



Membership Agreement





Membership Agreement

This Membership Agreement ("Agreement") is entered into by and between Private Physicians Alliance ("PPA") and the undersigned Member ("Member"), effective as of the date of signing.

PREAMBLE: THE PRINCIPLES OF THE PRIVATE PHYSICIANS ALLIANCE

The following Principles define who PPA is, what it stands for, and the lens through which all membership, conduct, and strategic decisions are made. By signing this Agreement, the Member affirms alignment with these Principles.

1. Give to Get — Members contribute knowledge, experience, and referrals freely, trusting that the network reciprocates. This is the engine of PPA's value.
2. Physician Independence — PPA exists to support physicians who lead their own clinical decisions, free from investor-driven pressure on patient care.
3. Community & Camaraderie — The relationships built through PPA are as valuable as the clinical resources. Culture and trust are what make this community worth belonging to.
4. Patient First, Patient-Centered Care — PPA exists to advance the movement of personalized, preventive healthcare — bringing this model of care from a niche offering to a mainstream reality.
5. Knowledge, Transparency & Shared Values — PPA is the neutral conduit for honest, peer-driven information sharing. We do not put our heads in the sand. Members deserve unfiltered access to the real experiences of their peers.

1. Membership Benefits

As a Member of PPA, you will receive the benefits outlined in the Membership Benefits document provided by PPA, which is incorporated by reference into this Agreement. These benefits include, but are not limited to:

All Registered Members shall receive:

- Access to the PPA app, which includes:
 - Directory of all members
 - Access to our curated conversations, including Technology & Innovation, Patient Referrals, and Operations Leaders conversations.
 - Event websites for our live events.
- Complimentary Registration for the Annual Meeting
- Special pricing and offers from our Exclusive Member Offers program.
- Enhanced brand visibility: customize your practice's page on our app
- Additional benefits for all Practice Owners, including membership in regional Forums.

2. Membership Obligations

By signing this Agreement, the Member agrees to abide by the following obligations:

2.1 Attendance at the Annual Meeting

Members of the PPA are expected to attend the Annual Meeting, as this gathering is key to networking and building engagement our community.



2.2 Full Disclosure, your ownership structure and operational control

PPA Members are the Practice Owners//Primary Physicians, hired Physicians and Operations Leaders who are employed by a practice and work every day to deliver healthcare services to their patients. We do not allow investors, consultants or people who do not deliver healthcare to patients to become members in PPA or attend any of our events.

PPA grants membership to practices which have financial partners, so long as the Practice Owner/Primary Physician or group of Physicians retain operational control.

PPA may exclude members who don't have majority ownership in their practice from certain sub-groups and content at our events, both live and virtual.

If you sell a majority stake (51% or more) in your practice to a non-physician you must inform the PPA leadership team within 30 days of the change.

If you no longer have operational control of your practice, you must inform the PPA leadership team within 30 days of the change.

Members must confirm their full ownership structure and operational control status annually at the time of membership renewal. Failure to provide accurate disclosure may result in suspension or termination of membership.

2.3 No Solicitation & Disclosure

PPA is a peer community built on trust, collegial exchange, and the free sharing of knowledge. Members are welcome to discuss their work, their practices, and their partnerships in conversation with peers. What is not permitted is using PPA's platforms, member lists, or events as a channel for commercial solicitation.

No Solicitation. The following actions are expressly prohibited:

- Sending unsolicited bulk or group promotional emails, messages, or communications to PPA members using contact information obtained through PPA.
- Using PPA's app, platform, or member directory to extract contact information for the purposes of marketing or commercial outreach.
- Initiating repeated or persistent commercial outreach to a member who has not expressed interest.

Financial Disclosure. Members must disclose any financial relationship, referral fees, commissions, equity stakes, or other financial benefit they receive from companies, products, or partners they recommend, reference, or promote within PPA's community — whether at live events, on virtual calls, or through PPA's digital platforms. Disclosure should be made clearly and proactively at the time of any such reference or recommendation.

Reporting. If any member believes they have received a solicitation from another member in violation of this section, they are encouraged to report it directly to PPA leadership at elissa@ppa.health. PPA will review all reports and take appropriate action, which may include a Yellow Card warning or termination of membership, depending on the severity and pattern of conduct.

Sponsored Content. PPA is committed to transparency. Whenever content presented to members — in newsletters, virtual sessions, or live events — is sponsored by or developed in partnership with a commercial organization, PPA will clearly identify that content as sponsored.

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2.4 Professional Conduct

Members shall conduct themselves with professionalism and integrity in all interactions with other Members and within PPA activities.

Private Physicians Alliance requires that all physician members are or have been board-certified in their respective specialties. For physicians with 20+ years of experience, we do not require that they maintain board certification. All Private Physician Alliance members must operate in compliance with all laws and their local requirements.

Lastly, the content and information shared with you is strictly for use by your practice, and not to be shared with investors, consultants or other non-members.

Members are expected to engage with fellow members, PPA leadership, sponsors, and guests with honesty, respect, and good faith at all times – in person, virtually, and in written communications.

Members may not make false, misleading, or defamatory statements about other members, their practices, PPA, or PPA's partners or sponsors.

Members agree not to use their PPA membership or access to the PPA community to recruit other members' staff, patients, or partners without prior consent.

Any conduct that PPA leadership reasonably determines to be harmful to the reputation, culture, or cohesion of the PPA community – whether or not specifically enumerated in this Agreement – may result in a Yellow Card warning or termination of membership.

3. Protocol for Successful Referrals on the Private Physicians Alliance (PPA):

When a patient requests services or care while they are traveling, they must first contact their primary care physician to see whether a referral is required and recommended. If so, their primary care physician needs to speak with the physician in the away destination. Physician to Physician communication is key for a successful referral.

- Member to Member contact can be facilitated by the PPA app.
- It is acceptable for the primary care physician's support team (nurses, operational leaders, etc.) to initiate communication with the ("away") physician. But eventually physician to physician communication is required for a referral to be scheduled.
- It is also acceptable for the primary care physician to reach out directly to the away physician via personal channels (cell phones/ SMS/ email for example) should the physicians have one another's contact information. This is facilitated by attending PPA events & building the personal/ professional networks.

Once the physicians speak, they must mutually agree that the referral is appropriate. The "away" physician must approve of the intended plan of care and service, including any potential fees.

After the physicians agree on the next steps for care of the patient, they will connect their staff to the patient for next steps and follow through.

- Patients and the practice which will deliver the care or service will agree directly on any costs associated with the care.

If an initial outreach to a target practice for care goes unanswered for 24 hours, the PPA team should be contacted for support. Please contact Shannon Shoop: shannon@ppa.health for support.



4.1 Enforcement – Warning and Termination Protocol

PPA uses a two-stage enforcement system to address violations of this Agreement:

- Yellow Card (Formal Warning): A first violation of PPA's Principles or Rules will result in a formal written warning. The Member will be notified in writing, the violation documented, and the Member will have 30 days to remediate where applicable.
- Red Card (Termination): A second violation of any kind, or any single egregious violation, will result in immediate termination of membership. No refund of membership dues will be issued upon termination for cause.

All enforcement decisions are made by PPA leadership in consultation with the Board of Directors.

- Breach of the no-solicitations clause or any others .
- Conduct deemed detrimental to PPA or its Members.
- Any breach of professional conduct, including loss of licenses & board certification.

5. Indemnification

The Member agrees to indemnify and hold harmless PPA and its representatives from any claims, losses, or damages arising out of the Member’s breach of this Agreement or misuse of PPA resources.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

7. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, written or oral, relating to the subject matter herein.

8. Acknowledgment

By signing below, the Member acknowledges that they have read, understood, and agree to the terms and conditions of this Agreement.

Member Signature

Printed Name

Date

Private Physicians Alliance

Elissa Hambretch

Authorized Signature

Elissa Hambretch

Printed Name

July 22, 2026

Date