unfilled memberships applies.

For another material breach, including unpaid undisputed fees, the nonbreaching party may give written notice and 15 calendar days to cure before terminating. Ember may pause new enrollment while undisputed payments are overdue. Ending individual care remains subject to applicable notice and continuity duties.

The parties will notify affected Members of sponsorship ending and continued-care options. Self-pay enrollment requires separate consent. Patient-care duties continue; payment and confidentiality obligations survive. Departures and employer-initiated removals receive no partial-month refund. Ember will refund fees for subsequent months and amounts required by law. If Ember ends access midmonth for reasons not attributable to Employer or the Member, it will refund the unused portion.

7 Government programs and benefit responsibilities

Members must disclose Medicare or Medicaid coverage before activation and any later changes. Ember will verify eligibility, clinician status, and private-payment requirements. Medicare services requiring private contracting require an appropriately opted-out clinician and a separate compliant patient contract; this Agreement is not that contract.

Employer is responsible for benefit design, eligibility, communications, and applicable benefit-plan, continuation, reporting, and tax obligations. Ember is not Employer's plan administrator and does not guarantee insurance compliance or HSA, FSA, HRA, or other tax eligibility.

8 Changes and general terms

Ember may change membership rates or the included service package on at least 60 calendar days' written notice. Employer may terminate under Section 6 before the change takes effect. Other amendments require both parties' written agreement. If a legal change prevents performance, the parties will seek a compliant amendment or end the affected arrangement as necessary to comply with law and patient-care duties.

Formal notices go to the addresses on page 1, including admin@embermodernmedicine.com for Ember and Employer's administrator email. Email notice is effective the next business day after transmission unless the sender receives a delivery-failure notice; personal delivery or tracked mail is effective on delivery. Each party must keep its notice information current.

The parties will first attempt in good faith to resolve disputes for 30 days after written notice, except when urgent relief is needed. South Carolina law governs, subject to federal law, and litigation may be brought in a court of competent jurisdiction in Greenville County. Each party remains responsible for its own acts and omissions.

The parties are independent contractors. Assignment requires the other party's written consent. Ordinary benefit communications and disclosures to advisers or administrators are permitted; public endorsements and promotional use of the other party's logo require written permission. This Agreement is the entire employer arrangement. Invalid provisions are severable, failure to enforce a term is not a waiver, and electronic signatures and counterparts are effective.