



MEMBERSHIP PLAN

2021

EZIA ATHLETIC CLUB MEMBERSHIP PLAN

Membership in the club. This Membership Plan describes the membership opportunities offered by Ezia Athletic Club (“The Club”). The Club will provide members and their guests with the use of recreational and social facilities located on Nantucket Island, Massachusetts.

Individuals desiring to acquire memberships in the Club should read this Membership Plan carefully.

Rely only on the information in this Membership Plan and referenced documents. Any representation regarding the club or memberships in the Club not contained in this membership Plan or in the other documents referenced herein (collectively the “Membership Documents”) should not be relied upon.

Offering of memberships. Memberships will be offered only to approved applicants with a sponsor. A person interested in membership will submit a fully completed and signed Membership Application and the required Membership Joining Fee. A personal interview may also be required.

Inquiries regarding membership may be made to the club. All inquiries regarding memberships in the Club may be made by contacting the Club by phone at 508-901-9251 or by email at info@EziaNantucket.com

TABLE OF CONTENTS

EZIA Athletic Club Membership Plan.....	2
General Description of Membership Plan.....	4
Club Facilities.....	4
Rules, Regulations and Liability Waiver.....	5
Memberships.....	7
Memberships Generally.....	8
Membership Privileges.....	9
Membership Joining Fee.....	11
Resignation and Transfer of Membership.....	12
Dues and charges.....	14
Use of Club Facilities.....	15
Board of Governors.....	15
Acknowledgment of Membership Rights.....	16
Disposition of Club Facilities and Program Changes.....	16
Discipline.....	17
Patient Privacy Practices.....	18
Agreement is Final.....	19

GENERAL DESCRIPTION OF MEMBERSHIP PLAN

Welcome. Our pledge to you is to operate our business according to the following Rules and Regulations. These are the expectations that govern our staff and our business and represent our commitment to you, the member, by submitting a signed application you agree to abide by the terms set forth below.

Ownership and Operation. Callen Miller Inc. is a privately owned Massachusetts limited liability holding company (“The Owner”) that owns the club’s real estate. EZIA Athletic Club Inc. is a Massachusetts company (“The Operator”) who will be managing the operation of the new club and implementation of the membership program described in this membership plan. The club facilities and land will be developed, and maintained by the club management for the owners. The privileges of membership are described in this Membership Plan, as amended from time to time.

Club Facilities. The new Athletic Club plans to feature first class amenities in the 2,500 square foot building that will include strength training room, cardio room, stretching room and 4 treatment rooms overlooking the Nantucket Harbor, 500 square foot outdoor speed turf, new bathrooms, showers, steam room and relaxation lounge, with outdoor aquatic treatment area with hot tub, cold plunge, and infrared sauna, plus towel and laundry service, valet parking, and front desk concierge.

EZIA Athletic Club membership delivers game-changing personal training, nutrition and recovery. Our coordinated experts are on your team when you join us to relax, rehab an old injury, lose weight and boost your sports performance. Every membership includes a comprehensive annual sports evaluation and fitness assessment, with goal setting and program/progress tracking online. And as a member, we will deliver services to you at our private club, or in the comfort of your own home.

Construction of the above-described Club Facilities will commence during the fall of 2021, and is expected to be completed by summer of 2022, subject to weather conditions and other matters beyond the control of the Club. It is anticipated that the Club Facilities will be completed within nine (9) months from the commencement of construction. The opening of the Club could be delayed due to weather and other unanticipated circumstances.

The facilities described above are referred to in the Membership Documents as the “Club Facilities.” The Club may provide additional Club Facilities in its sole discretion.

Availability of Club Facilities. The Club Facilities will be open 24-hours a day, 7-days a week, 365-days a year - for use by Members. Our peak season is considered May 15th-October 15th. The shoulder season is considered November 1st - April 30th. The club will be fully staffed and available for appointments from 6am - 7pm M-F and 7am-4pm Saturday and Sunday in the peak season, and on a scaled down basis in the shoulder season.

RULES, REGULATIONS AND LIABILITY WAIVER

Rules and Regulations. Member agrees to keep and obey all Rules and Regulations now or in the future prescribed by EZIA Athletic Club or its associated sports centers, for the use of the facilities, exercise and sports coaching, spa services and massage, and the equipment, therein including rules with respect to lockers, uniforms, personal hygiene, guests and safety. The general Rules and Regulations are as follows:

Arrival. All members and guests are required to check-in at the main reception desk upon each daily arrival. Fully updated paperwork and billing information is required in order to access the facility. It is paramount for safety and accountability that all guests are checked in for each visit as well. Please refrain from being on EZIA Athletic Club grounds without first being on record.

Dress Code. There is no formal dress code required, however shoes, shorts, shirts and appropriate exercise apparel must be worn at all times depending on the activity. Bath robes and Swimwear in the hot tubs, sneakers and exercise apparel in the gym, cocktail attire for private events etc.

Vehicle Reservations. Each member is allowed to reserve a total of 4 hours per week in advance (3 hours during the week and 1 hour on weekends and holidays). Members may reserve additional time if the vehicles are not being used, and can extend their use time if the vehicles are available after their scheduled time concludes. An additional membership is required to double vehicle reservation hours.

Service Reservation. Reservations for personal training, physical therapy, massage, spa treatments, nutrition consultation, food preparation etc. are all scheduled and managed online or through the

front desk concierge, subject to availability and available by advanced appointment only – unless availability allows for last minute appointments.

Equipment is available subject to demand and may be unavailable at peak hours, or may be discontinued or times changed if demand fluctuates.

In-Home Service Reservation. In-home service including personal training, massage and private chefs are available by appointment based on availability, for an additional travel charge, depending on the location.

Service Cancellation Policy. All sales are final, there are no refunds. EZIA reserves the right to charge in full for any and all changes, cancellations or failure to appear at any scheduled appointment. There are no cancellations allowed during the peak summer months (June-September). However a 48-hour cancellation notice is required for any reservations made that can not be attended.

When you schedule an appointment at the club in the future, you are purchasing the time requested and reserved. You are responsible for confirming the scheduled appointments that you request from the business and it's staff (via email). We do not respond to last-minute-scheduling-emergencies.

If you or your family members late-cancel more than two confirmed appointments within a season you will receive a written warning. After the third late cancel you will lose the membership privilege of reserving appointments in advance. Future appointments will be removed from the schedule and you will need book and buy times on a week-to-week basis only, based on availability, for the next calendar year.

Age Restriction. 14 and older unless accompanied by an adult member or specifically supervised by a staff member for the duration of their visit (i.e enrolled in a program).

Child Care. The club concierge provides referrals to babysitters, nanny day care agencies, and childcare service providers for off-site childcare - available by appointment. We however prefer for children to be engaged in programs with us at the club such as personal training, sports camp or just relaxing together with the family.

Lockers. There are day use lockers available with towel and laundry service, on a first come first serve basis. Anything left at the end of the day will be held in lost and found for five (5) business days and then discarded by the housekeeping staff.

Towel Usage. All members must use a sweat towel when using the equipment. Towels may not be removed from the club premises, or there will be a \$10 charge to your account per towel. There is a \$100 seasonal towel charge per member.

Use of Equipment. Return all equipment/accessories and weights to their designated and marked areas after each use. Failure to do so will result in a written warning. Please sanitize equipment with wipes provided after every use.

Damaging Property. Any Member who damages property of EZIA Athletic Club will be automatically charged on their account for the replacement or repair of the damaged property.

Cell Phones. Conversations are not allowed in the treatment rooms and fitness center, locker rooms or relaxation lounge. Failure to respect the Club policy may result in a \$100 fine and/or may be grounds for termination of membership privileges. Cell phones may be used in the office, outdoors, or in parked cars.

Smoking. Is not permitted anywhere on club grounds

Pets. There are no pets allowed at EZIA Athletic Club at any time. Pets are not to be left unattended in parked cars under any circumstances for any length of time. There is a private dog wash available on the property that may be used by Members for an additional fee.

Theft. No Member or guest shall take or borrow any article belonging to the Club. Members are liable for property damaged or destroyed by themselves, their family, or their guests. The Club is not responsible for the loss or damage of property of Members or their guests.

Testimonials. By signing this agreement you are granting EZIA Athletic Club the right to use your pictures (still or moving), voice recordings, statements and comments, in part or in whole, in any media, to promote the facility, products or services.

Waivers and Release. (Including negligence): You (the member) agree that you are aware you are engaging in sports and physical exercise and

the use of exercise equipment, facilities, training and instruction, which could cause injury to you. You are voluntarily participating in these activities and assume all risks of injury to you that might result. • *Member warrants, represent and agree that he/she is in good physical condition and that he/she has no disability impairment or ailment preventing he/she from engaging in active or passive exercise or that will be detrimental or inimical to their own health, safety, comfort, or physical condition or that of others if he/she does so engage or participate. Member represents that he/she will not use the facility with any open cuts, abrasions, infections, maladies with the potential of harm to others, or otherwise in accordance with public health requirements. The management of EZIA Athletic Club has the final determination in this regard.*It is advisable to consult your physician before undertaking a physical exercise program.*

MEMBERSHIPS

A. Memberships Generally

Eligibility for membership. Memberships will be available to individuals approved for membership, who submit a non-refundable Membership Joining Fee to the Club and pay any then required dues and fees. Each prospective member will submit a Membership Application, which must be reviewed by the Club. A Member sponsor and a personal interview are also required. The Club will make the final determination whether to offer membership to an applicant. The number of memberships will be limited, so membership is subject to availability.

Membership Criteria will include, but will not be limited to, character, general reputation, personal characteristics, involvement in Nantucket community activities, business reputation and financial condition. The Club may turn down an individual for any reason permitted by law. The Club shall not discriminate on the basis of race, religion, gender, sexual orientation, national origin, disability, age or marital status in the approval of applicants.

If the Club determines to offer membership to an individual, the Club will notify the individual in writing of the acceptance. If the individual is rejected, the Club will so notify the individual as well. The Club need not state the reason for the rejection, nor is the Club required to make a determination on any particular individual.

Members who are accepted to the club are responsible for successfully sponsoring one (1) additional new prospective member who joins (the club) within two years, or the Member is committed to purchasing the

second membership until such a time as they have found a New Member to sponsor successfully.

Members agree to be bound by the terms and conditions of the Membership Plan. If approved for membership, the member, by submitting a signed Membership Application, agrees to be bound by the terms and conditions of the Membership Plan, as it may be modified from time to time.

B. Membership Privileges

Categories of membership. The club will initially offer four categories of membership: Platinum, Gold, Silver and Bronze (Collectively the “Full Memberships”). Platinum Memberships were issued in 2021. Gold and Silver and Bronze Memberships will be issued in accordance with this Membership Plan. Only Platinum Members will have full use privileges for the Member and his or her family and guests as described below.

A Membership is for an individual. Memberships may only be owned individually. Memberships in other forms of ownership may be offered in the future at the club’s discretion, for example corporate memberships and real estate attached memberships.

Membership Limit. The total number of membership capacity is 100 Platinum Members, based on the facility size and our desire to provide privacy and quality service.

Platinum Member. The Club offered 100 Platinum Memberships in 2021. Platinum Members have lifetime rights for up to 4 people total, including the right to use the Club Facilities 24/7/365, and schedule service appointments with the staff.

Platinum Members enjoy benefits not available to Guest Members, such as preferred pricing, priority scheduling and booking service-appointments in advance, having services delivered to your residence, inviting guests to use the club, name recognition on clubhouse plaque, annual Member event, and other special events, reserving the Club’s vehicles, 24 hour appointment cancelation policy, and generally calling on us anytime, for anything.

Gold Memberships. A temporary guest Member; the Club is limited to 40 new Gold Memberships per year. Gold Members will have full use privileges to the Club Facilities, subject to the priority rights of the Platinum Members. Limited to once in a lifetime purchase. Hours of

availability are limited to off peak times,. Gold Memberships shall not count toward the maximum membership limit. Scheduling appointments week to week, 48 hour cancelation policy.

Silver Memberships. A non-member guest; The Club may issue a limited number of Silver Memberships. The Club will determine the terms and conditions of Silver Membership from time to time at its discretion. Silver Memberships are not assignable or transferable. The club may, at any time, terminate a Silver Membership and may or may not issue a replacement. Limited to two weeks per year, off peak hours, scheduling week to week and no cancellations allowed.

Bronze Memberships. A individual local membership during the shoulder months. Part of our community outreach, limited availability subject to use patterns by Platinum, Gold and Silver Members.

Other Memberships. The Club reserves the right to issue annual, seasonal, and other types of memberships from time to time. Such memberships, if issued, will be entitled to such privileges and subject to the payment of such dues, membership fees and other fees and charges, and such other terms and conditions as may be established by the Club from time to time.

Sponsorship. Platinum Members are required to actively participate in the sponsorship of new Platinum Membership applicants. Platinum Members are rquired to sponsor new applicants until one becomes a Member within the first two years of Membership (or waitlist if at membership capacity). Or purchase the Membership on behlaf of a sponsor until such time that it has been sold to a new approved Member successfully.

Use privileges for Family members. A membership provides use privileges to the following “Family members”: (i) the spouse of a married member; (ii) an unmarried member’s “Domestic Partner”; and (iii) the member’s children under 35 years of age who do not own a home on Nantucket island. Grandchildren are not included in the membership but may be added for an annual fee with no increase to the membership deposit (initiation fee), or subsituted for a child by request. Family Members will not pay guest fees.

A “Domestic Partner” is an individual who permanently resides with an unmarried member and who has been designated by the member as such in an agreement with the Club. Such a designation may be permitted annually, in the Club’s discretion, upon application, approval

and payment of any applicable fees. A Domestic Partner may be changed only once during any calendar year. The Club may terminate the privileges of any or all Domestic Partners in its discretion.

A member's adult children and grandchildren who are 35 years of age or older and do not own a home on Nantucket Island will have a maximum of two (2) weeks per membership year of use privileges at the Club. A Member's children and grandchildren who own a home on Nantucket Island must apply for membership and become Members, subject to all applicable fees. All other family members will be charged guest fees.

All other individuals will be treated as guests, subject to the same rules, regulations and fees as other guests.

Guest use of the Club Facilities will be restricted. Members in good standing are entitled to have guests use the Club Facilities subject to the availability of the Club Facilities and in accordance with the Club's Rules and Regulations and upon payment of applicable guest fees and charges as may be charged from time to time.

Subject to availability, the Club may allow unaccompanied guests use of the Club Facilities. Accompanied or unaccompanied guests will have a maximum of seven (7) days during the summer months or a maximum of one (1) week per membership year upon requesting "guest privileges" from the Club and if approved, paying the required guest fees. The Club will determine if it will grant guest use privileges for unaccompanied guests based on the availability of the Club Facilities and members' use patterns.

Guests must be registered by the sponsoring member with the Club. All guests must sign a liability waiver. The Club reserves the right to require identification by each guest. The sponsoring member is responsible for all charges incurred by guests and for the deportment of, and any damages caused by, guests. Guests are not permitted to have guests.

Guest privileges may be denied, withdrawn or revoked at any time for any reason considered sufficient by the Club in its sole and absolute discretion. Guest passes included in the annual membership dues do not accrue or roll over each year if unused.

C. Membership Joining Fee

A Membership Joining Fee is required to acquire a membership. A person offered a membership must pay a Membership Joining Fee and, the Club Facilities, dues. The amount of the Membership Joining Fee and the terms for payment will be set forth in the individual's membership Application. The Membership Joining Fee and dues will be determined from time to time in the sole discretion of the Club. Membership Joining Fee's and other amounts paid to the Club are the property of the Club and, once paid, may be used for any purpose determined appropriate by the Club.

Tax consequences of acquiring a membership. The Club makes no representations and expresses no opinion regarding the federal or state income tax consequences of acquiring a Membership.

All Members acquire their Memberships subject to all applicable tax laws, as they may exist from time to time. Members should consult with their own tax advisers with respect to the tax consequences of paying the Membership Deposit in accordance with this Membership Plan.

D. Resignation and Transfer of Memberships

Resignation of Membership. A Member who desires to resign his or her membership must give the Club 60-days written notice that the membership is resigned. Resigned memberships will be placed on a waiting list in which written notice of an effective resignation is received at the club. Members wishing to resign will be responsible for full dues and will continue to have use privileges until the end of the membership year of resignation.

No resignation will be effective until the total Membership Deposit is paid in full and all unpaid fees, Club accounts, and dues or other amounts owed to the Club are paid in full. Until all such amounts are paid in full, the membership will not be deemed resigned or assigned a position on the waiting list for resignation and will not be eligible for any type of transfer or refund. Resale, transfers and refunds will be made only in accordance with the procedures set forth in this Membership Plan. Any other attempted resale or transfer shall be of no effect. In the event of a resignation or transfer of a membership pursuant to this Membership Plan, the receipt by a Member of the Club's official resignation confirmation email, shall constitute and be a full and unconditional release of any and all liability the Club may have to the Member and his or her Family Members.

Transfer of membership to Spouse, Domestic Companion or Adult. A Member may transfer the membership to his or her spouse, designated Domestic Companion or adult child. Such transfer may be made either during the Member's lifetime or upon his or her death. An adult child must be age 35 or older for a transfer made during the Member's lifetime or age 21 or older for a transfer made upon the Member's death. The proposed transferee must apply and be approved for membership. No additional Membership Deposit will be required, but the Club reserves a right to charge a transfer fee to process the transfer. The transferee will thereafter inherit all the privileges of membership and will be responsible for all membership obligations. Upon the transfer of the membership, all rights and obligations of the membership shall be transferred to the spouse, Domestic Companion or adult child, including, but not limited to, the right to resign the membership.

In the event a membership is transferred to a spouse, Domestic Companion or adult child due to the death of a Member, No transfer fee will be charged.

Such right to transfer may be exercised only by the original Member, only once per membership and only while the membership is in good standing. A membership which has been transferred to a spouse, Domestic Companion or adult child will be deemed resigned upon the resignation or death of such transferee.

Separation and divorce. In the event of separation, only the Member designated on the Membership Application will have the privileges of membership. In the case of divorce of a married Member, the membership shall belong to the spouse designated on the Membership Application as the Member unless otherwise provided by agreement between the parties or by court order. If the membership is awarded to the non-member spouse is not approved for membership. The membership will be deemed resigned.

Termination of Domestic Companion. A Member may terminate the privileges of a Domestic Companion by notifying the Club in writing.

The Club will not become involved in disputes. The club will not become involved in disputes regarding any membership in the Club. In the case of such disputes, the Club may (but will not be required to) at any time, at its discretion, suspend all of the privileges associated with the membership in question until the dispute is resolved and the Club receives evidence, satisfactory to it, of the resolution of the dispute. During the dispute, all dues and charges must continue to be paid.

Failure to pay all dues and charges may result in forfeiture of the membership. The Club may require any evidence it deems necessary to determine eligibility for use privileges and may terminate the use privileges of any person in order to prevent abuses of the intent of this Membership Plan.

Pledge of membership not allowed. A member may not assign, pledge or use his or her membership as collateral for a loan or any obligation.

E. Dues and Charges

The membership year of the Club is January 1 to December 31.

Dues, fees and charges are set prior to each membership year. Each year the Club will determine, the amount of dues for each category of membership, fees and other charges to be paid by members. The dues will be determined with input from the board of governors and the members.

Payment of dues. The schedule for the payment of dues will be determined by the Club from time to time. Dues are currently due and payable annually, in advance on May 1st. Dues will be prorated based upon the number of days remaining in the year at the time the member joins. Use charges and other service fees will be billed monthly. A resigned Member must continue to pay all dues and other amounts required of members through the end of the membership year in which the club received notice of the member's resignation. There will be no refund of prepaid dues. Inactive status is not permitted, except in hardship cases approved by the Club. For a detailed schedule of fees see the club's membership and service menu.

Annual service charge minimum. There is a minimum annual service charge of \$1,500 (10 hrs) on May 1st. Services must be used during the calendar year and unused services do not accrue or roll over into the next year. Services may be shared with family members and guests. Services may be used at the Club Facilities or delivered to your residence with additional travel charges.

Assessments. The board of governors may from time to time elect to repair the club facilities or purchase an asset on behalf of the club for the members recreational benefit, such as a water craft or new vehicle. The club will assess a nominal fee to the members who will be bound by this agreement to share in their pro ratta cost of such acquisitions, not

to exceed \$500 per year per member. This charge will be on October 15th.

Delinquencies. Members' accounts are payable upon billing. Those Members whose accounts are not paid within 30 days of billing shall be considered delinquent. Late charges may be imposed. Each Member shall provide the Club with the number of an ACH checking account and major credit card issued to the Member and authorization for the Club to charge any delinquent accounts to that account and/or credit card.

The Club may also suspend and/or terminate the membership of any Member whose account is delinquent for 60 days or if the Club's attempt to charge the delinquent amount to the Member's account/credit card is rejected. Termination will occur 60 days from the Club's mailing of notice of the Club's intention to terminate. Upon termination, the Club may take action to collect outstanding amounts. The Member shall be responsible for all collection and associated legal costs.

USE OF CLUB FACILITIES

Owner and Ezia Athletic Club Inc. will have the right to use the Club Facilities. Owner, and Ezia Nantucket Inc. and their agents have the right to use the Club Facilities to entertain prospective membership purchasers, whether or not accompanied by a representative.

Private Parties. Members May schedule private parties at the Club. The sponsoring Member will obtain approval from, and make reservations with, the Club prior to any party. The Member of the Club sponsoring the private party will be responsible for all costs of the party and any damage caused. Members will obtain approval from, and make reservations with, the Club prior to any party. With a sponsoring Member in attendance, guests may also host private events, but the events shall not inconvenience the Members. Contact the front desk for more information and availability.

BOARD OF GOVERNORS

The Club will establish a Board of Governors to represent the interests of the Members. The Board of Governors will be composed of five (5) Members elected by the Platinum members. The Board of Governors shall seek input from members' interests and shall serve in an advisory

capacity. The Board of Governors will not become involved in the management or operation of the Club.

CLUB OPERATIONS

Management of the Club Facilities. EZIA Athletic Club Inc. and its agents will be solely responsible for the management and operation of the Club Facilities and will be advised by the Board of Governors on various Matters from time to time.

ACKNOWLEDGEMENT OF MEMBERSHIP RIGHTS

Acknowledge of Membership Rights. Membership in the Club grants to the Member a revocable license to use the Club Facilities, but does not give a Member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club is not an investment in the Club and does not provide the Member with equity or ownership interest or any other property interest in the Club or the Club Facilities. Members of the Club will not be entitled to vote on Club matters other than voicing opinions to the elected Board of Governors.

The Club may modify the Membership Documents. The Club reserves the right, from time to time, to modify use privileges and to establish rules governing the Club Facilities. All use privileges will be subject to the Club Rules and Regulations and other Membership Documents, all of which may be changed from time to time by the Club.

Memberships are offered for recreational, not investment purposes. Memberships are offered exclusively to permit a person acquiring a membership to obtain recreational and social use of the Club Facilities. Membership should not be viewed or acquired as an investment and no person acquiring a membership should expect to derive any economic benefits or profits from the membership. This membership Plan has not been reviewed or endorsed by any federal or state governmental authority.

DISPOSITION OF CLUB FACILITIES AND PROGRAM CHANGES

Owner and EZIA Athletic Club Inc. retain the right to modify the Club Facilities or to sell or otherwise dispose of the Club Facilities. Owner and Ezia Nantucket Inc. retain the right to modify the Club Facilities

and to sell or otherwise dispose of the Club Facilities, subject to the terms of the Membership Document. Owner and Ezia Nantucket Inc. retain the right to make changes to the Membership Documents. However, after 5 years the collective membership is granted the first right of refusal on any potential sale.

DISCIPLINE

Improper Conduct. Any Member whose conduct shall be deemed by the Club, in its sole judgment, to be improper or likely to endanger the safety, harmony or good reputation of the Club or of its members, may be reprimanded, fined, restricted from using certain Club Facilities, suspended or expelled from the Club. The Club has implemented a zero tolerance policy for inappropriate sexual advances, verbal or physical abuse of Members, staff or guests and any threatening behavior or statements. Other examples of improper conduct include, but are not limited to, the following: (i) submission of false information on a Membership Application, (ii) use of a membership card by any person other than the member, (iii) delinquency in the payment of any portion of the Membership Deposit, dues, fees, service charges or other amounts due to the Club, (iv) exhibition of unsatisfactory deportment or appearance, and (v) failure to abide by any other terms or conditions on the Membership Documents, as amended from time to time. The Club reserves the right to discipline a member, and a Member's Family Members, or guests, in accordance herewith, for any other cause deemed sufficient by the Club.

In addition to their own conduct, Members are responsible for the conduct of the Family Members, and guests. The Club may reprimand, fine, restrict, suspend or expel a Member, if the Club determines that the conduct of such member's Family Member, or guest is improper. The club may also restrict, suspend or terminate some of all of the use privileges of such Family Member, or guest.

Notification of proposed action. Any Member against whom disciplinary action is being considered will be notified either verbally or in writing of any proposed action and will be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If the Member desires to be heard, the member must provide a written request for a hearing to the Club within fifteen (15) days of the date of the Club's notice to the Member of the proposed action. Upon the Club's receipt of the written request for hearing, the Club will set a time and date not less than ten (10) days thereafter for

such hearing. While the Club is considering the complaint, the Member must continue paying dues, fees and any other charges due to the Club and will continue to enjoy use privileges of the Club Facilities. However, Members accused of conduct for which a zero tolerance policy is in effect may have their privileges immediately suspended. There is no requirement that a Member receive a warning prior to disciplinary action. Family Members and guest privileges may be terminated without prior notice or hearing.

Dues, fees and charges will accrue and must be paid in full prior to reinstatement. During any restriction or suspension, all dues, fees, and charges will continue to accrue and must be paid in full prior to disciplined Member being reinstated as a Member in good standing.

Expulsion from the Club. Upon the expulsion of a member, the Member will forfeit the membership and will not be entitled to any refund of his or her Membership Deposit unless the Club determines, in its sole discretion, that refund of some portion of the Membership Deposit is appropriate.

PATIENT PRIVACY POLICY

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED OR DISCLOSED AND HOW YOU CAN GET ACCESS TO INFORMATION. PLEASE REVIEW IT CAREFULLY.

EZIA Athletic Club legal duty. EZIA Athletic Club is required by law to protect the privacy of your personal health information, provide this notice about our information practices and follow the information practices that are described herein.

Uses and disclosures of patient information. EZIA Athletic Club uses your personal health information primarily for treatment; obtaining payment for treatment; conducting internal administrative activities and evaluating the quality of care that we provide. For example, we may use your personal health information to contact you to provide appointment reminders, or information about treatment alternatives or other health related benefits that could be of interest to you.

EZIA Athletic Club may also use or disclose your personal health information without prior authorization for emergencies, research studies, auditing purposes, and public health/statistical purposes. We also provide information when required by law, specifically, if required by a subpoena or court order issued in a court case or litigation. In any

other situation, our policy is to obtain your written authorization before disclosing your personal health information. If you provide us with a written authorization to release your information for any reason, you may later revoke that authorization to stop future disclosures at any time.

EZIA Athletic Club may change its policy at any time. When changes are made, a new Notice of Information Practices will be posted in the waiting room and patient exam areas and will be provided to you on your next visit. You may also request an updated copy of our Notice of Information Practices at any time.

Patient's individual rights. You have the right to review or obtain a copy of your personal health information at any time. You have the right to request that we correct any inaccurate or incomplete information in your records. You also have the right to request a list of instances where we have disclosed your personal health information for reasons other than treatment, payment or other related administrative purposes. You may also request in writing that we not use or disclose your personal health information for treatment, payment and administrative purposes except when specifically authorized by you, when required by law or in emergency circumstances.

AGREEMENT IS FINAL

Entirety of this agreement. This Membership Agreement constitutes the entire initial agreement between the parties. It is the intention of EZIA Athletic Club to supplement this Agreement and the corresponding club Rules and Regulations with further details concerning club membership and the specifics incident to membership, which shall be presented to the members in writing.

Concerns and complaints. If you are concerned that we may have violated your privacy rights or if you disagree with any decisions we have made regarding access or disclosure of your personal health information, please contact our Business Manager at the address listed below. You may also send a written complaint to the US Department of Health and Human Services. For further information on our health information practices or if you have a complaint, please contact the Club Manager.

Entering written agreement. All applicants understand that submitting a written and completed application to the club is a commitment to join

the club in full within 14 days of being accepted. **Do not apply unless you are prepared to join upon acceptance.**