

VALENZ PASS-THROUGH TERMS AND CONDITIONS

Inetico, LLC d/b/a Valenz Care (“**Valenz**”) will provide the services described herein (the “**Services**”) to Clients of HealthJoy, LLC (each, a “**Client**”), subject to and in accordance with the following terms and conditions (the “**Valenz Terms**”). Client acknowledges and agrees that Valenz is a third-party service provider engaged by HealthJoy, LLC (“**HealthJoy**”) to deliver the Services to its Clients, and that the Valenz Terms set forth herein are pass-through terms and conditions applicable to HealthJoy’s Clients receiving the Services.

1. DEFINITIONS

- 1.1. “**Applicable Law**” means all federal, state, and local laws, rules, and regulations that are applicable to the parties.
- 1.2. “**Clean Claim**” means a claim for Services provided by Valenz that meets the industry standards for completeness and accuracy, is not materially deficient, and includes among other items, the charges for the Services rendered, billing codes, and itemized claim detail.
- 1.3. “**Client**” means a HealthJoy client or customer who purchases the Services through HealthJoy’s concierge healthcare navigation platform.
- 1.4. “**Infusion Episode**” means a course of infusion therapy rendered to a Member at a Provider arranged or coordinated by Valenz.
- 1.5. “**Medical Records**” means all patient records, documents, files, or other materials prepared by or requested by Valenz before, during, or after provision of the Services. Such records shall include, but not be limited to, medical, medical abstract, financial, and administrative records for each Member who receives Services from Valenz.
- 1.6. “**Medically Necessary Service**” means any health care item and/or service that is reasonable and necessary to diagnose or treat a Member’s illness, injury, condition, disease, or symptom of the Member and consistent with accepted standards of medicine.
- 1.7. “**Member**” means all individuals, including employees and covered dependents, domiciled in the United States, who are enrolled in a Plan and identified as eligible to receive services under such Plan in Client’s eligibility file.
- 1.8. “**Partners**” means service Providers of Valenz that offer networks of Providers to provide services to Members.
- 1.9. “**Plan**” means a self-funded health benefit plan sponsored by Client and subject to ERISA that makes health benefit coverage available to Members.
- 1.10. “**Prevailing Medical Standards**” means, with respect to any medical professional, the degree of care and skill of an expert medical professional who practices in such medical professional’s specialty, taking into account the medical knowledge that is available in the field of such specialty.
- 1.11. “**Provider**” means a health care professional, hospital, health care facility, laboratory, supplier, or service provider that offers or provides services to Members, and with whom Valenz has a contractual relationship, either directly or indirectly.
- 1.12. “**Provider Billed Charges**” means the gross dollar amount billed by the Provider performing the Infusion Episode arranged by Valenz.

2. **TERM.** Valenz will provide Client access to the Services for the Term set forth in the *HealthJoy Client Program Order Form* or related amendment between Client and HealthJoy (“**HealthJoy Agreement**”). Except as otherwise provided herein, such availability and access shall continue in effect as long as the following agreements remain in effect: (1) the HealthJoy Agreement between Client and HealthJoy; (2) the Master Services Agreement between Valenz and HealthJoy, and (3) the Automated Clearinghouse (“ACH”) Agreement between Client and Valenz authorizing and governing electronic payments, as applicable.

3. **SURGICAL, IMAGING, AND CENTERS OF EXCELLENCE (“COE”) BUNDLE**

3.1. **Scope of Services.** Valenz will make available to Members administrative coordination of elective, non-emergent diagnostic surgical and imaging bundles through its Provider network. Services include navigation, scheduling, bundled pricing, and claims facilitation. Valenz will also make available to Members the COE program that directs Members to accredited COE facilities with proven outcomes and cost efficiencies for specific services. Members must schedule procedures through Valenz; retroactive claims are not covered. Emergencies are excluded, and no pre-certification is required for procedures booked through Valenz.

3.2. **Network.** Valenz will use commercially reasonable efforts to make Providers available within reasonable distance but does not warrant that any specific Provider or specialty will be available. Client acknowledges that Valenz accesses Providers through an exclusive, proprietary agreement with an independent network. Client may see the names of these Providers on invoices or in other materials related to the Services. Client agrees that, during the Term: (a) it will not use participating Provider information to build its own network or for any purpose other than performing its obligations under this Agreement, unless Valenz gives prior written consent, and (b) it will not transfer a Member’s care away from Valenz to a participating Provider already engaged under this Agreement, unless Valenz has approved the transfer in writing or if the Member independently elects to transfer their care away from the Valenz participating Provider.

3.3. **Nature of Valenz Services.** Client acknowledges and agrees that:

3.3.1. Valenz’s Services are limited to facilitating access to scheduled, non-emergent surgical and imaging procedures and do not cover emergent or urgent procedures.

3.3.2. Valenz’s role is strictly administrative. Valenz does not practice medicine, control medical judgment, or provide medical care. All care decisions rest solely between the Member and the Provider. Valenz does not guarantee Provider availability, specific discounts, or clinical outcomes.

3.3.3. Valenz is not an insurer, guarantor of Plan benefits, fiduciary, trustee, Plan administrator, or named fiduciary under ERISA or any similar federal, state, or local law, and has no discretionary authority or responsibility in the administration of any Plan. Client, or its designated fiduciary, will at all times retain sole responsibility for (i) the design, interpretation, and operation of the Plan(s); (ii) all determinations of Member eligibility and benefit entitlement; (iii) all claims adjudication and benefit determinations under the Plan; and (iv) compliance with all applicable laws including ERISA, the Internal Revenue Code, and all other applicable laws governing the Plans. Client is solely responsible for compliance of the Plan with all applicable laws and for all determinations regarding eligibility, coverage, and benefits. Valenz does not adjudicate claims or determine benefits under any Plan. Upon reasonable request, Client shall resolve any ambiguities or disputes relating to Plan interpretation.

3.3.4. The Services are administrative only and are not intended to constitute a contract of insurance. Client retains sole responsibility for all Plan benefits, claims, and related costs. Valenz may subcontract any portion of the Services in its discretion.

3.4. **Access and Eligibility.** Client acknowledges and agrees that Members must contact Valenz directly and follow Valenz’s booking and scheduling process to utilize the Services. Only procedures scheduled through Valenz are eligible for bundled pricing and related Services. Claims submitted outside Valenz’s process or after services are rendered are not eligible for bundled pricing or reimbursement, and Valenz will not process retroactive claims. Procedures scheduled through Valenz do not require pre-certification.

3.5. **Client Responsibilities.** Client acknowledges and agrees to the following obligations, which are essential for the successful implementation and administration of the Surgical, Imaging, and COE Bundles program:

3.5.1. **Implementation and Onboarding.** To ensure a timely and efficient launch, Client agrees to (a) confirm that all key stakeholders are aligned on benefit structure, funding process, and implementation requirements prior to the Launch Date identified in the HealthJoy Agreement, and (b) complete all implementation activities within thirty (30) days of the Launch Date.

3.5.2. **Strategic Communication and Employee Engagement.** Client will conduct employee communications and engagement activities reasonably necessary to promote Valenz’s services, including distribution of Valenz-approved marketing collateral. Client agrees to actively promote and facilitate employee engagement by:

- Implementing a strategic communication plan to educate employees on the benefit.
- Authorizing Valenz to collect opt-in permissions from Members for the purpose of sending monthly text campaign messages regarding the services to Members, with Valenz managing opt-outs.
- Providing an annual census of employees, including employee email addresses for campaign communications, for purposes of PEPM billing and promptly notifying Valenz of any deviation greater than ten percent (10%) from the prior census.
- Allowing Valenz to host at least two (2) employee educational webinars per plan year to drive awareness and utilization.

3.5.3. **Program Administration.** Client agrees to:

- Provide Valenz with timely eligibility data by granting access to its TPA portal sufficient for Valenz to confirm Member eligibility and provide a reasonable backup method if portal access is disrupted.
- Incorporate the Services into the Plan documents and Summary Plan Descriptions as necessary.
- Obtain all necessary approvals from stop-loss carriers regarding coverage of bundled services.
- Ensure Members are informed that Valenz is not the insurer, fiduciary, or Provider of medical care.

4. INFUSION THERAPY

- 4.1. **Scope of Services.** Valenz, through its Partners, will make available to Members Providers who will provide the Services within the United States, in accordance with these Valenz Terms, in compliance with Applicable Law, and in accordance with Prevailing Medical Standards:
- 4.1.1. Specialty infusion drugs and biologicals administered intravenously or subcutaneously (“**Specialty Infusion Drugs**”) and all specialty pharmaceutical equipment, supplies, and services required to administer Specialty Infusion Drugs in the home of a Member or in a Provider’s ambulatory infusion centers (“**Specialty Infusion Equipment**”).
 - 4.1.2. Professional services, including nursing services, relating to the administration of Specialty Infusion Drugs in the home of a Member or in a Provider’s ambulatory infusion centers (“**Professional Services**”).
 - 4.1.3. Member monitoring, remote monitoring services and telemedicine services (including all remote physiological monitoring equipment, supplies, and services) relating to the administration of Specialty Infusion Drugs in the home of a Member or in a Provider’s ambulatory infusion centers (“**Monitoring Services**”).
 - 4.1.4. Services coordinated by Provider relating to transportation and lodging for a Member and any individual accompanying the Member in relation to the Professional Services (“**Travel Support Services**”); provided that such Travel Support Services will only be provided upon written request of Client.
 - 4.1.5. Member training and education relating to all of the foregoing (“**Member Support Services**”).
- 4.2. **Member Intake.** Following the initial review of a Member referral from Client, Valenz’s Partners will confirm (i) in their independent medical opinion, Member is a suitable candidate for the Services and (ii) in their independent opinion, the Member’s utilization of the Services would result in financial savings to the Member and the Plan.
- 4.3. **Member Eligibility.** Prior to providing any Services to a Member, Valenz’s Partners will verify such Member’s eligibility under the Plan. Valenz’s Partners will be responsible for verifying a Member’s eligibility prior to each date on which Services will be provided to ensure there have been no changes to a Member’s eligibility.
- 4.4. **Valenz Terms.** Prior to acceptance as a Member and use of the Services, each Member must acknowledge and agree to any required documentation or consents provided by Valenz or any of its service Providers, including but not limited to, Valenz’s or any of its Partners’ privacy policies or required consents.
- 4.5. **Plan of Care.** The Providers shall only provide Services to Members who are under the continued care of a physician and under a physician-established plan of care (“Plan of Care”). Valenz shall ensure each Plan of Care: (1) prescribes the type, amount, and duration of the Services that are to be furnished (including the specific type of Specialty Infusion Drug, the prescribed dosage and frequency of Specialty Infusion Drug, the professional services to be utilized for treatment of such Member, as well as the specifics of any monitoring or remote monitoring to be provided); (2) specifies the frequency the Services will be furnished, as well as the discipline that will furnish the ordered professional services; (3) is signed and dated by the ordering physician (including separate date and signature upon any changes to the Plan of Care). Valenz’s Partners or the Providers shall periodically consult with the ordering physician regarding the Plan of Care to ensure the Services are safe and effective for the Member, and to ensure the Plan of Care remains current throughout the course of the Providers’ provision of Services to the Member. All Services will be provided to Members in accordance with the specifications set forth in the Plan of Care.

- 4.6. **Medical Management/Quality Improvement.** Valenz and its Partners shall use commercially reasonable efforts to abide by, and shall participate in and cooperate with quality, cost, and claims review, medical management, and quality improvement programs and procedures, if any, established by a Plan and which are provided to Valenz and mutually agreed to by Valenz. Valenz and its Partners shall use commercially reasonable efforts to comply with all reasonable determinations made by the Plan (or its designee) pursuant to the medical management/quality improvement programs and comply with any corrective requirement imposed on the Plan (or its designee) or by state or federal officials resulting from any inspection or evaluation. The Plan and Client shall maintain the confidentiality of all such information and shall disclose it to third parties only upon Valenz's advance written consent, or as required by law.
- 4.7. **Equal Access.** The Services shall be provided to Members on the same basis as such services are made available by Providers to individuals who are not Members, and will not differentiate or discriminate against any Members on the basis of enrollment in a Plan, or because of race, ethnicity, color, religion, gender, sex, creed, national origin, marital status, health status, genetic information, disability, sexual orientation, gender identity, age, status as a litigant, or other status protected by Applicable Law.
- 4.8. **Requirements and Specifications.** Any business requirements or specifications provided by Client to Valenz for customization or improvement of the Services shall become the property and Confidential Information of Valenz.
- 4.9. **Optional Rewards Program.** Client may elect to participate in the Infusion Engagement Rewards Program administered by Valenz. When enabled, Members completing eligible Infusion Episodes may receive a per-infusion reward between \$100–\$300, in the form of a Mastercard® gift card or equivalent instrument.
- 4.9.1. **Funding & Administration.** Client, or its TPA, funds all reward amounts and related processing fees. Valenz will handle fulfillment, communications, and reporting. Client is responsible for any tax reporting or escheat obligations. Valenz will provide a rewards report to the Client detailing the rewards amounts paid to Client's Members. Valenz does not provide tax advice and makes no representation regarding tax treatment of rewards.
- 4.9.2. **Compliance.** Rewards will not be provided to Members enrolled in federal healthcare programs where incentives are restricted. Client must ensure compliance with Plan documents and disclosure requirements.
- 4.9.3. **Opt-In Mechanics.** Client may opt in to the Rewards Program by checking the applicable box on the HealthJoy Client Program Order Form.
- 4.10. **Prevailing Medical Standards; Debarment.** The Providers are and will remain qualified and capable to provide Services in accordance with Prevailing Medical Standards. Valenz represents and warrants that it has not been and shall not be excluded or debarred from participation in any federal health care program as defined in 42 U.S.C. § 1320a-7b(f) (including the Medicare, Medicaid, TRICARE and similar or successor programs with or for the benefit of any governmental authority). Valenz shall not knowingly employ or contract with, with or without compensation, any agent listed by a federal agency as excluded or debarred.
- 4.11. **Applicable Law.** The performance of the Services under this agreement will comply with all Applicable Law and all relevant rules, regulations, laws and guidelines of a state or an international jurisdiction that are applicable to the provision of Services within such state or international jurisdiction, which are applicable during the term of this SOW. Valenz shall adopt all changes in Applicable Law into Valenz's business practices within timeframes required by the Applicable Law. Valenz shall modify or revise its business practices as necessary to comply with changes in Applicable Law, applicable state agency requirements, and applicable licensing requirements. Valenz shall promptly provide to Client all

approved marketing materials relating to the Services, including Service descriptions, and shall ensure that all such materials and claims are consistent with all Applicable Law.

- 4.12. **Member and/or Client Complaints.** Valenz shall promptly notify Client of all formal Member complaints relating to the Services.
- 4.13. **Personnel.** Valenz will provide at least one designated contact (“Valenz Contact”) to support Client. Valenz will provide Client with reasonable access to the Valenz Contact during normal business hours. The Valenz Contact will promptly respond to Client requests no later than two (2) business days from the time of the request and will act in a manner that is consistent with commercially acceptable account management standards. Any change with respect to the identity of such Valenz Contact shall be promptly communicated to the Client.
- 4.14. **Client Responsibilities.** Client acknowledges and agrees to the following obligations, which are essential for the successful implementation and administration of the Infusion Therapy program:
- 4.14.1. **Agreements with Plans.** To the extent Client sponsors or maintains one or more Plans, Client acknowledges that such Plans, acting through their sponsor, administrator, or other fiduciary, retain discretionary authority and control over the management and administration of the Plan. Plans may use Valenz to provide access to the Services to Members in accordance with these Valenz Terms. Any delegation of responsibility to HealthJoy or Valenz is limited solely to those powers and responsibilities expressly set forth in the applicable written agreements.
- 4.14.2. **Support Services.** Client will cooperate with HealthJoy and Valenz in communicating the availability of the Services to eligible Members. Client will permit the Services to be made available to eligible Members in accordance with the terms of the applicable Plan and these Valenz Terms. HealthJoy and Valenz will provide administrative and support services to Members who elect to utilize the Services.
- 4.14.3. **Member Identification and Notification.** Client will notify Valenz or a Valenz Partner, if directed by Valenz, of each Member who contacts Client regarding the Services. This notification will be made via phone call, electronic mail, facsimile, or as otherwise mutually agreed upon by the Parties.
- 4.14.4. **Preferred Status.** In the event a Member inquires to Client regarding availability of the Services provided hereunder, Valenz’s Partners and/or its Providers will be the only participating Provider option initially provided to such Member by Client in relation to such services.

5. FEES AND PAYMENT

- 5.1. **Fees.** Fees, terms, and invoicing frequency of fees to be paid by Client to HealthJoy for the Services are set forth in the HealthJoy Agreement or other ordering document for Valenz Surgical, Imaging, and COE Bundle and/or Valenz Infusion Therapy. Termination or expiration of the HealthJoy Agreement shall not affect Client’s obligation to pay any amounts accrued prior to the effective date of such termination or expiration or to perform any duties arising prior thereto.
- 5.2. **Invoicing.** Client will be invoiced for services on either a percentage of bundle or per employee per month (“PEPM”) basis, as indicated in the HealthJoy Agreement. For Services billed on a PEPM basis, HealthJoy will invoice Client. For Services billed on a percentage of bundle basis, Valenz will invoice Client.

- 5.2.1. For surgical procedures, including COE services, Valenz will invoice Client approximately seven (7) to fourteen (14) days prior to the procedure.
- 5.2.2. For imaging services, Valenz will invoice Client following receipt of the applicable claim from the Provider.
- 5.3. **Designated Account and Payment Authorization.** Client will maintain a designated account for the payment of imaging, surgical, COE, infusion therapy, and other bundled Valenz Services. Valenz will enter into a separate ACH Agreement with Client and will initiate draws via ACH for all amounts related to Services billed on a percentage of bundle basis. Client authorizes Valenz to withdraw funds from this designated account to pay Providers and related expenses. For each funding request, Valenz will notify Client by email of the required amount and will not initiate any withdrawal until receiving the Client's email confirmation authorizing the transaction. Client shall ensure the banking information provided to Valenz is accurate and accounts have sufficient funds to cover all amounts related to the Services.
- 5.4. **Funding Requirements.** Client shall ensure that sufficient funds are available in the designated account to cover all bundled Services within seven (7) business days of Valenz's funding request. If funding remains outstanding fourteen (14) calendar days after the initial request, a penalty of the greater of (a) one and one-half percent (1.5%) per month, or (b) the highest amount allowed by law, will accrue until payment is received. Valenz may suspend Services until funding is current. Late or insufficient funding may result in additional consequences, including penalties, suspension of claims processing, and the loss of preferred Provider discounts. If Client fails to fund undisputed amounts within the timeframes set forth above, Valenz may notify Providers of such delinquency and, following a reasonable cure period, Providers may suspend or terminate services to Client's Members.
- 5.5. **Funding Process.** Client shall timely fund all Plan benefits and expenses in accordance with this Section. If operating under an employer direct model, Client authorizes Valenz to initiate ACH withdrawals in accordance with Section 5.3. If operating under a third-party administrator ("TPA") funded model, Client shall ensure the TPA remits funds to Valenz within seven (7) days of a post-procedure request.
- 5.6. **No Advance of Funds.** Valenz will have no liability for any claims or expenses not funded by the Client. Client acknowledges Valenz does not advance funds, maintain reserves, or act as guarantor of Plan payments.

6. GENERAL TERMS AND CONDITIONS

- 6.1. **Third-Party Beneficiary Protections.** Client agrees that Valenz is an intended third-party beneficiary of the confidentiality, compliance, and intellectual property provisions of the applicable HealthJoy Agreement between Client and HealthJoy, to the extent such provisions relate to Valenz Services or Valenz's Confidential Information, data, or intellectual property. All applicable obligations of Client and rights of HealthJoy under such provisions shall inure to the benefit of Valenz for purposes of protecting Valenz's interests in connection with the Valenz Services. Valenz shall be entitled to the benefit of applicable limitations, disclaimers, and protections set forth in the HealthJoy Agreement to the extent relating to the Valenz Services. Without limiting the foregoing, Client shall ensure that its employees, agents, contractors, and vendors with access to Valenz Confidential Information are informed of its confidential nature and are bound by written obligations of confidentiality no less protective than those set forth in the applicable HealthJoy Agreement, and Client shall remain responsible for any breach by such parties.
- 6.2. **Member Support.** Members may access Valenz Services through various communication channels made available by Valenz or its Partners. Valenz will provide general support to Members seeking to utilize the Services, which may include responding to inquiries, facilitating coordination with Providers, and offering non-clinical guidance regarding available Services. Valenz may, as appropriate, assist with scheduling, logistics, and information related to anticipated costs. The scope, method, and availability of such support may vary from time to time and are subject to change.

- 6.3. **Medical Necessity.** Notwithstanding any Plan requirement to the contrary, Providers retain sole discretion to determine the medical necessity of any covered service. If, during an episode of care, a Provider determines that urgent or emergency services are required, such services will not be part of the Valenz Services and will be billed and adjudicated through the Member's Plan in accordance with the terms of the applicable Plan. Client retains final authority over benefit coverage determinations under the Plan.
- 6.4. **Covered Service Exclusions.** Valenz Services are limited to the procedures included in Valenz's Surgical, Imaging, and COE Bundles and/or Infusion Therapy program as communicated to Client. Any excluded services, including pre- or post-procedure consultations, diagnostic testing, or other services determined by a Provider to be appropriate, whether or not coordinated through Valenz, may be performed at the Provider's discretion and will be billed and adjudicated through the Member's Plan in accordance with the terms of the applicable Plan.
- 6.5. **Clinical Support; No Practice of Medicine.** Valenz personnel, including any clinically trained staff, do not provide medical care or direct clinical services to Members. All diagnosis, treatment, and medical decision-making are the sole responsibility of the Provider. Nothing in this Agreement creates any obligation of Valenz with respect to the acts or omissions of any Provider. Valenz makes no warranty, express or implied, regarding any diagnosis, treatment, or care rendered by a Provider.
- 6.6. **Plan Documentation and Reporting.** Client shall be responsible for all reporting, disclosure, and filing obligations applicable to the Plan, including preparation and maintenance of summary plan descriptions and related documentation. Valenz shall have no responsibility for such obligations.
- 6.7. **Tax Disclaimer.** Valenz makes no representation regarding the tax treatment of any benefits or payments under the Plan and shall not be responsible for any tax consequences arising from the Services.
- 6.8. **Provider Non-Solicitation.** During the Term and for twelve (12) months thereafter, Client shall not (i) enter into a contract directly with any Provider for provision of services substantially similar to the Valenz Services provided under this Agreement, (ii) solicit or attempt to solicit any Provider for provision of such services, or (iii) divert or attempt to divert any Provider away from Valenz for purposes of contracting directly for the provision of such services.
- 6.9. **Privacy; HIPAA.**
- 6.9.1. **Use of Protected Health Information.** To the extent Valenz receives Protected Health Information ("PHI") in connection with the Services, Valenz shall use and disclose such PHI solely as necessary to perform the Services in connection with HealthJoy's platform and in accordance with applicable law, including the Health Insurance Portability and Accountability Act ("HIPAA").
- 6.9.2. **Safeguards.** Valenz maintains administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of PHI in accordance with applicable HIPAA requirements.
- 6.9.3. **Relationship of the Parties.** Valenz provides services as a subcontractor Business Associate to HealthJoy and does not enter into a direct Business Associate relationship with Client. Client acknowledges that Valenz's obligations with respect to PHI are governed by Valenz's agreement with HealthJoy and that Client is not a party to such agreement. HealthJoy is responsible for obtaining all necessary permissions and authorizations from its clients to permit Valenz's access to and use of PHI.
- 6.9.4. **Permitted Disclosures.** Client acknowledges and agrees that PHI may be disclosed to Valenz, including directly to Valenz or through HealthJoy, as necessary to perform the Services and in accordance with applicable law.

6.9.5. No Independent Use. Valenz shall not use PHI for its own independent purposes outside of performing the Services, or as otherwise permitted or required under HIPAA.

7. DISCLAIMER OF LIABILITY. Notwithstanding anything contained herein that may be construed to the contrary, Client hereby agrees that Valenz shall not be liable and/or responsible for:

7.1. The diagnosis, treatment, and/or manner of providing the Services and/or other health care services by any Provider; including any claim or cause of action for malpractice against any Provider arising out of the provision of the Services and/or other health care services to any Members. PROVIDED HOWEVER, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO CONSTITUTE AN ACKNOWLEDGMENT, TACITLY OR OTHERWISE, THAT CLIENT MAY BE LIABLE FOR THE MEDICAL MALPRACTICE OF ANY PROVIDER.

7.2. Any misrepresentation or failure to disclose information by any Provider nor any damage or loss caused or suffered as a result of such misrepresentation or failure to disclose information.

7.3. Any payment, claim adjustments, claim denial, co-payments, balance bill, and/or other monies related to the Services.

7.4. Any monies paid by Client to any Provider which monies Client subsequently seeks to recover; provided however, that Valenz shall assign to Client any rights it may have against such Provider.

7.5. Valenz disclaims all warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose, to the extent permitted by applicable law.

8. SUSPENSION OR TERMINATION OF SERVICES.

8.1. Suspension or Termination Rights. HealthJoy may suspend or terminate provision of the Services to Client immediately upon notice if (i) Client fails to timely fund claims or pay fees, (ii) continuation of Services would cause HealthJoy or Valenz to violate applicable law or regulatory requirements, or (iii) HealthJoy or Valenz reasonably determine that continuation of Services presents material compliance or financial risk. Termination or expiration of the HealthJoy Agreement will not relieve Client of its obligation to pay for Services rendered or claims incurred prior to termination. Client shall provide written termination notices Valenz's designated legal inbox at legal@valenzhealth.com.

8.2. Post-Termination Responsibilities. To the extent Client utilizes Valenz-contracted network Providers, upon notice of termination: (i) Client must notify Members that access to Providers and the PPO-contracted discounts will terminate on the specified termination date, and (ii) Client shall remain liable for payment to Providers for covered services furnished to Members prior to such termination ("Run-out Claims") and for any Fees payable to Valenz related to such Run-out Claims. In the event of termination, Valenz shall continue to satisfy its obligations under this SOW relating to the provision of the Services to any Member that were scheduled or coordinated on or before the effective date of such termination. The continuing obligations of Valenz pursuant to the preceding sentence shall cease when any such Member has been discharged, medically released, or is no longer under the continuing care of Valenz.

[End of VALENZ PASS-THROUGH TERMS AND CONDITIONS]