

ADMINISTRATIVE SERVICES AGREEMENT

THIS AGREEMENT is made effective as of the ___ day of _____, 2019 (“Effective Date”), by and between TRILOGY HEALTH INSURANCE, INC. (“THI”) and TRILOGY HEALTH SOLUTIONS, INC. (“THS”). This Agreement supersedes and replaces in full any previous Administrative Service Agreement(s) entered into between THI and THS prior to this Agreement.

RECITALS

A. THI is a Wisconsin domestic insurance company formed under Chapter 611 of the Wisconsin statutes.

B. THS operates an independent preferred provider organization in Wisconsin (the “Network Business”).

C. THI and THS, prior to the date of this Agreement, were affiliated entities and shared personnel, space and equipment to conduct their operations.

D. Pursuant to a transaction set forth in a Stock Purchase Agreement dated January 17, 2019 (the “SPA”), THI and THS are unaffiliated and unrelated entities.

E. THS employs or contracts with certain personnel that will be utilized by THI in its operations.

F. As a wind up to THI and THS previous affiliation and to efficiently transition personnel and operations, THS desires to engage THI to provide certain space and certain equipment to THS, and THI desires to engage THS to provide certain services to THI.

G. THI and THS desire to share and allocate shared expenses.

AGREEMENTS

In consideration of the recitals and the mutual agreements set forth below, the Parties (as defined in section 1.7 below) agree as follows:

1. Definitions. In addition to the other capitalized terms defined in this Agreement, the following terms shall have the following meanings:

1.1 “Affiliate” of a Person shall mean: (a) any other Person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such Person; (b) any officer, director, manager, partner, member, employer or direct or indirect owner, whether legally, beneficially or otherwise, of 5% or more of any class, series or other type of equity or voting securities or other ownership interests of such Person; or (c) any other Person for which a Person described in clause (b) acts in any such capacity.

1.2 “Equipment” means the equipment owned or leased by THI and necessary to conduct the Network Business.

1.3 “Law” shall mean any code, law, ordinance, regulation, reporting or licensing requirement, rule or statute applicable to a Person or business, including, without limitation, those promulgated, interpreted or enforced by any Regulatory Authority.

1.4 “Lease” means the Lease entered into by THI with CORE Realty Holdings Management, Inc. dated June 6, 2013 which will terminate on October 31, 2019.

1.5 “Liability” shall mean any direct or indirect, primary or secondary, liability, indebtedness, obligation, damage, penalty, assessment, cost or expense (including, without limitation, costs of investigation, collection and defense), claim, deficiency, guaranty or endorsement of or by any Person of any type, whether accrued, absolute or contingent, liquidated or unliquidated, matured or unmatured or otherwise.

1.6 “Order” shall mean any administrative decision or award, decree, injunction, judgment, order, quasi-judicial decision or award, ruling or writ of any federal, state, local or other court, arbitrator, mediator, tribunal or Regulatory Authority.

1.7 “Party” shall mean either of THI or THS and “Parties” shall mean both of THI and THS.

1.8 “Person” shall mean a natural person or any legal, commercial or governmental entity, including, but not limited to, a corporation joint venture, general partnership, limited partnership, limited liability partnership, limited liability company, trust, business association, group acting in concert, or any such Person acting in a representative capacity.

1.9 “Premises” means the office space leased by THI pursuant to the Lease.

1.10 “Regulatory Authority” shall mean any federal, state or local regulatory agencies having jurisdiction over the Parties and their respective businesses.

2. Services and Allocation of Expenses.

2.1 Services. During the term of this Agreement, the Parties agree to provide the Services described on Exhibit A to this Agreement (the “Services”).

2.2 Premises. During the term of this Agreement, THI shall provide to THS and its invitees and guests the nonexclusive right to occupy and use the Premises as necessary to conduct the Network Business and subject to the terms and conditions set forth in the Lease and this Agreement. THS’s occupancy and use of the Premises is subject and subordinate to the Lease and the rights of THI under the Lease. The Premises shall be used

by THS to conduct the Network Business and for no other purpose. The rights of THS under this Agreement are personal to THS and shall not run with the real property. THS shall comply with all applicable terms and conditions of the Lease with respect to the Premises. THS's right to use and occupy the Premises under this Agreement terminates on October 31, 2019.

2.3 Equipment. During the term of this Agreement, THI shall provide to THS the right to use the Equipment on a non-exclusive basis and subject to THI's right to use the Equipment. To the extent any of the Equipment is leased, THS shall comply with all applicable terms and conditions of any such lease.

2.4 The Subject Personnel. THS shall provide certain of its employees (the "Subject Personnel") to perform under the direction and on behalf of THI. The initial Subject Personnel and the amount of time such Subject Personnel shall be dedicated to the Network Business are set forth on Exhibit B to this Agreement. THI in its sole discretion may employ directly Subject Personnel or other Persons to render the services. THI shall provide a minimum of 15 days written notice to THS if THI wishes to employ any Subject Personnel or will not need the services of the Subject Personnel. THI's written notice to THS shall include the name and termination date of THI's use of the Subject Personnel under this Agreement. While THI is using the Subject Personnel identified and in the time allocation set forth on Exhibit B, THI shall pay THS the allocated portion of all costs related to such personnel. THS shall, at all times: (a) be the sole employer of the Subject Personnel; (b) arrange directly with the Subject Personnel for all salaries, benefits and other remuneration; and (c) be solely responsible for the payment of all applicable withholding or similar taxes relating to the Subject Personnel. THI, in its sole discretion, has the right to request the removal of any individual Subject Personnel from providing Services. Upon receipt of such request for removal, THI will cease all payment for such personnel within 15 days.

2.5 Allocated Expenses. The Parties agree to allocate the expenses identified below 70% to THS and the remainder to THI. The reference to "Account" is a number used in THI's and/or THS's accounting.

1. Account 5730 - Office Supplies
2. Account 5740 - Postage (NOTE: specifically identifiable postage expenses are the responsibility of the Party incurring the expense)
3. Account 5780 - Phone Service
4. Account 5810 – Small Office Equipment
5. Account 5820 – Small Software
6. Account 5830 – Copier Lease
7. Account 5840 – Copier Maintenance
8. Account 5850 – HP Supplies & Maintenance
9. Account 5860 – Maintenance Hardware & Software
10. Account 5870 - Disaster Recovery
11. Account 6100 – Depreciation Software
12. Account 6110 – Depreciation Hardware

- 13. Account 6120 – Depreciation Furniture & Fixtures
- 14. Account 5650 – Property Tax
- 15. Account 5720 – Office Lease

3. Relationship of the Parties.

3.1 Independent Contracting Parties. THS and THI are independent contracting parties and the relationship between them is that of an independent purchaser and an independent supplier of administrative, consulting and management services. Except as specifically provided in this Agreement, neither Party shall have the power to bind, or to incur obligations on behalf of, the other Party.

3.2 Conduct of the Network Business. The Parties acknowledge and agree that, except as specifically provided hereunder, THI shall not have any Liability to any third party relating to the conduct of the Network Business.

4. Obligations of THS.

4.1 Cooperation. THS shall take all actions and execute, deliver and file all documents necessary or appropriate to implement this Agreement.

4.2 THS Liabilities. THS shall be responsible for and pay all Liabilities associated with its business and affairs.

5. Compensation. The Parties shall pay the other Party in accordance with the terms of this Agreement and Exhibit C to this Agreement.

6. Term; Termination.

6.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect through October 31, 2019 unless earlier terminated as provided below. This Agreement shall be renewed automatically until either Party notifies the other Party in writing not less than __ days of its intent to terminate this Agreement.

6.2 Termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated as follows:

(a) Either Party may terminate this Agreement at any time for breach upon delivery of written notice to the other Party at least 30 days prior to the effective date of the termination.

(b) This Agreement shall terminate immediately if either Party applies or consents to the appointment of a receiver, trustee or liquidator of it or of all or a substantial part of its assets, files a voluntary petition in bankruptcy, admits in writing its

inability to pay its debts as they become due, makes a general assignment for the benefit of creditors, files a petition or answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or if an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating it a bankrupt or insolvent or approving a petition seeking reorganization of it or appointment of a receiver, trustee or liquidator of it or of all or a substantial part of its assets.

(c) This Agreement shall terminate immediately to the extent required by any Regulatory Authority, including, without limitation, the Wisconsin Commissioner of Insurance.

(d) The Parties may terminate this Agreement at any time by mutual written agreement.

7. Insurance. During the term of this Agreement, each Party shall maintain general liability and other insurance coverage customarily carried by similarly situated businesses. Such insurance shall be written by reputable and responsible insurers licensed in Wisconsin. Each Party shall, upon the request of the other Party, provide written evidence of such insurance coverage.

8. Confidential Information.

8.1 Nondisclosure. The Parties acknowledge and agree that a Party (the "Disclosing Party") may disclose to another Party ("Recipient") certain confidential and proprietary information of the Disclosing Party, including, without limitation, information regarding business connections, procedures, operations, techniques and other aspects of its business (the "Confidential Information"). The Parties further acknowledge and agree that the Confidential Information is established at great expense and protected as confidential information and provides the Disclosing Party with a substantial competitive advantage in conducting its business. Recipient agrees that, during the term of this Agreement and until the date that is five years following the date this Agreement terminates, Recipient shall not, directly or indirectly, in any capacity, use or disclose, or cause to be used or disclosed, any Confidential Information acquired by Recipient during its relationship with the Disclosing Party except to the extent required by Recipient to perform under this Agreement.

8.2 Nonconfidential Information. The requirements of confidentiality and the limitations on use and disclosure set forth in this Agreement shall not apply to Confidential Information which Recipient can demonstrate by clear and convincing evidence:

(a) at the time of disclosure by the Disclosing Party to Recipient, was known to Recipient as evidenced by Recipient's contemporaneous written records;

(b) at the time of disclosure by the Disclosing Party to Recipient, was published or known publicly or otherwise was in the public domain;

(c) after disclosure by the Disclosing Party to Recipient and other

than as a result of a breach of Recipient's obligations under this Agreement, becomes published or publicly known or otherwise becomes part of the public domain; or

(d) is disclosed to Recipient in good faith by a third party who is not under obligation of confidence or secrecy to the Disclosing Party at the time such third party discloses the information to Recipient.

8.3 Protected Health Information. The Parties acknowledge and agree that all health care records and other protected health information shall be treated as confidential in compliance with all Laws and Orders applicable thereto. To the extent required by applicable Laws, the Parties shall enter into and comply with the Business Associate Agreement attached hereto as Exhibit D. This provision shall survive the termination of this Agreement.

8.4 Disclosures Required by Law. If Recipient must disclose Confidential Information pursuant to any Law or Order, Recipient must promptly, and if possible prior to such disclosure, notify the Disclosing Party to enable the Disclosing Party to seek a protective order or other means of protection for such Confidential Information. In any event, Recipient shall disclose only that portion of the Confidential Information that it is legally compelled to disclose.

8.5 Return of Tangible Material. Immediately upon request by the Disclosing Party, Recipient shall deliver all tangible Confidential Information, and copies thereof, to the Disclosing Party and shall erase all embodiments of the Confidential Information from all storage devices, including, but not limited to, random access memory (RAM) devices, read-only memory (ROM) devices and disk drives.

9. Use of Property.

9.1 Of THI. THS recognizes and acknowledges THI's right, title and interest in and to all trademarks, trade names, service marks, copyright works and other intellectual property rights of THI (the "THI Property"). THS will not, at any time, do or allow to be done any act or thing which will in any way impair the rights of THI to the THI Property. THS will not acquire or claim any title to the THI Property by virtue of this Agreement or through any activity undertaken pursuant to this Agreement. The Parties intend and agree that all use of the THI Property will be under the control of THI and will inure to the benefit of THI. THS will make no use of the THI Property without the express written consent of THI. **[For Discussion: What is the agreement regarding the mark that both entities use?]**

9.2 Of THS. THI recognizes and acknowledges THS's right, title and interest in and to all trademarks, trade names, service marks, copyright works and other intellectual property rights of THS (the "THS Property"). THI will not, at any time, do or allow to be done any act or thing which will in any way impair the rights of THS to the THS Property. THI will not acquire or claim any title to the THS Property by virtue of this Agreement or through any activity undertaken pursuant to this Agreement. The parties

intend and agree that all use of the THS Property will be under the control of THS and will inure to the benefit of THS. THI will make no use of the THS Property without the express written consent of THS.

10. Representations, Warranties and Covenants.

10.1 By THS. THS represents, warrants and covenants to THI as follows:

(a) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.

(b) This Agreement, when executed and delivered by THS, will be THS's legal, valid and binding obligation enforceable against THS in accordance with its terms, except to the extent that enforcement may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(c) THS's execution, delivery and performance of this Agreement has been duly authorized by THS, such execution, delivery and performance do not and will not violate or cause a breach of any other agreement or obligation to which THS is a party or by which it is bound and no approval or other action by any Regulatory Authority is required of THS in connection therewith.

(d) In conducting the Network Business, THS will comply with all applicable Laws and Orders.

(e) During the term of this Agreement and for a period of two years after termination or expiration of this Agreement for any reason, THS shall not, and shall cause its Affiliates to not, directly or indirectly, through or with any other Person, in the State of Wisconsin or any other state in which THI has conducted THI's Medicaid business (the "THI Business") during the term of this Agreement. (i) manage, own, engage in or enter into any business competitive with the THI Business, (ii) initiate contact with, solicit, or do any business with any vendors, providers or customers of THI to the extent such business would compete with the THI Business, or (iii) engage in preparations for any activity prohibited by the foregoing clauses (i) and (ii).

10.2 By THI. THI represents, warrants and covenants to THS as follows:

(a) THI has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.

(b) This Agreement, when executed and delivered by THI, will be THI's legal, valid and binding obligation enforceable against THI in accordance with its terms, except to the extent that enforcement may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(c) THI's execution, delivery and performance of this Agreement has been duly authorized by THI, such execution, delivery and performance do not and will not violate or cause a breach of any other agreement or obligation to which THI is a party or by which it is bound and no approval or other action by any Regulatory Authority other than the Office of the Commissioner of Insurance of Wisconsin is required of THI in connection therewith.

(d) In providing the Services, THI will comply with all applicable Laws and Orders.

11. Notices. All notices, requests or other communications to be given by a Party must be in writing (including facsimile or similar writing) or delivered electronically and must be given:

If to THI, to:

Trilogy Health Insurance, Inc.
10201 West Innovation Drive, Suite 100
Wauwatosa, WI 53226
Attn: Maria Ledger, CEO
Facsimile: 414-287-7704
E-Mail: Maria.Ledger@mychoicefamilycare.org

If to THS, to:

Trilogy Health Solutions, Inc.
18000 West Sarah Lane, Suite 310
Brookfield, WI 53045
Attn: William D. Felsing, President and Chief Executive Officer
Facsimile: 262-432-0396
E-Mail: wfelsing@trilogycare.com

12. Specific Performance. The Parties acknowledge and agree that irreparable injury to a Party may result if the other Party breaches any covenant or agreement contained in sections 8.1, 8.3, 8.5, 9.1, 9.2, and 10.1(e) and that the remedy at law for the breach of any such covenant or agreement will be inadequate. Therefore, if a Party engages in any act in violation of any such covenant or agreement, the Parties agree that the Party benefiting from such covenant or agreement shall be entitled, in addition to such other remedies and damages as may be available to it by Law or under this Agreement, to injunctive relief to enforce any such covenant or agreement without the necessity of posting bond or other security.

13. Waiver. The failure of a Party to insist, in any one or more instances, upon performance of any term or condition of this Agreement shall not be construed as a waiver or a relinquishment of any right granted hereunder or of the future performance of any such term or condition.

14. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the Parties agree that such invalidity or unenforceability shall not affect any other provision of this Agreement, the remaining covenants, restrictions and provisions hereof shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable and enforceable. The Parties acknowledge and agree that each covenant and agreement contained in sections 8.1, 8.3, 8.5, 9.1, 9.2, and 10.1(e) is a separate and independent covenant and agreement.

15. Amendment. This Agreement may be amended only by an agreement in writing signed by the Parties.

16. Benefit; Assignment. This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the Parties and their respective successors and assigns; provided, however, that neither Party may assign any of its rights or obligations under this Agreement without the prior, written consent of the other Party.

17. Entire Agreement. This Agreement, which includes the attached Exhibits, represents the entire agreement between the Parties on the subject matter hereof and supersedes all prior discussions, agreements and understandings between them.

18. No Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to, and it shall not be construed to, confer upon or give to any Person other than the Parties and their permitted successors and assigns any rights, remedies or entitlements.

19. Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Wisconsin situated in Milwaukee County for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, agree not to commence any suit, action or other proceeding arising out of or

based upon this Agreement except in the state courts of Wisconsin situated in Milwaukee County, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION AGREEMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed as of the date first above written.

TRILOGY HEALTH INSURANCE, INC.

Name: _____

Title: _____

TRILOGY HEALTH SOLUTIONS, INC.

Name: _____

Title: _____

EXHIBIT A

Services

The Services shall consist of the following:

1. Claims Processing. THS shall allow THI to utilize THS' Post Office Box and THS' Electronic Data Interchange ("EDI") number for claim submissions. THS will receive paper claims that are retrieved by OnCourse and converted to EDI and EDI claims from HealthSmart. On a daily basis, THS will identify THI's claims based on the membership files received from SMG and maintained by THS. On a daily basis, THS will forward THI's claims to SMG for processing. **[FOR DISCUSSION: THS will require Medicaid eligibility files from SMG (same as today). What does this mean?]**

2. 3M Software. **[TBD]**

3. Telephone Systems. THI shall maintain telephone systems as necessary for the conduct of THS' Network Business.

4. Equipment and Furnishings. THI shall acquire and maintain all hardware, software, capital equipment, office equipment and furniture necessary for the conduct of the Network Business.

5. Supplies. THI shall purchase operating supplies and materials as necessary for the maintenance and conduct of the Network Business.

6. Mailroom Services. THI shall acquire and maintain a postage meter and any related hardware and software and shall provide mailroom services as necessary for the conduct of the Network Business.

7. Email Services. THS will allow THI to use its @trilogycare.com email for DHS incoming emails. THS will build and maintain a forwarding email that directs emails intended for THI or related to THI business to MyChoice Family Care, Inc. or THI contracted employees. **[Will there be a payment for this? Is it ok for this to terminate in October?]**

EXHIBIT B

Subject Personnel

1. Member Advocate (Jodie Villegas) – 100% to THI (expected to be short term – will transition to MyChoice)
2. Contract Administrator – 100% to THI (expected to be short term – will transition to MyChoice)
3. Executive Director (Bonnie Warner) – 50% to THI
4. Finance and Accounting (Glenn Reinhardt and Kathy Heyrman) – 75% to THI
5. Information Systems (Mike Flock and Colette Harbort) – 30% to THI
6. Provider Contracting/3M Activity (Scott Meyrose) – 7% to THI

EXHIBIT C

Compensation

1. Claims Processing. As compensation for claims processing, THS shall invoice THI based on claim volume (percentage of claims that are THI's times the total invoice amount from Oncours and HealthSmart. THI shall pay undisputed invoices from THS for services from OnCourse and HealthSmart within ___ days. **[Is there a fee that THI will pay to THS for its services/role in identifying THI's claims?]**

2. Subject Personnel. For each individual comprising the Subject Personnel, an amount equal to (i) the percentage of time dedicated to THI by such individual as set forth on Exhibit B or such other percentage agreed to by the Parties multiplied by (ii) ___% (compensation, benefits and related expenses for such individual incurred by THS in such month.

3. The Lease. For occupancy and use of the Premises hereunder, THS shall pay THI an amount equal to 70% multiplied by the rental payments and other costs and expenses incurred by THI under the Lease in such month (net of any portion of such fees, costs or expenses for which any other entity is obligated to make payment).

4. The Equipment. For use of the Equipment, THS shall pay THI an amount equal to 70% multiplied by the amount of amortization or depreciation (net of any tax benefit) for any and all of THI's capital and office equipment in such month (net of any portion of such fees, costs or expenses for which US Health and Life Insurance Company is obligated to make payment).

5. Expense Allocation. For the shared expenses, THS will pay 70% of each expense.

6. Invoicing and Payment. Within 15 days of the end of each month during the term of this Agreement, each Party shall provide the other Party with an invoice for the Compensation due for such month. Payment of each invoice is due within 15 days of receipt of such invoice.

7. Late Payment. If either Party fails to make any payment as and when due, the past-due payment shall bear interest, until such amount is paid in full, at a rate equal to the lower of 12% per annum or the highest maximum rate permitted by applicable Law. The Party that has not paid as required under this Agreement also shall pay all Liabilities incurred in connection with efforts to collect any past-due payment.

EXHIBIT D

Business Associate Agreement

Attach MyChoice's BAA