



DIABETES & CHRONIC DISEASE MANAGEMENT MASTER SERVICES AGREEMENT

This Chronic Disease Management Master Services Agreement (“MSA”), effective this first day of October 2021 (“Effective Date”), is entered into by and between Kannact, Inc., having its principal place of business at 2121 N.E. Jack London St. #200, Corvallis, Oregon 97330 (“Kannact”), and CLIENT, on behalf of its affiliates and the entities for which it performs management services (“Customer”). Each party is hereafter collectively referred to as “the Parties” and individually referred to as “Party”.

This MSA is intended to cover the parties’ obligations with respect to Customer utilizing services provided by Kannact (hereinafter referred to as the “Transaction”). Subject to this MSA, the applicable services selected by Customer shall be listed on a Statement of Work (“SOW”), which is hereby incorporated by reference (collectively, the MSA and SOW are the “Agreement”).

RECITALS

WHEREAS, Kannact is engaged in the business of providing clinical recommendations, behavioral health, coaching services, products and technology solutions to assist individuals with the self-management of their health and wellness, including management of chronic conditions (e.g., diabetes and cardiovascular disease) and cardiovascular and metabolic risk factors (e.g., high blood sugar, hypertension and obesity) (hereinafter referred to as the “Chronic Care Program”) and the management of medications associated with those chronic conditions (hereinafter referred to as the “Medication Management Services”) (collectively, the Chronic Care Program and Medication Management Services are referred to as the “Services”);

WHEREAS, Customer sponsors a health and/or medical benefits plan or other similar program for the benefit of its employees and their dependents (hereinafter referred to as “Health Plan”);

WHEREAS, Customer desires and elects to provide some or all of the Services in the benefits package it offers to its eligible employees and their dependents who are covered by the Health Plan (“Plan Members”); and

WHEREAS, Kannact shall provide some or all of its Services, as selected by the Customer and identified in the SOW, to the Plan Members pursuant to the terms of this Agreement, for and on behalf of Customer.

NOW, THEREFORE, in exchange for the promises made hereunder and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS

1. Term and Termination. The initial term of this Agreement (“Initial Term”) shall commence on the Effective Date and continue for twelve (12) months from the Effective Date. Except as otherwise provided herein, this Agreement shall automatically renew for additional twelve (12) month periods (each, a “Renewal Term”) and expand to full Chronic Condition Management unless either Party provides at least sixty (60) calendar days advance written notice to the other Party prior to the end of the Initial Term, or any Renewal Term if applicable, of its intent not to renew this Agreement. The Initial Term and Renewal Term are collectively referred to herein as the “Term.” Ninety (90) calendar days prior to the end of the Initial Term and any Renewal Term, Kannact will review its Service Fees (as defined herein) with Customer, and such Service Fees may be increased, upon mutual written consent of the Parties, during the upcoming Renewal Term.

Notwithstanding any other provision herein, either Party may terminate this Agreement, for its sole convenience and without cause, as of any date after two hundred and seventy (270) calendar days after the Effective Date by providing not less than sixty (60) calendar days’ prior written notice to the other Party of its intention to terminate this Agreement.

Either Party may terminate this Agreement immediately in the event (i) the other Party commits a material breach of this Agreement, and such breach is not cured within thirty (30) business days following written notice thereof to the other Party, or (ii) the other Party files or is subject to any voluntary or involuntary bankruptcy, receivership, assignment for the benefit of creditors or similar proceeding.

Upon expiration or termination of this Agreement, Kannact is under no further obligation to provide the Services to

Plan Members enrolled in Services (“Participants”), and all unpaid Service Fees for Services actually rendered will be due and payable. For the benefit of the Participants, the Parties may mutually agree, in writing, to provide the Services to Participants for a specified time period after the termination or expiration of this Agreement, and Customer shall be invoiced and pay all associated Service Fees due during this specified time period.

2. Services. This Agreement sets forth the terms and conditions that will govern the Services provided to Customer. Each SOW shall set forth: (i) a description of the Services to be provided by Kannact; (ii) the PPPM (as defined herein) fees associated with the selected Services; (iii) and such additional terms and conditions as may be mutually agreed upon by Kannact and the respective Customer as it relates to this Transaction. Changes in the Services described in the SOW may be made only by a written amendment to the SOW signed by authorized representatives of the Parties.

Fees and Payment Terms. Kannact will, on a monthly basis, invoice Customer an amount based on the Services rendered to Participants on a per participant per month (“PPPM”) basis (“Service Fees”). The Service Fees will be based on the number of Participants enrolled in Services as of the last day of the preceding month. Customer has authorized to receive medical claims billing through medical claims passthrough billing model with COMPANY and agrees to pay such Service Fees within thirty (30) calendar days of the date of any invoice. Customer reserves the right to transition from medical claims billing to direct invoice if a (60) day notice is given. Customer hereby acknowledges that it is solely responsible for paying all applicable Services Fees. If the Customer fails to make any payment within (60) calendar days from the date of Kannact’s written notice to Customer of such failed payment, and such withheld payment is not the result of Customer’s good faith dispute of the applicable invoice, Kannact shall have the right to suspend or terminate providing Services.

The Service Fees shall not change, regardless of the testing supplies utilized by a Participant that is approved by their prescribing physician and Kannact receives a copy of the prescription. The Service Fees do not include the cost of any other of Participant’s prescribed or over-the-counter medications (e.g., insulin) required to manage their chronic condition.

3. Duties of Kannact. During the Term of this Agreement, Kannact shall make available and provide its Services to all Plan Members who voluntarily and successfully enroll as Participants. Kannact shall provide promotional material, approved by Client, to the Customer, which may be further provided to Plan Members to create awareness of and encourage enrollment in the Services. Kannact will provide targeted outreach and recruitment strategies in an effort to engage eligible Members on the Health plan. Kannact will report to Customer aggregated and de-identified usage and biometric information on Participant’s participation in the Services as part of the quarterly report. Reports will be distributed to Customer and authorized Vendor(s) in compliance with all applicable regulations. The Parties agree that all such reports shall be treated as Confidential Information (as defined in the Nondisclosure Agreement signed by the Parties) and shall otherwise be maintained in accordance with applicable law. Kannact will perform detailed analysis of each enrollee to determine eligibility for participation. Eligibility is defined as being eligible on the health plan as stated in the monthly eligibility file received from the client. Eligibility into The Kannact Program is defined as having clinical confirmation of a covered condition; clinical confirmation includes a Medical Diagnosis or Prescription identified via Medical or Pharmacy Claims, Physician Prescription or verification, reported Biometric numbers that are considered variable from National Institute of Health recommended ranges based on Participant sex, age and risk factors. Should an Individual self-report conditions, Individual will be tracked for up to (90) days to confirm self-reported Condition through Medical and/or Pharmacy Claims data.

4. Duties of Customer. In order for the Services to be successful, the Customer must act in good faith to: (i) offer the Services to all Plan Members at no cost to Participants and as a 100% covered benefit under the Health Plan; (ii) actively promote and co-market the Services to Plan Members and encourage qualified Plan Members to enroll and participate in the Services; (iii) permit Kannact to promote and market the Services directly to Plan Members, through targeted communication, including mailers, emails, and/or phone calls to Plan Members who are identified as individuals who would benefit from the program, subject to applicable laws and regulations; Customer agrees to: (iv) cooperate with Kannact on actions required to implement the Services, enroll Plan Members, and manage ongoing provision of the Services; and (v) provide and/or ensure that its third-party administrator, when applicable, provides Kannact with an initial Plan Member eligibility file, Medical and Pharmacy claims data sixty (60) days prior to program launch. If not received, Customer agrees that the program launch may be subject to delay.

5. Participant Termination. Customer agrees to pay the applicable Service Fees for each Participant for the first six (6) months of Participant’s enrollment in the Services, regardless of Participant’s continued participation or eligibility after

enrollment.

Following the initial six-month period, a Participant may terminate Services based on the following guidelines:

(i) a Participant who ceases his or her activity in the Services for ninety (90) consecutive, calendar days shall automatically be treated as having terminated his or her enrollment as of the ninety-first (91) consecutive day of inactivity. The Customer will no longer be invoiced for the Participant after the ninety-first (91) day. For purposes of this provision, activity is defined as taking a reading (i.e., testing one's blood glucose level, blood pressure, and/or submitting one's weight) or interacting with a Kannact coach via phone or digital communications; (ii) any Participant may terminate his or her enrollment in the Services at any time upon providing notice to Kannact at support@kannactnow.com or to Participant's coach via messaging through the Kannact portal or app. The Customer will be invoiced for the Participant for the month of termination, and one additional month following the termination; and (iii) any Participant that becomes no longer eligible for the plan benefit will be terminated from the program. The Customer will be invoiced only for the month of termination.

6. Property Rights. Each Party shall retain all right, title, and interest in and to its respective intellectual property, trademarks, or company logos. Kannact may use Wellpath's name and logo to identify Wellpath as a current served customer in Sales Materials or the Prospectus when deemed appropriate for the audience. Kannact's use of the Wellpath name and logo does not create any ownership right therein and all rights not granted to Kannact are reserved by Wellpath. Kannact will not, without Wellpath's prior written consent, reproduce, distribute or in any manner use (a) the 'Wellpath' name, brand, logo or trademark or any reasonably similar variant or derivative thereof. Any use by a Party of the intellectual property, trademarks, or company logos of the other Party shall conform to any usage guidelines or instructions that such other Party may provide from time to time, and each Party shall promptly remedy any failure to conform to such guidelines as are communicated to it by the other Party.

7. No Medical Advice or Practice of Medicine. Customer hereby acknowledges and agrees that the Services includes behavioral and lifestyle coaching services and tools to Participants that are informational in nature to assist Participants in the self-management of their health and wellness and is neither intended for nor replaces a physician or other care providers services and/or medical advice. Customer hereby acknowledges that Kannact is not engaged in the practice of medicine, and its Services are not a substitute for the professional judgement of and treatment by Participant's healthcare providers or any healthcare providers. Furthermore, Customer hereby acknowledges that healthcare providers have complete and sole responsibility for the medical treatment of their patients, and healthcare providers may or may not utilize their ability to access the Participant's portal or reports derived from the Participant's participation in the Services, which may be provided by Participant to their healthcare provider. Additionally, Services are not intended to address urgent or emergency conditions.

8. Limitations of Liability. The express warranties set forth in this Agreement are the exclusive and sole warranties made to Customer by Kannact. Kannact makes no other warranty, expressed or implied. Kannact does not warrant that the operation of, and Participant's participation in, the Services will be error free. Each Party and its third-party vendors shall have no liability for special, indirect, consequential, exemplary or incidental damages, including, without limitations, for loss of use, data, profits or goodwill, whether in an action in contract, tort (including negligence), warranty or otherwise, arising out of or in connection with this Agreement, even if the Party or such third-party vendors have been advised of the possibility of such losses or damages.

9. Indemnification and Hold Harmless. Either Party shall defend, indemnify and hold harmless the other Party and its respective officers, directors, employees, agents, and representatives against any and all third-party actions against the breaching Party for damages, injuries, claims, losses, liabilities, judgments, lawsuits and/or other such proceedings, and expenses (including court costs and reasonable attorneys' fees) arising out of or resulting from any breach by either Party of its obligations under this Agreement.

10. Insurance. Kannact will maintain such insurance coverage as is commercially reasonable and necessary to support and cover its indemnification obligations and other obligations under this Agreement.

11. Additional Agreements Required. Before enrolling Plan Members into the Services, the Parties hereby agree to execute a Business Associate Agreement ("BAA") and Nondisclosure Agreement ("NDA") that is mutually acceptable to the Parties.

12. Miscellaneous Provisions.

a. **Further Assurances**

In connection with this Agreement and the transactions contemplated by it, each Party agrees to provide further assurances if requested by another Party. These further assurances include signing and delivering any additional documents, instruments, conveyances, and other assurances or taking any further actions necessary to carry out the provisions of or transactions contemplated by this Agreement.

b. **No Waiver**

A Party's failure to insist upon strict performance of any provision or obligation of this Agreement for any period of time is not a waiver of that Party's right to demand strict compliance in the future. An express or implied consent to or waiver of any breach or default in the performance of any obligations under this Agreement is not a consent to or waiver of any other breach or default in the performance of the same or of any other obligation.

c. **Governing Law; Venue**

This Agreement is governed, construed, and administered according to the laws of the State of Oregon, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of Oregon or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Oregon.

A cause of action arising out of this Agreement includes any cause of action seeking to enforce any provision of or based on any matter arising out of or in connection with this Agreement or the transactions contemplated by it. The Parties agree that any suit, action, or proceeding—whether in contract, tort, or otherwise—arising out of this Agreement must be brought in a state or federal court or courts located in the State of Oregon if one of these courts has subject-matter jurisdiction over the suit, action, or proceeding. Any cause of action arising out of this Agreement is deemed to have arisen from a transaction of business in the State of Oregon. Each Party irrevocably consents to the jurisdiction of these courts (and their respective appellate courts) in any cause of action arising out of this Agreement. To the fullest extent permitted by law, each Party irrevocably waives any objection that it may have now or later to the venue of any action arising out of this Agreement in any of these courts, including an inconvenient forum petition.

d. **Dispute Resolution**

Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall first attempt to be settled through good faith negotiation between the Parties. If the dispute cannot be settled through negotiation, the parties agree to attempt in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties shall work in good faith to select a mutually agreed upon mediator. If the Parties cannot agree to a mediator, each Party shall appoint its own mediator. Within ten (10) days of their appointment, the appointed mediators shall then select a neutral mediator to oversee mediation between the Parties.

e. **Attorneys' Fees**

In the event of any dispute relating to this Agreement that is not otherwise settled through negotiation or mediation, the prevailing Party shall be entitled to reimbursement of attorney's fees and costs from the non-prevailing Party.

f. **Remedies Cumulative**

Except to the extent this Agreement expressly provides otherwise, the rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity, or otherwise.

g. **Force Majeure**

Either Party's failure to perform its duties pursuant to this Agreement will be excused because of any delay or prevention, directly or indirectly, caused by any condition beyond its control including, but not limited to: fires; floods; earthquakes; hurricanes; disasters; other acts of God; accidents; riots; wars; operation of law; strikes; governmental action or regulation; shortage of labor, power, supplies or transportation; or supplier delay.

h. Notices

Unless otherwise stated, all notices, requests, consents, claims, demands, waivers, and other communications called for under this Agreement must be in writing and will be considered given: when delivered by hand (with written confirmation of receipt); when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); on the date sent by facsimile or email as a PDF document (with confirmation of transmission) if sent during recipient's normal business hours, and on the next business day if sent after normal business hours of the recipient; or on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

The written notice must be sent to the respective Parties at the Party's last known address (or at the address a Party has specified in a notice given in accordance with this Section).

i. Severability

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

Upon a determination that any provision is invalid, illegal, or unenforceable, the Parties to this Agreement shall negotiate in good faith to modify this Agreement to affect the original intent of the Parties as closely as possible in a mutually acceptable manner so that the transactions contemplated by this Agreement can be consummated as originally contemplated to the greatest extent possible.

j. Separate Counsel

By signing this Agreement, each Party acknowledges that this Agreement is the product of arms-length negotiations between the Parties and should be construed as such. Each Party acknowledges that he or she has been advised to seek separate counsel and has had adequate opportunity to do so. No Party may claim that an ambiguity in this Agreement should be construed against any other Party or that there was any coercion, duress (economic or otherwise), negligent misrepresentation, or fraud (including fraud in the inducement) affecting the validity or enforcement of this Agreement.

k. Entire Agreement

This Agreement constitutes the sole and entire agreement of its Parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the subject matter. As between or among the Parties, no oral statements or prior written material not specifically incorporated in this Agreement has any force or effect. The Parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements in this Agreement and no others.

l. Amendments

No provision of this Agreement may be amended or modified except by a written instrument executed by the Parties.

m. Multiple Originals; Validity of Copies

This Agreement may be signed in any number of counterparts, each of which will be deemed an original. Any person may rely on a copy of this Agreement that any Party certifies to be a true copy to the same effect as if it were an original.

Each party appending signature hereto represents and warrants that he or she has the necessary authority to bind the Party set forth below. **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date written above. ***Additional signatures required on the following page 6, Statement of Work.***

COMPANY:
Kannact, Inc.

CUSTOMER:
CLIENT

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date _____



STATEMENT OF WORK

Customer: CLIENT
Client Point of Contact
POC Email Address

Kannact Account Executive: Olivia McIver
Omciver@kannact.com

This Statement of Work (“SOW”) is entered into as of the Effective Date stated on the Master Services Agreement (“MSA”) between Kannact, Inc. and CLIENT. The Parties acknowledge and agree that the provisions of the MSA shall apply to this SOW as though such provisions were set forth herein in their entirety.

Services Offered to Plan Members:

	PPPM
Diabetes Management Program	\$70.00

Kannact Covered | Eligible Conditions Defined:

Indian River County Members must have clinically confirmed diagnosis of Type I, Type II or Gestational Diabetes to be eligible for Kannact Services: Once enrolled, Kannact may engage with Participants on additional conditions such as; Cardiovascular Disease (Hypertension, Atrial Fibrillation, Stroke, and/or Heart Attack, etc.), Dyslipidemia, Chronic Lung Disease, Asthma, Obesity, Arthritis, Hyperthyroidism, Hypothyroidism, Cancer, Chronic Kidney Disease, COPD, Etc. based on standards from the National Institute of Health.

Supplies Provided Per Condition Confirmation:

Chronic Condition:
Diabetes: Glucometer, strips & lancets
Hypertension and/ or Cardiovascular Disease: Blood Pressure Cuff
Obesity: Weight scale

Programs include Proprietary Medical and Pharmacy Data Analysis, Biometric Testing Supplies (per eligible condition(s)), Personalized, 1-on-1 Coaching or Personalized Digital Coaching, Medication Management Services, Full Account and Client Experience Support, Outreach and Promotion Materials, in addition to Quarterly and Annual Health Outcomes Reporting. Annual Reporting to also contain financial outcomes reporting should Client facilitate appropriate relationships to provide Kannact Medical and Pharmacy Claims Data information.

Program Design: Voluntary, Opt-in Model; Participants must take the initiative to enroll and provide consent prior to enrolling.

Marketing and Promotion Plan: Kannact to provide Marketing flyers in addition to outreach for members who utilize the link provided to “Learn more about Kannact/Enroll.”

Billing: For purposes of billing the Chronic Disease Management Program, Kannact shall utilize engagement and clinical confirmation reports to determine the applicable PPPM pricing based off of the Participant’s usage of the Services and submit via passthrough medical claims billing to COMPANY on behalf of CLIENT

IT WITNESS WHEREOF, the Parties, hereto, through their duly authorized officers, have executed this Statement of Work to the Master Services Agreement, as of the Effective Date stated therein.

COMPANY:
Kannact, Inc.

CUSTOMER:
CLIENT

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____