

## **MASTER TERMS AND CONDITIONS**

These Master Terms and Conditions (this “*MTC*” or this “*Agreement*”) govern all use of services from NLUC, PLLC, a Texas professional limited liability company (“*Next Level*”), by the entity [ ] (the “*Employer*”) (collectively the “*Parties*” and individually a “*Party*”).

WHEREAS, Next Level is in the business of offering acute and primary care medical services (as further defined below, the “*Services*”) through arrangements with licensed Texas providers;

WHEREAS, as part of its health plan and benefits, the Employer desires to offer certain of the Services provided by Next Level to Enrolled Persons (as defined below) pursuant to the terms and conditions set forth herein; and

WHEREAS, Next Level is willing to perform such Services under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Next Level and the Employer agree as follows:

### **1. Next Level’s Role and Responsibilities.**

- a. Next Level shall provide the Services selected from the option set forth in Schedule 1 to Enrolled Persons (as defined below) participating in the Program (as defined below).
- b. Next Level is not offering the Program as a health insurance plan or a substitute for health insurance. Additionally, the Program does not replace any existing or future health insurance or health plan coverage that an employer may maintain.
- c. Next Level shall maintain full autonomy with respect to patient care, medical decisions, recordkeeping, and any other service deemed to be the practice of medicine.

### **2. Definitions.**

- a. “*Employer*” means \_\_\_\_\_ .
- b. “*Date of Enrollment*” means the effective date of the Employer’s election for joining the Program (as set forth in Schedule 1), which may only be designated as the first day of a month.
- c. “*Enrolled Employee(s)*” shall mean employees employed by the Employer, whether or not the employee is covered under the Employer’s group benefit plans.
- d. “*Enrolled Person(s)*” shall mean all Enrolled Employees and their dependents (if applicable) that are eligible to make use of the Services of the Program.

- e. “**Program**” means the Next Level PRIME direct program offered and operated by Next Level.
- f. “**Provider**” shall mean a physician, physician’s assistant or nurse practitioner employed or engaged by Next Level.
- g. “**Services**” comprising the Program shall include unlimited telemedicine visits and an unlimited number of visits with a Provider to seek medical evaluation and management visits related to chronic illnesses, and one annual wellness physical examination. The Program Services shall also include “**Urgent Care Services**” coverage, which shall entail an unlimited number of visits with a Provider at any Next Level location to seek treatment for an acute medical concern, such as a sudden illness or injury. The Services covered shall include the visit with a Provider, x-rays, IV fluids, casting, and CLIA-waived laboratory testing such as rapid strep, flu, RSV, Mono, Covid, trichomonas, urine pregnancy, and urinalysis. The Services must be provided at a Next Level location or via the Next Level telemedicine platform (the “**Platform**”) in order to be covered by the Program. The Services under the Program shall not include: (a) any treatment or testing administered at a hospital visit (or any other healthcare facility) in connection with a chronic illness; (b) any visits to other physicians (including specialists) in connection with the chronic illness or in connection with complications from the chronic illness; or (c) any services not specifically mentioned in this definition. Other commonly utilized Services such as durable medical equipment, vaccines, Covid-related testing and non-CLIA waived laboratory testing listed in Schedule 2 are included in the price per employee per month.

### 3. **Direct Provider Program.**

- a. **Enrollment.** Enrolled Employees and Enrolled Persons shall be enrolled in the Program (which shall include the Services designated in Schedule 1). Pursuant to the terms of Schedule 2. If labs need to be sent to an outside laboratory, Next Level will use Quest Laboratories. These labs will be treated as either a self-pay cost to the Enrolled Persons billed from Quest Laboratory OR the Enrolled Person may submit his/her insurance information to Quest for processing.
- b. **Monthly Fee.** Employer shall pay a monthly fee for the included Services as set forth in Schedule 1 (the “**Monthly Fees**”). The Monthly Fees are due by the 1<sup>st</sup> day of each month. The Program and the included Services will be initiated only upon receipt of the first month’s payment of the Monthly Fees but no earlier than the first day of the month after payment of the Monthly Fees has been received. A one percent (1%) penalty will be charged against any Monthly Fees that are not timely received by the 5<sup>th</sup> business day of each month.
- c. **Covered Person Determination.** The Employer shall determine, in its sole discretion, which of its employees and their eligible dependents shall be considered an Enrolled Employee and/or Enrolled Person.

4. **Additional Services Outside of Direct Provider Program.**

- a. The Employer acknowledges and agrees that the Employer may elect for eligible Enrolled Persons to receive certain Services relating to the diabetes management program of Next Level (the “***Diabetes Management Services***”) in accordance with the terms set forth on Schedule 3 attached hereto. The Employer understands and acknowledges that the fees for the Diabetes Management Services (the “***Diabetes Management Fees***”) as set forth on Schedule 3 attached hereto shall be separate from the Monthly Fees paid by the Employer under the terms of Schedule 1 attached hereto. The Employer and Next Level shall coordinate on the contents and transmittal of an initial screener (an “***Initial Screener***”) to be sent to Enrolled Persons who are considering the Diabetes Management Services. Enrolled Persons who successfully complete the Initial Screener will then be further evaluated for eligibility by Next Level in accordance with the terms of Schedule 3 attached hereto.
- b. The Employer also acknowledges that Enrolled Persons may elect to enter into direct arrangements with Next Level regarding certain health services (e.g., weight loss services) that are not covered under the Services set forth in this Agreement (collectively, the “***Direct Services***”). Any fees for such Direct Services shall be paid for directly by the Enrolled Persons to Next Level and shall be separate from the Monthly Fees or any other fees paid by the Employer under this Agreement.

5. **Confidentiality.** From time to time during the Term of this Agreement, either Party (as the “***Disclosing Party***”) may disclose or make available to the other Party (as the “***Receiving Party***”), non-public, proprietary, or confidential information of the Disclosing Party (“***Confidential Information***”), which includes (as it pertains to the Confidential Information of Next Level) but is not limited to pricing, methods, design and structure of the Program. The terms of this Agreement shall constitute Confidential Information. However, Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the Receiving Party’s breach of this Section 5; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source; *provided*, that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in the Receiving Party’s possession prior to the Disclosing Party’s disclosure hereunder; or (d) was or is independently developed by the Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party’s Group (as defined below) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially

reasonable efforts to notify the Disclosing Party of such requirements to afford the Disclosing Party the opportunity to seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 5, the "**Receiving Party's Group**" shall mean the Receiving Party's affiliates and its employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, attorneys, accountants, and financial advisors. Notwithstanding the foregoing, Next Level will not be obligated to provide Confidential Information to the Employer regarding any patients, including but not limited to information protected under the Health Insurance Portability and Accountability Act of 1996.

6. **Term, Termination, and Survival.**

- a. **Term.** The term of this Agreement (the "**Term**") shall commence as of \_\_\_\_\_, or the first day of the month after payment has been received, whichever is later (such date, the "**Effective Date**"), and shall continue through \_\_\_\_\_, unless sooner terminated pursuant to the terms of this Agreement (such period, the "**Initial Term**"). This Agreement may be renewed for successive one (1) year terms with a six percent (6%) escalator annually (each, a "**Renewal Term**"), upon the written agreement of the Parties. The Initial Term and the Renewal Terms shall, collectively, constitute the Term of this Agreement.
- b. **For Cause Termination.** Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:
  - i. Breaches this Agreement, including a failure to pay fees and compensation due under this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within ten (10) business days after receipt of written notice of such breach;
  - ii. Becomes insolvent or admits its inability to pay its debts generally as they become due;
  - iii. Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
  - iv. Is dissolved or liquidated or takes any corporate action for such purpose;
  - v. Makes a general assignment for the benefit of creditors; and/or
  - vi. Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- c. The rights and obligations of the Parties set forth in this Section 6 and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information, the rights

and obligations set forth in Section 5 hereof will survive such termination or expiration of this Agreement.

- d. Minimum Enrollment Requirement: Next Level requires that the Employer maintain at least five (5) employees enrolled in the plan at all times. If enrollment falls below five employees, the Employer will be billed monthly for a minimum of five employees.
  - e. Large Group Minimum Enrollment Requirement: Employers with contract rates based on 100 employees or more, if enrollment drops below 100 employees in any given month, the Employer will still be responsible for and billed monthly for a minimum of 100 employees.
7. **Effects of Termination**. In the event of a termination of this MTC, Next Level shall continue to perform the Services under this MTC through the designated termination date. However, if the termination date falls on any date other than the last day of the month, Next Level shall continue to perform the Services under this MTC until the last day of the month of the termination date. For example, if the termination date is March 15, Next Level shall continue to perform the Services under this MTC through March 31.
8. **The Program is Not Health Insurance**. The Employer acknowledges and agrees that the Program is not a health insurance plan or a substitute for health insurance. Rather, the Program is a contract to provide medical services at a discounted rate. Additionally, the Employer acknowledges and agrees that the Program does not replace any existing or future health insurance or health plan coverage that the Employer may offer to its employees (including any Enrolled Employees). The Employer also acknowledges and agrees that (a) the Services provided by Next Level are only a limited set of services that are a limited benefit under the Employer's medical plan and that, standing alone, the Services do not qualify as minimum essential coverage under the Patient Protection and Affordable Care Act (as amended, "*PPACA*"), (b) Next Level is not providing any legal or regulatory advice or service to the Employer, (c) Next Level assumes no fiduciary or other responsibility of any kind with respect to the Employer or its assets, notices, disclosures, or reporting obligations, and (d) Next Level is not taking on any administrative or fiduciary functions related to the medical plan of the Employer.
9. **Employer Responsibility**. The Employer is solely responsible for determining whether the Program is appropriate for use with its group health plan and compliant with all applicable laws, including but not limited to the implications of participating in the Program if the Employer offers a high deductible health plan that can be paired with a health savings account. The Employer shall determine and be solely responsible for advising its employees whether they may use funds from a Health Savings Account to pay for any services provided by Next Level. The Employer acknowledges and agrees that Next Level has made no representations to the Employer regarding the consequences that may result from the Employer's employees' use of funds from a Health Savings Account to pay for any services provided by Next Level. Next Level advises the Employer to seek legal counsel regarding

this matter. The Employer agrees to indemnify and hold Next Level harmless with regard to any claims, losses, and/or damages related to the matters discussed in Section 9.

10. **Marketing Plan and Medical Plan Assurances.**

- a. Next Level and the Employer shall enter into a marketing plan (the “**Marketing Plan**”) pertaining to the Services that will be offered to Enrolled Persons (which shall also include, without limitation, the Diabetes Management Services and any Direct Services). The Marketing Plan may include methods by which each of Next Level and the Employer communicate directly with Enrolled Persons regarding the offered Services.
- b. The Employer understands, acknowledges, and agrees that the Employer is solely responsible for complying with the Employee Retirement Income Security Act (as amended, “**ERISA**”), the PPACA, the Internal Revenue Code of 1986 (as amended, the “**Code**”), the Consolidated Omnibus Budget Reconciliation Act (as amended, “**COBRA**”), and any other applicable law governing the medical plan of the Employer, including, without limitation, any such provisions or rules relating to annual or lifetime benefit limits, preventative care, maximum out-of-pocket or cost sharing restrictions (including restrictions related to high-deductible health plans and associated health savings accounts), privacy and security in relation to the Health Insurance Portability and Accountability Act (as amended, “**HIPAA**”), HIPAA portability, all United States Equal Employment Opportunity Commission non-discrimination or other requirements related to group health plans and the voluntary nature of incentives, continuation coverage requirements, and any required coordination of benefits with respect to the Services provided under this MTC.
- c. The Employer further acknowledges, agrees, and represents that the Employer has modified, to the extent necessary, any applicable HIPAA privacy notices to permit the uses and disclosures of the protected health information pertaining to the Employer’s medical plan that may arise from and out of the Employer electing to make the Services available to Enrolled Persons, including, without limitation, the use of such protected health information as part of health care operations or for promoting the Services to Enrolled Members (but no additional services of Next Level). The Employer shall be responsible for determining which, if any, of such incentives shall fulfill any applicable federal, state, or local income or employment tax withholding obligations with respect to such provided incentives.
- d. The Employer also acknowledges and agrees that (i) the Services provided by Next Level are only a limited set of services that are a limited benefit under the Employer’s medical plan and that, standing alone, the Services do not qualify as minimum essential coverage under the PPACA, (ii) Next Level is not providing any legal or regulatory advice or service to the Employer, (iii) Next Level assumes no fiduciary or other responsibility of any kind with respect to the Employer or its assets, notices,

disclosures, or reporting obligations, and (iv) Next Level is not taking on any administrative or fiduciary functions related to the medical plan of the Employer.

11. **Independent Contractor**. Each of the Parties to this MTC is an independent contractor with respect to the other Party, and neither Party is an agent, employee, or representative of the other. Neither Party will represent itself as an agent of the other or assume or create any obligation in the name of the other.
12. **Choice of Law**. This MTC and all related documents including all exhibits and schedules attached hereto, and all matters arising out of or relating to this MTC, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Texas, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.
13. **Choice of Forum**. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this MTC, including all exhibits, schedules, attachments, and appendices attached to this MTC, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the United States District Court for the Southern District of Texas or the courts of the State of Texas sitting in Harris County, Texas, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the United States District Court for the Southern District of Texas or the courts of the State of Texas sitting in Harris County, Texas. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
14. **WAIVER OF JURY TRIAL**. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS MTC, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS MTC, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS MTC, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS MTC, OR THE TRANSACTIONS CONTEMPLATED HEREBY.
15. **Indemnification**. The Employer shall indemnify, protect, defend, and hold harmless Next Level, its officers, directors, agents, representatives, affiliates, partners, members, and their respective successors and assigns, from and against any loss, liability, claim, damage, and expense (including attorneys' fees) arising out of or based upon: (a) the Employer's breach of this MTC, or (b) the Employer's false representation or misrepresentation to its employees regarding the services contemplated by this MTC, including the cost for the Services offered and performed by Next Level.

16. **Entire Agreement.** This MTC, including and together with any exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.
17. **Notice.** All notices hereunder must be in writing to the other Party. If to Next Level, the notice shall be sent to:

NLUC PLLC  
5718 Westheimer Road, Suite 1800  
Houston, Texas 77057  
Attn: Juliet Breeze  
Email: jbreeze@nlucc.com

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

Notices to any other Party must be transmitted to the Party's designated address via nationally-known express delivery and deemed given the next business day after actual delivery.

18. **Severability.** If any term or provision of this MTC is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this MTC or invalidate or render unenforceable such term or provision in any other jurisdiction.
19. **Amendments.** No amendment to, modification of, or termination of this MTC will be effective unless it is in writing and signed by the Parties.
20. **Waiver.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
21. **Force Majeure.** Next Level shall not be liable or responsible to the Employer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Next Level including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental



actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage; *provided*, that if the event in question continues for a period in excess of sixty (60) days, the Employer shall be entitled to give notice in writing to Next Level to terminate this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates below (but to be made effective as of the Effective Date) by their respective duly authorized officers. This Agreement may be executed in multiple counterparts, each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.

**EMPLOYER:**

\_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NEXT LEVEL:**

NLUC PLLC

By: Brandon Moreno

Signature: \_\_\_\_\_

Title: Chief Financial Officer

Date: \_\_\_\_\_

## SCHEDULE 1

| NEXT LEVEL PRIME  |                         |
|---|-------------------------|
| Membership  | Time of Service Payment |
| <b>\$30 PEPM (single coverage)</b>  | <b>\$0</b>              |
| <b>\$60 PEPM (family coverage)</b>  | <b>\$0</b>              |
| <u>INCLUDED</u>   |                         |
| <i>All CLIA-waived labs (Rapid Strep, Flu, RSV, Mono, Covid, Urinalysis, Trichomonas, Urine Pregnancy)</i>  |                         |
| <i>X-rays, IV Fluids, Casting/Splinting</i>   |                         |
| <i>All Labs, DME, and Immunization listed in <u>Schedule 2</u></i>  |                         |
| <u>NOT INCLUDED</u>   |                         |
| <i>All Diabetes Management Services listed in <u>Schedule 3</u></i>   |                         |
| <i>Any Direct Services (e.g., weight loss services) that are selected by Enrolled Persons, which shall be payable directly by the Enrolled Persons.</i> |                         |

## **SCHEDULE 2**

### **IMMUNIZATIONS**

Flu shot (4+ years)  
Flu shot (6mo-4yr)  
High dose flu  
PPD/ TB Skin  
PPD/ TB X - Ray  
Hepatitis B adult per vaccination  
Hepatitis B child per vaccination  
TD (Tetanus)  
TDAP  
MMR  
DTaP  
Polio  
Pneumococcal conj (PCV13)  
Varicella  
HepA (1-18 year)  
HepA (18+ years)  
HPV  
Meningococcal (Menactra)  
Shingrix  
Rotavirus  
Hib

Pneumococcal (PPSV23)

MEN B

### **DME**

Airgel Ankle Stirrup  
Gamed Day Ankle Brace  
Universal Wrist Support  
Arm Sling (Padded)  
Crutches  
Lumbar Support  
Neoprene Hinged Knee Wrap  
Pneumatic Walking Boot  
Post Op Shoe  
Slimline Cast Boot  
Thumb Spica/Wrist Splint

### **COVID**

Rapid Antigen Test

## **NEXT LEVEL LABS**

### **CHEMISTRY**

CMP  
Lipid panel  
TSH  
Free T4  
Total T3  
HIV screen  
Hemoglobin A1c  
Microalbumin, Urine (w/creatinine)  
Vitamin D  
Hepatitis B Antibody  
Hepatitis B Surface Antigen  
Uric Acid  
PSA  
Vitamin B12/Folate  
Testosterone, male

Hepatitis C Ab  
Vitamin B12  
Lipase  
Folic Acid  
Amylase  
Hepatitis A  
RPR Screen  
Magnesium  
Iron, total  
Estradiol  
FSH  
LH  
HCG Quantitative  
Sedimentation Rate

**CYTOLOGY**

Pap smear

**HEMATOLOGY**

CBC

**MICRO**

Urine Culture

Throat Culture

Wound Culture

*\*\*\*Labs not on the list above will need to be sent to an outside laboratory. Next Level utilizes Quest Laboratories. Labs sent to Quest will be treated as either a self-pay cost to the employee/patient billed from Quest Laboratory to the employee/patient OR the employee/patient may submit their insurance information to Quest for processing.*

### **SCHEDULE 3**

#### **DIABETES MANAGEMENT SERVICES\*\*\***

1. **Diabetes Management Services.** Participation in the Next Level diabetes management program (the “***Diabetes Management Program***”) will include the following:
  - a. Virtual consultations with medical providers employed or engaged by Next Level (each, a “***Provider***”), including an initial evaluation and monthly check-ins and progress follow-up sessions thereafter;
  - b. Initial laboratory diagnosis confirmation medication management review;
  - c. Up to twelve (12) additional virtual sessions with counselors employed or engaged by Next Level;
  - d. Up to twelve (12) additional virtual sessions with health coaches employed or engaged by Next Level; and
  - e. Either Semaglutide or Tirzepatide medication management.
2. **Eligibility Criteria.** In order to be eligible for the Diabetes Management Program, an Enrolled Person who has successfully completed the Initial Screening must satisfy the following medical criteria (the “***Diabetes Program Criteria***”). For the avoidance of doubt, no eligibility determinations by Next Level will be made on a basis that discriminates against any person with a health status (as defined in HIPAA and as modified by the PPACA and subsequent legislation and guidance).
  - a. The Enrolled Person must have the initial evaluation check performed by a Provider and must also submit laboratory test results confirming a diagnosis of Diabetes (*i.e.*, the Enrolled Person’s A1c must be equal to at least 6.5).
  - b. The Enrolled Person must have access to the prescription medications described as part of the Diabetes Management Program through a compounding pharmacy.
3. **Fees; Pharmacy Disclosure.**
  - a. The Diabetes Management Fees will be comprised of two (2) distinct payments: (i) fees charged by a third-party pharmacy (a “***Pharmacy***”) for the prescription drugs, prescription fulfillment, and shipping of the prescriptions, and (ii) a fee charged by Next Level for the clinical and care facilitation services performed by Next Level.
  - b. The clinical and care facilitation services fees charged by Next Level shall be equal to a monthly amount determined as follows: (i) \$250 per month per Enrolled Person participating in the Diabetes Management Program with Semaglutide medication management assistance, and (ii) \$450 per month per Enrolled Person participating in the Diabetes Management Program with

Tirzepatide medication management assistance.

- c. Next Level's preferred Pharmacy for fulfilling prescriptions and performing the other pharmacy-related services for the Diabetes Management Program is Empower Pharmacy (the "***Preferred Pharmacy***"). In the event that the Preferred Pharmacy is utilized for the Diabetes Management Program, then Next Level will be able to facilitate charging the Preferred Pharmacy's fees for the pharmacy-related services performed as part of the Diabetes Management Program, which shall be independently determined by the Preferred Pharmacy and which shall be passed along by Next Level to the Preferred Pharmacy without offset.
  - d. Notwithstanding the foregoing, each Enrolled Person retains the right to select their Pharmacy of choice, though electing to use an alternate Pharmacy for the pharmacy-related services of the Diabetes Management Program will result in such Pharmacy separately charging for their pharmacy-related services. The Employer shall ensure that all eligible Enrolled Persons are informed of their right to utilize a pharmacy of their choice.
4. **Billing and Collection.** Next Level shall invoice the Employer on a monthly basis for the Diabetes Management Fees incurred for the applicable period, and the Employer shall pay such invoiced amount within ten (10) business days of receipt of the invoice.

*\*\*\*The Diabetes Management Fees are not included in the monthly fees paid by the Employer. Instead, the fees for the Diabetes Management Services will be billed and collected separately from the Employer pursuant to the terms of this Schedule 3.*