

Lantern Surgery Care Client Pass-Through Terms and Conditions

Employer Direct Healthcare, LLC, doing business as **Lantern Specialty Care** ("LANTERN") will provide Client the services described herein (the "**Services**"), subject to and in accordance with the following terms and conditions ("**Client Terms**"). LANTERN is HealthJoy's third party provider for the Services on this Attachment.

1. **DEFINITIONS.** Unless defined herein, all capitalized terms shall mean as set forth on the Order Form or the related agreement between HealthJoy and the Client.

1. "**Care Advocate**" shall mean LANTERN's personnel responsible for providing administrative and support services to Enrollees seeking access to the Services.
2. "**Client**" means a customer who purchases the Services described herein through HealthJoy's concierge healthcare navigation platform.
3. "**Enrollee**" means all eligible individuals domiciled in the United States receiving benefits under a Plan at the time Covered Services are requested (including, for the sake of clarity, any individual utilizing such health plan through COBRA or as a dependent or beneficiary of an employee).
4. "**Medically Necessary Service**" means a health care item or service that a Participating Provider determines to be both reasonable and necessary to diagnose or treat an illness, injury, condition, disease, or symptom of an Enrollee which is consistent with accepted standards of medicine.
5. "**Participating Provider**" means each hospital, healthcare facility, laboratory, person, or entity duly licensed to provide Covered Services to an Enrollee (or any other provider of medical services, products, or supplies which are Covered Services) with whom LANTERN has a contractual relationship (either directly or as a subcontractor of a party with whom LANTERN has a direct relationship).
6. "**Plan**" means any self-insured health benefits plan sponsored by Client.

2. **TERM**

LANTERN will provide access to the Services described herein to Client 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 for as long as the HealthJoy Agreement is in effect between Client and HealthJoy, and the separate agreement is in place between LANTERN and HealthJoy.

3. **SERVICES**

3.1 **Network Access and Covered Services.** LANTERN will provide Enrollees with access to Participating Providers for the purpose of Enrollees seeking Medically Necessary Services from such Participating Providers related to Episodes of Care ("**Covered Services**"). As used herein, "**Episode of Care**" means an episode of medical care sought by an Enrollee related to the non-exhaustive list of medical specialties set forth in the table below. An Episode of Care commences at the time an Enrollee is admitted to a Participating Provider inpatient facility, outpatient facility, surgery center, in-office procedure room, or other health care facility setting and ends when such Enrollee is discharged from the applicable health care facility.

Orthopedic Surgery	Neurological Surgery	General Surgery	Gastroenterological Surgery
Gynecological Surgery	Thoracic Surgery	Otolaryngological Surgery	Bariatric Surgery
Interventional Pain Management	Urological Surgery	Cardiac Surgery	

3.2 **Medical Necessity.** Notwithstanding any Plan requirement to the contrary, it shall be in the Participating Provider's sole discretion to determine the medical necessity of any Covered Service. If at any time during an Episode of Care, a Participating Provider determines that any Medically Necessary Service must be performed on an urgent or emergency basis to preserve the life of an Enrollee, such services shall be Covered Services under these Client Terms. If any such urgent or emergency Medically Necessary Services are provided to an Enrollee by a health care provider that is not a Participating Provider, charges for such services may be billed by such health care provider through the primary third-party administrator responsible for administering medical benefits for the Plan ("**Primary TPA**"), subject to the Plan's coverage exclusions and/or coverage requirements.

3.3 **Long-Term Care.** In the event an Episode of Care extends more than ten (10) days beyond its anticipated duration due to unanticipated circumstances (e.g., medical complications) occurring during the Episode of Care, LANTERN will notify HealthJoy, and HealthJoy will notify Client. LANTERN and HealthJoy will use good faith efforts to communicate the circumstances of such Episode of Care to Client and determine a solution regarding the transition of coverage for the Enrollee's continued care (e.g., transition of coverage to the Primary TPA or otherwise).

3.4 **Covered Service Exclusions.** For purposes of clarity, nothing in the HealthJoy Agreement or these Client Terms shall prohibit Participating Providers and non-Participating Providers, as applicable, from billing the following through the Primary TPA, subject to the Plan's coverage exclusions and/or coverage requirements: (i) certain medical consultations and certain diagnostic testing that are not part of the Covered Services provided by and billed by non-Participating Providers in advance of an Episode of Care to determine whether or not the services sought by an Enrollee are Medically Necessary Services (e.g., clinical consultations with specialists, laboratory testing, and/or imaging performed by non-Participating Providers); (ii) convenience items (e.g., charges for telephone use, premium television access, guest meals, or other similar items or services furnished for the convenience/comfort of a Enrollee); and (iii) any service that is not a Covered Service and not Medically Necessary Service (e.g., an elective cosmetic procedure performed in connection with Covered Service).

3.5 **Plan Exclusions.** The Plan shall not exclude any category or type of Episode of Care that are within the scope of the Covered Services from being offered by LANTERN and fulfilled by Participating Providers (a "**Plan Exclusion**"), except for Plan Exclusions relating to Bariatric Surgery.

3.6 Enrollee Support. Enrollees will receive access to Participating Providers and the Covered Services by contacting LANTERN via telephone, email, or webchat and communicating with a Care Advocate; provided, initial outreach to LANTERN may be performed by HealthJoy's concierge personnel on behalf of an Enrollee. Following any such initial outreach by the Enrollee and/or HealthJoy on behalf of the Enrollee, LANTERN's Care Advocates will, as applicable: (i) accept inquiries from Enrollees by phone and electronically; (ii) if requested, assist Enrollees seeking Covered Services from Participating Providers with obtaining and transferring required documentation or forms, including waivers, consents, and other applicable documentation; (iii) provide Enrollees with information relating to a Participating Provider; (iv) for any Enrollee seeking Covered Services from a Participating Provider, provide the Enrollee with non-clinical guidance by answering or directing questions as they may arise; (v) assist Enrollees with planning and scheduling Covered Services with Participating Providers (including reasonable assistance with the planning and scheduling of any necessary travel or other logistical issues); (vi) if requested, provide information to Enrollees relating to the anticipated and/or estimated costs of Covered Services sought from Participating Providers; (vii) upon reasonable request of Designated Client, refer Enrollees to other benefits administrators or service providers of Client who are deemed by the Care Advocate to potentially benefit from such third party's services; and (viii) receive referrals and engage with Enrollees who are deemed by other benefits administrators or service providers of Client to potentially benefit from LANTERN's Services. LANTERN's Care Advocate call center will be accessible to Enrollees from 6:00 AM to 10:00 PM prevailing Central Time, Monday through Friday, with the exception of LANTERN's customary companywide holidays.

3.7 Participating Provider Credentials. LANTERN will require each Participating Provider to cooperate and comply with LANTERN's credentialing program. Such credentialing program will require Participating Providers to be registered or otherwise qualified in accordance with applicable law and, when applicable to a Participating Provider's role in care processes, to meet accreditation standards, including without limitation, those of the National Committee for Quality Assurance, Joint Commission, or Det Norske Veritas. LANTERN's credentialing program for Participating Providers may also include a review of, as applicable: (i) specialized training, board certification, and fellowships in applicable fields; (ii) relevant and available criminal history; (iii) malpractice claims; (iv) medical board or state licensure sanctions; (v) when applicable, the Participating Provider's procedure-specific treatment and care protocols; and (vi) any other publicly available records. LANTERN will require Participating Providers to provide LANTERN with documentation and/or primary sources evidencing such credentialing, and LANTERN may require Participating Providers to comply with additional credentialing practices and programs of LANTERN. LANTERN will be responsible for verifying that each Participating Provider satisfies all applicable credentialing requirements.

3.8 Travel Benefits. From time to time, an Enrollee may be required to travel by car or airplane to a Participating Provider in relation to an Episode of Care. LANTERN will coordinate and administer travel related to an Enrollee's Episode of Care in accordance with the Plan's requirements, which will include, as applicable, LANTERN's coordination of logistics and payment related to airfare, hotel, mileage for driving, and/or other daily expense allowance(s) in accordance with the table set forth below ("**Travel Benefits**"). It shall be the sole responsibility of an Enrollee traveling for an Episode of Care to obtain advice from the Participating Provider or the Enrollee's existing treating physician as to whether such Enrollee is fit for any such travel.

Description	0 - 99 Miles	100 - 199 Miles	200+ Miles
Travel incentive - Hotel	Hotel expenses covered	Hotel expenses covered	Hotel expenses covered
Travel incentive - Airfare	Airfare expenses not covered	Airfare expenses covered	Airfare expenses covered
Travel incentive - Car	\$25 mileage reimbursement	\$50 mileage reimbursement	\$100 mileage reimbursement
Travel incentive - Per Diem	\$35 per diem for expenses	\$35 per diem for expenses	\$35 per diem for expenses
Companion Coverage	Hotel/transportation costs for companion covered	Hotel/transportation costs for companion covered	Hotel/transportation costs for companion covered

3.9 Claims, Travel Charges, and Administrative Charges.

3.9.1 Processing. LANTERN will receive and process claims, invoices, and other written or electronic notices or requests for reimbursement from: (i) Participating Providers related to Covered Services provided to Enrollees (collectively, "**Claims**"); (ii) travel-related vendors in connection with Travel Benefits provided to Enrollees ("**Travel Charges**"); and (iii) other vendors or suppliers relating to LANTERN's provision of administrative services, including: (A) expenses relating to medical records transfer on behalf of a Enrollee, (B) expenses related to paper/electronic Claims submission, and (C) temporary debit card fees related to administration of the Travel Benefits or other Enrollee financial incentives ("**Administrative Charges**"). Upon receipt, LANTERN will process and pay Claims, Travel Charges, and Administrative Charges according to the rates and terms agreed upon by LANTERN and the Participating Provider or other vendor.

3.9.2 Payment. HealthJoy will initiate draws (via ACH) for all amounts related to Claims, Administrative Charges, and Travel Charges on a weekly basis. Client shall ensure the banking information provided to HealthJoy is accurate and the accounts have sufficient funds to cover all amounts related to all Claims, Travel Charges, and Administrative Charges. If Client fails to pay HealthJoy any amount for undisputed Claims on the sooner to occur of the third attempted ACH draw or within sixty (60) days following receipt of a statement itemizing such amount, LANTERN will notify the Participating Provider of such failure, and LANTERN and HealthJoy will use good faith efforts to facilitate resolution of any payment issues or disputes with the invoiced Claims for a period of thirty (30) days. If the issue(s) are not resolved and payment is not made by the end of such 30-day period, LANTERN will notify the Participating Provider, and the Participating Provider may terminate provision of Covered Services to Enrollees.

3.9.3 Claims and Appeals. LANTERN will process claims and appeals related to the Covered Services in compliance with the ERISA claims and appeals rules set forth in 29 CFR Part 2560, as modified by the Patient Protection and Affordable Care Act of 2010 and its implementing regulations (PPACA) ("**Claims Rules**"). Client agrees that LANTERN may perform claims and appeals services through a third party. LANTERN agrees to accept fiduciary status solely with respect to its performance of any claim or appeal relating to the Covered Services provided to Enrollees.

4 SERVICE FEES

The pricing, terms, and invoicing frequency of fees to be paid by Client to LANTERN for the Services are set forth in the ordering document (HealthJoy Client Program Order Form or amendment) for Lantern Surgery Care. Termination or expiration of the HealthJoy Agreement, for any reason, shall not affect the obligation of Client to pay any amount due that arose prior to the effective date of such termination or expiration or to perform any duty that arose prior to the effective date of such termination or expiration.

5 SERVICE REQUIREMENTS

- 5.1 Eligibility Data File.** On a weekly basis, HealthJoy (on behalf of Client) shall provide LANTERN an eligibility data file via secure file transfer protocol (SFTP) containing the information of each Enrollee in accordance with LANTERN's standard specifications and requirements ("**Eligibility Data File**"). If HealthJoy fails to deliver an Eligibility Data File for a given week, then the last valid Eligibility Data File delivered to LANTERN will be deemed to be the Eligibility Data File for that week. Client shall be responsible for payment for any Services provided to ineligible individuals occurring as a result of: (i) untimely provision of an Eligibility Data File to LANTERN for any reason; (ii) failure to meet LANTERN's standard criteria or requirements for an Eligibility Data File; or (iii) inclusion of inaccurate information contained in any Eligibility Data File.
- 5.2 Enrollee Communications.** Client agrees: (i) LANTERN will distribute an ID card to all Enrollees at the beginning of the year (and on an ongoing basis throughout the year for new Enrollees); (ii) LANTERN will distribute three (3) additional pieces of mail communications to Enrollees spaced out over the rest of the year; and (iii) HealthJoy will distribute email communications to Enrollees as a fast-follow to the ID card and physical mailer campaigns ("**Communications Materials**"). Client is not permitted to customize content of the Communications Materials, and the Communications Materials will include HealthJoy and LANTERN co-branding. Client shall be responsible for obtaining the requisite consent or authorization from Enrollees necessary for LANTERN and/or HealthJoy to distribute the Communications Materials described herein.
- 5.3 Enrollee Incentives.** Client shall provide financial incentives to Enrollees for utilizing the Services. At a minimum, Client and/or the Plan shall provide the following incentives to each Enrollee, as applicable based on the type of Plan coverage applicable to such Enrollee: (i) Non-HSA Plans: Client and/or Plan shall waive all Enrollee cost share (copays, deductibles, and coinsurance); and (ii) HSA Plans: Client and/or Plan shall waive all Enrollee cost share (copays, coinsurance, and collect up to the IRS minimum for deductibles (collections are made at the end of the year)).

6 GENERAL TERMS AND CONDITIONS

- 6.1 Confidentiality; Intellectual Property.** Client agrees that LANTERN is an intended third party beneficiary of the terms and conditions regarding confidentiality, compliance, and intellectual property in the applicable provisions of the Order Form (or other agreement between HealthJoy and Client for the Program), and that all obligations of Client and rights of HealthJoy to protect its Confidential Information shall inure to the benefit of LANTERN for the protection of LANTERN's Confidential Information and intellectual property rights related to Lantern Surgery Care.
- 6.2 Clinical Services.** Client acknowledges and agrees that LANTERN is neither authorized nor qualified to engage in any activities that constitute the practice of medicine under applicable state law, and that Participating Providers will provide or arrange for the provision of services that actually or potentially constitute the practice of medicine under applicable state laws. Notwithstanding anything to the contrary in these Client Terms or the HealthJoy Agreement, Client acknowledges and agrees, that references in this these Client Terms or the HealthJoy Agreement to LANTERN's personnel, employees, contractors, representatives, agents, or subcontractors are not intended to refer to Participating Providers, and references to LANTERN's personnel, employees, contractors, representatives, agents, or subcontractors shall not create an obligation of LANTERN with respect to such Participating Providers. LANTERN's obligations to Client in relation to Participating Providers shall be limited to those expressly set forth in these Client Terms. Client acknowledges and agrees that LANTERN makes no warranty, express or implied, concerning the diagnosis, treatment, or care rendered by a Participating Provider to Enrollees.
- 6.3 LANTERN Role.** LANTERN's role is strictly limited to offering the administrative services set forth in these Client Terms. Client delegates to LANTERN only those powers and responsibilities with respect to development, maintenance and administration of Client's Plan that are specifically enumerated in these Client Terms. Any function not specifically delegated to LANTERN in these Client Terms shall remain the sole responsibility of Client or their other designees, as applicable. Client agrees that: (i) services provided by LANTERN are administrative services only as specifically set forth herein, and (ii) neither these Client Terms nor the HealthJoy Agreement are intended to be a contract of insurance under any laws or regulations. LANTERN does not insure, guarantee or underwrite the liability of Client, the Plan, or any other third party. Client has total responsibility for payment of Claims, Travel Charges, Administrative Charges, and all other charges or expenses incidental to the Client's Plan. Unless expressly set forth in these Client Terms, LANTERN is not a fiduciary of the Plan. LANTERN shall have no responsibility for collecting premiums or contributions for insurance coverage or for establishing a premium fiduciary account for the Plan. LANTERN shall be permitted to subcontract any aspect of the Services provided to Client hereunder.
- 6.4 Plan Compliance and Administration.** Client agrees that: (a) only authorized agents of Client's Plan will be given access to Protected Health Information (as defined in 45 C.F.R. 106.103) shared by LANTERN in relation to the Services; (b) Client's representatives will not access Protected Health Information for any purposes other than those relating to Healthcare Operations (as defined in 45 C.F.R. 164.501(1)-(2)), Payment (as defined in 45 C.F.R. 164.501), or Treatment (as defined in 45 C.F.R. 164.501), or for purposes otherwise permitted under HIPAA; and (c) Client's Plan is in compliance with all laws and regulations, including but not limited to, the Employee Retirement Income Security Act of 1974 ("**ERISA**") and the Patient Protection and Affordable Care Act ("**ACA**"). LANTERN shall have no discretionary authority to interpret or manage the Plan. Client or its designee shall be responsible for determining the benefits, premium rates, underwriting criteria, acquisition of reinsurance, and other procedures applicable to Client's Plan. Client shall have the final authority and responsibility regarding interpretation, application, and competent administration of Client's Plan. Upon reasonable request of LANTERN, Client will resolve any ambiguities or disputes identified by LANTERN relating to the terms of the Client's Plan, eligibility of an Enrollee, Plan coverage, denial of Claims, or any other Plan interpretation questions reasonably posed by LANTERN. If adjudication of a Claim requires interpretation of ambiguous Plan

language and Client has not previously indicated to LANTERN the proper interpretation of the language, then Client shall resolve the ambiguity or any other dispute.

- 6.5 Plan Compliance.** LANTERN shall not be responsible for maintaining compliance with legal requirements applicable to the Plan or satisfaction of any reporting, notice, disclosure, or filing requirements imposed by applicable state or federal laws and regulations, including ERISA. LANTERN shall not be responsible for incorporating a description of the Services into the Plan's summary plan description or other documents in compliance with applicable law. Client and its Plan shall not institute any policy or procedure that is relevant to LANTERN's provision of the Services that conflicts with the terms of these Client Terms.
- 6.6 Taxability of Benefits.** LANTERN makes no assertion or warranty regarding whether benefits provided to an individual receiving the Services will be excludable from an Enrollee's gross income for federal or state income tax purposes. LANTERN will not be responsible for the tax consequences of contributions to or benefits paid from Client's benefit program. LANTERN will not be deemed to be a legal or tax advisor to Client as a result of the performance of any of the Services hereunder. LANTERN shall not be responsible for the determination and reporting of any applicable federal, state, and/or local tax responsibility, if any, incurred as a result of the LANTERN Services provided by LANTERN hereunder.
- 6.7 Non-Solicitation.** During the Term and for a period of twelve (12) months after termination or expiration of the Term, Client agrees that it will not: (i) enter into a contract directly with any Participating Provider for provision of Covered Services; (ii) solicit or attempt to solicit any Participating Provider for provision of Covered Services; or (iii) divert or attempt to divert any Participating Provider away from LANTERN for purposes of contracting directly for the provision of Covered Services.
- 6.8 Disclaimer of Warranties.** HEALTHJOY AND LANTERN MAKE NO EXPRESS WARRANTIES, AND HEREBY EXCLUDE AND DISCLAIM IN ENTIRETY ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY LANTERN OR HEALTHJOY. IN NO EVENT SHALL HEALTHJOY OR LANTERN BE LIABLE FOR ANY LOST PROFITS, EXEMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF THE HEALTHJOY AGREEMENT OR THESE CLIENT TERMS (EVEN IF HEALTHJOY OR LANTERN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). ANY ACTION FOR BREACH OF THESE CLIENT TERMS OR THE HEALTHJOY AGREEMENT MUST BE COMMENCED WITHIN THE LIMITS IMPOSED BY THE APPLICABLE STATUTE OF LIMITATIONS.
- 6.9 Other Agreements.** The Services shall be considered part of the "Program" as defined in the Order Form (or other agreement between HealthJoy and Client for the Program) and such terms and conditions therein shall apply to the Services, including without limitation, any and all disclaimers and limits of liability. In no event shall LANTERN have any liability to Client. Client's remedies for any breach of or liability arising under the in the Order Form (or other agreement between HealthJoy and Client) or these Client Terms shall be solely against HealthJoy. Client is not a third-party beneficiary to any agreement between HealthJoy and LANTERN. In the event of any conflict between the terms of the in the Order Form (or other agreement between HealthJoy and Client) and these Client Terms in relation to the Services, the provisions of these Client Terms shall prevail solely for the Services. Client agrees that LANTERN is an intended third party beneficiary of these Client Terms and the applicable provisions of the Order Form (or other agreement between HealthJoy and Client for the Program), and that all obligations of Client and rights of LANTERN contained herein and therein shall inure to the benefit of LANTERN.

[End of Lantern Surgery Care Terms and Conditions]
