

MEMBERSY DIRECT PLAN ADMINISTRATION OBLIGATIONS

In connection with Membersy's provision of services pursuant to a Membersy Direct Plan Administration Agreement (the "**Agreement**"), Membersy shall use commercially reasonable efforts to provide the below-listed services to assist in the configuration, implementation and administration of the Plan (the "**Administration Services**"). Membersy's provision of Administration Services is subject to the terms and conditions of the Agreement in all respects. All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement.

Administration Services:

1. Membersy shall consult with Client on key features of the Plan during the design, development, and implementation phases of the Agreement.
2. Client and Membersy shall mutually agree upon the state(s) in which Plan shall be implemented. Membersy shall use commercially reasonable efforts to obtain and maintain any State License(s) necessary for operation of the Plan in each state as mutually agreed in writing. In no event shall the Agreement or these Membersy Direct Plan Administration Obligations be interpreted to require Membersy to (i) implement a Plan in any state in which Membersy has not first obtained any and all State License(s) necessary for operation in such state; (ii) continue to operate a Plan in any state in which the applicable State License has been suspended, revoked, expired or otherwise terminated for any reason; or (iii) operate a Plan that would otherwise place Membersy or Client in violation of Applicable Law. Membersy cannot guarantee procurement or continued registration of any State License.
3. Membersy shall develop all Marketing Materials. Client acknowledges that use of any such Marketing Materials may be subject to the final approval of applicable governmental authorities as required by Applicable Law. Membersy shall assume costs associated with such development. In the event that Client requires any change or update to printed materials furnished by Membersy hereunder, then: (i) such change must be approved in advance by Membersy and (ii) Client shall reimburse Membersy for its reasonable expenses associated with supplying new materials.
4. Membersy shall supply each Practice Location with five hundred (500) Rack Cards per year at no cost to Client. In the event that Client requires additional Rack Cards, Membersy may charge a fee to Client to recoup its reasonable expenses associated with supplying new Rack Cards. Any such fee shall be communicated to Client and shall be automatically deducted from Membership Fees payable to Client under the Agreement.
5. Membersy shall furnish each Primary Member with a Welcome Kit within ten (10) business days after the date the Member enrolls in Plan.
6. Membersy shall furnish each Primary Member with a Renewal Notice approximately thirty (30) days prior to the Member's annual renewal date.
7. Membersy shall develop and maintain Membersy Connect and the Plan Website, which shall advertise, describe, and offer the Plan. Membersy Connect shall include an enrollment platform allowing Providers to enroll patients in Plan directly from the Provider's Practice Location.
8. Membersy shall provide customer support services to Members, including email support and a toll-free dedicated phone number to be answered by Membersy representatives from 7:00am to 6:00pm CST, Monday through Friday, excluding Membersy's observed holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, day after Thanksgiving, Christmas Eve, and Christmas Day). Customer support hours and observed company holidays are subject to change at Membersy's discretion to support operational business needs.
9. Membersy shall supply unique logins on an as-needed basis to Client representatives and Providers to access Membersy Connect.
10. Membersy shall provide initial and continuing training to Providers regarding Plan. Initial training shall take place promptly after Plan implementation, either in-person or online. Continued trainings shall be provided on an as-needed basis at the discretion of Membersy. Membersy shall cover all costs associated with initial and continued Provider trainings.