**EXHIBIT 1 TO HEALTHJOY CLIENT TERMS AND CONDITIONS**
**DESCRIPTION OF PROGRAM**

**Updated: November 1st, 2026**

**Module Overview**

**MODULE 1: HEALTHJOY "CORE" PLATFORM**
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**MODULE 4: HEALTHJOY PROACTIVE STEERAGE**
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**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.

# EXHIBIT 1 TO 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](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]*