

MEMBERSHIP AGREEMENT BETWEEN THE SERENA FULL ASSISTANCE CARD HOLDER WHICH THEREAFTER WILL BE REFERED AS "THE AFFILIATE" AND SERENA SENIOR CARE, S.A. DE C.V. TOGETHER WITH INTERBAC PROMOTORES, S. DE R.L. DE C.V., REPRESENTED BY FLAVIO OLIVIERI BOROBA AND RAFAEL IGNACIO LICÉAGA CAMPOS RESPECTIVELY WHICH THEREAFTER WILL BE REFERED AS "SERENA" UNDER THE FOLLOWING TERMS AND CONDITIONS.

DECLARATIONS

1. "SERENA" declares by its representatives:

a) They represent commercial enterprises that are incorporated by the laws of the Republic of Mexico and are properly registered with the State Registry of Property and Commerce in Baja California as well as with the Federal Tax Registry.

b) That within their bylaws they are enabled to offer the general public the following services:

b. 1: "Living Care" personal assistance services for seniors in their homes that will support their independence and quality of life, such as conversation and companionship, medication supervision, meal preparation, diet monitoring, dressing, personal hygiene, incontinence care, doctor visits, errands, cross-border transportation, emergency response and ambulance transportation. As well as providing support with social activities such as ecotourism, cultural events, social clubs, reading groups, and daily calls.

b. 2: "Health Management" provide assistance with managing medical needs, including doctor appointments, supervision with follow-up of doctor recommendations and

b. 3: "Property Care" home maintenance and repair, remodeling, housekeeping, gardening and landscaping as well as property management.

b. 4: "Membership Programs" obtain special discounts with third party vendors and other assistance including hospitals, doctors, clinics, spas, pharmacies, restaurants, hotels, legal services, and others.

"THE AFFILIATE" will have access to a 24 hour call center through toll free phone lines to obtain assistance with medical and non-medical emergencies such as "Property Care".

c) That it is their wish to contract with "THE AFFILIATE" under the terms and conditions set forth in this agreement and any future modifications to it.

2. "THE AFFILIATE" declares by its own right:

a) He or she understands the services and procedures offered by "SERENA" for which by subscribing willingly to this agreement he (she) consents to follow the terms and conditions set forth and any future modifications.

Based on the previous declarations and with full use of their capabilities and under their own will, both parties agree to subscribe to the terms and conditions of this agreement, declaring that by doing so they have found no wrong doing, ill intent, or mistakes that would invalidate it, then commonly granting to the following:

TERMS AND CONDITIONS

FIRST. This services described in this agreement are, considering the declared willingness of the cardholder, available exclusively within the geographic area of Tijuana, Rosarito and Ensenada, Baja California. In order to obtain the benefits, promotions and special offers to its members subscribed to the services that "SERENA" provides.

SECOND. "THE AFFILIATE" by subscription to this agreement is enrolled in the discounts, promotions and special offers that "SERENA" provides, as described in section "1-b)" of the declarations, recognizing the status of affiliate to the cardholder while he or she complies with all of the obligations accepted by signing this agreement.

THIRD. "THE AFFILIATE" commits to and is obligated under the terms of this agreement, of which he is knowledgeable and recognizes its legal reach, with the understanding that with the personal or virtual use of the **FULL ASSISTANCE CARD** he or she is accepting its terms and conditions, doing so by activating the card by telephone or electronically under the terms established in the FIFTH clause of this agreement, that are based on articles 1803, 1805, 1811 and others related of the Federal Civil Code and supplementary application of the Commerce Code. "SERENA" holds the rights of admission and may deny membership to prospective affiliates.

FOURTH. "THE AFFILIATE" commits to and is obligated to pay in favor of "SERENA" all membership fees that are current at the moment of subscription of this agreement. The payment should be in cash and in one installment, according to the number of members it wishes to enroll in the programs offered by "SERENA". Payments should include any taxes that apply within the laws of Mexico, such as the sales tax (IVA). The payment amounts include the issuance if the **SERENA FULL ASSISTANCE CARD** that is UNTRANSFERABLE and credits "THE AFFILIATE" as a member of its program, as well as any other related subscribers under promotional group pricing, that are considered individual cardholders with all its benefits.

FIFTH. "THE AFFILIATE" in order to fully enjoy the entire program services, benefits, promotions and special discounts described in section "1-b)" of the declarations should complete the following actions:

1. Register and activate the membership immediately after obtaining the card, either by phone calling toll free from Mexico (01-800) 030 0070 or from the U.S.A. (1-877) 606 0022 or electronically through the program website www.serenaseniorcare.com/card.

2. Obtain (CMP: Comprehensive Metabolic Panel) blood tests with "SERENA" authorized laboratories.

3. Take the initial medical evaluation with a "SERENA" authorized physician in order to establish your basic medical record.

4. "THE AFFILIATE" by no means may transfer, endorse, or give away it's rights obtained by his subscription to "SERENA" membership programs such as the **FULL ASSISTANCE CARD**, being "THE AFFILIATE" the only responsible party of the use of the membership.

SIXTH. The plastic representing the **FULL ASSISTANCE CARD** has a unique identification number assigned to the cardholder. "SERENA" should provide the plastic card within 10 days of purchase, once all requirements are met.

SEVENTH. This agreement is valid for a period of one year without any extensions, starting from the moment the "THE AFFILIATE" activates its membership.

EIGHTH. The membership may be renewed for subsequent annual periods by request of "THE AFFILIATE", once all

current fees are paid, stated by "SERENA" at the time of renewal, payment should be made 10 days prior to expiration of the membership, and as long as the cardholder has made proper use of the membership. It will be understood that the cardholder does not wish to renew its membership if the fees are not paid within the 10 days prior to expiration.

NINTH. If the card of "THE AFFILIATE" or related subscribers, is lost or stolen, "THE AFFILIATE" will be responsible for any misuse of the membership until notifying "SERENA" in writing; notifications should be within 24 hours from the moment it is lost. Once notified the cardholder may not receive the membership benefits until a new card has been issued, and a replacement fees has been paid, as stated by "SERENA" at the time.

TENTH. Following are the responsibilities of "SERENA":

- a) Maintain in operation 24 hours a day and 365 days of the year a bilingual Customer Service Center, accessible by toll free telephone lines.
- b) Maintain current information on its website of all services offered by "SERENA", promotions, discounts and other information related to its membership programs.
- c) Open, archive and safeguard all files of its affiliate members including medical records and general personal information.
- d) Maintain private and confidential all information of its affiliates, unless authorized to share disclose with to designated people or if legally requested legally by the authorities.
- e) Make its best efforts to recruit the highest quality services and products available for its membership network.

ELEVENTH. Both parties agree and convene that "SERENA" will make its best efforts to gather goods and services to be available for "THE AFFILIATE", and that all services and promotions are the direct and sole responsibility of the provider, for which "THE AFFILIATE", liberates "SERENA" from all responsibility regarding the quality of the goods or services, limiting its involvement to mediate with the providers on behalf of the card holder in order to obtain the discounts and special offers advertise within the **SERENA FULL ASSISTANCE CARD**.

TWELFTH. "THE AFFILIATE" recognizes that "SERENA" for the purpose of this contract functions exclusively as a facilitator and coordinator of efforts to obtain benefits for the cardholder in the purchase of goods and services. "THE AFFILIATE" also recognizes that "SERENA" should not be mistaken for a financial institution such as a bank, savings and loan, insurer, or any similar service, as well as that it is not backed by any Government agency and much less subject to any legal disposition from the State of Federal laws related to financial of banking activities.

THIRTEENTH. "SERENA" will not be held responsible for the following circumstances or events:

1. The performance and quality of goods and services from the providers in the "SERENA" network.
2. Of the medical interpretations made by Doctors in the "SERENA" network; their diagnosis, treatments and clinical results;
3. The quality, assertiveness and procedures of the goods and services acquired or received from the network of vendors vendors related to this contract;

4. For the defects, omissions or faults of some or all the goods and services offered by providers within the "SERENA" network, due to major forces caused by natural hazards such as but not limited to: flooding, earthquakes, fire, war, devaluations, economic recessions, terrorism or vandalism; and

5. Any complication of existing medical conditions or consequences of terminal illness of "THE AFFILIATE".

FOURTEENTH. "THE AFFILIATE" is obligated to notify "SERENA" any changes in personal information such as his (her) address, that is stated in the activation of the membership, either by telephone or electronically; changes should be notified in writing within 10 days from the day of the change. In the same manner "SERENA" is obligated to notify the cardholder in a reliable way of any changes of its address within 10 days of the change.

FIFTEENTH. "SERENA" has the right to cancel a card holder's membership and any related memberships in case of any evident misuse of the Card or failure to comply with the terms of this agreement. "THE AFFILIATE" recognizes that the plastic card that identifies him (her) as a member of **SERENA FULL ASSISTANCE CARD** is the property of "SERENA" and that he (she) is obligated to return the card when it is required.

SIXTEENTH. "THE AFFILIATE" has 30 days from the purchase of the membership to cancel his (her) membership if the card package has not been opened and the membership has not been activated. "SERENA" is obligated to reimburse the cardholder for the entirety of his (her) payment.

SEVENTEENTH. Failure to comply with the terms of this agreement will be sufficient cause to cancel the membership.

EIGHTEENTH. Both parties agree as their legal addresses for complaints, inquiries or disputes related to this agreement the ones indicated by "THE AFFILIATE" through the activation process by telephone or electronically, and for "SERENA" their office location at "Calle Mar Mediterráneo #123, Local 1 Arco Plaza, Zona Centro, Playas de Rosarito Baja California, Mexico" or by calling (661)612-9090 and toll free within the U.S. (877) 568-0455, during office hours from 9:00 to 18:00 hours, Monday through Saturday, except on holidays.

NINETEENTH. Both parties recognize that this agreement has no ill intent, errors, omissions, intimidations nor violence that would invalidate it, and are subject to the faithful compliance of all the terms set forth, same ones that if for any motive are partially invalidated the rest will continue current.

TWENTIETH. Both parties agree that for the interpretation and compliance of this agreement they are subject to Independent Arbitrage as established in articles 1415, 1416, 1423 and related articles of the Commercial Code of Baja California, its State Courts and the Municipal jurisdiction of the City of Playas de Rosarito. Both parties also agree to indubitably renounce any other jurisdiction then the ones stated in this clause for any dispute related to this agreement either for reasons of the subject or future change of addresses.