

Fringe Corporate Membership Services Agreement

This Corporate Membership Services Agreement (with all exhibits hereto, the “**Agreement**”) is entered into as of the Effective Date (defined below) between FRNGE, Inc. (“**Fringe**”), a Delaware corporation, and the **Partner** listed below and is subject to the following terms:

1. Term.

a. Initial Term: The “**Initial Term**” of this Agreement shall begin on the Effective Date and continue through one (1) year following the Launch Date of the Fringe Services (as defined below) for Partner. For the purposes of this Agreement, the “**Launch Date**” shall be the first date on which the Fringe Services become available to any Members (as defined below), which may or may not be the same as the Requested Launch Date stated on the signature page hereto. Termination is described in Section 8 of this Agreement.

b. Renewal Term: This Agreement shall automatically renew for additional one year terms (each a “**Renewal Term**” and each Renewal Term and the Initial Term, a “**Term**”) upon the expiration of the Initial Term or the expiration of each Renewal Term, unless either party provides notice to the other of its intent to terminate this Agreement not less than sixty (60) days before the end of the then current Term.

2. **Fringe Services**. During the Term of this Agreement, Fringe agrees to offer Partner and Partner’s and its Affiliates’ (as defined below) eligible employees and their spouses (the “**Members**”) access to the 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**. Fringe shall provide resources to facilitate the offer of the Fringe Services to Members (“**Onboarding Services**”) throughout the Term. Partner agrees to provide Fringe with a list of eligible Members (including first name, last name, work email address, and country) and initial benefit allocation, if any, in order to allow Fringe to assist in the account creation process for each Member.

4. **Fees and Payment**. Partner shall make initial payments according to the structure of the Benefits Engagement Program (defined in Exhibit A), and as follows:

a. Fees:

(i) Partner will pay a service fee equal to \$3.00 per month per Member in advance for each eligible Member (“**Benefits Engagement Fees**”) starting on the Launch Date and for the duration of the Term.

(ii) The Benefit Engagement Fees shall be at least equivalent to 10 users or \$30 per month during the Term. Any user seats above 10 shall be paid at a rate of \$3 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) Fringe will invoice and Partner will pay benefit funding in advance, which will be allocated to eligible Members on a per employee per month basis (PEPM). Partner will pay amounts for funding of any initial Member allocations prior to the Launch Date and prior to delivery of any of the Fringe Services.

(ii) Fringe will invoice Partner for ad-hoc benefit funding as additional points are requested by Partner. Together the advance and upon-request benefit amounts funded by Partner 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 Partner 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 Partner will be responsible for payment of all such amounts (other than taxes based on Fringe’s income). Payment shall be deemed accepted and final once received by Fringe.

5. Reporting and Registration.

a. Reporting: Partner shall be responsible for informing Fringe 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 Fringe shall make the appropriate change within forty-eight (48) business hours of receipt of notification. Fringe shall provide Partner with the reporting of the Partner’s payments related to the Fringe Services. To assist the Partner, Fringe shall provide Partner with an online dashboard providing reporting and administrative features of Partner’s enrolled Members (“**Dashboard**”). In the event the Dashboard is not available, Fringe shall make reasonable efforts to provide Partner 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. Partner Human Resources Management Software. Partner may request Fringe to integrate the Fringe Services into Partner's existing technology platforms, which shall be documented within a separate agreement and subject to additional terms and fees.

6. Marketing and Communications.

a. Fringe Marketing Efforts. Fringe shall be responsible for marketing and staff resources to promote the Fringe Services, and Partner agrees to assist Fringe in its efforts to communicate with and market the Fringe Services to Members and potential Members during the Term.

b. Communication. Partner agrees to provide, and to permit 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. Partner hereby grants to Fringe a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Fringe Services any Feedback.

c. Partner Intellectual Property. Partner hereby grants Fringe a license to use Partner's trademarks, logos, art, and non-confidential copyrighted materials (collectively, "**Partner's IP**") for purposes of advertising, marketing, and branding the Fringe Services to Members, Affiliates, and customers. Notwithstanding the prior statement, Partner agrees to release, indemnify, and hold harmless Fringe from any and all claims brought by any party as a result of Fringe's use of Partner'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 Agreement may not be terminated by either party without cause during the Initial Term or any Renewal Term. However, either Partner or Fringe may terminate this Agreement upon the material breach of this Agreement by the other party when such breach is not cured following 30 days' prior notice. Additionally, either Partner or Fringe may provide notice of intent to terminate this Agreement 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 Agreement is terminated by Partner 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 Agreement for any reason, each party will return or destroy all Confidential Information of the other party; and any

amounts owed to Fringe under this Agreement will become immediately due and payable. Sections 4 and 7 through 16 will survive expiration or termination of this Agreement for any reason.

9. Indemnity and Liability.

a. Partner shall indemnify, hold harmless and defend Fringe and its managers, members, employees, agents, Affiliates, successors and permitted assigns (collectively, the “Fringe Indemnified Parties”) 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 Partner, its agents or subcontractors; (ii) Partner’s fraud, gross negligence, or willful misconduct; (iii) Partner’s failure to comply with applicable laws, rules or regulations; and (iv) Partner’s failure to pay the Total Fees necessary to fund the Members’ benefits.

b. Fringe shall indemnify, hold harmless and defend Partner and its managers, members, employees, agents, Affiliates, successors and permitted assigns (collectively, the “**Partner Indemnified Parties**”) against any and all losses, damages, liabilities, claims, penalties, fines, costs and expenses, including reasonable attorneys’ fees arising out of or relating to third party claims for: (i) infringement or violation of any patent, copyright, trademark, trade secret or other intellectual property rights of a third party by Fringe, its agents or subcontractors; (ii) Fringe’s fraud, gross negligence, or willful misconduct; and (iii) Fringe’s failure to comply with applicable laws, rules or regulations. Fringe’s indemnification obligations as set forth above are expressly conditioned upon each of the foregoing: (a) Partner Indemnified Party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) Fringe will have sole control of the defense or settlement of any claim or suit; and (c) Partner Indemnified Party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

c. 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 AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY PARTNER TO FRINGE HEREUNDER DURING THE TWELVE MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM; PROVIDED, HOWEVER, THAT WITH RESPECT TO A FRINGE’S BREACH OF ITS OBLIGATIONS UNDER SECTION 10 OF THIS AGREEMENT, FRINGE’S MAXIMUM AGGREGATE LIABILITY WILL BE LIMITED TO TWO TIMES (2X) THE TOTAL FEES PAID OR PAYABLE BY PARTNER TO FRINGE 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 AGREEMENT.

d. 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 AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Confidentiality.

a. **“Confidential Information”** means any nonpublic information of a party (the **“Disclosing Party”**), whether disclosed orally or in written or digital media, that is identified as “confidential” or with a similar legend at the time of such disclosure or that the receiving party (the **“Receiving Party”**) knows or should have known is the confidential or proprietary information of the Disclosing Party. The Fringe Services and all enhancements and improvements thereto will be considered Confidential Information of Fringe.

b. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to (with respect to Partner) Members or to (with respect to Fringe) those employees who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. In addition, Receiving Party agrees that it shall treat the Confidential Information with at least the same degree of care with which it treats its own proprietary information of a similar nature, but in no case shall Receiving Party use less than reasonable care to maintain the confidentiality of, and prevent the disclosure or unauthorized use of, the Confidential Information.

c. The confidentiality obligations set forth in this Section will not apply to any information that (i) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party; (ii) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (iii) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (iv) the Receiving Party can demonstrate, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

11. Entire Agreement. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FRINGE SERVICES ARE PROVIDED “AS IS,” AND FRINGE 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. This Agreement and the Exhibits hereto constitute the entire agreement between Partner and Fringe concerning the Fringe Services. All prior agreements, discussions, representations, warranties and covenants are merged herein.

12. Modification. This Agreement may only be modified upon written agreement of both Fringe and Partner.

13. Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.

14. Applicable Law; Jurisdiction; Venue. The Parties agree that this Agreement shall be governed by the laws of the State of Delaware and shall be binding upon the parties to this Agreement in the United States and worldwide. The Parties further agree that any dispute arising under the terms of this Agreement shall be subject to the jurisdiction and venue of the Chancery Court of the State of Delaware. Partner further agrees to waive all objections to the venue and jurisdiction specified herein, and irrevocably consents to the personal jurisdiction of the State and federal courts of Delaware.

15. Severability. The Parties agree that if any Section or provision of this Agreement is deemed illegal or unenforceable that provision will be stricken and the remainder of this Agreement shall remain in full force and effect.

16. Independent Contractor. At all times during the Term of this Agreement, Fringe shall be an independent contractor in providing the Fringe Services hereunder with the sole right to supervise, manage, operate, control and direct the performance of the Fringe Services and the sole obligation to employ, compensate and manage its employees and business affairs. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationships of employee/employer or principal/agent, or otherwise create any liability whatsoever of any party with respect to the indebtedness, liabilities, obligations or actions of the other parties or any of their respective officers, directors, employees, stockholders, agents or representatives, or any other person or entity.

EXHIBIT A
Fringe Services

1. **Fringe Benefit Platform.** Partner engages Fringe to administer a program that offers products and services to its employees and their spouses (the “**Benefits Engagement Program**”). Fringe offers the Benefits Engagement Program to eligible employees and/or spouses as determined by the Partner (“**Member**”) through the Fringe website and/or mobile application (“**Fringe Platform**”). Partner authorizes Fringe to collect funding and utilize said funding to purchase and register Partner’s Members for products and services offered on the Fringe Platform.

2. **Benefits Engagement Program Funding.** Partner 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 Partner and the Members. Partner 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, provided that the Minimum Annual Benefits Engagement Fee is not less than **\$360** and that the Minimum Annual Funding Amount is not less than **\$0**. Members will receive points (“**Benefits Points**”) determined by the Benefits Funding Amount the Partner 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 Agreement, 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 Partner 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 Partner to reallocate to other Members.

3. **Benefits Engagement Program.** Partner 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 Partner 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 Agreement, the service shall be deemed unavailable to Partner, unless mutually agreed upon by both Partner and Fringe.

4. **Benefits Engagement Activities.** Partner may request ad-hoc engagement activities offered by Fringe intended to increase utilization of the Benefits Engagement Program by Members and/or foster teambuilding for all of Partner’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 Fringe’s sole discretion. If Partner requests a Benefits Engagement Activity, then Fringe shall disclose the costs to Partner and receive Partner’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.

[The remainder of this page intentionally left blank. Signature page to follow.]

Signature Page to the Corporate Membership Services Agreement

Authorized Signatories

Effective Date: _____

Requested Launch Date: _____

Fringe Representative

Signature

Date

Print Name

Title

Partner Representative

Partner Company Legal Name

Signature

Date

Print Name

Title