ALLONE HEALTH
An Extraordinary EAP
Well-Being. Done Well.

CUSTOMER SERVICES AGREEMENT

This **CUSTOMER SERVICES AGREEMENT** has been entered into and is effective as of the effective date set forth on the signature page attached hereto (the "Agreement") by and between Impact Solutions EAP LLC, AllOne Health Resources, Inc., its parent company, ("Company") and the party set forth on the signature page ("Customer").

ARTICLE I. PREAMBLE

WHEREAS Customer wishes to engage the Company to provide employee assistance services and the Company wishes to provide Customer with such services; and

WHEREAS, Customer desires to engage the Company to render services upon certain terms and conditions.

NOW, THEREFORE, in consideration of the recitals listed above and the mutual promises, covenants, agreements and undertakings of the parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE II. ALLONE HEALTH RESPONSIBILITIES

2.01 Description of Services. The Company shall provide services to Customer pursuant to the attached Statement of Work/Fee Schedule (**Exhibit A**), which is incorporated herein by reference, (sometimes collectively referred to as "Services"). The Company will deliver the Services in any country, territory, city or area specified by Customer, unless the delivery of Services would be prohibited or limited by the U.S. Department of Treasury, Office of Foreign Assets Control ("OFAC") or other applicable trade sanctions.

2.02 The Company's Intellectual Property. The Agreement is not a work-for-hire agreement. The Company retains exclusive right, title and interest in intellectual property developed, delivered or used in the performance of the Agreement. Neither the Agreement nor any Statement of Work changes the ownership of any pre-existing materials. Customer shall have no ownership interest in software used by the Company. All work product generated or acquired by the Company shall be the exclusive property of the Company. Work product shall include all physician notes, clinical data and supporting records and other information. All such work product is confidential pursuant to **Article 3** of the Agreement.

ARTICLE III. CONFIDENTIALITY

3.01 Confidential Information. "Confidential Information" means information or data of a Disclosing Party concerning its business operations, methods and strategies, financial condition, technology or prospects, in any form or medium (including writings, drawings and electronically stored information and data), whether or not marked or labeled as "confidential." In addition, a Disclosing Party's Confidential Information also includes: (i) protected health information; (ii) Business information and data and; (iii) technical information and data or trade secrets; (iv) Intellectual property ("IP") (for example, inventions, discoveries, designs, methods, processes and ideas (whether or not patented or patentable), logos, trade names, trademarks, and service marks (whether or not registered), mask works, works of authorship (whether copyrighted or copyrightable); and (v) all tangible manifestations (however embodied) of information or data referred to in clauses (i), (ii), (iii) and (iv) above (for example, computer software, firmware, scripts or objects, hardware, programmer's notes, databases, manuals, training manuals and materials, memoranda, reports, drawings, sketches, flowcharts, models, prototypes, files, films, records or forms).

3.02 Receiving Party. A party that acquires knowledge of the other party's (a "Disclosing Party") Confidential

Information is considered the "Receiving Party." The Receiving Party shall keep Confidential Information in confidence using the same degree of care as the Receiving Party uses with its own Confidential Information or a reasonable degree of care, whichever is greater. The Receiving Party will not use, exploit, disseminate, disclose or divulge Confidential Information to any person, firm, corporation, partnership, association or other entity, without the prior written consent of the Disclosing Party.

3.03 Applicability of Confidentiality. A Receiving Party's is not required to hold a Disclosing Party's information or data "confidential" if the information or data: (i) becomes public through no act or omission of the Receiving Party; (ii) was known to the Receiving Party prior to disclosure by the Disclosing Party; (iii) becomes known to the Receiving Party through a third party without the Disclosing Party's Confidential Information; (iv) is required to be disclose pursuant to judicial or governmental judgment, writ, decree, or order; or (v) becomes relevant to the Receiving Party in any claim, demand, suit, action or proceeding instituted or defended by it in connection with the enforcement of its right or obligations. If the Receiving Party is required to disclose Confidential Information as contemplated in **Article III, Section 3.03(iv)**, the Receiving Party may disclose only such information as, in the opinion of counsel, is legally required. The Receiving Party shall provide Disclosing Party, to the extent reasonably possible, advance notice to allow the Disclosing Party to seek, at its own expense, a protective order. The Receiving Party shall, at the Disclosing Party's expense, reasonably cooperate with the Disclosing Party's efforts to seek such a protective order.

3.04 Retention. The Company shall retain, for its own general analytic purposes, after termination of the Agreement, de-identified aggregate data that is: (i) compiled from the raw data disclosed by Customer to the Company; or (ii) compiled from raw data collected from Customer's employees or their health care providers.

3.05 Information Security Program. The Company maintains an information security program to protect personally identifiable information. The information security program includes administrative, technical and physical safeguards: (a) to ensure security and confidentiality; (b) to protect information against any anticipated threats or hazards to security and integrity; and (c) to protect information against unauthorized access to or use that could result in harm, liability or inconvenience to Customer or to its employees. The Company will report breaches of security to Customer.

ARTICLE IV. TERM, PAYMENT AND TERMINATION

4.01 Term. The Agreement begins at 9:00 a.m. Eastern Standard Time on the Effective Date and ends at 5:00 p.m. Eastern Standard Time on December 31, 2021, or until terminated sooner pursuant to **Article IV, Section 4.03** of the Agreement (the "Term"). The Agreement automatically renews for one (1) year terms unless written notice is provided at least 120 days prior to the expiration date or any extension or renewal thereof.

4.02 Payment. In consideration for the Company rendering the Services, Customer agrees to pay the Company such amounts as set forth in **Exhibit A** ("Service Fees"). These fees will be fixed for the Initial 12-month term. Any other adjustments to fees will go into effect each successive term on or after the anniversary date at the Company's sole discretion, but not to exceed the Consumer Price Index (CPI) or rate of inflation at that time, unless otherwise mutually agreed upon. **Notwithstanding Paragraph 4.03, Customer shall have the right to terminate the Agreement within 30 days of actual receipt of any price increase.** The Company will send Customer a monthly invoice for services rendered to Customer. Customer shall make payment upon receipt of the invoice.

4.03 Termination. Either party may terminate the Agreement if the other party materially breaches the Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of such breach from the other party. Termination shall not prejudice any other remedy to which the terminating party may be entitled at law, in equity or under the Agreement. The Company may terminate the Agreement with sixty (60) days prior written notice, if the Company is unable to provide the Services.

4.04 Effect of Termination. The Company is entitled to full compensation for work performed prior to termination.

4.05 Indebtedness. If Customer is unable to pay its debts as they become due, the Company may terminate the Agreement at its discretion and proceed to enforce Customer's performance. This section supersedes all prior contract terms and conditions.

4.06 Bankruptcy. The Company may terminate the Agreement and proceed to enforce performance by Customer if Customer: (i) ceases doing business as a going concern; (ii) makes an assignment for the benefit of creditors; (iii) admits in writing its inability to pay its debts as they become due; (iv) files a voluntary petition in bankruptcy; or (v) files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangements under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a custodian, trustee, receiver, liquidator of it or of all or any substantial part of its asset or properties, or if within 45 days after the commencement of any proceeding against Customer seeking reorganization, similar arrangements, readjustment, liquidation, dissolution or similar relief under any present or future statue, law or regulation, such proceedings shall not have been dismissed, or if within 45 days after appointment of any custodian, trustee, receiver or liquidator of it or all or any substantial part of its assets and properties without Customer's consent or acquiescence, and the appointment has not been vacated.

ARTICLE V. INDEMNIFICATION

5.01 Mutual Indemnification. The Company shall indemnify, hold harmless and defend the Customer and their respective parent, affiliates, subsidiaries, directors, officers, employees, representatives and agents ("Indemnified Party"), from and against any and all liabilities, claims, suits, demands, causes of action, costs, damages, fines, penalties and expenses incurred by Indemnified Party (including, without limitation, reasonable attorneys' and experts' fees and disbursements) arising out of or resulting from the negligence of the Company. The Customer shall issue a third-party insured liability insurance certificate to: Impact Solutions EAP LLC and AllOne Health Resources, Inc., 100 North Pennsylvania Avenue, Wilkes-Barre PA 18701.

ARTICLE VI. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

6.01 Warranty. The Company will use commercially reasonable efforts to perform the Services in a professional manner, consistent with industry standards. Except as described in the Agreement or a Statement of Work, the Company makes no other warranties. The Company warranties extend solely to Customer. This warranty gives Customer specific legal rights, and Customer may also have other rights, which vary from state to state. Except for non-payment, neither party will bring a legal action under the Agreement more than two (2) years after the cause of action arose.

6.02 Disclaimer. TO THE EXTENT PERMITTED BY LAW AND AS PROVIDED HEREIN, ALLONE HEALTH DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR PRODUCTS AND SERVICES.

6.03 Limitation of Liability. IN NO EVENT SHALL ALLONE HEALTH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALLONE HEALTH'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER, FOR THE PERIOD OF 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO SUCH DAMAGES, UNDER THE AGREEMENT FOR THE RELEVANT SERVICES.

ARTICLE VII. THIRD PARTY INFORMATION/LIMITATIONS OF RESPONSIBILITY

7.01 Responsibility and Liability for Third Parties. It is specifically understood and agreed by the parties that neither party assumes responsibility or liability for the accuracy, completeness, propriety, necessity or advisability of the medical information which is provided to the Company or Customer by or from third parties. "Third Parties" as used herein shall include, but not be limited to, the following sources: treating physicians, hospitals, attending doctors, nurses, counselors, affiliates, clinics or any other medical entities providing information to the Company or Customer.

7.02 Limitations of Responsibility. The parties understand and agree that the Company shall have no responsibility of any kind to Customer and any individual employee of Customer or any other person, firm, corporation, or entity for any of the following: (1) Verification of any individual's eligibility, or entitlement to group medical/health plan coverage, or coverage contained within or excluded from said group health plan; (2) Verification for any participant's provider's network status; (3) Payment of any individual's medical, hospital, or other bills, debts, obligations, or other liabilities of any kind relating to medical or surgical treatment of confinement; (4) Benefit decisions – the role of the Company being limited to making clinical recommendations to a health benefit plan's named fiduciary; and (5) Notification to any individual of an adverse benefit determination based upon, or related to, a clinical recommendation by the Company.

7.03 Customer Obligations. The Company shall not be liable for any obligation, indebtedness or liability of Customer, whether now existing or hereafter arising, and the Company shall not, by entering into the Agreement, assume or become liable for any of such obligations, indebtedness or liabilities.

ARTICLE VIII. AUTHORIZATION FOR COMMUNICATIONS

8.01 Communications. Customer shall not distribute descriptive materials of any type which reference the various components of the services provided by the Company without first submitting such proposed materials to the Company for review and obtaining prior written authorization from the Company. Customer further expressly acknowledges that any and all intellectual property rights of the Company, its successors and/or assigns, shall remain the sole and exclusive property of the Company, its successors and/or assigns consistent and in accordance with the prior approval obtained by the Company from the United States Patent and Trademark Office and any other available remedies or protection(s) available unto the Company.

8.02 Irreparable Harm to the Company. It is further expressly agreed that a breach by Customer of any provision of the preceding covenant will cause the Company irreparable harm which cannot be adequately compensated by monetary relief. Accordingly, in the event of any such breach, the Company can and will be entitled to equitable relief (including but not limited to temporary restraining orders, preliminary and/or permanent injunctions), in addition to any other remedies available at law or in equity now or hereinafter in force.

ARTICLE IX. GENERAL PROVISIONS

9.01 Notice. All notices and other communications required or permitted hereunder or in connection herewith, shall be deemed to have been duly given if they are in writing and delivered personally or sent by registered or certified mail, return receipt requested and postage prepaid. They shall be addressed as follows:

AllOne Health
Attn: Legal Department
100 North Pennsylvania Avenue
Wilkes-Barre PA 18701-3503

Customer:
As set forth on the Signature Page

Provided, however, that either party may change such party's address by written notice of such change in accordance with this Section to the other party.

9.02 Governing Law. The Agreement shall be governed by and construed under the laws of the State of Ohio, without giving effect to the principles of conflict of laws thereof. Parties agree that the Lorain County Common Pleas Court or U.S. District Court for the Northern District of Ohio, Eastern Division (Cleveland, Ohio) shall be the venue for any litigation filed under the Agreement.

9.03 Entire Agreement. The Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement between the parties with respect to the provisions of the Services and supersedes any and all prior agreements whether written or oral, that may exist between the parties solely with respect to such subject matter. **Article I** and **Exhibit A** are incorporated into the Agreement by reference. When international services are contemplated by the Agreement, **Exhibit B** is incorporated into the Agreement by reference.

9.04 Modifications and Amendments. No modification, alteration, change or waiver of any provision of the Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced. No waiver at any time of any provision of the Agreement shall be deemed a waiver of any other provision of the Agreement at that time or a waiver of that or any other provision at any other time.

9.05 Statement of Work/Fee Schedule Amendments. Notwithstanding **Article IX, Section 9.04**, Customer may request the Company to make changes to its Statement of Work/Fee Schedule or to perform additional Services ("Modified Services"). Upon such request by Customer, the Company shall submit in writing a proposal for accomplishing the Modified Services and any associated increase or decrease in the Service Fees. If Customer elects to have the Company perform the Modified Services, the Company shall prepare an amended Statement of Work/Fee Schedule that describes and outlines the terms of the Modified Services to be performed. Such amended Statement of Work/Fee Schedule shall be mutually agreed upon, signed and dated by both parties. The Company shall not be obligated to perform the Modified Services prior to the execution of the amended Statement of Work/Fee Schedule.

9.06 Assignment and Third Party Beneficiaries. Neither party may assign the Agreement without the expressed written consent of the other party, which consent shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, either party may assign the Agreement to its parent, a subsidiary or an affiliated company with notice and without the expressed written consent of the other party. Furthermore, either party may assign the Agreement to a third party solely in connection with a sale or other disposition of substantially all the assets of the assigning party's business with notice and without the expressed written consent of the other party. The Agreement does not, nor is it intended to, create any rights, benefits or interests in any third party, person or organization.

9.07 Captions and Headings. Captions and headings contained herein are solely for convenience of reference and shall not constitute a part of, or affect the interpretation or construction of, the Agreement.

9.08 Waiver and Severability. The waiver by either party of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach. If any provision of the Agreement shall be deemed partially or wholly unenforceable, such unenforceability shall not affect the remaining provisions hereof and such affected provision shall be enforced to the fullest extent permitted by law.

9.09 Attorney's Fees, Costs and Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement, each party shall bear its own attorneys' fees, costs and expenses incurred in maintaining such action in addition to any other relief that may be deemed proper.

9.10 Counterparts and Facsimile Signatures or PDF Signatures. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Customer and the Company agree that transmission to each other of the Agreement with the transmitting party's facsimile signature or portable document format ("PDF") signature shall suffice to bind the party signing and transmitting same to the Agreement in the same manner as if the Agreement with an original signature had been delivered.

9.11 Independent Contractor Status. For purposes of the Agreement and all the Services to be provided hereunder, the Company shall not be considered a partner, co-venturer, agent, employee or representative of Customer, but shall remain in all respects an independent contractor, and neither party shall have any right or authority to make or undertake any promise, warranty or representation, to execute any contract or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party.

9.12 Solicitation of Employees. Customer agrees that during the term of the Agreement and for a period of twenty-four (24) months commencing on the date that such term expires or is terminated, Customer shall not for any reason, either directly or indirectly, on Customer's own behalf or in the service or on behalf of others, solicit, recruit or attempt to persuade any person to terminate such person's employment or consulting arrangement with the Company, or an affiliated company, whether or not such person is a full-time employee or whether or not such employment is pursuant to a written agreement or is at-will.

9.13 Survival. The provisions of **Articles III, IV, V, VI, VII, VIII and IX** shall survive the expiration or sooner termination of the term of the Agreement.

9.14 Force Majeure. The Company shall not be considered in default of the performance of its obligations under the Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including, but not limited to, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, wars, blockades, riots, civil disturbances, epidemics, floods, hurricanes, tornadoes and any other similar acts, events or omissions.

9.15 Advertising and Public Announcement. Customer agrees that the Company may, with Customer's prior written consent: (1) use Customer's name in any form of publicity; (2) release to the public any information relating to the Services to be performed hereunder; and (3) otherwise disclose or advertise that the Customer has entered into the Agreement.

9.16 Subcontracting. The Company may in its sole discretion, from time to time, outsource services when such outsourcing is deemed to enhance the quality of the service provided.

9.17 ERISA Disclaimer. The parties acknowledge and agree that the Company will provide services to Customer under the Agreement. In providing such service, the parties agree that the Company will not exercise any discretionary authority over the management or disposition of assets of any welfare benefit plan (as such term is defined in the Employee Retirement Income Security Act of 1974 ("ERISA"). The Company's duties will be limited to providing certain contractually agreed upon services as herein set forth. Therefore, the parties agree that the Company is not a fiduciary (as such term is defined by ERISA Section 3(21)) with regard to Customer's Health Benefits or any Health and Welfare Benefit Plan. The Company will provide services by using its employees who are unfamiliar with and have no responsibility to determine or verify the coverage requirements of any specific benefit plan. In the event that knowledge of the Company shall be a prerequisite to imposing a duty upon or to determine the liability of the Company under the Agreement or under any statute regulating the conduct of the Company, the Company will not be deemed to have participated in any act or omission of any fiduciary (as such term is defined under ERISA) with regard to the coverage requirements of any welfare benefit plan as a result of performing its contractually agreed upon duties hereunder.

9.18 Privacy Protection Standard. With regard to private health information and other personal information, the parties shall comply, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and any all applicable laws and regulations including the European Commission Data Protection Directive (95/46/EC), and the European Commission Data Protection in the Electronic Communications Sector Directive (2002/58/EC). The parties shall adhere to adequate safeguards required for the international transfers of personal data outside of the European Economic Area. The customer hereby agrees that (i) the Company and its subcontractors will transfer data outside of European Union in accordance with standards set forth by the European Union laws, the EU model clauses and/or the EU-US Privacy Shield framework for transatlantic data transmission as adopted; (ii) the Company is authorized to process and transfer data between its offices constituting the Company's Group of Companies, and between any sub-contractor(s), partners and affiliates engaged by the Company to perform part or all of the Services thereby allowing global access to the data on a 'need-to-know' basis in order to perform Services under the Agreement in the countries and territories specified by Customer; and (iii) the Company shall not disclose to anyone private information of data subjects as defined in HIPAA other than in the aggregate reports or in de-identified form without the written consent of data subject unless otherwise required or permitted by law.

9.19 Anti-Corruption Compliance. When international services are contemplated by the Agreement, the parties shall conduct themselves in an ethical, lawful, businesslike and professional manner in performance of the Agreement and shall comply with all applicable laws, regulations and directives that may apply to them. Each party shall reasonably assist the other party to assure such compliance at all times during the term of the Agreement. Without limiting the foregoing and for avoidance of doubt, Customer shall obey all applicable laws or regulations in the relevant jurisdiction and shall also obey the U.S. Foreign Corrupt Practices Act ("FCPA") (15 USC §§ 78dd-1, et seq.) and any similar anti-bribery provisions or regulations including the UK Bribery Act 2010.

9.20 Trade Sanctions and Export Control. When international services are contemplated by the Agreement, the parties agree not to use or otherwise export or re-export anything exchanged or transferred between them pursuant to the Agreement except as authorized by laws of the United States. In particular, but without limitation, items or services exchanged may not be exported or re-exported (a) into any U.S. sanctioned countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. If the Agreement involves provision of Services outside of the United States, the parties shall comply with all applicable laws (e.g. United Kingdom, Canadian, European Union trade sanctions and export control laws and regulations).

9.21 Record Storage and Delivery. Upon termination of the Agreement and to the extent that such records exist, the Company shall compile, collect and deliver to Customer all Customer records subject to the Agreement as soon as is practicable after such termination. Customer agrees to accept delivery upon receipt of such Customer records and pay the Company any and all reasonable and customary storage, shipping and handling fees and expenses upon receipt of such record delivery and invoicing. Customer understands that any federal and/or state law, rule, regulation or policy requiring the safekeeping of records for a prescribed period of time, after termination of the Agreement, is the sole responsibility of Customer and not an obligation of the Company.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have each duly executed the Agreement, in duplicate if necessary, as of the effective date written below.

IMPACT SOLUTIONS EAP LLC
ALLONE HEALTH RESOURCES, INC.

____
Date

____
Keith Wasley
President

January 1, 2021
Effective Date

____
Authorized Customer Signature

Name: ______________________________

Title: ______________________________

Customer: ______________________________

Address: ______________________________

City, State Zip: ______________________________

Telephone: ______________________________

Email: ______________________________

Exhibit A
City of Avon

STANDARD SERVICES

I. Start-up Services:

The following will be done for establishing the Standard Services

1) IMPACT shall provide orientation materials, advice, and support to designated staff of Employer as reasonably needed to orient Covered Employees, including managerial staff to the Employee Assistance and Work/Life Program.

2) IMPACT shall provide an initial supply of materials describing the Standard Services and encouraging their utilization. Materials will be refreshed, at the discretion of IMPACT, at no additional cost.

3) IMPACT shall provide on-site orientation programs within Ohio. The number of specific hours provided will be mutually agreed upon between IMPACT and the Employer. (Orientation programs can be made available at additional cost outside of Ohio).

4) IMPACT shall develop appropriate policies and procedures with Employer for conducting all Standard Services provided by IMPACT.

5) IMPACT shall supply Employer with customized Human Resource Orientation Materials.

II. The following services shall be provided within the scope of the Program as Standard Services to all Covered Employees, their dependents and non-dependent household members, and parents/in-laws:

1) IMPACT shall make available a 24-hour "Hot Line" telephone number, which may be called every day of the year, for information, referral and intervention in personal, work and family crisis situations.

2) IMPACT shall make available on a 24-hour, every day basis, its professional staff and providers, who shall all be duly licensed or certified in their various professions or appropriately registered under the supervision of a duly licensed professional, who will assist Covered Employees, and their dependents in evaluating and addressing personal, work, and family problems, including but not limited to the following areas:

a) Job performance difficulties
b) Legal issues
c) Financial concerns
d) Marital or family stress
e) Alcohol or drug abuse
f) Mental or emotional illness
g) Child and elder care resource & referral and consultation

3) IMPACT shall maintain a current listing of appropriate resources which have demonstrated effectiveness in dealing with the aforementioned problems. <u>IMPACT does not and cannot warrant or represent that any referred service provider will be effective in dealing with or resolving any matter referred to them and shall not be liable for claims, liabilities or damages arising from services performed by such a service provider.</u> Fees charged by such providers shall be the responsibility of the Covered Employee except as provided in Item 5 below.

4) IMPACT shall provide verbal feedback of its evaluations to the Covered Employee's supervisor, but only upon the Covered Employee's written request or authorization.

5) IMPACT shall provide up to 3 complimentary short-term counseling sessions for each covered employee or employee's household member or dependent, parents or parent-in-law, <u>per occurrence</u>, where possible for the purpose of determining the causes of the covered member's personal problems and/or rendering short-term treatment interventions. Complimentary sessions must be provided by an IMPACT active, paneled provider and authorized in advance by IMPACT.

6) IMPACT shall provide the following promotional materials electronically, which include:

a) Monthly newsletter for managers/supervisors
b) Monthly IMPACT on Wellness newsletter

7) IMPACT shall provide web-based Work/Life program components, which may include:

a) Thousands of resource articles and tip sheets
b) Interactive self-search locators
c) Savings Center
d) Relocation Center
e) Tools, including interactive e-learning sessions, health assessments and educational resources, with multiple financial and health-related calculators

f) Monthly online seminars

g) "Feature of the Month" new tools and resources

NOTE: Specific services, as listed above, may be deleted, modified, or redefined by IMPACT with notice to Employer, as needed.

8) IMPACT shall provide Legal Assist services, which may include:
(*Note*: All legal requests are pre-screened by an IMPACT counselor.)

a) National coverage availability
b) Complimentary half-hour consultation provided per legal matter providing the member with legal advice offered by an experienced private practice attorney from the caller's home state for issues such as family law, real estate, etc.
c) Local Referral Service
d) 25% discount on fees if additional assistance is required for most issues

NOTE: Specific services, as listed above, may be deleted, modified, or redefined by IMPACT with notice to Employer, as needed.

9) IMPACT shall provide an ID Theft Recovery Program offering a toll-free, telephonic, consultation with an identity recovery professional to objectively assess a potential identity theft, help the caller create an action plan and provide the knowledge and tools to implement that plan most effectively.

NOTE: Specific services, as listed above, may be deleted, modified, or redefined by IMPACT with notice to Employer, as needed.

11) IMPACT shall provide Financial Assist services, which may include:

a) Telephone consultation with financial counselors and educators
b) Toll-Free Information Line, where financial counselors can address questions regarding financial management, including debt reduction, home buying, budgeting, foreclosure prevention, bankruptcy prevention, etc.

NOTE: Specific services, as listed above, may be deleted, modified, or redefined by IMPACT with notice to Employer, as needed.

III MY SECURE ADVANTAGE STATEMENT OF WORK

My Secure Advantage (MSA) shall provide the following Services (the **"Services"**):

1. **Services.**

1.1 Overview

MSA will provide Company's eligible employees (each a "Member") with its multi-dimensional financial wellness platform, My Secure Advantage™ Financial Wellness Program (MSA program) as a benefit in the United States.

1.2 Description of Services

The MSA program gives Members access to financial coaching, home buying coaching, tax services, identity monitoring, education, legal referrals, and 24/7 financial website resources. Some of the MSA program services are only available to the Member during the Member's Wellness Benefit Period. A Member's Wellness Benefit Period begins on the day of their first session with a Money Coach and continues for the number of consecutive calendar days specified in Section 2.0 of this Statement of Work. Members with a 365-day Wellness Benefit Period have year-round access to all program services.

- Areas of personal finance covered by Services, include, but are not limited to:
  - Credit
  - Debt
  - Budgeting
  - Tax Planning
  - Retirement
  - College planning
  - Financial Planning
  - Mortgage
  - Divorce Planning
  - Insurance
  - Investments
  - Student Loans
  - Home Buying
  - Estate Planning

1.2.1 Financial Coaching

For the duration of the Member's Wellness Benefit Period, Members will have unlimited access to a personal Money Coach to work with on an on-going basis. The personal Money Coach will guide the Member toward financial wellness by identifying the Member's personal financial goals, assessing the Member's financial situation and providing a suggested detailed action plan to accomplish those goals.

Financial coaching sessions are:

- Unlimited in number with a personal Money Coach
- By appointment as requested by the Member and at times mutually agreed to by both Member and the personal Money Coach.
- 30 minutes per session.

- Sessions are conducted telephonically.

The personal Money Coach will:

- Conduct a baseline measurement of the Member's financial wellness through a Financial Wellbeing survey that is provided to the Member during the intake process or the first consultation. MSA's Financial Wellbeing survey yields a score between 1 and 10, 1 being extreme financial distress and 10 being no financial distress. The Financial Wellbeing survey will be provided every 90 days thereafter while the Member is engaged in the MSA program. Results will be shared with the Member and aggregated and reported back to Company.
- Establish a financial assessment and action plan based on the Member's top priorities, which will be discussed with and provided to the Member.
- Monitor the Member's progress, adjusting strategy when necessary.
- Prompt the Member to schedule the next consultation at the end of each session. The Member will determine frequency based on individual need.

1.2.2 Tax Services

For the duration of the Member's Wellness Benefit Period, MSA Tax specialists will provide Members with consultation and guidance on dealing with U.S. Federal and State individual tax issues. Examples of this consultation and guidance include:

- Guidance on the tax implications of various forms of compensation, including stock options
- Guidance on restricted stock units and selling ESPP stock and strategies to minimize the taxes associated with such events
- Assistance to foreign nationals on proper filing status and deductions
- Guidance to Members who are dealing with the IRS or state agencies on creating responses to notices, setting up payment plans, and other available options
- Guidance around a wide array of general tax issues including, for example, deductions, capital gains, starting a business, and claiming dependents
- MSA will offer to refer Members to a voluntary third-party tax preparation service that offers a discount in tax preparation fees to MSA program participants.
- MSA will offer to refer Members to voluntary third-party tax preparation software that will offer discounted tax preparation fees to MSA program participants.

1.2.3 Identity Monitoring

- For the duration of the Member's Wellness Benefit Period, Identity Monitoring across High Risk Transactions: Monitor enrolled Member's name and social security number across a network of companies who utilize the "out of wallet" knowledge-based authentication questions to verify an identity during a transaction. Monitored Members will receive a real-time alert via the email on record when the "out of wallet" knowledge-based authentication questions have been activated. The notification will include two buttons: "dismiss" or "red alert." If the Member is involved with the transaction, they can press "dismiss." If the Member is not involved with the transaction, they can press "red alert." This sends a message back upstream. This alert can be received by the company conducting the transaction and can sometimes stop the transaction before completion. No Personally Identifiable Information (PII) is transmitted with the red alert process. Examples of monitored transactions include: bank password reset, account openings, payroll access, credit card activation, electronic funds transfer, and online prescription refills. The monitored network is extensive; however, it does not monitor all high-risk transactions. It does not cover all companies who utilize the "out of wallet" knowledge-based authentication question process, nor do all high-risk transactions involve the use of the knowledge-based authentication process.

- For the duration of the Member's Wellness Benefit Period, ongoing security assessment alerts to protect the Member's identity from fraud or other security breaches. Continuous 24/7 Identity Monitoring includes fraud alerts to the Member for suspicious activity. Alerts are viewable 24/7 on the ID Monitoring dashboard in the Member's personal MSA website. The Member will also receive notifications via email.
- For the duration of the Member's Wellness Benefit Period, Members can enroll in Credit Monitoring and receive 24/7 monitoring of all credit activity as reported by a single bureau with new credit inquiries monitored on a daily basis. Alerts are sent, via email or text, for any detected activity, with the ability to confirm whether suspicious activity is fraudulent or not.
- For the duration of the Member's Wellness Benefit Period, Members enrolled in Credit Monitoring can view a by a single bureau credit report (updated annually) and credit score (updated every 30 days) on their personal MSA website.
- For the duration of the Member's Wellness Benefit Period, unlimited access to Fraud Resolution Specialists™ (FRS) to address and assist in the effort to repair identity in the event the Member's identity has been compromised. Comprehensive identity recovery service includes but is not limited to, working with creditors, collection companies, collection law firms and Credit Reporting Agencies. As designated by the Member, the FRS will serve as a personal advocate in representing the Member in disputing and clearing up fraudulent or incorrect claims and credit records.
- For legal needs related to the identity theft, Members will receive a referral to a network attorney who will provide them with a free initial consultation, plus a 25% discount off fees if the attorney is retained.

- **Exclusions:**
  - MSA is not responsible for providing fraud resolution services under this Statement of Work for Members if the theft of personal information that preceded the fraudulent activities occurred prior to the Effective Date of this Agreement, written above.
  - MSA is not responsible for providing fraud resolution services for Company's Members if Company, its affiliates or subsidiaries, or companies providing employee benefit services to Company's Members, have experienced a data security breach. A data security breach is the unauthorized movement or disclosure of sensitive information to a party, usually outside the organization, that is not authorized to have or see the information.

1.2.4 Education

- 2 live financial education webinars per month.
- Quarterly Forums - questions pre-submitted are answered by a panel of Money Coaches during the webinar. Live Q&A follows.
- Monthly Newsletter containing financial tips, instructional articles, invitations to webinars and benefit component reminders.

1.2.5 Legal Referrals

- For legal needs related to the financial matter at issue, Members will receive a referral to a network attorney who will provide them with a free initial consultation, plus a 25% discount off fees if the attorney is retained.

1.2.6 Website

- 24/7 access to online financial content
- My Secure Advantage (MSA) Website: The Member will have access to a secure, private MSA website that is a collaborative tool for coaching, which may include highlights and suggestions from their personal Money Coach. The Member can dictate what information, if any, is shared with their personal Money Coach on the MSA website.
- MSA Wallet: Personal Financial Management software that will allow Members to track their banking and investment activity across all of their financial accounts. The Member can dictate what information, if any, is shared with their personal Money Coach in the MSA Wallet application.
- Online Assessment and Action Plan
- On-demand learning through education and instructional videos
- Financial calculators and financial articles
- Access to self-help legal forms

1.2.7 Access to Services

- Members will call a toll-free number and give the Financial Success Coordinator their name, or employee identification and the type of financial matter at issue. The Financial Success Coordinator will schedule an appointment with an MSA professional Money Coach or Fraud Resolution Specialist™ who will call the Member to provide a telephonic consultation.
- Once a Member has met with a Money Coach, future appointments will be made directly with their Money Coach.
- Financial Success Coordinators will be available Monday through Friday 6:00 am to 5:00 pm PT.
- Coaching appointments are available between 6:00 am and 8:00 pm PT.
- Members may also access services and book appointments by visiting the MSA website 24/7.

1.2.8 Reports

MSA will provide Company with Quarterly Participant usage reports which shall include the following:

- Requests for Coaching
- Topics Requested
- Number of Consultations
- Average 1st and 2nd Personal Financial Wellbeing Scores
- Webinar Attendance
- Website Registrations

1.2.9 Marketing

- MSA will provide Company access to a digital Marketing & Communications guide which will include standardized marketing resources that the Company can customize. Resources include:
  - Posters
  - TV screens
  - Intranet communication template

    - Flyers
    - Brochures
    - Email template
  - Additional customization of marketing materials is not included
  - Printed collateral not included

1.2.10 Support

  - Up to two times each calendar year, MSA customer success team will be available to conduct telephonic meetings to review program utilization and discuss ideas for increasing employee participation.

2. Primary Contacts/Project Managers

MY SECURE ADVANTAGE, INC.	**CITY OF AVON**
Katie Winkler	____________________
3001 Lava Ridge Court, Suite 250	____________________
Roseville, CA 95661	____________________

The above individuals will be responsible for managing and responding to questions and issues arising in the course of MSA's performance of the Services described in this Statement of Work.

3. Invoicing/Payment Terms. Invoicing/Payment terms shall be as set forth in the Master Services Agreement.

4. Amendment/Modification. Either Party may request an amendment to or modification of this Statement of Work due to a change in the scope of the project which may also result in a change in fees. No amendment or modification of this Statement of Work shall be valid or binding unless it is in writing and duly executed by both parties.

IV. Fees

Employee Assistance and Work/Life Program (to be provided only to Employer's Covered Employees and his/her household members, dependents, and parents/in-laws):

$2.05 PE/PM

MSA FINANCIAL WELLNESS PROGRAM with a Wellness Benefit Period of 90 days

$750 Flat Fee Per Month at quoted population of 175.

For wellness periods of 30, 90, or 180 only:
The parties understand and agree that at the conclusion of each Member's initial 90-day wellness benefit period, the Member has the option of continuing to work with their personal Money Coach as part of this program under a self-pay arrangement at the month-to-month cost of $39.95 per month. Members will be the sole arbiter of how long they continue working with their Money Coach under this self-pay arrangement.

V. Additional Terms and Conditions

1) Employer shall assign at least one person from its staff to act as the liaison with IMPACT regarding Employee Assistance and Work/Life Program matters, (hereinafter referred to as "EAP and Work/Life Liaison"). In addition to their regular work assignments and duties, the EAP and Work/Life Liaison shall be responsible to make all good-faith efforts reasonably required to ensure the successful implementation and operation of the IMPACT Employee Assistance and Work/Life Program. Such efforts shall include but not be limited to:

   a) Timely scheduling of orientation meetings for all employees;

   b) Making suggestions to improve quality and accessibility of EAP and Work/Life services;

   c) Ensuring that all covered members, supervisors, and managers are familiar with the EAP and Work/Life services, policies and procedures;

   d) Identifying needs within the organization which the EAP and Work/Life Program could address.

NOTE: IMPACT does not warrant any of these services listed above which are to be provided by third parties, such as referral services, and IMPACT shall not be liable for any claims, liabilities or damages arising from services performed by any such third party.