

## Fringe Corporate Membership Services Addendum

This Corporate Membership Services Addendum (with all exhibits hereto, the “**Addendum**”) is entered into as of the Effective Date (defined below) between Navigate Wellness, LLC (“**Navigate**”), a Delaware corporation, and the **Customer** listed below and is subject to the following terms:

1. **Term.** The “**Term**” of this Addendum shall mirror the term of the Agreement outline in Section 3.0 of the Agreement. Termination is described in Section 8 of this Addendum.
2. **Fringe Services.** During the Term of this Addendum, Navigate agrees to offer Customer and Customer’s and its Affiliates’ (as defined below) employees and their spouses (the “**Members**”) access to the FRNGE, Inc. (“**Fringe**”) website and/or mobile application in order to select services and products they wish to receive as part of the Benefits Engagement Program (defined in Exhibit A) (the “**Fringe Services**”).

“**Affiliate**” means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with, another party.

3. **On-Boarding.** Navigate shall provide resources to facilitate the offer of the Fringe Services to Members (“**Onboarding Services**”) throughout the Term. Customer agrees to provide Navigate with a list of Members (including first name, last name, work email address, and country) and initial benefit allocation, if any, in order to allow Navigate to assist in the account creation process for each Member.
4. **Fees and Payment.** Customer shall make initial payments according to the structure of the Benefits Engagement Program (defined in Exhibit A), and as follows:

a. Fees:

(i) Customer will pay a service fee equal to [\$1.00] per month per Member in advance for each Member (“**Benefits Engagement Fees**”) for the duration of the Term.

(ii) The Benefit Engagement Fees shall be at least equivalent to 100 users or \$100 per month during the Term. Any user seats above 100 shall be paid at a rate of [\$1.00] per month per Member.

(iii) Any applicable minimum Benefits Engagement Fees (“**Minimum Annual Benefits Engagement Fees**”) are specified in Exhibit A.

b. Benefit funding:

(i) Navigate will invoice monthly and Customer will pay Benefit Engagement Fees, which will be allocated to Members on a per member per month basis (PMPM). Customer will pay amounts for funding of any initial Member allocations prior to the Initial Term and prior to delivery of any of the Fringe Services.

(ii) Fringe will invoice and Customer will pay benefit funding in advance. Customer will pay amounts for funding of any initial Member allocations prior to the Term and prior to delivery of any of the Fringe Services. Fringe will invoice Customer for ad-hoc benefit funding as additional points are requested by Customer. Together the advance and upon-request benefit amounts funded by Customer shall constitute the “**Benefits Funding Amount.**”

(iii) Any applicable minimum Benefits Funding Amount (“**Minimum Annual Funding Amount**”) are specified in Exhibit A.

- c. Total Fees: The Benefits Funding Amount and Benefits Engagement Fees (“**Total Fees**”) are exclusive of any credit card or payment processing fees, and Customer agrees to pay for such fees incurred by Fringe, up to 3% of total payment due. Additionally, the Total Fees are exclusive of any applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such amounts (other than taxes based on Navigate’s or Fringe’s income). Payment shall be deemed accepted and final once received.

## 5. Reporting and Registration.

- a. Reporting: Customer shall be responsible for informing Navigate of any changes to the eligibility or enrollment status of its Members, including any changes to automatic allocations of their respective benefit funding amounts, and Navigate shall make the appropriate change within forty-eight (48) hours of receipt of notification. Fringe shall provide Customer with the reporting of the Customer’s payments related to the Fringe Services. To assist the Customer, Fringe shall provide Customer with an online dashboard providing reporting and administrative features of Customer’s enrolled Members (“**Dashboard**”). In the event the Dashboard is not available, Navigate shall make reasonable efforts to provide Customer with such information.
- b. Website Registration Process. Members enroll for Fringe Services by registering on the Fringe website or mobile application. Members may utilize Fringe’s membership services only through Fringe’s website or mobile application.
- c. Customer Human Resources Management Software. Customer may request Navigate to integrate the Fringe Services into Customer’s existing technology platforms, which shall be documented within a separate amendment and subject to additional terms and fees.

## 6. Marketing and Communications.

- a. Marketing Efforts. Navigate and Fringe shall be responsible for marketing and staff resources to promote the Fringe Services, and Customer agrees to assist in its efforts to communicate with and market the Fringe Services to Members and potential Members during the Term.
- b. Communication. Customer agrees to provide, and to permit Navigate and Fringe to communicate with Members to gather, feedback, suggestions, enhancement requests, and recommendations regarding the Fringe Services (“**Feedback**”) on a quarterly basis. Such Feedback may include assessment forms provided by Fringe, or information from the Members relating to the Fringe Services. Customer hereby grants to Navigate and Fringe a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Fringe Services any Feedback.
- c. Customer Intellectual Property. Customer hereby grants Navigate and Fringe a license to use Customer’s trademarks, logos, art, and non-confidential copyrighted materials (collectively, “**Customer’s IP**”) for purposes of advertising, marketing, and branding the Fringe Services to Members, Affiliates, and customers. Notwithstanding the prior statement, Customer agrees to release, indemnify, and hold harmless Navigate and Fringe from any and all claims brought by any party as a result of using Customer’s IP.

## 7. Delivery of Services.

The benefits or services delivered to Members during the Term shall be governed by the terms and conditions of the user or service agreement of the benefit provider. Any disruption, change or cessation of such benefits or services that occurs during the period of delivery of such benefits or services by the benefit provider must be resolved by the Member and the applicable benefit provider in accordance with such user agreement.

## 8. Termination.

This Addendum may not be terminated by either party without cause during the Term. However, the parties may terminate this Addendum upon the material breach of this Addendum by the other party when such breach is not cured following 30 days’ prior notice. Additionally, the parties may provide notice of intent to terminate this Addendum by giving written notice of non-renewal to the other party at least 60 days prior to the end of the Initial Term and at least 60 days prior to the end of any Renewal Term; such termination shall be effective as of the end of the then-current Term. Members shall continue to receive the benefits for which they have enrolled and be able to use any allocated points to enroll in additional benefits until the end of the current Term, including services and products from the marketplace. The Minimum Annual Funding Amount will not be prorated, and no portion of the Minimum Annual Funding Amount will be refunded unless this Addendum is terminated by Customer due to breach by Fringe, in which case Fringe will refund any prepaid, non-incurred portion of the Minimum Annual Funding Amount. Upon termination or expiration of this Addendum for any reason, each party will return or destroy all Confidential Information of the other party; and any amounts owed to Fringe under this Addendum will become immediately due and payable. Sections 4 and 7 through 16 will survive expiration or termination of this Addendum for any reason.

## **9. Indemnity and Liability.**

- a. Customer shall indemnify, hold harmless and defend Navigate and Fringe and their managers, members, employees, agents, Affiliates, successors and permitted assigns against any and all losses, damages, liabilities, claims, penalties, fines, costs and expenses, including reasonable attorneys' fees arising out of or relating to: (i) infringement or violation of any patent, copyright, trademark, trade secret or other intellectual property rights of a third party by Customer, its agents or subcontractors; (ii) Customer's fraud, gross negligence, or willful misconduct; (iii) Customer's failure to comply with applicable laws, rules or regulations; and (iv) Customer's failure to pay the Total Fees necessary to fund the Members' benefits.
- b. EXCEPT FOR (i) A PARTY'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS; (ii) A PARTY'S WILLFUL MISCONDUCT; OR (iii) LIABILITY WHICH CANNOT BE LIMITED BY APPLICABLE LAW, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS ADDENDUM, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO NAVIGATE HEREUNDER DURING THE TWELVE MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE ADDENDUM.
- c. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, PROVIDING REPLACEMENT SOFTWARE, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS ADDENDUM, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. Confidentiality.** This Addendum hereby incorporates the entirety of the terms under Section 6.0 of the Agreement entitled "**Confidentiality**" as applicable to this Addendum.

**11. As Is.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FRINGE SERVICES ARE PROVIDED "AS IS," AND NAVIGATE MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE COMPANY SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE.

**12. General.** This Addendum hereby incorporates the entirety of the terms under Section 10.0 of the Agreement entitled “**General**” as applicable to this Addendum.

**13. Third Party Beneficiary.** Fringe is a third-party beneficiary of this Addendum and is entitled is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

**EXHIBIT A**  
**Fringe Services**

1. **Fringe Benefit Platform.** Customer engages Navigate to administer a program that offers products and services to its employees and their spouses (the “**Benefits Engagement Program**”). Navigate partners with Fringe to offer the Benefits Engagement Program to employees and/or spouses as determined by the Customer (“**Member**”) through the Fringe website and/or mobile application (“**Fringe Platform**”). Customer authorizes Fringe to collect funding and utilize said funding to purchase and register Customer’s Members for products and services offered on the Fringe Platform.
2. **Benefits Engagement Program Funding.** Customer will have the ability to determine the benefits funding available to each of the Members prior to the Member’s enrollment and renewal Term (the “**Benefits Funding Amount**”). Fringe shall use the Benefits Funding Amount to pay for the services requested by the Customer and the Members. Customer may increase or decrease a Member’s Benefits Funding Amount during a Term by giving Fringe notice of such increase or reduction at least fifteen (15) days prior to the distribution of a Member’s Benefits Funding. Members will receive points (“**Benefits Points**”) determined by the Benefits Funding Amount the Customer allocates to the Member. Any balance that remains in a Member’s account at the end of each Term may be rolled over to a subsequent Term, and upon termination of this Addendum, any unused Benefit Points assigned to a Member shall remain available to that Member until that Member has used the full balance of his or her Benefits Points. If a Member terminates employment with Customer or otherwise becomes ineligible AND has failed to use any of their employer-allocated Benefit Points, those Benefit Points may be returned to a pool available for the Customer to reallocate to other Members.
3. **Benefits Engagement Program.** Customer and Members will have access to the Fringe Platform where Members will be able to select which products and services on the Fringe marketplace they wish to receive. Members may select any product or service, or combination of products and services, up to the total Benefits Points they received plus any additional contributions the Member may choose to voluntarily make. The features and services offered via the Benefits Engagement Program may change from time to time, with or without prior notice to the Customer or Members, and Members will have the ability to review the available options and revise the services they wish to receive, subject to the specific term requirements of the individual service or program. If a specific Fringe Service is not set forth in this Addendum, the service shall be deemed unavailable to Customer, unless mutually agreed upon by all parties.
4. **Benefits Engagement Activities.** Customer may request ad-hoc engagement activities offered by Navigate intended to increase utilization of the Benefits Engagement Program by Members and/or foster teambuilding for all of Customer’s employees (“**Benefits Engagement Activities**”). The Benefits Engagement Activities may include coordinating competitions with rewards and/or bonuses, benefit subsidy programs, private events, referral programs, and educational seminars. Benefits Engagement Activities may change from time to time at Navigate’s sole discretion. If Customer requests a Benefits Engagement Activity, then Navigate shall disclose the costs to Customer and receive Customer’s acceptance of such costs prior to accepting the requested work. Any such Benefits

Engagement Activities will be detailed in a Statement of Work that will include the specific services to be provided, timeline for deliverables, and any associated costs and fees.

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**Signature Page to the Corporate Membership Services Addendum**

**Authorized Signatories**

**Effective Date:** \_\_\_\_\_

Requested Launch Date: \_\_\_\_\_

**Navigate Representative**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Customer Representative**

\_\_\_\_\_  
Customer Company Legal Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title