HEALTHJOY CLIENT TERMS AND CONDITIONS
Last Updated: November 1st, 2026

These Client Terms and Conditions are effective November 1st, 2026 ("Effective Date") for all clients with a new term or renewal term beginning on or after the Effective Date. For clients with an existing term prior to the Effective Date, these updated Terms and Conditions are effective 30 days from the Effective Date (except as provided in these Terms and Conditions).

If you have a different master agreement that is signed by HealthJoy for use of the Program and related services, then these updates to the Client Terms and Conditions will not apply to you.

These Client Terms and Conditions, together with the executed Client Program Order Form ("Agreement") is entered into by and between **HealthJoy, LLC**, a Delaware limited liability company located at 435 North LaSalle Drive, 4th Floor, Chicago, IL 60654 ("HealthJoy"), and the company ("Client") that has signed the Health Program Order Form ("Order Form"), which incorporates these Client Terms and Conditions by reference. HealthJoy and Client may be referred to as a "Party" and collectively as the "Parties." Unless defined herein (including the incorporated Exhibit 1), capitalized terms may be defined in the applicable Order Form.

HealthJoy may update this Agreement from time to time in accordance with the "Updates" Section (Section 9.3). The most current version of this Agreement will be posted on www.healthjoy.com/legal (the "Site").

The Parties hereby agree as follows:

1. SUBSCRIPTION. HealthJoy hereby grants and Client accepts, a limited, non-exclusive right, during the Term (as defined in Section 6 below), to use: (a) HealthJoy's navigation, steerage and concierge services, other benefit, wellness or related services and access to HealthJoy's technology platform and access to HealthJoy's third-party provider services (which may include any of the following if purchased: telemedicine, EAP services, integrated TPA services, and surgical provider access) as further detailed in Exhibit 1 attached hereto and made a part hereof (collectively, the "Program") for itself and its Members (as defined in Section 2.1 below) to the extent any or all of the foregoing parts of the Program as expressly set forth on the executed Order Form, (b) any third-party services and/or products that are included in the Program and are available to the Client and its Members (the "Third-Party Products"), and (c) all documentation related to the Program ("HJ Marketing Material") and all documentation related to the Third-Party Products ("Third-Party Marketing Material"), whether supplied by HealthJoy or a third-party ("HealthJoy Third-Party Providers") hereunder (the HJ Marketing Material and the Third-Party Marketing Material shall collectively be known as the "Marketing Material"). Third-Party Products may also be subject to terms and conditions set forth by the HealthJoy Third-Party Provider and Client's use of such Third-Party Products constitutes Client's consent to such terms and conditions. Client may purchase some or all of the modules of the Program. Client acknowledges and agrees that HealthJoy will at all times exclusively own all right, title, and interest in and to (a) any Marketing Material, (b) any and all products and services of HealthJoy including, but not limited to, the Program and (c) HealthJoy's logos, trademarks and service marks and all goodwill associated therewith. Further, Client acknowledges and agrees that the third-party providing the Third-Party Products will at all times exclusively own all right, title, and interest in and to (a) any Third-Party Marketing Material, (b) any and all products and services of the third-party that are licensed to Client hereunder and (c) the third-party's logos, trademarks and service marks and all goodwill associated therewith. Client will not make any use of, copy, make derivative works from, or sell, transfer, lease, assign, redistribute, disclose, disseminate, or otherwise make available in any manner to any third party, any such data, or any portion thereof. HealthJoy hereby grants to Client a limited, non-exclusive, non-transferable, royalty-free and revocable right to use, make copies of and display the Marketing Material solely as necessary to promote the Program in accordance with this Agreement. Any goodwill developed because of such use or display will inure exclusively to the benefit of HealthJoy. Except for those rights that are expressly granted herein, Client will not grant, nor claim for Client or other affiliated entities, independent contractors or employees, either expressly or implicitly, any other right, title, interest, or license in or to any of the foregoing properties or rights. Client agrees that its purchase of subscriptions hereunder is not contingent upon the delivery of any future functionality or features nor is it dependent upon any oral or written public comments made by HealthJoy with respect to future functionality or features.

2. CLIENT RESPONSIBILITIES.
2.1 Client shall promote the use of the Program to any employee who is eligible to use the Program ("Employees") and/or those dependents that have elected to participate in and are covered by at least one (1) of the Client's benefits or a Third-Party Product ("Eligible Dependents") (each of the Employees and their Eligible Dependents shall be referred to collectively as the "Members").
2.2 Client, or its designated Benefits Associate (as defined below), shall submit to HealthJoy all necessary data, including, but not limited, to schedules of benefits, formulary data, provider directories, network data, national pre-authorization procedures, clinical policy bulletins and proprietary rate tables ("Plan Data") in order to reflect Client's

benefits in the Program and shall provide any updated Plan Data at the time of a benefit renewal or in the event of a material change. For purposes of this Agreement, "Benefits Associate" means certain third parties that provide services to Client, such as an employee benefits portal, advisor, consultant, broker, or TPA, and in connection with such provision of services to Client may be providing information to HealthJoy in connection with the Agreement. Client is responsible for the accuracy of the information provided to the Plan Data and understands that HealthJoy will depend on such information being accurate to provide the Program and the related services.

2.3. Client, or its designated Benefits Associate, shall provide the Eligibility Data (as such term is defined in Exhibit 1) for the HealthJoy Program. The Eligibility Data shall be provided in the format requested by HealthJoy during implementation and updates provided to HealthJoy on a frequency mutually agreed to by the Parties. The Plan Data and Eligibility Data shall collectively be known as the "Data." In addition, Client shall send HealthJoy a list ("Census Data") of the names and total number of Employees ("Eligible Employees") within ten (10) days after the end of each month during the Term and such Census Data will be used for billing purposes (in the event HealthJoy does not receive Census Data in a timely manner for the current month, HealthJoy will use the last received Census Data for billing purposes). All Eligibility Data and Census Data shall be sent to HealthJoy via secure email, SFTP location hosted by HealthJoy, or upload to HealthJoy's customer portal. Client is responsible for the accuracy of the information provided to the Eligibility Data and understands that HealthJoy will depend on such information being accurate to provide the Program and the related services. There is no partial billing; if an Employee is on the applicable Census Data used for billing for even one day of the month, the PEPM is still due for such Eligible Employee for the entire month.

2.4 Client authorizes HealthJoy and the HealthJoy Third-Party Providers to receive and use data about and from Members to communicate directly with Members via multiple communication methods, which may include, email, text (SMS), phone call, automated voicemail, push notifications, Broadcaster notifications in the HealthJoy app, without or without artificial intelligence technology, for the purposes of: (a) promoting the Program and related services, and (b) HIPAA permitted purposes of treatment, payment, and health care operations of the Members, HealthJoy, and the Third-Party Providers. Client additionally authorizes HealthJoy to do the following, in accordance with HIPAA: (1) manipulate, de-identify, reconfigure, reconstitute, and commingle data for the purpose of providing the Program and related services; (2) use data to prepare reports ("Reports") as part of the related services; (3) disclose Reports regarding the Client to the Client; and (4) disclose such Reports and PHI regarding any applicable employee benefit plan maintained by or on behalf of the Client to the broker of record for the plan, and to other third parties as directed or authorized by the plan or the Client as set forth herein or hereafter, provided that with regard to any such disclosure the broker or third party is legally bound to comply with the confidentiality and non-use obligations of HealthJoy under this Agreement or materially equivalent obligations. Client represents and warrants the necessary initial consent from Employees to share their contact information (email, phone numbers) with HealthJoy for the purpose of the "activation email" and such communications for healthcare operations purposes.

2.4.1 Generative AI Features. The Program incorporates generative artificial intelligence functionalities ("GenAI Features"). Client authorizes HealthJoy (and its designated Third-Party Providers, where applicable) to receive and utilize data from Client and Members ("Input"). The Program will process this Input to generate outputs, such as text, within the Program ("Output," and together with Input, "Content"). Client grants HealthJoy a worldwide, non-exclusive, royalty-free, and irrevocable license to host, reproduce, distribute, modify, create derivative works of, and use the Input solely for the purpose of providing and enhancing the Program and related services. HealthJoy reserves the right to modify, suspend, or discontinue the GenAI Features at any time without prior notice. **HealthJoy will not use Client's data or Content to enhance the GenAI Features in a manner that could result in the disclosure of Client's personal data or Content to any unauthorized third party, including for the training or fine-tuning of generative AI models employed by the GenAI Features.** Aggregated or de-identified data may be used to improve machine learning models. The Program and the GenAI Features may utilize subprocessors as detailed in HealthJoy's Privacy Policy (incorporated herein and linked below); these subprocessors are contractually bound to refrain from using Client's personal data for any purpose other than providing services to HealthJoy and the Members.

2.4.2 Client's Use of the GenAI Features. Client's utilization of the GenAI Features and the Content, as well as any use by its Users or facilitated by Client or its Users, is subject to the following restrictions: (i) Client must comply with all applicable laws and regulations; (ii) Client shall not use the GenAI Features to develop competing GenAI models, machine learning models, or related technologies; (iii) Client's use must not infringe upon, misappropriate, or violate any rights of HealthJoy or any other person or entity; (iv) Client shall not utilize the GenAI Features or Content to make, or as a significant factor in making, critical decisions that impact material or individual rights or well-being (including, but not limited to, financial, legal, educational, employment, healthcare, housing, insurance, or social welfare decisions); (v) Client will have a "human in the loop" review any AI output before using it for clinical or administrative or other decisions; and (vi) Client acknowledges any Output may include hallucinations or factually incorrect statements despite being presented with high confidence. Client further agrees not to input or enter any of HealthJoy's Confidential Information into any generative artificial intelligence model, including any machine learning models.

2.5 Client shall launch the Program by the sooner to occur of the Program Target Start Date set forth on the Order Form or within 90 days of such Program Target Start Date. The Client understands and agrees that the Program Target Start Date is not a guaranteed start date for the Program as it requires timely execution of the applicable Order Form

and timely participation by Client in the implementation process, including providing all required information and data promptly to HealthJoy. There is no partial billing; if the Program or a specific module launches for even one day of the month, the applicable fees for the Program and/or specific module are still due for the entire month.

2.6 Client shall comply with all laws, rules, and regulations applicable to its use and configurations of the Program, including, without limitation, HealthJoy Enrollment Decision Support, Wellness Program, and the HealthJoy PreceptIQ (including the integrated HRA) Product modules. To the extent that any benefits provided through or in connection with the Program are subject to ERISA, COBRA, the ACA, Internal Revenue Code Sections 105 or 106 governing HRAs, EEOC rules, GINA, or comparable state or federal laws, Client specifically agrees to be fully and solely responsible for all related legal and regulatory compliance, including but not limited to the preparation and distribution of summary plan descriptions (SPDs), plan documentation, nondiscrimination testing, and Form 5500 filings. Client acknowledges and agrees that Client and/or Client's employee benefit plan (the "Plan") is the named fiduciary and plan administrator under ERISA (or applicable law) for all benefits, programs, and accounts offered or administered hereunder. In no event or circumstance shall HealthJoy, its affiliates, or any of its third-party product providers (including, without limitation, First Dollar, Inc.) be, act as, or be deemed to be a fiduciary, plan administrator, or sponsor for the Plan, the Program, or any underlying products, accounts, or services provided under this Agreement.

2.7 Client shall be responsible for maintaining and transmitting Eligibility Data, Census Data and Plan Data in accordance with industry cybersecurity standards and in a secure manner. Client is responsible for the accuracy of such information and understands that HealthJoy will depend on such information being accurate to provide the Program and the related services.

2.8 Client acknowledges that HealthJoy may, for legal, regulatory, or in its sole and absolute discretion, terminate or suspend the offering of any product or service. Client also acknowledges that HealthJoy, in its sole discretion, may replace a suspended or terminated product or offering with a product with similar functionality for the remainder of the then-current Term. In addition, HealthJoy reserves the right to rebrand or rename modules at its discretion; such changes do not constitute a material change to the Agreement provided core functionality remains substantially similar.

2.9 Client and its Members shall abide by HealthJoy Privacy Policy (available via https://www.healthjoy.com/privacy-policy) and HealthJoy Terms of Use (available via https://www.healthjoy.com/terms-of-use). These are incorporated into and made part of these Terms and Conditions.

2.10 Client and its Members shall not provide any "personal data" as regulated by the General Data Protection Regulation (EU) (GDPR).

3. HEALTHJOY RESPONSIBILITIES. During the Term and subject to the amounts due and payable being paid to HealthJoy pursuant to the payment terms herein, HealthJoy will make commercially reasonable efforts to:

3.1 deliver and support the Program, including managing and securely maintaining the data it receives by the date(s) set forth on the Order Form. Notwithstanding the foregoing, the Parties agree that dates on the Order Form are an estimate only and depend upon HealthJoy receiving the Eligibility Data with a timeframe for implementation, and HealthJoy is not the Administrator of any employee benefit plan, within the meaning of Section 3(16) of ERISA and is not intended to be a fiduciary under ERISA for any reason when performing services in accordance with this Agreement or the sponsor of any employee benefit plan covering Client's employees or dependents. Notwithstanding any provision in this Agreement, including any attachments, to the contrary, the Client agrees and acknowledges that (i) this Agreement, any amendment executed pursuant to this Agreement, or the performance by HealthJoy hereunder are not intended in any way to impose on HealthJoy a fiduciary status under ERISA, or any other applicable law; and (ii) this Agreement does not provide HealthJoy, and the Client will not cause or permit HealthJoy to assume, without prior written consent of HealthJoy, any (A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"), (B) authority or control respecting management or disposition of the assets of any ERISA Plan, or (C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

3.2 provide Client, at no additional cost, any updates, error corrections, modifications, or enhancements ("Updates") for those HealthJoy Program modules subscribed to by Client. All Updates shall become part of the Program and subject to the terms and conditions herein. Notwithstanding the foregoing and excluding the software subscription set forth in the Program, in no event shall HealthJoy be responsible for nor shall it being required to license or to pay for any equipment, hardware, third party software, internet or other needs of Client or its Members to use the Program.

3.3 provide Client with account management, reporting, and Member service to provide support for usage of the Program.

3.4 process, in the event that Client subscribes to HealthJoy's Proactive Steerage (formerly Enhanced Navigation and formerly TPA+) add-on module, the Eligibility Data, accumulator data, insurance verification data, precertification data, claims data and any other mutually agreed up data (collectively, the "TPA Data") in order to:

- 3.4.1 Use the Eligibility Data to dictate Program access and the corresponding benefit wallet to Members;
- 3.4.2 Use accumulator data to display deductible/OOP status of the Member in the HealthJoy application;
- 3.4.3 Use insurance verification data to encourage Member engagement via proactive messaging from the HealthJoy Program; and
- 3.4.4 Use precertification data to encourage Member engagement via proactive messaging from the HealthJoy Program.

4. CONFIDENTIALITY; COMPLIANCE.

4.1 Confidential Information. For the purposes of this Agreement, the Parties define "Confidential Information" to mean any of the information disclosed under this Agreement that is designated by the disclosing party as proprietary or confidential, or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. HealthJoy's Confidential Information includes any technical, pricing, or performance information about the Program or related services. Client's Confidential Information includes Eligibility Data, Census Data, and Plan Data.

4.2. Obligations. As receiving party, each party will (a) hold in confidence and not disclose Confidential Information to third parties except as permitted in this Agreement, and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, contractors, subcontractors, and other representatives ("Representatives") having a legitimate need to know such Confidential Information, provided the receiving party remains responsible for their Representatives' compliance with and breach of this Section 4 (Confidentiality) and such parties are bound to confidentiality obligations no less protective than this Section 4 (Confidentiality). The obligations concerning Confidential Information set forth herein will survive the termination or expiration of this Agreement.

4.3. Exclusions. These confidentiality obligations do not apply to information that the receiving party can document: (a) is or becomes public knowledge through no fault of the receiving party; (b) it rightfully knew or possessed prior to receipt under this Agreement; (c) it rightfully received from a third party without breach of confidentiality obligations; or (d) it independently developed without using the disclosing party's Confidential Information. The receiving party may disclose Confidential Information if required by law, subpoena, or court order, provided (if permitted by law) it promptly notifies the disclosing party and cooperates in any effort to obtain confidential treatment prior to any disclosure. In the event the receiving party is still compelled to disclose Confidential Information, the receiving party shall only disclose that information that is reasonably required to be disclosed based on the advice of counsel (which may be internal). If Client or any of its employees or contractors sends or transmits any communications or materials to HealthJoy suggesting or recommending changes to the HealthJoy Program or related services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), HealthJoy is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback.

4.4. Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which monetary damages alone may be an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 4 (Confidentiality).

4.5. HIPAA & PHI. The Parties agree to abide by the Business Associate Agreement, incorporated into this Agreement as set forth on the Order Form and set forth at www.healthjoy.com/legal, and which will contain such terms as are required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Final Rule for Standards for Privacy of Individually Identifiable Health Information adopted by the United States Department of Health and Human Services and codified at 45 C.F.R. part 160 and part 164, subparts A & E (the "Privacy Rule"), the HIPAA Security Rule, codified at 45 C.F.R. Part 164 Subpart C and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH") including C.F.R. Sections 164.308, 164.310, 164.312 and 164.316 in effect, or as amended.

4.6. Personal Data & PII. The Parties agree to abide by the Data Processing Addendum, incorporated into this Agreement by this reference and set forth at www.healthjoy.com/legal.

4.7. The Parties agree that the terms of this Agreement have been negotiated in an arms-length transaction between the Parties and have not been determined in a manner which takes into account the volume or value of any referrals or business that otherwise may be generated between the Parties, or any entities affiliated with the Parties. The Parties further agree that this Agreement does not involve the counseling or promotion of a business arrangement that violates state or federal law. The Parties enter into this Agreement with the intent of conducting their relationship and implementing the provisions hereof in full compliance with applicable federal, state, and local law, including, without limitation, 42 U.S.C. § 1320a-7b(b) (the Medicare/Medicaid Anti-Kickback Statute) and 42 U.S.C. § 1395nn (the Federal Self-Referral Law), as the same may be amended.

5. FEES AND PAYMENT TERMS.

5.1. Unless other terms are agreed to by the parties pursuant to the Order Form or amendments thereto, (i) all invoices hereunder will be due and payable within 30 days of the invoice date, and (ii) all invoices from HealthJoy will be on an annual basis as follows: upon execution of the Order Form by Client and subject to any required minimums (if applicable), HealthJoy will invoice, and the Paying Party shall pay, an initial annual invoice calculated based on the applicable PEPMs on the Order Form multiplied by the estimated Eligible Employees on the Order Form multiplied by 12 months plus, if applicable, the one-time implementation/setup fee. Upon expiration of the initial 12-month period of the Initial Term, HealthJoy will invoice for subsequent annual periods in the Initial Term or Renewal Period (if applicable) calculated based on the then current PEPMs multiplied by the number of Eligible Employees around the beginning of the applicable annual period, and such subsequent invoices may include a true-up amount for the number of eligible Employees against either the initial invoice or a previous subsequent invoice. In addition to payment terms and amounts due on the applicable Order Form:

5.1.1 There may be usage-based fees (visit fees, Chronic Care PPPM fees, or MSK Therapy Enrolled Member per pain area fees) applicable as well, as set forth on the Order Form and/or the "Virtual Care Visit Fees & Participant Fees" page at www.healthjoy.com/legal. **All usage-based fees payable by the Paying Party will be invoiced on monthly in arrears.** In addition to usage-based fees payable by Paying Party, there are visit fees due and payable by the Member at the time of the visit, AND Client may, in its sole discretion, add additional visit/consult fees.

5.1.2 **Chronic Care.** Notwithstanding the terms on an Order Form regarding the Term of the Program, in the event Client's Program subscription includes Chronic Care, the Chronic Care enrollment is for a minimum enrollment term of 6-months per Participant and then monthly enrollment thereafter, and Client is responsible for all applicable amounts due and payable for the entire enrollment term.

5.1.3 Client understands and acknowledges that HealthJoy may receive compensation or commission if a Member utilizes a specific add-on module, books an appointment, or connects with a HealthJoy Third-Party Product Provider or another provider through the Program.

5.2 Utilization Targets.

5.2.1 Telemedicine Utilization Targets. Although the overall Program PEPM pricing is not subject to increases during the Initial Term or a committed Renewal Period/Term, the telemedicine PEPM is subject to change based on a rolling 12-month utilization of the telemedicine services purchased through HealthJoy of up to 50% utilization (the "Utilization Target"). If actual utilization for a 12-month rolling period during the Term exceeds the Utilization Target, the PEPM for the telemedicine module shall increase by $0.50 for any portion of a 10% increment of utilization in excess of the Utilization Target for the preceding 12-month period. HealthJoy may use the previous 6-months utilization to estimate a 12-month utilization for communicating renewal pricing to the Client (for example, while HealthJoy makes commercially reasonable efforts to provide pricing to all clients for the next renewal period with advance notice for each client to make renewal decisions, HealthJoy may have less than 12-months of utilization data from the first year to provide a client with renewal pricing in advance of the expiration of the first year so HealthJoy will use the utilization data over the previous 6-months to calculate an estimated 12-month utilization to use for renewal pricing). A new Utilization Target will be set on the Client Plan Renewal Date by rounding the actual utilization in the prior rolling 12-month period to the next 10%. For example, if the Utilization Target is 50% and the actual utilization in the initial rolling 12-month period of the Term is 54%, the Utilization Target for the next contracted 12-month period after the Client Plan Renewal Date would be 60% and the PEPM would rise by $0.50 over the previously contracted PEPM. A PEPM change as a result of a telemedicine Utilization Target being exceeded in any given contracted 12-month period shall not exceed +$2.00. For purposes of this Agreement, utilization is measured on a rolling 12-month basis, as applicable, by taking the number of Member telemedicine consultations in the previous 12-months and dividing it by the number of eligible Employees in the previous 12-months to calculate a utilization rate. For example, if a client with 100 Employees initiates and completes 35 telemedicine consultations in the previous 12-months, the utilization for telemedicine for that effective period would be 35%. In the event the Parties agree a signed amendment for Client to change its current telemedicine add-on module and replaces it with another telemedicine add-on module provided by HealthJoy, the utilization calculations will restart upon launch of the new telemedicine add-on module for the Client as set forth above.

5.2.2 ***Teladoc Health Mental Health or Evo Talk Therapy Utilization.*** Although the overall Program PEPM pricing is not subject to increases during the Initial Term or a committed Renewal Period/Term, the Teladoc Health Mental Health PEPM is subject to change based on a rolling 12-month utilization of the Teladoc Health Mental Health add-on module of a 50% utilization threshold for Teladoc Health Teladoc Health Mental Health or a 25% utilization threshold for Evo Talk Therapy (each and collectively, the "Teladoc Health Mental Health Utilization Target"). If actual utilization for a 12-month rolling period during the Term exceeds the Teladoc Health Mental Health Utilization Target, the PEPM for the applicable mental or Evo Talk Therapy add-on module shall increase by $0.50 for any portion of a 5% increment of utilization in excess of the Teladoc Health Mental Health Utilization Target for the preceding 12-month period. HealthJoy may utilize the previous 6-months utilization to estimate a 12-month utilization for communicating renewal pricing to the Client (for example, while HealthJoy makes commercially reasonable efforts to provide pricing to all clients for the next renewal period with advance notice for each client to make renewal decisions, HealthJoy may have less than 12-months of utilization data from the first year to provide a client with renewal pricing in advance of the expiration of the first year so HealthJoy will use the utilization data over the previous 6-months to calculate an estimated 12-month utilization to use for renewal pricing). Any amount above the Teladoc Health Mental Health Utilization Target increases the PEPM into the next $0.50 tier. For example, if the Teladoc Health Mental Health Utilization Target is 25% and the actual utilization for a twelve-month period is 27%, the PEPM would increase by $0.50 over the then-current PEPM value. A PEPM change as a result of a mental or Evo Talk Therapy Utilization Target being exceeded in any given contracted 12-month period shall not exceed +$1.00. For purposes of this Agreement, mental or Evo Talk Therapy utilization is measured on a rolling 12-month basis, as applicable, by taking the number of mental or Evo Talk Therapy consults in the previous 12-months and dividing it by the number of eligible

Employees to calculate a utilization rate. For example, if 100 Members initiate and complete 20 Teladoc Health Mental Health consults over the preceding 12-month period, the utilization for Teladoc Health Mental Health for that effective period would be 20%. The aforementioned Teladoc Health Mental Health Utilization Target is not applicable when consultation fees paid by the Paying Party (excluding member paid consult fees) are included as part of the Teladoc Health Mental Health add-on module. In the event the Parties agree in a signed amendment for Client to change its current mental or Evo Talk Therapy add-on module and replaces it with another mental or Evo Talk Therapy add-on module provided by HealthJoy, the utilization calculations will restart upon launch of the new mental or Evo Talk Therapy add-on module for the Client as set forth above.

5.3. Paying Party shall pay all amounts when due and payable. If the Paying Party does not pay, then the Client shall be fully responsible for all amounts due for the Term. If any amounts owed by the Paying Party (other than charges disputed in good faith) are thirty (30) days or more overdue, HealthJoy may, without limiting its other rights and remedies, suspend or terminate the Program until such amounts are paid in full; suspension and termination may include, but is not limited to, disabling Client's and all Member's access to the Program. In addition, any unpaid, overdue invoices are subject to a finance charge of 1.5% per month on any past due balance, or the maximum permitted by law, whichever is lower. HealthJoy reserves the right to utilize third party collections agency or available legal means to pursue collection if payment is not received as set forth on the Order Form and this Agreement. Charges for third party collections fees or legal fees involved with collecting an outstanding balance will be added to outstanding balances for any given Order Form collected upon.

5.4. **Increases**. Excluding increases to PEPM fees applicable to telemedicine or mental/Evo Talk Therapy utilization as set forth in Section 5.2 above, HealthJoy reserves the right to change the fees as follows:

5.4.1 HealthJoy may change PEPM fees upon 90-days' prior written notice to Client and such change will be effective on the earliest to occur of (1) the start date of Client's next benefit plan year (this may be referred to as the "Benefit Plan Renewal Date" on the Order Form) after expiration of the Initial Term, (2) the start date of Client's next renewal period with HealthJoy, or (3) as set forth in the notice.

5.4.2 HealthJoy may change non-PEPM fees related to Third-Party Products purchased through HealthJoy with written notice to Client and such change will be effective 30 days after the notice date or, if later, on the start date of Client's next benefit plan year. These include consult/visit fees, participant fees, or fees for Lantern Surgery Care (formerly known as SurgeryPlus).

5.5. **MSK Therapy Fees**.

5.5.1 Unless MSK Therapy is purchased at a PEPM in which case there is no Enrolled Member fee, the fees for the MSK Therapy will be $800.00 per Enrolled Member per pain area (multiple pain areas will incur multiple MSK Therapy Enrolled Member fees). An "Enrolled Member" means any Employee and/or Eligible Dependent who completes the MSK Therapy intake survey, submits such survey to HealthJoy and is accepted into the MSK Therapy for a specific pain area.

5.5.2 MSK Therapy Refunds. Notwithstanding the foregoing, HealthJoy agrees to reimburse Client for any Enrolled Member fees paid for the MSK Therapy as follows:

5.5.2.1 HealthJoy will perform an annual true-up on or about the end of each annual period in the Term to ensure that the Fees collected from the Client do not exceed the Program Savings estimate set forth in the Exhibit 1 – Description of Program ("Program Savings") and any such amount exceeding the Program Savings will be provided to the Client as a refund, subject to the terms in this Section 5.5.2.

5.5.2.2 For any refund owed to Client pursuant to this subsection, HealthJoy will apply the MSK Credit against current or future Fees owed for the MSK Therapy and, if the Agreement terminates or expires with an MSK Credit owed by HealthJoy to Client, a refund will be issued by check or ACH payment to Client within thirty (30) days after the expiration or termination of the Agreement.

5.5.2.3 The refunds pursuant to this Section 5.5.2 are subject to non-refundable minimum amounts as follows: (i) $200 USD multiplied by the number of introductory calls Client's Enrolled Members have made. For example, in the event the Program Savings are $0 however Client's Enrolled Members have completed two (2) introductory calls, therefore the calculation is that $400 is the non-refundable amount; and (ii) in the event that there is no Program Savings value because a Member has not provided updated answers on their improvement, for any such Members who have completed one (1) week of programming there will be $400 USD non-refundable amount.

5.5.2.4 In the event that the Program Savings do exceed such estimate, HealthJoy will apply such overage to the Program Savings estimate to the following annual period of the Term and the true-up calculation at the end of the annual period will include such overage amounts.

5.5.2.5 Unless an Enrolled Member has a Program Savings estimate, Enrolled Members in the MSK Program for less than 3-months from the MSK Acceptance (as defined in Exhibit 1 – Description

of Program attached hereto) will be excluded from the above calculations for purposes of any refunds pursuant to this Section.

5.5.2.6 When MSK Therapy is purchased at a PEPM, HealthJoy will apply $500 of savings per Movement Health & Injury Prevention participant toward the savings credit in the ROI Guarantee.

MSK Therapy refunds are not applicable when MSK Therapy is purchased through a reseller partner.

5.6. **Lantern Surgery Care (formerly known as SurgeryPlus).**

5.6.1 Setup Fee. Upon execution of the Order Form by Client, HealthJoy will pull the one-time non-refundable $2,500 setup fee from Client's banking account.

5.6.2 Shared Savings. Monthly in arrears HealthJoy will pull 35% of the Shared Savings from Client's provided banking account.

5.6.3 Claims. HealthJoy will pull all applicable Lantern Surgery Care Claims from the Client's banking account provided immediately after HealthJoy receives an invoice from the Lantern Surgery Care provider for an applicable Claim. **Client is responsible for all Lantern amounts due and payable, including, without limitation, continued coverage of care Claims, regardless of whether such amounts are incurred during the Term or upon expiration/termination of the Term.**

5.6.4 After each ACH draw, HealthJoy will provide the Client with a statement and relevant Claims documentation, as applicable. Client understands and acknowledges that Client must provide its ACH/banking information to HealthJoy immediately after execution of this Order Form in order for Client to launch the Lantern Surgery Care add-on module by the Program Target Start Date. If Client does not provide the Client's ACH/banking information on a timely basis, in all events prior to the Program Target Start Date, then the following may occur in HealthJoy's sole discretion: (1) the launch date for Lantern Surgery Care will be delayed (while the rest of the Program may still be launched, in HealthJoy's discretion), (2) the Lantern Surgery Care subscription by Client may be terminated by HealthJoy, and (3) the Set-up Fee will not be refunded and remains due and payable if not paid.

5.7. Client shall be responsible for Client's own costs associated with the provision of the Program and otherwise relating to this Agreement, including, without limitation, its network access to be able to access the Program and any fees or expenses to remit payment to HealthJoy.

5.8. All fees indicated herein do not include any and all federal, state, local and foreign taxes, including, without limitation, gross receipts, income, profits, sales, use, occupation, value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, assessments, governmental charges and duties together with all interest, penalties and additions imposed with respect to any such amounts and any obligations under any agreements or arrangements with any other person with respect to any such amounts and including any liability of a predecessor entity for any such amounts (collectively, "Taxes"). Client is responsible for paying all Taxes associated with its purchases hereunder including without limitation all use or access of the Program by its Members. If HealthJoy has the legal obligation to pay or collect Taxes for which Client is responsible under this Agreement, HealthJoy will invoice Client and Client will pay that amount unless Client provides HealthJoy with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes will not be deducted from payments to HealthJoy, except as required by applicable law, in which case Client will increase the amount payable as necessary so that, after making all required deductions and withholdings, HealthJoy receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. Upon HealthJoy's request, Client will provide to HealthJoy its proof of withholding tax remittance to the respective tax authority.

6. TERMINATION.

6.1. This Agreement or any Order Form hereunder may be terminated as follows: (a) by HealthJoy upon the breach by Client of any of its payment obligations under this Agreement or any Order Form, which breach has not been cured within five (5) days after Client has received written notice thereof, (b) by one party upon the breach by the other party of any of such other party's material obligations under this Agreement or any Order Form that has not been cured within thirty (30) days after the breaching party has received written notice thereof (provided, however, that there shall be no cure period in the event of a breach by Client of its obligations related to HealthJoy's intellectual property), or (c) by HealthJoy or Client if all or a substantial portion of the assets of Client or HealthJoy are transferred to an assignee for the benefit of creditors or Client or HealthJoy files or has filed against it a petition for liquidation under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days. If the basis for termination for cause applies only to a specific Order Form, the non-breaching party may elect to terminate only the affected Order Form, in which case this Agreement and other Order Forms, if any, will remain in full force and effect. In addition to the foregoing, if HealthJoy is contractually required to terminate this Agreement due to a provision in an agreement between HealthJoy and a HealthJoy partner, HealthJoy may terminate this Agreement without liability to Client. A breach of the terms of this Agreement or an Order Form by an Employee shall be deemed to be a breach of the terms of this Agreement or the Order Form by Client.

6.2 Effect of Termination. Upon expiration or termination of this Agreement or an Order Form, Client's access to the applicable Program will immediately cease and Client must stop sending all Eligibility Data, Census Data, and Plan Data. Termination of an Order Form will not be deemed a termination of this Agreement or any other Order Forms; however, termination of this Agreement will immediately terminate all outstanding Order Forms. In no event will any termination relieve Client of the obligation to pay any expenses and fees payable to HealthJoy for the period prior to the effective date of termination. HealthJoy will refund any prepaid fees covering the remainder of the Term as of the effective date of termination if this Agreement is terminated by Client in accordance with this Section 6 for HealthJoy's uncured material breach. Upon termination of this Agreement by HealthJoy for cause by Client, any amounts owed to HealthJoy under this Agreement or any Order Form, regardless of whether not yet due and payable, will be accelerated and deemed immediately due and payable (including, without limitation, the payment in full of all Fees payable for the remaining term of any Order Form hereto (to the maximum extent allowed by law) based on (i) minimum annual fees, if any minimum is set forth on the Order Form and which may be for only specific PEPMs, and/or (ii) the total then current PEPMs multiplied by the greater of the (1) actual number of eligible Employees or (2) the estimated eligible Employees provided by Client to HealthJoy; plus any remaining balance of unpaid fees for professional services, if any, being collected. Such accelerated fees are liquidated damages and are not a penalty. Except as set forth herein, at the disclosing party's written request upon expiration or termination of this Agreement, the receiving party will delete all of the disclosing party's Confidential Information. Confidential Information may be retained as required by retention periods in applicable laws or regulations, and in the receiving party's standard backups after deletion but will remain subject to this Agreement's confidentiality restrictions. Except for retention periods in applicable laws or regulations, HealthJoy has no obligation for retaining or maintaining a copy of any such Client and Employee information or data from the Program following the date of expiration or termination of the Order Forms governing such information or (if sooner) the expiration or termination of this Agreement. HealthJoy shall be entitled, without further liability, to destroy all such Client Confidential Information following the date of expiration or termination of the Order Form governing such information or (if sooner) the expiration or termination of this Agreement (after applicable retention periods have passed). Upon termination or expiration of this Agreement, Client, its Employees, Members, and its associated brokers or TPAs shall immediately cease to have any rights with respect to the Program and shall immediately cease using, in any manner whatsoever, the names, "HealthJoy" or any of their logos, tag lines, forms, manuals, slogans, signs, marks, symbols, or devices used in connection with the operation of the business licensed hereunder.

6.3 Upon termination or expiration of this Agreement, in the event that Client has licensed the MSK Therapy, HealthJoy shall continue to make available the MSK Therapy to any Enrolled Members that have had MSK Acceptance (as defined in Exhibit 1, Module 5) subject to the terms and conditions herein, including, without limitation, the applicable Fees being paid and the Enrolled Member shall be permitted to complete the MSK Therapy (the "MSK Therapy Tail Period"). For the sake of clarity, no reporting or other obligations owed by HealthJoy to Client shall continue during this MSK Therapy Tail Period.

6.4. Survival. In addition to sections that shall survive by the nature of the terms and conditions within such section, Sections 1, 2.7, 3, 4, 5, 6, 7, 8 and 9, and the Order Form shall survive the expiration of termination of this Agreement.

7. DEFENSE OF THIRD-PARTY CLAIMS. The Parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

7.1 By HealthJoy. HealthJoy will defend Client against any third-party claim to the extent it alleges that a Program made available by HealthJoy for a fee and used within the scope of the license/subscription granted (unmodified from the form provided by HealthJoy and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If HealthJoy is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Program with a functional equivalent; or (2) terminate Client's subscription/license and refund any prepaid fees for any usage period after the effective date of termination. HealthJoy will not be liable for any claims or damages due to Client's or its Employee's or Member's misuse of the Program (with or without any third-party services or products), Outputs, or continued use of a Program after being notified to stop due to a third-party claim. HealthJoy's obligation to defend and pay pursuant to this section excludes any claims arising from GenAI Features and HealthJoy's use of generative AI.

7.2 By Client. To the extent permitted by applicable law, Client will defend HealthJoy against any third-party claim to the extent it alleges that: (1) any Client information, or non-HealthJoy software hosted in an online service by HealthJoy on Client's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Client's or its Employee's or its Member's use of any Program alone or in combination with anything else violates the law, violates an intellectual property right of a third party, or damages a third party; or (3) any breach by Client, its Employees, personnel, or Members of Employee data or information, including, without limitation, protected health information, that is provided to HealthJoy by Client. In addition to the foregoing, Client will indemnify and hold HealthJoy, its affiliates, directors, officers, and employees harmless from any fines, fees, claims, damages,

or costs in the event that Client or its Members provide or input any "personal data" as regulated by the GDPR to HealthJoy or the Program.

8. DISCLAIMER; LIMITATION OF LIABILITY.

8.1 Neither HealthJoy nor the MSK Therapy provide a medical diagnosis or medical treatment. The MSK Therapy is considered a musculoskeletal wellness program. HealthJoy does not provide any services that must be undertaken by a licensed medical provider. Any health-related information provided to participants in connection with the MSK Therapy is intended to be general in nature and should not be used as a substitute for a visit with a healthcare professional or for a treatment plan prescribed and coordinated by a healthcare professional.

8.2 HEALTHJOY PROVIDES THE PRODUCTS, SERVICES, AND INFORMATION ON AN "AS-IS" BASIS AND MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY CONCLUSIONS OR INTERPRETATIONS MADE BY CLIENTS, EMPLOYEES, OR MEMBERS ON THE BASIS OF THE PRODUCTS, SERVICES, AND INFORMATION. CLIENT RELEASES HEALTHJOY AND ITS AFFILIATES AND EACH OF THEIR AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY WHATSOEVER FOR ANY ERRONEOUS, INACCURATE, OR INCOMPLETE INFORMATION PROVIDED AS PART OF THE PRODUCTS AND SERVICES. HEALTHJOY AND ITS SERVICE PROVIDERS MAKES NO EXPRESS WARRANTIES, AND HEREBY EXCLUDES AND DISCLAIMS IN ENTIRETY ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR INFRINGEMENT, WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY HEALTHJOY OR ITS SERVICE PROVIDERS. IN NO EVENT SHALL HEALTHJOY OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY LOST PROFITS, EXEMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF THIS AGREEMENT (EVEN IF THE HEALTHJOY AND ITS SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCTS OR SERVICES FOR ANY REASON AND FOR ANY PURPOSE WHATSOEVER (EVEN IF HEALTHJOY AND ITS SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). ANY ACTION FOR BREACH OF ANY TERM OF THIS AGREEMENT MUST BE COMMENCED WITHIN THE LIMITS IMPOSED BY THE APPLICABLE STATUTE OF LIMITATIONS.

8.2.1 HEALTHJOY DISCLAIMS ALL LIABILITY FOR ANY DAMAGES ARISING OR RESULTING FROM USE OF THE GENAI FEATURES OR THE CONTENT. CLIENT ACKNOWLEDGES THAT THE GENAI FEATURES MAY PRODUCE INACCURATE OR MISLEADING INFORMATION, AND THAT CLIENT IS RESPONSIBLE FOR REVIEWING AND VERIFYING ALL OUTPUT BEFORE RELYING ON IT. ANY INDEMNITIES PROVIDED BY HEALTHJOY DO NOT APPLY TO THE GENAI FEATURES OR CONTENT. THE GENAI FEATURES AND CONTENT ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. HEALTHJOY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SUITABILITY, RELIABILITY, TIMELINESS, SECURITY, ERROR-FREE OPERATION, OR ACCURACY OF THE GENAI FEATURES OR CONTENT, AND DISCLAIMS ALL WARRANTIES OR CONDITIONS (EXPRESS OR IMPLIED), INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ORIGINALITY, QUALITY, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES AND AGREES THAT ITS USE OF THE GENAI FEATURES AND CONTENT IS AT ITS SOLE RISK.

8.3 Limitation of Liability. ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT OF THE LAW, HEALTHJOY (INCLUDING ITS SERVICE PROVIDERS AND SUBPROCESSORS) SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY ORDER FORM (HOWEVER ARISING, UNDER ANY THEORY INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, CONTRACT OR STRICT LIABILITY), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR INTERRUPTED OR OTHER COMMUNICATIONS, LOST DATA, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, REGULATORY FINES, LOSS OF RIGHTS OR SERVICES AND/OR DAMAGES THAT RESULT FROM USE, INCONVENIENCE, DELAY OR LOSS OF USE OF ANY INFORMATION OR DATA OR OF THE PROGRAM OR THE SERVICES, EVEN IF HEALTHJOY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. Subject to the foregoing, for this Agreement and the Order Form/amendments for the Program and its related services hereunder, in no case shall HealthJoy's (including its service providers and subprocessors) aggregate liability during any twelve (12) month period during the term of this Agreement (the first of which shall commence on the Effective Date of the earlier to occur of this Agreement or the Order Form signature date) under any circumstances exceed the amounts actually paid to HealthJoy by Client pursuant to this Agreement during such 12-month period. The parties understand and agree that the limitation of liability set forth in this Agreement represents a reasonable allocation of risks, and each party expressly consents to such allocation. HealthJoy shall have no liability of any kind in the event Client's records or other data submitted for processing are lost or damaged.

9. MISCELLANEOUS.

9.1. Binding Agreement. This Agreement shall be fully binding upon and inure to the benefit of the legal representatives, successors in interest and permitted assigns of the Parties hereto.

9.2. Entire Agreement. This Agreement (including all order forms, attachments, and amendments that are expressly incorporated herein) constitutes the entire agreement by and between HealthJoy and Client relating in any manner to the subject matter herein, and any representation, warranty, covenant, understanding or agreement not contained or incorporated in it by reference shall be of no force or effect. This Agreement supersedes all prior proposals, discussions, writings, and any and all oral or otherwise agreements between the Parties relating to the subject matter hereof. In the event of any conflict or inconsistency between the Order and this Agreement, the Order will prevail. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. The terms in any Client purchase order, business form, online terms (i.e., click-wrap or browse-wrap), or invoicing portal will not amend or modify this Agreement and are expressly rejected; any of this documentation is for Client's own administrative purposes only and is not binding on HealthJoy.

9.3. Updates. HealthJoy may modify these terms and conditions and any incorporated terms and conditions (Privacy Policy, Terms of Use, Business Associate Agreement, Data Processing Addendum, etc.) from time to time. If HealthJoy determines in HealthJoy sole discretion that an update is material, HealthJoy will provide notice of such material change to the Client through this Site, or the customer portal, or in accordance with Section 9.5 (Notices). Any changes to this Agreement posted on this Site will be effective immediately if Client assents to such changes or for any new or renewal term, and thirty (30) days thereafter for all other clients with an existing term, except changes required by law or as necessary for use of any new products or features, which will immediately become effective to the extent necessary to comply with such law or as required to use such new products or features. If Client objects to the updated Agreement within such period in accordance with Section 9.5 (Notices), as Client's sole and exclusive remedy and without penalty, Client may choose to continue its use of the Service under the prior version of this Agreement until Client's next Subscription Term renewal and such updated Agreement will automatically apply as of the renewal term unless Client elects not to renew pursuant to the terms and conditions set forth herein or in the applicable Order Form. In any event, continued use of the Program or related services during the renewal term will constitute Client's acceptance of the version of the Agreement in effect at the time the renewal term begins or the effective date of the updates.

9.4. Assignment. Neither Party may assign the Agreement, or any rights, duties or obligations contained herein, to any other person, firm, corporation or other business entity without the prior written consent of the other Party (which consent shall not be unreasonably withheld); provided, however, HealthJoy may, without Client's consent, assign this Agreement (and any Order Form hereto) in the event of the sale of all or substantially all the assets of HealthJoy or a merger or acquisition and HealthJoy will endeavor to provide prompt notice of such assignment thereafter. HealthJoy may assign this Agreement to a third party and may subcontract all or a portion of the Program and/or services to be performed by third parties in connection with this Agreement. This Agreement shall be binding on each party's successors and permitted assigns.

9.5. Notices. Notices to Client will be deemed given upon: (a) personal delivery; (b) 3 days after sending via certified, registered mail; (c) 1 day after deposit with a globally recognized overnight courier; or (d) email to your account administrator or the contact on the Order Form. HealthJoy may alternatively provide notices to you electronically, including but not limited to through the customer portal, which shall be deemed given to you upon dispatch, including if the last email address you provided to us is invalid, or for any reason that any such notice is not capable of delivery to you. Client may update its address with notice to HealthJoy in accordance with this Section 9.5 (Notices). Client is responsible for providing HealthJoy with Client's most current email address and updating it as applicable. You may give us notice at: HealthJoy, 435 North LaSalle Drive, 4th Floor, Chicago, IL 60654. Such notice shall be deemed given when received by HealthJoy by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail at the foregoing address. All notices to HealthJoy shall include a copy sent via email to legal@healthjoy.com.

9.6. Force Majeure. HealthJoy is not liable for any delay or failure to perform any obligation under this Agreement or any Order Form due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license, or natural disaster.

9.7. Support Providers; Open Source Software. HealthJoy uses third-party hosting and other service providers (e.g., data center providers or support ticketing systems) in HealthJoy supply of the Program and related services, features, and support. To the extent HealthJoy uses in the Program, such code is governed by the terms of the applicable OSS license. To the extent required, the license for any OSS included in the Program will apply to the OSS instead of this Agreement.

9.8. Waivers and Severability. Waivers must be signed by the waiving party's authorized representative and cannot be implied. If any provision of this Agreement is held invalid, illegal, or unenforceable, it will be limited to the minimum extent necessary, so the rest of this Agreement remains in effect.

9.9. Press. HealthJoy has the right to use Client's name, logo, and project upon Client engagement and/or project completion in a press release or HealthJoy's general list of serviced customers to demonstrate HealthJoy's capabilities to third parties, including, but not limited to, press, analysts, prospective clients, and investors.

9.10. Applicable Law; Venue. This Agreement shall remain in full force and effect in accordance with, the laws of the State of Delaware, exclusive of conflict of law rules. Venue of any judicial proceeding arising from this Agreement shall be in a state or federal court located in Wilmington, Delaware (any objection to lack of personal jurisdiction in that venue is waived). EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO A TRIAL BY JURY.

9.11. Independent Contractors. The Parties are independent contractors, not agents, partners, or joint venturers. The relationship between HealthJoy and any Benefits Associate(s) shall at all times be that of an independent contractor. Nothing in this Agreement shall be construed to create any partnership, association, joint venture, or employment between the Parties.

9.12. Attorneys' Fees. If any legal action is brought for the enforcement of any provision of this Agreement, the substantially prevailing Party shall be entitled to recover reasonable attorneys' fees (including reasonable attorneys' fees for any appeal), costs and expenses in addition to any other relief to which such prevailing Party may be entitled.

9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

[End of Agreement; Exhibit 1 Follows]

HEALTHJOY CLIENT TERMS AND CONDITIONS

EXHIBIT 1 TO HEALTHJOY CLIENT TERMS AND CONDITIONS
DESCRIPTION OF PROGRAM

Updated: November 1st, 2026

Module Overview

MODULE 1: HEALTHJOY "CORE" PLATFORM
MODULE 1.1: WITH PRECEPTIQ BY HEALTHJOY
MODULE 2: TELEMEDICINE (Teladoc Health General Medical or Evo Urgent Care & Everyday)
MODULE 3: HEALTHJOY BILL REVIEW
MODULE 4: HEALTHJOY PROACTIVE STEERAGE
MODULE 5: HEALTHJOY MSK THERAPY
MODULE 5.1: HEALTHJOY MOVEMENT HEALTH & INJURY PREVENTION (MHIP)
MODULE 6: MENTAL HEALTH OR TALK THERAPY (Teladoc Health Mental Health or Evo Talk Therapy)
MODULE 7: EAP (CuraLinc)
MODULE 8: LANTERN SURGERY CARE
MODULE 9: HEALTHJOY ENROLLMENT DECISION SUPPORT
MODULE 10: HEALTHJOY WELLNESS PROGRAM
OTHER ADD-ON MODULES

MODULE 1: THE HEALTHJOY PLATFORM
(FORMERLY, THE HEALTHJOY NAVIGATION PLATFORM OR THE "CORE" PROGRAM")

The HealthJoy Platform consists of the following:

- Benefits Wallet
- Healthcare Concierge
- Rx Savings
- Appointment Booking
- Find Care
- Broadcaster

General

1. Implementation.
   1.1. **Benefit Plan Data**. Client or its designated Benefits Associate will provide HealthJoy with Client's relevant benefit plan information including, but not limited to, schedules of benefits, formulary data, provider directories, network data, national pre-authorization procedures, clinical policy bulletins and proprietary rate tables ("Plan Data") required to administer the Program, including:
      1.1.1. Plan identifying information such as carrier name, plan name and/or plan id number;
      1.1.2. Documents detailing the benefits provided to Members such as the Schedule of Benefits and/or Benefits Booklet; and
      1.1.3. Documents related to Prescription Medication Formularies and Provider Networks A more complete list will be provided upon commencement of the implementation process for the Program.
   1.2. **Member Eligibility File.** Client or Benefits Associate, as selected above, will provide the necessary Eligibility Data for each of Client's Employees and Eligible Dependents to have an account created for them within the Program. "Eligibility Data" includes, at a minimum, the name, physical address, email address and/or mobile phone number, the date of birth, gender and relevant health plan and ancillary benefit selections, of each eligible Member. The Eligibility Data shall be in a format as reasonably requested by HealthJoy.
   1.3. **Launch Process.** HealthJoy, Client and Benefits Associate will communicate throughout the period from after the contract signing and prior to launch in order to answer questions, obtain the necessary information to create the Client's instance of the Program, communicate best practices and support the Client and its use of the Program. Such communications may be in the form of emails, phone calls, video conferences and any other means of communication, to the Client and its Members. HealthJoy will provide Client with materials (which may include email templates, posters to build awareness of the program, videos of the features and functionality contained in the Program and any other materials) that help educate Members and support the Program prior to the launch date.
2. Fulfillment. HealthJoy will provide the following to Client:
   2.1. Activation email sent to the email address and/or cell phone number provided for each Member outlining the steps to activate the Member's account and access the Program.
   2.2. Toll-free numbers and app login information.

2.3. Marketing materials in digital format to use as needed with communications to Members and for HealthJoy or Third-Party Product Providers to communicate directly with Members via email and/or text (SMS). However, HealthJoy makes no representations that any such communications comply with legal disclosure requirements applicable to employee benefit plans. Any legally required disclosures relating to specific benefits in the Program are the sole responsibility of the Client.
2.4. Videos demonstrating how to use the various features included in the Program.
2.5. Reporting. HealthJoy may provide the Client and its designated Benefits Associate(s) with reporting metrics to demonstrate the utilization of the Program by Members. Reported metrics may include the number of activated members, number of telemedicine consultations (through HealthJoy provided telemedicine modules), number of providers recommended, number of facilities recommended, and number of Rx reviews completed in a given monthly period.

Health Plan Benefits Integration

Members will have access to summary information of their health plan benefits from their personal account in the HealthJoy Program (App or via the web).

a. The inclusion of benefits information is subject to information provided by Client (or its Benefits Associate, Broker/Sponsor, or TPA) to HealthJoy. Subject to receipt of such required information, HealthJoy may include information related to medical, dental, vision, ancillary benefit programs, wellness programs and FSA/HRA/I accounts in Member's account.
b. For medical plans only, Member will be able to view plan design details such as deductibles, maximum out of pockets, copayments and coinsurance amounts for medical benefits (doctor visits, labs and imaging, maternity care, mental health, etc.) and prescription benefits (pricing for the various tiers of medication on the Member's formulary).

Healthcare Concierge

Members have on-demand access via secure chat, phone, and asynchronous ticketing to experienced healthcare advisors who can assist Members that seek healthcare services and interact with providers and insurers on their behalf.

1. The services provided by HealthJoy Concierge include:
   1.1. General Benefits Assistance – answer common questions related to health plan coverage specifics, direct to relevant benefit forms when needed and provide additional education regarding the services offered by HealthJoy.
   1.2. Provider Recommendations **(Find Care)** – research and recommend physicians, dentists and other healthcare providers for needed services. HealthJoy may confirm in-network status and check appointment availability via phone prior to providing recommendation.
   1.3. Facility Recommendations **(Find Care)** – research and recommend healthcare facilities for diagnostics, labs and medical procedures. HealthJoy may confirm in-network status and request pricing information via phone prior to providing recommendation.
   1.4. **Appointment Booking** – schedule appointments for needed services with the recommended or requested providers.
   1.5. **Bill Review** – Bill Review is an add-on module. Please see below for more details.
   1.6. Healthcare Cost Guidance – assist in estimating the total cost of non-emergent medical procedures, pre-treatment.
2. Hours of Service for Concierge Chat (subject to change in HealthJoy's sole discretion):
   Monday – Friday 7:00 am – 12:00 am Central
   Saturday and Sunday 10:00am – 6:00pm Central

Prescription Medication Savings, aka Rx Savings

HealthJoy provides Members with a number of opportunities to save on their prescription medication.

1. Rx Savings Card – Members will have access to a free, easy-to-use program that provides up to 80% savings on prescription medication available at more than 70,000 pharmacies in the U.S. and may even find savings versus their health plan copayment.
2. Personalized Medication Support – The Program will guide Members to resources, information, and strategies to help reduce medication spend.
3. Healthcare Concierge – Members will have access to Healthcare Concierge to support further education and assistance in utilizing additional prescription savings programs, locating manufacturer coupons provided by pharmaceutical companies and more.

Broadcaster

This feature of the HealthJoy Platform permits a Client to "broadcast" communication to the Members via push notifications from the HealthJoy App (this is not available for Members that only use the web access at this time). Examples: Clients can remind Members of a benefit that the Members have or about open enrollment.

HEALTHJOY CLIENT TERMS AND CONDITIONS

MODULE 1.1: HEALTHJOY PLATFORM WITH PRECEPTIQ BY HEALTHJOY
PreceptIQ must be purchased in order to be available to Members.

1. Product Description
PreceptIQ by HealthJoy is HealthJoy's predictive navigation and steerage product designed to identify, anticipate, and guide Members toward high-quality, low-cost healthcare options. **PreceptIQ** combines real-time care search analytics, predictive healthcare needs profiling, and integrated financial incentive workflows to steer Members to preferred providers for high-dollar care (such as surgical procedures and advanced imaging). In the event that HealthJoy is prohibited from continuing to provide the **PreceptIQ** product and related services due to regulatory or compliance reasons, HealthJoy may terminate this **PreceptIQ** product and related services immediately with notice.

Requirements: HealthJoy and the HRA third-party partner must be able to contact Members for the **PreceptIQ** product and related services. The Find Care feature of the HealthJoy "Core" Navigation Platform must be enabled. HealthJoy's AI enabled JoyAI functionality must be enabled.

2. Integrated Health Reimbursement Account (HRA)
PreceptIQ incorporates an integrated Health Reimbursement Account ("HRA") mechanism powered by HealthJoy's third-party partner, First Dollar, Inc. ("First Dollar"). The integrated HRA allows Clients to fund and disburse financial incentives, stipends, or care-specific reimbursements to Members directly tied to guided care choices, wellness milestones, or steerage compliance. Clients will have to provide bank account information prior to launching the HRA.

3. Pass-Through Administration & Third-Party Terms
First Dollar provides the underlying platform technology, bank integration, claims substantiation, and administrative processing for all **PreceptIQ** HRA features. Client's and Members' use of the HRA component is governed by First Dollar's pass-through terms and conditions, accessible at www.healthjoy.com/legal. HealthJoy provides front-end software integration and navigation services but does not hold, manage, or directly disburse employer HRA funds or act as a financial institution. The password for the Pass-Through terms are on the Order Form or Amendment. Please contact legal@healthjoy.com if you cannot locate the password.

MODULE 2: TELEMEDICINE
Telemedicine is an add-on module that must be purchased to be available to Members.
HealthJoy resells telemedicine from its partners. If telemedicine (either Evo Everyday & Evo Everyday & Urgent Care or Teladoc Health General Medical) are purchased from HealthJoy, then Client's Members, subject to Client's specific eligibility, will have access to telemedicine.

Teladoc Health Terms and Conditions
If the Teladoc Health General Medical telemedicine add-on module was subscribed to, then the specific General Medical additional terms and conditions set forth at www.healthjoy.com/legal apply, including, without limitation, the *Third-Party Product Terms & Conditions for Teladoc Health General Medical* and, depending upon the PEPM fees, the *Virtual Care Visit Fees & Participant Fees* attachment.

Telemedicine Consultations
1. If telemedicine (Evo Everyday & Urgent Care or General Medical) is purchased through HealthJoy then the Program includes access to the telemedicine consultations with licensed physicians, nurse practitioners and other qualified personnel ("Provider") to provide patient and physician interaction, whereby the physician diagnoses the patient's ailment, recommends therapy, and if necessary and appropriate, writes a non-DEA controlled prescription; and operates within the state regulations. The Program is designed to provide Provider access in the states where telemedicine is approved, and the Members live and travel. Each Provider shall be licensed to practice medicine, technologically proficient, and covered by medical malpractice insurance having limits equal to or greater than the minimum required limits in the state where such Provider practices. The method of delivering service by the Providers under the Program may be over the telephone, Internet or any other telecommunication device or network, whether now in existence or developed during the term of this Agreement.
2. If telemedicine (Evo Everyday & Urgent Care or General Medical) is purchased through HealthJoy then the Program includes the following services:
   2.1 HealthJoy will provide the Members with unlimited access to consultations and health information services provided by a Provider. This access shall be available 24 hours per day, 365 days per year.

2.2 HealthJoy will connect Members to a Provider. The Provider shall:
- 2.2.1 Conduct a medical consult to assess the Member's medical needs; and
- 2.2.2 Based upon the medical consult, respond to the consultation request as follows:
  - 2.2.2.1 Determine that the consultation request is a life-threatening emergency and direct the Member to the nearest emergency facility;
  - 2.2.2.2 Determine that the consultation request is urgent but not a life-threatening emergency, and advise the Member how to treat the condition, prescribe medication as necessary, and make a determination whether the Member should contact or page their primary care physician; or
  - 2.2.2.3 Determine that the consultation request is not urgent and not a life-threatening emergency, advise the Member how to treat the condition, prescribe medication as necessary, and advise the Member to follow up with their primary care physician or a specialist focused on the specific medical problem.

2.3 It is understood by the Parties that HealthJoy does not exercise control or direction over the means, methods, or manner by which the Providers exercise professional judgment in the provision of medicine provided through the Program and in accordance with this Agreement. The Providers provide services based on their sole professional judgment. It is further understood that the Providers will not prescribe any Drug Enforcement Agency (DEA) controlled substances or narcotics and operates subject to state regulations. HealthJoy is not required to guarantee that the Member will receive a prescription.

2.4 Each Provider will prepare and maintain medical records in accordance with all applicable federal, state, and local laws and regulations, including the requirements of each governing board where the Provider is licensed and/or certified. All medical records pertaining to the provision of services through the Program shall be the property of the applicable Provider.

2.5 Only Members who have completed the necessary steps to create the legally mandated doctor/patient relationship (as described herein) will be eligible to receive a consultation under the Program. Those steps include:
- 2.5.1 Completing a medical history disclosure, either online or by telephone with a designated Program representative. In the event the Member fails to complete the disclosure, the Member will not have access to the Provider(s); and
- 2.5.2 Agreeing to HealthJoy's Informed Patient Consent and Release Form confirming an understanding that the Provider is not obligated to accept the Member as a patient, and that the Member's participation in the Program may be cancelled at any time without recourse by the Member.

MODULE 3: BILL REVIEW
Bill Review is an add-on module that must be purchased to be available to Members.
If purchased, then Client's Members, subject to Client's specific eligibility, will have access to Bill Review as follows:

The HealthJoy Concierge team will review Explanation of Benefits (also known as EOB) to see if claims were processed accurately and sort out coverage issues as applicable. HealthJoy Concierge team also reviews medical bills to verify accurate billing, explain charges, and help resolve billing discrepancies with healthcare providers and/or facilities.

MODULE 4: PROACTIVE STEERAGE (formerly Enhanced Navigation and formerly TPA+)
Proactive Steerage is an add-on module that must be purchased to be available to Members.
If purchased, HealthJoy's Proactive Steerage provides an integrated experience for Members that allows for HealthJoy to utilize proactive outreach to Members based on how a Client's Members use the healthcare system. HealthJoy Proactive Steerage product uses both proactive data points (i.e., insurance verification and precertification events) as well as reactive data points (i.e., claims) to provide personalized, timely outreach to Members at the moment they are making healthcare decision.

1. Implementation

1.1 During the Client's implementation of the HealthJoy Proactive Steerage product, HealthJoy and Client will work together to complete and deliver prior to the Client's Program launch date, the client steerage worksheet ("Client Steerage Worksheet"), which such Client Steerage Worksheet will detail how the Client's TPA will interact with HealthJoy as it relates to certain Member issues, including, but not limited to, how warm transferring of Member calls will occur between the TPA and HealthJoy, the responsibilities of the TPA concierge versus the HealthJoy concierge, login information to any third-party vendors needed, detail about the Member incentive structure, etc.

2. Proactive Steerage Features

2.1 Integration of the Client's Health Plan into the HealthJoy Program.
2.2 Inclusion of any Client and/or TPA incentives/disincentives for Members as part of the Client's Members medical insurance plan.
2.3 Proactive outreach via insurance verification data.
2.4 Proactive outreach via precertification data.

2.5 Integrated TPA Data, as applicable, which may include: Utilization Management Steerage, Precert/Preauth Interception, Claims-based Outreach, and single eligibility feed required Claims integration.

3. Healthcare Concierge Services. In addition to the concierge services provided as part of the HealthJoy Core Program, the HealthJoy Proactive Steerage product also provides the following concierge services:

3.1 Member Engagement – pursuant to the details included in the Client Steerage Worksheet, direct members when applicable to third-party preferred facilities identified by the Client and TPA.
3.2 TPA Interaction – pursuant to the details included in the Client Steerage Worksheet, direct and receive Members, as applicable, to/from the TPA's member services when applicable.
3.3 Care Management – pursuant to the details included in the Client Steerage Worksheet, direct Members to care management services identified by the Client and TPA when applicable.
3.4 Real-Time Transfers – pursuant to the details included in the Client Steerage Worksheet, warm transfer Members to the TPA when applicable

MODULE 5: MSK THERAPY

MSK Therapy is an add-on module that must be purchased to be available to Members.
If purchased from HealthJoy, then Client's Members, subject to Client's specific eligibility, will have access to MSK Therapy.

HealthJoy MSK Therapy is a musculoskeletal pain and dysfunction management program ("MSK Therapy") that provides a personalized, video-guided exercise program backed by a virtual coach. The goal is to help Enrolled Members self-manage their chronic pain or dysfunction through personalized exercise programs and provide one-to-one support to help them achieve their goals during the MSK Therapy.

MSK Therapy provides coach-led exercise therapy programs for members with specific areas of pain or dysfunction. This can include but is not limited to back, knee, hip, shoulder, neck, foot, and other joint pain or chronic conditions such as pelvic health disorders. Each Enrolled member will have access to their coach and tailored programming until they achieve their goals for the enrolled pain area as part of MSK Therapy, as follows:

The MSK Therapy includes a 12-month maintenance program with quarterly check-ins with their coach at the end of their program. An Enrolled Member subscription to the MSK Therapy lasts for fifteen (15) months after MSK Acceptance (as defined below).

Each Member will have the ability to take an intake survey about their health, pain and function history to apply for the MSK Therapy. This intake survey will confirm eligibility and screen for exclusion criteria. HealthJoy then reviews the survey results to verify eligibility. If deemed eligible by HealthJoy, it will be considered an "MSK Acceptance." To be eligible for the MSK Therapy, a Member must have self-reported chronic pain or chronic symptoms, and not have some other health issue that may disqualify him/her, such as, but not limited to, having: (1) a condition where they have not been cleared for exercise by their physician, (2) physician-diagnosed structural issues (such as moderate to severe spinal stenosis, multilevel disc herniations, multilevel spinal fusion), or (3) if the answers to the intake survey indicate a structural issue even though there is no formal diagnosis, such as marked numbness and tingling or radiating pain down their legs.

Accepted Members are contacted by their assigned coach to schedule an introductory call and introduce the member to the MSK Therapy. Enrolled Members can access MSK Therapy through the HealthJoy app on their smartphone, as well as via a computer or other internet-connected device at the proper web address. Coaches and Enrolled Members can then communicate, and schedule further calls to discuss exercises, exercise form, progress, modifications, or any other relevant information. Coaches may follow up with the Enrolled Member as needed via email, call, text, or other media to aid adherence to the MSK Therapy.

(Any references to app feature or wallet features are dependent on the Client purchasing the HealthJoy Platform) HealthJoy will provide Client with brochures and app features to build awareness amongst its Members. Each virtual wallet will include a MSK Therapy wallet card and menu button that provides an overview of the available exercise therapy programs and how to apply.

Throughout the year, Members searching for relevant services such as Chiropractic or Physical Therapy will be reminded by the HealthJoy app that they have access to MSK Therapy.

More specifically, MSK Therapy includes the following features and functionality:

1 Mobile Application Features

1.1 Benefits Wallet Card – Contains overview of MSK Therapy, a button linking to a public web page with more information on the MSK Therapy, and a button to take the intake survey (if they have not yet

done so) or continue to their web page for the MSK Therapy (assuming the Member has been accepted into the program).

1.2 Inbox Card – Contains overview of the MSK Therapy, a button to take the intake survey (if they have not yet done so) or continue to their web page for the MSK Therapy (assuming the Member has been accepted into the program).

1.3 Menu Button – Links to a web page that contains an overview of MSK Therapy, a button linking to a public web page with more information on the program, and button to take the intake survey (if they have not yet done so) or continue to their web page for the MSK Therapy (assuming the Member has been accepted into the program).

1.4 Custom Messaging – When Members search for a potentially eligible service, the app may remind them that they have access to the MSK Therapy. Outbound messaging reminders may also be sent to educate Members on the MSK Therapy.

2 Concierge Services. The HealthJoy concierge team will be trained on the specifics of the MSK Therapy.

2.1 For requests where MSK Therapy may be a suitable alternative, HealthJoy Concierge may inform and educate Member on the MSK Therapy.

3 MSK Therapy Web Page/App Features

3.1 Accessibility – The MSK Therapy can be accessed through the HealthJoy mobile application or online at MSK.healthjoy.com (the "MSK Portal").

3.2 Profile Page – The MSK Portal shows the Accepted Member's assigned exercises and their progression through each week and month, an area to rate their satisfaction and current pain or take a longer survey when appropriate, their coach's contact information and a link to schedule a call.

3.3 Programs Page – The MSK Portal provides Accepted Members with the ability to view current assigned exercises and progression through each week or see completed exercises, ability to play each exercise video.

3.4 Exercises Page – The MSK Portal provides Accepted Members with the ability to watch an instructional video or read step-by-step instructions with key tips or notes for each exercise.

4 Coaching Services

4.1 Personal Coach – Enrolled Member will have access to a dedicated, personal coach via video call, phone, email, and text message. The Enrolled Member can contact the coach via telephone, email, video chat or schedule a time with their coach via a calendar inside the MSK Portal. Future functionality will include communication through the MSK Portal.

4.2 Qualifications – Coach experience includes Doctor of Physical Therapy and practicing Physical Therapist, Physical Therapy Assistants with several years of clinical experience, and Health Coaches or other professionals skilled in behavior change and how the Musculoskeletal system works.

4.3 Responsibilities – Coaches are responsible for ensuring member satisfaction and outcomes, which often come down to ensuring adherence to their exercises. Below is a list, subject to change, for how Coaches assist their members:

4.3.1 Welcome email to schedule an introductory call (video or phone) and provide access to the MSK Portal.

4.3.2 Introductory call to review the program, understand the member's unique circumstances and motivation, and create a plan and excitement for adherence.

4.3.3 Optional weekly or ad hoc calls to review exercises, make exercise modifications, or adjust programming where needed.

4.3.4 Weekly communication to ensure adherence.

4.3.5 Monthly communication to ensure the respective member is completing a progress survey.

4.3.6 Using the Coach Platform data tools to monitor adherence and progress

4.4 Coach Platform – Coaches have access to the following data for their own members to monitor progress and adherence and identify who needs more support:

4.4.1 Login history

4.4.2 Survey history

4.4.3 Pain history

4.4.4 Satisfaction history

4.4.5 Function history

4.5 Coaches will have five (5) structured interactions with each Enrolled Member as follows:

4.5.1 Introductory Call, scheduled immediately after the member is accepted into the program and before they start Week 1.

4.5.2 Week 1 check-in / Week 2 prep call – Scheduled for 1 week after the introductory call-in order to ensure the member completed the first week, is still bought in, and understands the 2nd week.

4.5.3 Week 4 check-in call – scheduled for after the member has completed their 3rd and/or 4th weeks of the program, designed to ensure buy-in is maintained and ensure the member submits a monthly survey.

4.5.4 Week 9 check-in call – scheduled for after the member has completed 8 weeks of the program and takes a survey.

4.5.5 Exit Call – scheduled for after the member completes 12 weeks or has achieved their goal and is ready to graduate from the program.

4.6 Coaches will also have multiple ad hoc, unstructured interactions with Enrolled Members. Such ad hoc, unstructured interactions may, but are not limited to, include additional calls at the member's request, texts from the coach, emails from the coach, etc. Enrolled Members should expect at least 1 to 2 contacts per week from the coach.

5 Reporting. HealthJoy shall provide Client with quarterly reports of Enrolled Member's usage of the MSK Therapy program.

5.1 Applicants – HealthJoy will track the number of Members who have completed an intake survey to participate in MSK Therapy.

5.2 Enrolled Members – HealthJoy will track the total number of Enrolled Members.

5.3 Active Participants – HealthJoy will track the number of currently active Enrolled Members, as defined by Enrolled Members who have done one (1) of the following criteria (subject to change): (i) completed twelve (12) weeks of the MSK Therapy Program, (ii) verbally said they are done and ready for the maintenance portion of the MSK Therapy Program, (iii) verbally said they have dropped out of the MSK Therapy Program, (iv) have not logged in for three (3) months after their intake call), or (v) marked as having dropped out by the coach.

5.4 Adherence Rate – HealthJoy will track the number of Enrolled Members who have completed each week (weeks 1 through 12) of the MSK Therapy Program divided by the aggregate of the number of Enrolled Members who are still active in the MSK Therapy Program and completed the corresponding week that is being measured plus the number of Enrolled Members who have graduated from the MSK Therapy Program plus the number of Enrolled Members who have dropped out of the MSK Therapy Program. For sake of clarity, this will not be reported on weekly, but when reported, will be for specific weeks within the MSK Therapy Program.

5.5 Enrolled Member Satisfaction – HealthJoy will track the average Enrolled Member satisfaction for the MSK Therapy as rated from 0 to 10.

5.6 Average Pain Reduction – HealthJoy will track the average change in self-reported pain through the MSK Therapy as rated from 0 to 10.

5.7 Average Function Improvement – HealthJoy will track the average change in self-reported function through the MSK Therapy as rated from 0 to 10.

5.8 Average Depression/Anxiety Reduction – For each Enrolled Member that completes the MSK Therapy Program, HealthJoy will conduct an intake and monthly surveys (GAD-7 and PHQ-9, respectively) and average the differences between the starting score and the ending score.

5.9 Average Surgery Likelihood Reduction – HealthJoy will track the average change in self-reported likelihood to get surgery as rated from 0 to 10.

5.10 Completion Rate – HealthJoy will track the percentage of Enrolled Members who have either completed 12 weeks or achieved their goal and told the coach they were done with the MSK Therapy Program, divided by the number of Enrolled Members who have had a chance to complete all 12 weeks of the MSK Therapy Program.

5.11 Average Productivity Improvement – For each Enrolled Member that completes the MSK Therapy Program, HealthJoy will conduct an intake and monthly surveys and report on the differences between the intake survey and monthly survey in terms of percentage of work missed by the Enrolled Member per week due to back pain. For example, this metric would show that an Enrolled Employee was missing 4 hours of work per week at the commencement of the program and at the end, the Enrolled Member is missing 0 hours of work per week, which resulted in a ten percent (10%) improvement.

5.12 Program Savings – HealthJoy incorporates each participant's prior care and current care intentions to determine the participant's savings potential (a participant's "Program Savings"). If a participant achieves clinically significant improvement, recognized as 30% or more improvement in pain, then the Program Savings is 'realized.' HealthJoy sums the realized savings values to determine the Total Savings. Based on the HealthJoy intake survey, participants and their savings potentially fall into three levels as follows:

5.12.1 Low Cost: Participants who indicate no intention for surgery and whose prior care is non-invasive (physical therapy or chiropractic) are the likely lowest cost claimants. The MSK Therapy Program is used as a substitute for physical therapy. The average cost of physical therapy for chronic pain is $1,800, so these Participants are assigned a Program Savings of $1,800.

5.12.2 Medium Cost: Participants who had received prior care more expensive and/or invasive than physical therapy or chiropractic, including one or more of injections, imaging, surgery, overnight hospital stay, office visit with a doctor, or an emergency or urgent visit, but indicate

no intention to get future surgery have already cost the plan significant money and are potentially high-cost claimants. Summing up the average course of care for this bucket (PCP visit, Orthopedist visit, MRI, Injections, PT visits), these Participants are assigned a Program Savings of $4,000.

5.12.3 High Cost: Participants who indicated a greater than zero intention for surgery are likely high-cost claimants. HealthJoy takes the difference in the Participant's starting and ending surgery likelihood and multiply by an average surgery cost of $40,000 to determine the Program Savings for that Participant. For example, if the Participant started at 20% likelihood for surgery and ended at 0%, that would be (20%-0)*$40,000 = $8,000 in Program Savings. This Participant population reflects that 70+% of an employer's musculoskeletal spend is driven by people getting surgery.

5.12.4 In the event an Enrolled Member is non-responsive by not providing answers to HealthJoy regarding pain improvement or changes to intention for surgery, the Enrolled Member will be assigned a $0 Program Savings.

5.12.5 The above Program Savings amounts can be adjusted by HealthJoy, in its sole discretion, to align with changes in healthcare costs.

5.13 Reporting Metrics available at Month 2-3, depending on how quickly the first member enrolled.

6 Marketing

6.1 Brochures, App Messages, Emails

MODULE 5.1: MOVEMENT HEALTH & INJURY PREVENTION

Unless stated otherwise in an Order Form or amendment, HealthJoy Movement Health & Injury Prevention is an add-on module that can be included with MSK Therapy for additional fees when MSK Therapy is on a per Enrolled Member Fee (when MSK Therapy is purchased on a PEPM basis, the Movement Health & Injury Prevent features are included).

This add-on module is for individuals who do not have chronic pain or dysfunction but want to take action for their physical wellbeing.

If HealthJoy Movement Health & Injury Prevention is purchased from HealthJoy, then Client's Members, subject to Client's specific eligibility, will have access to HealthJoy Movement Health & Injury Prevention.

Movement Health & Injury Prevention provides a personalized, video-guided exercise program for a variety of musculoskeletal needs within an employee population. The goal is to help participants address any concerns early before they become chronic, improve and maintain their musculoskeletal health, and prevent injury through exercise programs tailored to their needs.

Movement Health & Injury Prevention provides expert-developed exercise and movement programs that may include but is not limited to the following needs:

- Job-Specific Injury Prevention - Sedentary professions, dental and other healthcare workers, moderate to heavy physical labor, truck drivers, professions that primarily involve standing, and more
- Movement Health and Wellness - Multiple levels for core conditioning, lower body health, upper body health, and full body mobility and stretching
- Childcare-Related Health - Preparing one's pelvic floor for childbirth, exercises for women who have given birth, body mechanics and strengthening for parents to hold their children
- Fall Prevention and Bone Density - Programs for aging adults, adults concerned about their balance, those concerned about bone density loss, or individuals taking GLP-1s that may cause muscle and bone density loss
- Sport-Related Strength and Longevity - Running conditioning, Golf and racket sports, or general athletics programming
- Diabetes Exercise Support - Companion program for those managing diabetes to help build healthy movement into their lifestyle

Movement Health & Injury Prevention participants will have access as long as their employer offers the product and the necessary fees are paid.

HealthJoy Members indicating no history of chronic pain will have the ability to take an intake survey about their goals and prior history to use the Movement Health & Injury Prevention product. Based on the Member's answers, the Member will then be assigned the program that best meets their needs in addition to receiving up to two other tailored program recommendations. Movement Health & Injury Prevention participants can view the broader Program Library at any time and leverage other programs beyond what was recommended based on their survey. While one-on-one coaching is not part of Movement Health & Injury Prevention,

participants can provide requests or feedback to our coaching team. Coaches may follow up with the Participant as needed via email, call, text, or other media to assist the Participant. Movement Health & Injury Prevention Participants can access their programming through the HealthJoy Program on their smartphone, as well as via a computer or other internet-connected device at the proper web address.

MODULE 6: MENTAL HEALTH OR TALK THERAPY

Mental Health/Talk Therapy are add-on modules that must be purchased to be available to Members.

HealthJoy resells mental health and talk therapy telehealth from its partners. If mental health and talk therapy (either Evo Talk Therapy or Teladoc Health Mental Health) is purchased from HealthJoy, then Client's Members, subject to Client's specific eligibility, will have access to behavioral or mental telehealth.

Teladoc Health Terms and Conditions

If the Teladoc Health Mental Health add-on module was subscribed to, then the specific Mental Health additional terms and conditions set forth at www.healthjoy.com/legal apply, including, without limitation, the *Third-Party Product Terms & Conditions for Teladoc Health Mental Health Program* and, depending upon the PEPM fees, the *Virtual Care Visit Fees & Participant Fees* attachment.

Talk Therapy Telehealth Consultations

1. Evo Talk Therapy is a separate, add-on module for the HealthJoy Program.
2. HealthJoy also offers access to counselors, clinical social workers, marriage therapist, family therapists and equivalent personnel that have undergone a credentialing process based upon guidelines by the National Committee for Quality Assurance (NCQA) ("Therapists"). The Therapists interact with Members and conduct ongoing therapy based on the issues that the Member wants to discuss. The method of delivering the therapy by the Therapists may be over the telephone, Internet or any other telecommunication device or network, whether now in existence or developed during the Term.
3. Evo Talk Therapy includes the following services:
   - 3.1 HealthJoy will provide the Members with unlimited access to Evo Talk Therapy provided by NCQA-credentialed Therapists.
   - 3.2 HealthJoy will connect Members to a Therapist. The Therapist shall:
     - 3.2.1 Conduct a consult to assess the Member's concerns and Evo Talk Therapy needs; and
     - 3.2.2 Based upon the consult, respond to the consultation request as follows:
       - 3.2.2.1 Determine that the consultation request is a life-threatening emergency, and direct the Member to the nearest emergency facility;
       - 3.2.2.2 Determine that the consultation request is urgent but not a life-threatening emergency, and advise the Member how to receive ongoing treatment for the concern discussed, and make a determination whether the Member should continue with ongoing consultants; or
       - 3.2.2.3 Determine that the consultation request is not urgent, not a life-threatening emergency and is an isolated concern, advise the Member how to address the concern if it arises again, and advise the Member to follow up with their primary care physician or a specialist.
     - 3.2.3 It is understood by the Parties that HealthJoy does not exercise control or direction over the means, methods, or manner by which the Therapists exercise professional judgment in the provision of Evo Talk Therapy provided through the Program and in accordance with this Agreement. The Therapists provide services based on their sole professional judgment.
     - 3.2.4 Each Therapist will prepare and maintain medical records in accordance with all applicable federal, state, and local laws and regulations, including the requirements of each governing board where the Therapist is licensed and/or certified. All medical records pertaining to the provision of services through the Program shall be the property of the applicable Therapist.

MODULE 7: EMPLOYEE ASSISTANCE PROGRAM (EAP)

CuraLinc EAP is an add-on module that must be purchased to be available to Members. Sessions are sold per issue per employee per year, as set forth on the applicable ordering document (Order Form, Client Agreement, amendment, etc.). Please note that due to applicable California law, Members residing in California are limited to 3 sessions per 6-month period.

HealthJoy resells EAP from its partner, CuraLinc Health. If EAP is purchased from HealthJoy, then Client's Members, subject to Client's specific eligibility, will have access to EAP as follows and HealthJoy's partner will provide the following services:

1. Provide on-going consultation for the Client, to include the overall design, development, implementation, and management of the Employee Assistance Program.
2. Provide telephonic access to the EAP 24 hours/day, seven days/week, 365 days/year.

3. Provide an intake assessment including, but not limited to, gathering psychosocial history including presenting problem, treatment history and substance abuse history; completing a risk assessment of the Employees and their EAP eligible beneficiaries and dependent ("CIEBD"); and determining the appropriate level of care.
   - 3.1 If the presenting issue can be resolved within the framework of the EAP's short-term counseling model, HealthJoy or CuraLinc will provide clinical consultation and individual case management to Client and their CIEBDs, which will include:
     - 3.1.1 Crisis counseling of Employees and family members.
     - 3.1.2 Assessment, short-term counseling (up to number of sessions per presenting issue per employee per year set forth on the applicable ordering document) and/or referrals.
     - 3.1.3 At the CIEBD's discretion, such counseling sessions may be delivered either in-person or via the EAP eConnect® platform.
     - 3.1.4 Post-case referral to an appropriate professional or helping agency.
     - 3.1.5 Follow-up on each case to determine success of the rehabilitation process or need for further assistance.
   - 3.2 If the initial assessment reveals that treatment is required beyond the scope of the EAP, the case manager will provide the CIEBD with appropriate referrals for mental health or substance abuse providers or facilities that are in the CIEBD's benefit plan network.
     - 3.2.1 HealthJoy or CuraLinc will verify the CIEBD's eligibility.
     - 3.2.2 HealthJoy or CuraLinc will educate the CIEBD regarding the upcoming sequence of events.
     - 3.2.3 HealthJoy or CuraLinc will give the CIEBD names of in-network providers that are appropriate for their condition, based on their need.
4. Liaise between Client and all treatment facilities that serve Client Employees referred through the EAP module in the areas of psychological health and chemical dependency.
5. Assist in the internal promotion of the program, including information dissemination sessions, preparation of pamphlets, wallet cards, draft letters to the family, posters, and master copies of newsletters. However, HealthJoy or CuraLinc shall not be responsible for any legally required disclosures.
6. Provide program evaluation and quarterly utilization and program activity reports so that Client can track the utilization and performance of the Program.
7. Provide Work/Life services as described below:
   - 7.1 **Legal Assist Services and Materials:** Each employee/family member is entitled to telephonic legal services and in-person legal services as described below at no cost for the initial consultation. All additional costs following the consultation will be identified by the attorney in the retainer agreement, which must be agreed to in advance by the employee, who is solely responsible for payment. Excluded services are any matters involving current or prior work-related issues of the eligible employee or dependents, or any issues related to Client. Unlimited access to web-based legal assist services is also available on the EAP website.
     - 7.1.1 Telephonic Legal Services: The CIEBD will have access to an attorney who: (i) has been licensed to practice law in the forum state for at least ten years; (ii) has no public record of non-administrative discipline within the last ten years; and (iii) carries malpractice insurance. The attorney shall provide, via telephone, at no cost to the CIEBD, up to one-half hour of time to answer general questions of law according to the applicable state law.
     - 7.1.2 In-Person Legal Services: The CIEBD will be permitted to have one-half hour office consultation at no-charge from an attorney or law firm that: (i) is duly licensed to practice law in the CIEBD's forum state; (ii) has a managing or operating partner with a minimum of five years' experience from the date admitted to the bar of the forum state; and (iii) has not been convicted of any felony or crime involving moral turpitude, been the subject of any non-administrative public discipline in any jurisdiction, or been the subject of a malpractice action or judgment. The no-cost consultation is limited to once per presenting issue.
   - 7.2 **Integrated Identity Recovery Program** – Each CIEBD is entitled to one (1) 30-minute telephone consultation with a Certified Consumer Credit Counselor at no cost. In this consultation, the professional will work with employee/family member to objectively assess their situation, create an action plan, and provide the knowledge and tools to implement that plan most effectively. Cost for any of these additional services will be the sole responsibility of the employee. The no-cost consultation is limited to once per presenting issue.
   - 7.3 **Financial Assist Services** – Each CIEBD is entitled to one (1) telephone consultation with a financial planner or budget specialist at no cost. The result of the consultation may result in further activities including, but not limited to mailing of a budget development package, debt consolidation follow-up, investment planning and, in some cases, referral to an attorney or to the EAP. Any additional work requested of the financial planner or budget specialist will be provided at a 25% discount off regular hourly rates when a financial planner or budget specialist is actually retained. Tax preparation for the 1040 and State return is available telephonically to each member by a financial planner or budget

specialist at a preferred rate reduction of 25% from the financial planner or budget specialist's normal fee. Cost for any of these additional services will be the sole responsibility of the employee.

7.4 **Child Care Resource and Referral Services** – Each CIEBD is entitled to unlimited access to referral services, mapping and reference library materials including telephonic consultation to assess need, financial ability, geographic limitations, facility/provider credentials and licensure and unlimited access to information materials offered through the EAP module. It is understood that the selection of a facility/provider is the responsibility of the employee. Listing of said materials to be provided to CIEBD by HealthJoy or CuraLinc and/or available through the EAP module.

7.5 **Elder Care Resource and Referral Services** – Each CIEBD is entitled to unlimited access to referral services, mapping and reference library materials including telephonic consultation to assess need, financial ability, geographic limitations, facility/provider credentials and licensure and unlimited access to information materials offered through the EAP module. It is understood that the selection of a facility/provider is the responsibility of the employee. Listing of said materials to be provided to CIEBD by HealthJoy or CuraLinc and/or available through the EAP module.

7.6 **Convenience Resource and Referral Services** – Each CIEBD is entitled to unlimited telephone consultation on enhanced services/convenience services that include, but are not limited to, diet and nutrition, smoking cessation, clubs/associations, kennels/pet care, relocation services, home repair, automobile services, etc. Costs associated with membership and retention of services will be the sole responsibility of the employee or family member.

8. Create and provide an EAP web portal customized for Client that includes, but is not limited to, information, articles, resource search engines, audio and video files, "how-to" guides, and online educational and training seminars.
9. Create and provide access to the EAP mobile app that is customized for Client, which includes, but is not limited to, contacting the EAP via call or text, a description of Client's EAP, and a form to request additional information from HealthJoy or CuraLinc.
10. **Worksite Services as described below.** For purposes of this Section 10, "Worksite Services" refers to Critical Incident Stress Management Services, Benefit Training or Topical Training that is delivered by HealthJoy or CuraLinc at the worksite(s) of Client.

10.1 At no additional cost to Client, HealthJoy or CuraLinc will provide Client with one (1) hour of Worksite Services per 250 U.S. covered employees per year.

10.2 At additional cost to Client and only at Client request, additional in-person topical or benefit training sessions, beyond the aforementioned allocation, are available for $225.00 per hour.

10.2.1 Additional fees may apply if the session is not scheduled with HealthJoy or CuraLinc at least 45 days before the event.

10.2.2 Client will be responsible for the cost of an in-person training session if a notice to cancel is not provided to HealthJoy within 48 hours of the event.

10.2.3 Topical or benefit training to a Client outside of the U.S. is not included within the aforementioned allocation. Topical or benefit training will be priced on a per event basis and must be requested at least thirty (30) days before the event.

10.2.4 Travel expenses are the responsibility of Client and must be pre-approved by Client prior to the event(s).

10.2.5 Fees include localization and translation.

10.3 Level I Crisis Intervention: Acute post-traumatic stress is a normal reaction in a normal person to an abnormal event. The most widely used intervention in a critical incident is one-on-one individual intervention. While debriefings are very important to work groups of victims and witnesses, most Employees choose to talk to a critical incident counselor separately. The cost of a Level I Critical Incident response is included in CuraLinc EAP services.

10.4 Level II Critical Incident Defusing: A defusing is aimed at the core work groups that are victims or witnesses of the incident. Defusing provided at the right time may lessen the need to do a full debriefing. Employees are often in crisis and may be more open to help. Follow-up services are always necessary after a defusing to assure that Employees are managing stress adequately. At additional cost to Client and only at Client request, the cost of a Level II Critical Incident response within the U.S., beyond the aforementioned allocation, is $225.00 per EAP provider per hour. Additional fees may apply if a response is scheduled with less than 24 hours' notice.

10.4.1 Client will be responsible for the cost of a Level II Critical Incident response if a notice to cancel is not provided to HealthJoy within 48 hours of the event.

10.4.2 Level II Critical Incident Defusing outside of the U.S. is not included within the aforementioned allocation. Level II Critical Incident Defusing will be priced on a per event basis.

10.5 Level III Critical Incident Stress Debriefing: The Critical Incident Stress Debriefing is conducted in a small group meeting (group size of less than 20 participants is ideal, over 20 limits the opportunity for everyone to share). It is a discussion about the critical incident or traumatic event. This structured group setting gives Employees the opportunity to discuss their thoughts and emotions about the incident in a

controlled, structured rational manner. At additional cost to Client and only at Client's request, the cost of a Level III Critical Incident response within the U.S., beyond the aforementioned allocation, is $225.00 per EAP provider per hour. Additional fees may apply if a response is scheduled with less than 24 hours' notice.

10.5.1 Client will be responsible for the cost of a Level III Critical Incident response if a notice to cancel is not provided to HealthJoy within 48 hours of the event.

10.5.2 Level III Critical Incident Debriefing outside of the U.S. is not included within the aforementioned allocation. Level III Critical Incident Debriefing will be priced on a per event basis.

11 At additional cost to Client and only at Client's request, any additional onsite services will be provided for $225.00 per hour.

MODULE 8: LANTERN SURGERY CARE

The Lantern Surgery Care is an add-on module that must be purchased in order to be available to Members. *HealthJoy resells the Lantern Surgery Care from its partner, Lantern Specialty Care. If the Lantern Surgery Care add-on module was subscribed to, then the specific Lantern Surgery Care Client Pass-Through Terms and Conditions set forth at www.healthjoy.com/legal apply.*

MODULE 9: HEALTHJOY ENROLLMENT DECISION SUPPORT – EMPLOYEE ONLY

The HealthJoy Enrollment Decision Support is an add-on module that must be configured to be available to Members. *If the HealthJoy Enrollment Decision Support add-on module is subscribed to then Client's Administrator and Client's Eligible Employees, subject to Client's specific eligibility and configuration, will have access to the Enrollment Decision Support add-on module as follows:*

Product Description

HealthJoy Enrollment Decision Support is an AI-assisted benefits plan selection tool that guides Employees through a personalized enrollment analysis prior to finalizing elections in their employer's (the Client's) benefits administration ("BenAdmin") system. HealthJoy Enrollment Decision Support does not replace or connect to the Client's BenAdmin platform. Employees finalize all benefit elections in their existing enrollment system. HealthJoy Enrollment Decision Support functions as a decision-support layer preceding that step. HealthJoy Enrollment Decision Support is an educational tool. Employees finalize elections in the Client's selected platform for enrollment.

The HealthJoy Enrollment Decision Support Client-side workflow begins with the Client's HR administrator (or broker, if authorized by the Client) uploading benefits plan documents (e.g., PDFs) and optional supplemental plan data to the HealthJoy Client dashboard. The Client configures strategy levers (such as Medicare steerage, spousal surcharge logic, and other plan incentives) and then activates HealthJoy Enrollment Decision Support for Employees, which goes live for supported enrollment events including open enrollment, new hire onboarding, and qualifying life events. The configuration of HealthJoy Enrollment Decision Support must be completed at least 2 months prior to the launch of the Program and other ancillary product modules.

The Employee-facing experience proceeds as follows: the Employee accesses HealthJoy Enrollment Decision Support through the HealthJoy web experience and is guided by a structured questionnaire covering expected healthcare needs for the coming year, household composition, current prescription medications, and financial considerations relevant to ancillary benefit elections. If the Employee has prior HealthJoy usage history, accumulator data, claims information, and prior health goal responses may pre-populate portions of the questionnaire to streamline the experience.

Based on Employee inputs, HealthJoy's AI engine generates plan recommendations across all available benefits (not limited to medical), including actuarially based calculations of estimated total annual cost per plan option tailored to the Employee's specific anticipated utilization, alongside clear rationale for each recommendation. HSA and FSA contribution recommendations are also provided, incorporating projected healthcare utilization and household financial considerations.

At the conclusion of the HealthJoy Enrollment Decision Support flow, the Employee receives a 'Shopping List', a clear summary of recommended benefit elections, with a direct link to the Client's Benefit Admin system to finalize. HealthJoy does not submit elections on the Employee's behalf.

Key Enrollment Decision Support Sub-Features

Spousal Plan Comparison

An Employee may upload a PDF of their spouses or domestic partner's employer-provided benefits guide. HealthJoy's AI engine parses the uploaded document and generates a real-time side-by-side cost comparison

between the Employee's available plans and Employee's spouse's employer's available plans. This feature is particularly relevant to employers with spousal surcharges, as it provides Employees with the information needed to evaluate whether maintaining a spouse on the employer plan or migrating to the spouse's plan is more cost-effective. This HealthJoy Enrollment Decision Support sub-feature is dependent upon HealthJoy timely receiving and processing third-party employer plan documentation uploaded by the Employee.

Medicare Steerage
For Employees who may be Medicare-eligible based on their questionnaire responses, EDS may identify eligibility indicators and provides guidance about whether transitioning to Medicare coverage may be advantageous relative to the Client-sponsored plan. This HealthJoy Enrollment Decision Support feature is configured by the Client through the strategy levers in the HealthJoy Client dashboard.

365-Day Personalization
Employee-entered data from HealthJoy Enrollment Decision Support, including household composition, health profile information, benefit elections, and financial inputs, is stored by HealthJoy (with Employee consent) and used to inform personalized in-app experiences and outbound communications throughout the full plan year. This ongoing data utilization is a core design feature of HealthJoy Enrollment Decision Support.

Data Collection and Handling
HealthJoy Enrollment Decision Support collects substantial personal, household, and financial data, including health conditions, anticipated healthcare utilization, current prescription medications, household composition (including dependents), and financial considerations for ancillary benefit elections. For Employees who upload a spouse's benefits guide, HealthJoy also processes a third party's employer-provided plan documentation. All data collected during HealthJoy Enrollment Decision Support is stored by HealthJoy and used to personalize ongoing Employee (and potentially dependent Members) communications and in-app experiences for the plan year. HealthJoy Enrollment Decision Support data also integrates with HealthJoy's existing accumulator and health profile data where available.

MODULE 10: HEALTHJOY WELLNESS PROGRAM - EMPLOYEE AND/OR MEMBER AVAILABILITY
The **HealthJoy Wellness Program** is an add-on module that must be configured to be available to Members.
If the HealthJoy Wellness Program add-on module is configured by Client (or its broker on the Client's behalf), then Client will be subscribed to the Wellness Program and Client's Eligible Employees and/or Members, subject to Client's specific eligibility and configuration, will have access to the HealthJoy Wellness Program add-on module as follows:

The Wellness Program is an umbrella add-on module that consolidates the administrative and Employee/Member-facing components of Client-directed incentives, whether for wellness or high-cost care, into a single product suite accessed through the existing HealthJoy App and the HealthJoy Platform Client dashboard.

Product Description. The Wellness Program enables Clients to configure, launch, and administer a wellness incentive program for their Employees and/or Members (dependent upon the Client's configuration) entirely within the HealthJoy Platform, without requiring a separate vendor, portal, or login for Members. Clients configure the Wellness Program through the HealthJoy Platform Client dashboard. Configuration parameters include program name, program dates, incentive type, eligible activities, and the verification method applied to each activity.

The Wellness Program is surfaced to configured Employees or Members through a wellness card that appears in each Employee/Member's HealthJoy Wallet alongside existing insurance cards and benefit information; no separate application or login is required. Employees/Members receive personalized nudges toward outstanding activity requirements through HealthJoy's existing steerage and communications engine, which draws on each Employees/Member's individual health profile and outstanding activity requirements.

Program Structure Options. Clients may configure the Wellness Program in the following formats for Employees only or for Members (Employees and Dependents):

- Activity-based programs: Employees/Members complete defined health activities to qualify for an incentive.
- Points-based programs: Employees/Members accumulate points across multiple activities, qualifying for an incentive upon reaching a defined threshold or defined thresholds.
- More formats may be coming.

The configuration of the Wellness Program module can be configured at any time by Client and can go live the same day.

Incentive types include HSA contributions, FSA contributions, premium discounts, and other employer-determined compensation mechanisms. HealthJoy does not fund, process or transfer incentive payments; all payouts are administered by the Client through its own payroll, premium, HSA provider, or other vendor.

The Wellness Program is a HealthJoy provided technology tool to enable all different clients with varying health plans to configure a wellness program that works best for each client, employee and dependent population, within the parameters of their plan and compliance requirements. To ensure compliance with all applicable laws and regulations for wellness programs, it is recommended that Clients obtain compliance advice from its compliance advisor/attorney. Wellness incentive payouts may constitute taxable compensation to Employees/Members and Client is fully responsible and liable for the tax consequences of any wellness incentive offered and provided; HealthJoy bears no responsibility for the tax consequences of wellness incentive receipt may be warranted. HealthJoy does not provide legal/compliance advice.

Activity Verification Methods. Each activity in a Wellness Program may be assigned one of four verification methods:

- Self-attestation: the Employees/Member confirms completion within the HealthJoy App. Suitable for lower-stakes activities.
- Proof upload: the Employees/Member uploads supporting documentation (e.g., a PCP visit affidavit or lab results) within the HealthJoy App.
- HealthJoy auto-verification: for activities HealthJoy can track natively, such as app download, telemedicine enrollment, account activation, completion of a navigation request, or enrollment in a "Care Coordination Management" program.
- Employer file upload (client-side data import): the Client uploads a list of completing Employees/Members from an external data source, and HealthJoy marks those Employees/Members as complete automatically.

Reporting and Payout. HealthJoy generates an HR-ready export report from the Client dashboard. The report identifies Employees/Members who have achieved their Wellness Program goal(s) and can be downloaded at any time during the Wellness Program configured period. The Client processes the incentive payout through its own process, such as via payroll, premium, or HSA system. Client Administrators can view individual Employees/Member completion status within the dashboard for Wellness Program administration purposes.

Data Collection and Handling. HealthJoy collects and stores Employees/Member-level wellness activity completion data. Depending on the verification method selected, this data may include Employees/Member-uploaded health documents (e.g., affidavits of PCP visits, lab results), Client-provided claims data matched to individual Employees/Members, and auto-tracked behavioral data generated by Employees/Member use of the HealthJoy Platform. Wellness activity completion data is integrated into each Employees/Member's health profile within HealthJoy and informs personalized ongoing communications.

OTHER ADD-ON MODULES AND DETAILS

1. Some Program modules require a consultation or participation fee. Refer to the Virtual Care Visit Fees & Participant Fees attachment at www.healthjoy.com/legal.
2. If you are subscribed to an add-on module not identified above, then the additional terms and conditions applicable to that add-on module may be set forth at www.healthjoy.com/legal, including, without limitation, the Third-Party Product Terms & Conditions for add-on modules not described above and the Virtual Care Visit Fees & Participant Fees attachment referenced above.
3. As part of the Program, HealthJoy may offer other health-care related services for its third-party Benefits Associates. All such services will be made available on an opt-in basis for Members.
4. Services provided by HealthJoy's partners may be further described www.healthjoy.com/legal or on the provider's own website.
5. HealthJoy will make commercially reasonable efforts to negotiate savings on behalf of Members. HealthJoy does not make any promise or guarantees regarding the outcomes of such negotiations.

[End of Exhibit 1]