

Brazeway, LLC.

2023



KAPNICK STRIVE GOLD SERVICE AGREEMENT



WORKSITE WELL-BEING

terminate the Agreement is in addition to any other remedies provided under this Agreement or as provided by law).

3.3 Termination Without Cause. Unless terminated earlier under Section 3.2 and only after the expiration of the Initial Term, this Agreement may be terminated without cause at any time by either Client or Consultant by delivering written notice to the other party of its intent to terminate the Agreement at least ninety (90) days in advance of the proposed effective date for termination.

3.4 Effect of Termination. Upon any expiration or termination of this Agreement, the rights and obligations of the parties under this Agreement will terminate, except with respect to: (i) the confidentiality and indemnification provisions under Sections 8 and 11 of this Agreement, (ii) as provided for in the Business Associate Agreement incorporated by reference (see Exhibit D), and (iii) except for any preexisting and outstanding obligations for the payment of Fees for services already performed under this Agreement.

4. Biometric Screenings

4.1 Consultant shall not hold or confirm biometric screening dates until this Agreement is complete, signed, and returned. Pursuant to Section 7.1(ii), Client will provide Consultant with a biometric screening eligibility census. Biometric screening is subject to a 70% minimum participation requirement based upon Client's biometric screening eligibility census as further explained in Exhibit C.

4.2 Client must provide Consultant with an onsite contact and coordinator for each location for every health screening event. Duties include, but are not limited to, confirming site contact address, phone number and entrance point of building to use on screening days. Onsite contact will also be responsible for arriving one (1) hour prior to the start of screenings to allow screeners into the building to set-up supplies for screenings in a timely manner. Onsite contact will need to remain for the entire duration of screening event to assist with participant registration and employee engagement.

4.3 Consultant shall provide, or arrange to provide, the examiners, equipment and blood collection kits necessary to conduct Biometric Screenings for Participating Eligible Persons onsite at each Work Site on such dates and times as shall be mutually acceptable to Consultant and Client, as applicable. Notwithstanding the foregoing, Work Site biometric screening dates should be scheduled by Client with Consultant at least ninety (90) days in advance of a biometric screening so that Client's preferred biometric screening date may be confirmed; a failure to timely schedule a Work Site biometric screening date at least ninety (90) days in advance of such date may result in an inability to secure Client's preferred date.

4.4 Each Eligible Person must sign and submit to Consultant a written consent, in form and content acceptable to Consultant, before the Biometric Screening will be performed. Only Participating Eligible Persons may receive a Biometric Screening. For purposes of this Agreement:

- "Eligible Person" means an individual who is eligible to enroll in coverage under Client's group health plan and/or is eligible to participate in the Plan (including spouses of Eligible Persons if permitted by the Plan).
- "Participating Eligible Person" means an Eligible Person who has completed and executed a written consent for biometric screening. For efficiency, an average of four (4) Participating Eligible Persons is scheduled per Wellness Examiner per hour.

4.5 Each Eligible Person is required to register an individual account on the Online Wellness Platform in order to schedule their Biometric Screening, which must be scheduled no later than (10) days prior to the



overnight expenses will be submitted and approved by Client in advance to booking, which approval shall not be unreasonably withheld.

5. Billing of Fees

5.1 Once the applicable services have been chosen by Client and the corresponding fees have been determined by Consultant and agreed upon by Client, a Client specific billing schedule will be developed by Consultant for each Contract Year. Consultant will estimate the annual fees for services to be provided to Client for the Contract Year under the Agreement based upon: (1) a 70% minimum participation fee established based on Client's biometric screening eligibility census, (2) Client's participant portal eligibility census, and (3) such other additional services agreed upon between the parties (collectively the "anticipated annual fees"). Generally, Consultant will furnish Client two invoices for payment, as follows:

- i. The first invoice will be sent upon execution of the Agreement and upon Consultant's receipt of the required censuses. The first invoice will be 50% of the anticipated annual fees. In the second year of the Initial Term and subsequent years, the first invoice will be sent upon the start date of the calendar year and will be 50% of the anticipated annual fees for services for the Contract Year based upon the actual number of Participating Eligible Persons from the previous year.
- ii. The second invoice will be mailed thirty (30) calendar days after the last initial biometric screening period has been completed and will represent the remaining fees to be paid for services rendered under the Agreement (i.e. the second invoice will reconcile (including an updated 70% minimum participation calculation) and bill the balance of any fees for the Contract Year not yet paid by Client for services under this Agreement.

5.2 Screenings outside of initial billing period will be billed automatically as incurred.

Notwithstanding anything to the contrary in this Agreement, Consultant may separately invoice Client for additional services not included in prior invoices at any time.

Client must remit payment to Consultant of any invoiced fees within thirty (30) calendar days of the earlier of the receipt of the invoice by Client or three (3) calendar days after the notice is mailed by first class mail. If Client fails to timely remit payment of the invoice by the end of this thirty (30) calendar-day period, Consultant, in its sole discretion, may charge an additional late payment fee equal to 1% per month on the balance due on all late payments over five (5) calendar days past due. Client also will reimburse Consultant for all collection costs, including attorneys' fees, incurred by Consultant as a result of any payment default by Client under this Agreement.

6. Personnel. Consultant, in its sole and absolute discretion, will assign its personnel according to the needs of Client and the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel as it deems appropriate to render the services under this Agreement.

7. Client's Responsibilities

7.1 Required information:

- i. As soon as possible prior to the Effective Date, Client will provide Consultant with a "participant portal eligibility census" and will provide an updated participant portal eligibility census monthly. If Client removes a Participating Eligible Person from the census, Consultant will permanently delete that Participating Eligible Person from its records and will not retain that Participating Eligible Person's data.



8. **Confidentiality.** The Confidential Information of a party (the "disclosing party") which is disclosed to the other party (the "receiving party") will be held by the receiving party in strictest confidence at all times and will not be used by the receiving party (or its affiliates, employees, officers, directors or limited liability company managers ("Representatives")) for any purpose not previously authorized by the disclosing party, except as necessary for Consultant to perform the services under this Agreement. The Confidential Information of the disclosing party will not be disclosed or divulged by the receiving party to anyone, except as otherwise permitted under the Agreement or with the prior written permission of the disclosing party and on the condition that the party to whom the Confidential Information is disclosed agrees in writing in advance to be bound by these terms and conditions. The receiving party may disclose the Confidential Information to those of its Representatives who need to review the Confidential Information for the purposes authorized by the disclosing party but only after the receiving party has informed them of the confidential nature of the Confidential Information and directs them to treat the Confidential Information in accordance with the terms of this Agreement. The disclosing party retains all right, title and interest in and to its Confidential Information.

The term "Confidential Information" includes, but is not limited to, any information of either the receiving or disclosing party (whether oral, written, visual or fixed in any tangible medium of expression), relating to either party's services, operations, systems, programs, inventions, techniques, suppliers, customers and prospective customers, contractors, cost and pricing data, trade secrets, know-how, processes, Plans, reports, designs and any other information of or relating to either party's business, including its therapeutic, disease management, and health education programs, but does not include information which (a) was known to the receiving party before it was disclosed to the receiving party by the disclosing party, (b) was or becomes available to the receiving party from a source other than the disclosing party, provided such fact is evidenced in writing and the source is not bound by a confidentiality obligation to the disclosing party, or (c) is developed by the receiving party independently of the disclosing party's Confidential Information, provided that such fact can be documented. Each party will also keep the terms of this Agreement confidential as Confidential Information, except as required by law or regulation.

If the receiving party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, any informal or formal investigation by any government or governmental agency or authority, law or regulation, or otherwise) to disclose any of the Confidential Information, the receiving party will notify the disclosing party promptly in writing so that the disclosing party may seek a protective order or other appropriate remedy or, in its sole discretion, waive compliance with the terms of this Agreement. The receiving party agrees not to oppose any action by the disclosing party to obtain a protective order or other appropriate remedy. If no such protective order or other remedy is obtained, or the disclosing party waives compliance with the terms of this Agreement, the receiving party will furnish only that portion of the Confidential Information which it is advised by counsel is legally required and will exercise its reasonable best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

Client and Consultant may not utilize the service marks, trademarks or trade names of any other party to this Agreement, or any service marks, trademarks, or trade names so similar as likely to cause confusion, without express written approval of such other party. The programs implemented by Consultant will remain the sole property of Consultant and will only be used by Client in connection with the Kapnick Strive Program and so long as Consultant provides services to Client.

Consultant and Client will comply with all applicable laws and regulations regarding participant confidentiality. Consultant will not furnish any participant identifiable or Client identifiable data or information to any third party without the written consent of Client, except as reasonably necessary to provide the services and fulfill its obligations pursuant to this Agreement or as required by applicable law.

Consultant understands and agrees to limit its use and disclosure of protected health information as described in the attached Business Associate Agreement (Exhibit D). Consultant further agrees to limit the use and disclosure of protected health information provided to any subcontractor in the performance of services under this Agreement as required under law.

All notices pursuant to this Agreement shall be effective upon the earlier of actual receipt by an officer of the party to whom the notice is addressed or three (3) calendar days after the notice is mailed by express mail, certified mail-return receipt requested or other means of certified delivery.

14. **Assignment.** Consultant may assign this Agreement to any subsidiary or affiliate under its control or as part of the sale of any substantial portion of its assets, or pursuant to any merger, consolidation or other reorganization, without Client's prior written consent. Otherwise, neither party may assign its rights and responsibilities under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
15. **Waiver.** Failure to enforce any provision of this Agreement does not alter or waive the provision or affect the future enforceability of the provision.
16. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Michigan, unless preempted by federal law. Suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought exclusively in the applicable state or federal courts of Lenawee County, Michigan. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens, or otherwise) to the exercise of such jurisdiction over it by any such courts.
17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed and original. Such counterparts shall constitute but one and the same instrument.
18. **No Agency Created or Third Party Beneficiaries.** Consultant and Client shall not be deemed to be partners, joint venturers, agents or employees of each other solely by virtue of the terms and conditions of this Agreement. Consultant is an independent contractor of Client for all purposes, including under federal and state statutory and common law. This Agreement is entered into solely for the benefit of the parties, and is not entered into for the benefit of any third party, including without limitation, any employees, participants, dependents or their legal representatives.
19. **Taxes and TPA.** Any applicable sales, use or other similarly assessed and administered tax imposed on services provided under this Agreement or any other amounts Consultant may incur or be required to pay arising from or relating to Consultant's performance of services as a third-party administrator in any jurisdiction, will be the sole responsibility of Client. If Consultant is legally obligated to collect and remit sales, use or other similarly assessed and administered tax in a particular jurisdiction, or to incur or pay any amount relating to third-party administrator services, such tax or other amount will be reflected on the applicable invoice or subsequently invoiced at such time as Consultant becomes aware of such obligation or as such obligation becomes due.
20. **Enforceability and Construction.** Consultant and Client have participated jointly in the negotiation of this Agreement, and each has had the opportunity to seek legal counsel to review, comment upon, and draft this Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party, and any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall be construed as though such invalid or unenforceable provision were omitted, provided that the remainder of this Agreement continues to satisfy all of the requirements in applicable law. If it does not, then the parties shall immediately renegotiate this Agreement so that it does comply with the requirements of applicable law, or terminate this Agreement and the service relationship between Consultant and Client.
21. **Dispute Resolution.** Any controversy, claim, or dispute ("Disputed Claim") arising out of or relating to this Agreement must follow the dispute resolution process stated in this Agreement. The parties shall use reasonable efforts to resolve any claim or dispute arising under this Agreement as soon as is reasonably practicable. In the event of a Disputed Claim, each party shall in the first instance promptly bring the Disputed Claim to the attention of a Director or similar person in a management position ("Responsible Executives"). If any Disputed Claims are not resolved by the Responsible Executives within a reasonable time period, but in no instance more than sixty (60) days,

Brazeway, LLC.

Angie Ratkin
Signature

12-7-22
Date

Director - People
Name/Title

KAPNICK INSURANCE GROUP

Angela Dean
Signature

12/19/2022
Date

Angela Dean/President, Benefits Division
Name/Title

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- Standard Biometric Screening Testing includes:
 - Height, weight, and waist and hip circumference
 - Blood Pressure Test
 - Full Lipid Panel
 - Total Cholesterol, HDL, LDL, Triglycerides
 - Fasting Glucose
 - Nicotine
 - Gamma Glutamyl Transferase (GGT)
 - Blood Urea Nitrogen
 - A1C
 - Creatinine
 - Total Bilirubin
 - AST (SGOT)
 - ALT (AGPT)
 - Alkaline Phosphatase
 - Total Protein
 - Albumin
 - Globulin
- Review of all data for critical values:
 - Screening of all biometric screening performed on Participating Eligible Persons for critical values to identify any extremely severe conditions.
 - When a critical value is identified, the lab shall inform assigned medical personnel within 48 hours of screen.

• **Personal Health Report and Follow Up**

- Personal Health Report
Personal Health Report will be issued and available on the Online Wellness Platform to each Participating Eligible Person that provides his or her biometric screening results and health score, and details the correlation between risk factors and diseases.
- Review of Findings Session
The Kapnick Strive Health Coaches will conduct a Review of Findings telephone call with Participating Eligible Persons with a score of 60 points or less. This call is designed to ensure a thorough understanding of the results and to set goals for the upcoming year.
- Understanding Your Health Score Session
Consultant strongly recommends conducting these sessions after the health screenings. Attendees will learn how to interpret their Health Score in their Personal Health Reports from the recent health assessments. The scoring methodology will be reviewed for each biometric. In addition, Participating Eligible Persons will learn how they can improve their Health Score by making simple lifestyle modifications. These sessions are provided upon request.

• **Educational Health Classes and Challenge Programs**

Subject to Section 4.10 and Exhibit C, Client is eligible for up to four (4) onsite events per year and up to six (6) challenge programs per year. An onsite event is defined as any one event scheduled at any physical Client location. Examples of available events are as follows:

- Educational Health Classes
Consultant is available to provide customized on-site seminars on a variety of topics. The classes range

EXHIBIT B
ADDITIONAL SERVICES

- **Comprehensive Individual Health Coaching**

The comprehensive Health Coaching Model, provided on a participant by participant basis, includes scheduling and completing a review of finding call for each individual Participating Eligible Person. Coaching is provided in three (3) month increments. Each Participating Eligible Person will receive bi-weekly outbound calls from a health coach, unlimited inbound calls and a customized health plan.



EXHIBIT D BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between Brazeway, LLC. ("Covered Entity") and Kapnick Insurance Group ("Business Associate"), effective as of **January 1, 2023** ("Effective Date").

WHEREAS, Covered Entity is a group health plan as defined in the administrative simplification provisions within the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191 ("HIPAA Privacy Rule and Security Rule"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and regulations adopted thereunder (including the Omnibus Final Rule published on January 25, 2013) (all collectively referred to as the "HIPAA Rules");

WHEREAS, Business Associate is an insurance broker that provides consulting services to plan sponsors and group health plans on matters related to employee benefits;

WHEREAS, Covered Entity possesses individually identifiable Protected Health Information ("PHI"), as that term is defined under the HIPAA Rules, and is permitted to use or disclose such information only in accordance with the HIPAA Rules;

WHEREAS, Covered Entity has retained Business Associate to perform a function or activity on behalf of Covered Entity that may require Business Associate to have access to PHI;

WHEREAS, Covered Entity desires to receive satisfactory assurances from Business Associate that it will comply with the obligations required of business associates under the HIPAA Rules, including without limitation, 45 C.F.R. §164.502(e) and §164.504(e), and the provisions of HITECH; and

WHEREAS, the parties wish to set forth, in writing, the manner in which Business Associate may use and disclose PHI in performance of its obligations, as well as the obligations of Covered Entity, in compliance with the HIPAA Rules.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

A. USE AND DISCLOSURE OF PHI

Covered Entity hereby grants Business Associate permission to use, disclose, and request from third parties PHI on behalf of Covered Entity or an organized health care arrangement in which the Covered Entity is a member in order to:

1. Perform or assist in performing a function or activity regulated by the HIPAA Rules, including, but not limited to, claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing, renewal or replacement of a contract, conducting planning-related analysis related to managing the employee benefit plans, and customer service.
2. Assist the Covered Entity's other business associates retained to provide legal advice, accounting, actuarial, consulting, data aggregation, management, administration, accreditation, or financial services to the Covered Entity or to an organized health care arrangement in which the Covered Entity participates.
3. Allow Business Associate to properly manage and administer the Business Associate's organization or to carry out the legal responsibilities of the Business Associate.



7. Access to Information. Within ten (10) business days of a request by the Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI maintained in a Designated Record Set to the extent required under 45 C.F.R. §164.524 and permitted by the HIPAA Privacy Rule. In the event any individual requests access to PHI directly from the Business Associate, Business Associate shall respond to the request for PHI within ten (10) business days. Any denials of access to the PHI requested shall be the responsibility of the Business Associate. To the extent permitted by the HIPAA Privacy Rule, the obligations of Business Associate in this section apply only to a Designated Record Set in Business Associate's possession or control. To the extent required under HITECH, if the Business Association, on behalf of the Covered Entity, uses or maintains an electronic health records of an individual's HI, Business Association shall provide such information in an electronic format to the individual or Covered Entity upon request (or transmit such copy to an entity or person designated by the individual or Covered Entity), provide that any such choice is clear, conspicuous and specific.
8. Availability of PHI for Amendment. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an individual, and in the time and manner designated by Covered Entity. To the extent permitted by the HIPAA Privacy Rule, the obligations of Business Associate in this section apply only to a Designated Record Set in Business Associate's possession or control.
9. Inspection of Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or at the request of the Covered Entity, to the Secretary of the U.S. Department of Health and Human Services or its designee (the "Secretary"), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.
10. Accounting of Disclosures. To the extent Business Associate has PHI or Electronic PHI in its possession, Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual made in accordance with 45 CFR §164.528, as amended by HITECH and any regulations adopted thereunder, which describes the requirements applicable to an individual's request for an accounting of disclosures of PHI relating to the individual. Business Associate shall provide an accounting of disclosures made during the six (6) years prior to the date on which the accounting is requested (or during the three (3) years prior to the date the accounting is requested for PHI maintained in an electronic health record, beginning on the applicable effective date pursuant to the American Recovery and Reinvestment Act of 2009). At a minimum, the accounting of disclosures shall include the following information:
 - a. Date of disclosure,
 - b. The name of the person or entity who received the PHI, and if known, the address of such entity or person,
 - c. A brief description of the PHI disclosed, and
 - d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall respond to the request within ten (10) business days. Any denials of a request for an accounting shall be the responsibility of the Business Associate. Business Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section to the extent it is required to do so under HITECH.
11. Minimum Necessary. Business Associate agrees not to disclose PHI, except as described under this Agreement and to the extent permitted under the HIPAA Privacy Rule or HITECH, and will limit disclosure to the minimum necessary for purposes of the services provided by Business Associate.

b. Termination for Cause by Business Associate

This Agreement may be terminated by the Business Associate upon fifteen (15) business days written notice to the Covered Entity in the event that the Covered Entity breaches any provision contained in Paragraphs C or D of this Agreement and such breach is not cured within such fifteen (15) day period; provided, however, that in the event that termination of this Agreement is not feasible in the Business Associate's sole discretion, Covered Entity hereby acknowledges that the Business Associate shall have the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.

c. Termination Due to Change in Law

Either party may terminate this Agreement effective upon thirty (30) days advance written notice to the other party in the event that the terminating party has sought amendment of this Agreement pursuant to Paragraph G(1) and no amendment has been agreed upon.

d. Termination Without Cause

Either may terminate this Agreement effective upon ninety (90) days advance written notice to the other party given with or without any reason.

3. Return or Destruction of PHI

Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

Notwithstanding the above, to the extent that the Business Associate determines that it is not feasible to return or destroy such PHI, the terms and provisions of Paragraphs A, B and C shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI.

F. **DEFINITIONS**

Catch-all Definition: Capitalized terms within this Agreement are intended to comply with the requirements for business associate agreements under the HIPAA Rules (*i.e.*, the Privacy, Security, Breach Notification and Enforcement rules at 45 C.F.R. Parts 160 and 164). Unless the context clearly indicates otherwise, the following terms in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information (Unsecured PHI) and Use.

Specific Definitions:

The following capitalized terms in this Agreement are defined in the text or as follows:

1. Business Associate, as defined at 45 CFR §160.103, and in reference to the party in this Agreement, shall mean **Kapnick Insurance Group**.
2. Covered Entity, as defined at 45 CFR §160.103, and in reference to the party in this Agreement, shall mean **Brazeway, LLC**.

7. Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.
8. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity and/or Business Associate, as applicable, to comply with HIPAA.
9. Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as written below or to such other address as the parties may from time to time designate in writing.
10. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
11. Headings. The headings used throughout this Agreement have no special significance.
12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

The parties hereby acknowledge and agree to the terms of this Agreement consisting of a total of seven (7) pages, including this signature page, which together represent an Agreement between the parties concerning use and disclosure of Protected Health Information.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

COVERED ENTITY

BUSINESS ASSOCIATE

Brazeway, LLC
 Signed: Angie L. Atkin
 Date: 12-9-22
 Name: Angie L. Atkin
 Title: Director-people
 Acting on behalf of the Covered Entity
 in its capacity as Plan Administrator
 Address: 2711 E. Marmill St.
Adrian, MI 49221

Kapnick Insurance Group
 Signed: Angela Dean
 Date: 12/19/2022
 Name: Angela Dean
 Title: President, Benefits Division
 Address: 333 Industrial Drive
Adrian, MI 49221

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