



Chase Center/Circle
111 Monument Circle
Suite 601
Indianapolis, IN 46204-5128
USA

Tel +1 317 524 3521
Fax +1 317 639 1001

Rich Moyer
Equity Principal

Rich.moyer@milliman.com
milliman.com

September 7, 2017

Eric Hamborg
Chief Customer Officer
MOBĒ LLC
4190 Vinewood Lane
N #111-305
Plymouth, MN 55442

RE: PROPOSAL FOR ATTESTATION SERVICES

Dear Eric:

This letter presents Milliman PRM Analytics™ (Milliman or PRM) proposal to MOBĒ LLC (MOBĒ) to provide third party attestation services as part of its contract services with customers (Proposal).

ATTESTATION SERVICES

MOBĒ has developed a proprietary formula for its use in determining certain chronic condition individuals in customer populations (Algorithm). MOBĒ is seeking PRM's services to provide independent third party audit and attestation as to the consistent application of the Algorithm. The specific service is defined as follows:

*1.6 MOBĒ's "**Proprietary Algorithm**" is a confidential, proprietary formula maintained and adjusted, from time to time, by MOBĒ, which is designed to identify Covered Persons currently or previously having a chronic condition of a type that MOBĒ believes, in its sole discretion, makes it likely that the Covered Person may materially benefit from the receipt of the Self-Management Guidance Services, in a manner that is likely to reduce health care costs incurred under the Policy for such Covered Person. The Proprietary Algorithm is subject to Milliman's third party attestation on an annual basis at MOBĒ's cost. Milliman will attest that that the Qualified Covered Persons added during a given program year were consistent with the algorithm and that no members consistent with the algorithm were excluded. **Milliman makes no attestation or warranty as to the quality of the Proprietary Algorithm, nor does Milliman attest to its fitness for any particular purpose.***

SCOPE OF SERVICES

Milliman will provide up to quarterly audit and attestation of MOBĒ's application of the Algorithm. The process will involve Milliman independently running the Algorithm on Capital Blue Cross Harrisburg's (CBC) data and comparing PRM's results to MOBĒ's results. Milliman will provide, in a form and format reasonably requested by MOBĒ, a report, together with an attestation letter, identifying the process, presenting results, noting differences, identifying valid reconciliations, and specifying unresolved differences. These reports and the attestation letter will be provided to MOBĒ within ten (10) business days of the execution of this Proposal. MOBĒ will have permission to release the results only to CBC Harrisburg. The attestation will contain limits on distribution and the disclaimer set forth in bold type above. PRM requires a signed Third Party Release Letter (attached in Exhibit A) prior to release of any individual attestation.

STAFFING, PROFESSIONAL FEES, AND TIMING

The project will be managed by professionals in PRM. Mr. Shea Parkes, FSA, MAAA and Ms. Sarah Prusinski, ASA, MAAA will be responsible for the overall project completion. The project budget of a one-time up-front payment of \$10,000 plus \$10,000 per audit completed by Milliman. MOBĒ can request the completion of up to four quarterly audits each year from 2017 through 2019 for Capital Blue Cross Harrisburg. Changes to the Algorithm that materially affect Milliman's scope of services will be subject to reasonably proportionate change fees, subject to MOBĒ's prior written approval.

We expect to provide our reports and attestations within one month of a request by MOBĒ. In the event Milliman determines that it cannot provide a report and for attestation within such time period, it shall promptly notify MOBĒ in writing.

DATA REQUIREMENTS

MOBĒ will provide the data (subject to the terms of the BAA if applicable) and the Algorithm for this engagement.

CONSULTING SERVICES AGREEMENT

The services provided for this project will be performed under, and are hereby expressly made subject to, that certain Consulting Services Agreement between Milliman PRM and MOBĒ (which is attached).



Eric Hamborg
September 7, 2017
Page 3

ACKNOWLEDGMENT

If the terms of this engagement are acceptable, please acknowledge such with a signature on the attached acknowledgement of a representative with authorization to engage Milliman with this assignment.



Please call if you have any questions about the proposal.

Sincerely,

A handwritten signature in black ink that reads 'Rich Moyer'.

Rich Moyer
Equity Principal

Enclosures
cc: Shea Parkes

ACKNOWLEDGMENT

If the terms of this engagement are acceptable, please acknowledge such with a signature of a representative with authorization to engage Milliman with this assignment.

A handwritten signature in blue ink, appearing to be 'Rich Moyer', written over a horizontal line.

Signature
MOBĒ

09/07/2017
Date



Exhibit A

STANDARD THIRD PARTY RELEASE

_____ (Recipient) has requested that Milliman, Inc. (Milliman) consent to release Material developed by Milliman for MOBE LLC (Client Company). The Milliman Material was prepared for, and only to be relied upon by the Client Company, and not to be provided to any third party without Milliman's prior consent. "Milliman Material", for purposes of this letter, includes the Milliman Report dated _____ and all data therein and all supplemental information, sensitivity analyses, experience data, and anything Recipient subsequently requests or receives in oral or written form from Milliman related to Client Company.

In consideration for the consent of Milliman to release the Milliman Material to Recipient, Recipient agrees as follows:

1. Recipient acknowledges that the Milliman Material was prepared solely to be relied upon by the Client Company and its management, and not by any other party. As such, Milliman makes no representations or warranties regarding the Milliman Material to Recipient or any other third party. Recipient acknowledges that Milliman has no responsibility to inform Recipient of any updates, changes, corrections or supplementations to the Milliman Material. Recipient represents that it will place no reliance on the Milliman Material that would result in the creation of any duty or liability under any theory of law by Milliman or its employees to Recipient.
2. Recipient understands the Milliman Material is a complex, technical analysis, and that Milliman recommends Recipient be aided by its own actuary or other qualified professional when reviewing the Milliman Material.
3. Recipient agrees that it will not provide any portion of the Milliman Material to any other party, except to (1) Recipient's Affiliates, but only if Recipient has full power and authority to bind Affiliate to the terms of this letter agreement and does bind Affiliate to the terms and (2) Recipient's professional advisers so long as they have agreed with Recipient to be subject to the same terms as Recipient under this letter agreement. Recipient agrees that it will not mention Milliman's Material in any publication without Milliman's prior written consent.
4. Recipient agrees it will not bring any claim or lawsuit, under any theory of law, against Milliman or any of its employees related in any way to the Milliman Material.
5. Milliman and Recipient agree to submit any dispute between them, including but not limited to, disputes relating to Milliman's release of the Milliman Material, any aspect of Milliman's work regarding the Client Company, and the interpretation and enforceability of this agreement, to binding arbitration. The arbitration, conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association, will be conducted before three neutral and independent arbitrators, one selected by Milliman, one by Recipient and the third by the first two. The award may be confirmed in any court of competent jurisdiction.

MILLIMAN, INC.

RECIPIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CONSULTING SERVICES AGREEMENT

This Agreement is entered into between Milliman, Inc. ("Milliman") and MOBE, LLC ("Company") as of September 7, 2017. Company has engaged Milliman to perform consulting services as described in the proposal letter dated September 7, 2017 and attached hereto (Proposal), the terms of which are expressly incorporated herein. Such services may be modified upon mutual written agreement by Milliman and Company. In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency for Milliman and Company agree as follows.

1. **BILLING TERMS.** Company acknowledges the obligation to pay Milliman for services rendered, arising from Company's request as a result of this engagement, as stated in the Proposal plus all reasonable out-of-pocket expenses incurred in the execution of its duties hereunder. All such out-of-pocket expenses must be pre-approved in writing by MOBE. MOBE will pay Milliman \$10,000 upon execution of this Agreement; thereafter, Milliman will bill Company \$10,000 per audit completed at the request of MOBE as well as reasonable pre-approved out-of-pocket expenses incurred. All undisputed invoices are payable upon receipt. Milliman reserves the right to stop all work if any bill goes unpaid for 60 days. In the event of such termination, Milliman shall be entitled to collect the then-current outstanding balance, as well as charges for all services and expenses incurred up to the date of termination. Company reserves the right to suspend payment on account of Milliman's material default or breach under this Agreement.
2. **TOOL DEVELOPMENT.** Milliman shall retain all rights, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been previously developed by Milliman or developed during the course of the provision of the services hereunder provided such generic documents or templates do not contain, and are not derived, in whole or in part, from, any Company Confidential Information or other Company proprietary data. Rights and ownership by Milliman of original technical designs, methods, ideas, concepts, know-how, and techniques shall not extend to or include all or any part of Company's proprietary data or Company Confidential Information, which such rights, title and interest shall be retained exclusively by Company. To the extent that Milliman may include in the materials any pre-existing Milliman proprietary information or other protected Milliman materials, Milliman agrees that Company shall be deemed to have a fully paid up license to make copies of the Milliman owned materials as part of this engagement for its business purposes, consistent with the Proposal and Section 6 and provided that such materials cannot be modified or distributed outside the Company without the written permission of Milliman or except as otherwise permitted hereunder.
3. **INDEMNIFICATION; LIMITATION OF LIABILITY.** Milliman will perform all services in accordance with applicable professional standards. Milliman shall indemnify, defend, and hold Company and its respective officers, directors, employees, representatives, and affiliates harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or Expenses of whatever kind, that are incurred by Company arising out of any third party claim or demand to the extent resulting from or arising out of: (a) any intentional fraud or willful misconduct by Milliman; (b) Milliman's noncompliance with applicable law; (c) a breach by Milliman of its obligations of confidentiality contained herein; or (d) any infringement by Milliman upon the intellectual property of a third party.

The Company agrees to indemnify and hold Milliman, its officers, directors, agents and employees, harmless from and against all loss, damages, liability, and Expense, with respect to the work in question where such loss, damages, liability or Expense was incurred by reason of any claims, actions, suits or governmental investigations or proceedings, brought by any third party against or involving Milliman, its officers, directors, agents and employees, which relate to or arise out of the



engagement of Milliman by the Company. Provided, however, that the Company shall not be required to indemnify Milliman, its officers, directors, agents and employees, for any damages determined by a court or an arbitration panel to have resulted from the specific types of actions set forth in (a)-(d) of the previous paragraph.

For purposes of this section, "Expense" shall include: all legal expenses incurred by the indemnified party in the investigation, defense or settlement of any claim, action, suit or proceeding, and all other reasonable costs and expenses, including the services of the indemnified party based on normal hourly rates, together with its out-of-pocket expenses, incurred in the investigation, defense or settlement of same.

In the event of any claim (including a Claim) arising from services provided by Milliman at any time, the total liability of Milliman, its officers, directors, agents and employees to Company shall not exceed three million dollars (\$3,000,000). This limit applies regardless of the theory of law under which a claim (or Claim) is brought, including negligence, tort, contract or otherwise. In no event shall Milliman or Company be liable for lost profits of the other party or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Milliman, or the breach by Company of the obligations contained in section 6 herein.

4. **DISPUTES.** In the event of any dispute arising out of or relating to the engagement of Milliman by Company, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have a background in either insurance, actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors. Notwithstanding anything contained herein to the contrary, the terms and provisions of this Section shall not preclude any party hereto from seeking, or a court of competent jurisdiction from granting, a temporary restraining order, temporary injunction or other equitable relief for any breach of any restrictive covenant or confidentiality covenant in this Agreement or any duty, obligation, covenant, representation, or warranty set forth in this Agreement, the breach of which may cause irreparable harm or damage.
5. **CHOICE OF LAW.** The construction, interpretation, and enforcement of this Agreement shall be governed by the substantive contract law of the State of New York without regard to its conflict of laws provisions. In the event any provision of this agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect.
6. **NO THIRD PARTY DISTRIBUTION.** Milliman understands and agrees that the purpose of this engagement is to provide reporting and attestation services that Company's customers can use to evaluate the integrity of the Algorithm. Milliman's work may not be provided to third parties, other than CBC Harrisburg, without Milliman's prior written consent, which consent may be conditioned on execution by the third party of Milliman's standard Third Party Release

Agreement; provided, however, Company may share Milliman's work with its parent or affiliates, but only if either (a) the Company has the full power and authority to bind such parent or affiliate to the terms of this agreement and does bind such affiliate to the terms, or (b) the parent or affiliate acknowledges in writing that the work of Milliman is subject to certain limitations and restrictions contained in this Agreement and that the parent or affiliate acquires no greater rights than are possessed by Company under this Agreement. Milliman does not intend to benefit any third party recipient of its work product, even if Milliman consents to the release of its work product to such third party.

7. **USE OF NAME.** Each of Milliman and Company agree that it shall not use the other party's name, trademarks or service marks, or refer to the other party directly or indirectly in any media release, public announcement or public disclosure, including in any promotional or marketing materials, customer lists, referral lists, websites or business presentations without such other party's prior written consent for each such use or release, which consent shall be given in such other party's sole discretion.
8. **CONFIDENTIALITY.** In connection with this Agreement, each party hereto (a "disclosing party") may disclose its confidential and proprietary information to the other party (a "receiving party"). Subject to the exceptions listed below, a disclosing party's "Confidential Information" shall be defined as information disclosed by the disclosing party to the receiving party under this Agreement that is either: (i) clearly marked or otherwise clearly designated as confidential or proprietary; or (ii) should be reasonably understood by the receiving party to be the confidential or proprietary information of the disclosing party. Confidential Information shall include, without limitation, the terms of this Agreement. Without limitation, Company's Confidential Information shall include its Algorithm (as defined in the Proposal) and associated inputs, know-how, methodology and customer service offering. During the term of this Agreement and after its expiration or termination, a receiving party shall not either use a disclosing party's Confidential Information except as expressly permitted herein or disclose to any third party a disclosing party's Confidential Information without the prior written consent of the disclosing party. In addition, each party agrees to take reasonable measures to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed, or used in violation of the provisions of this Agreement (which measures shall be no less than that which a reasonable person would take with respect to like confidential, proprietary, or trade secret information). Notwithstanding anything to the contrary, the obligations of the receiving party set forth in this paragraph shall not apply to any information of the disclosing party which: (i) is or becomes a part of the public domain through no wrongful act of the receiving party; (ii) was in the receiving party's possession free of any obligation of confidentiality at the time of the disclosing party's communication thereof to the receiving party; (iii) is developed by the receiving party completely independent from the Confidential Information of the disclosing party; or (iv) is required by law or regulation to be disclosed, but only to the extent and for the purpose of such required disclosure after providing the disclosing party with advance written notice if reasonably possible such that the disclosing party is afforded an opportunity to contest the disclosure or seek an appropriate protective order. All Confidential Information provided by Company hereunder, including copies thereof in whatever form, upon termination or this Agreement, shall be expeditiously returned to Company or certified to Company in writing as destroyed, provided that Milliman may retain one copy of any such Confidential Information as is necessary to comply with applicable work product documentation standards, subject to the continued obligations of confidentiality contained herein.



9. GENERAL. This Agreement (which shall include the Proposal and any exhibits) and any amendment hereto or thereto may be executed in two or more counterparts (including by facsimile or email attachment), each of which will be considered an original but all of which together will constitute one agreement. This Agreement shall not be deemed or construed to be modified, amended, or waived, in whole or in part, except as set forth herein or by a separate written agreement duly executed by the parties to this Agreement. No document, purchase order, or any handwritten or typewritten text which purports to alter or amend the printed text of this Agreement shall alter or amend any provision of this Agreement or otherwise control, unless Milliman and Company both specify in writing that such terms or conditions shall control. Neither party shall be liable for any delay or failure to perform due to causes beyond its reasonable control. Milliman and Company are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between Milliman and Company. Neither Milliman nor Company will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent, except as otherwise expressly provided in this Agreement. Failure to enforce any term or condition of this Agreement shall not be deemed a waiver of the right to later enforce such term or condition or any other term or condition of this Agreement.

10. TERM AND TERMINATION. The term of this Agreement commences on the date first written above and continues thereafter until the completion of the services as set forth in this Agreement (as specified in the Proposal) unless sooner terminated as provided herein. Company, in its sole discretion, may terminate this Agreement at any time, without cause, by providing at least thirty (30) days' prior written notice to Milliman. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment and delivery obligation, that: (a) has already accrued hereunder; (b) comes into effect due to the expiration or termination of the Agreement; or, (c) otherwise survives the expiration or termination of this Agreement. Without limiting the generality of the foregoing, Sections 3 and 8, and all other Sections that by their terms should survive, shall survive any termination or expiration of this Agreement.

MILLIMAN, INC.

A handwritten signature in blue ink that reads "Rich Moyer".

By: _____

Name: Rich Moyer

Title: Equity Principal

Date: September 7, 2017

MOBĒ, LLC

A handwritten signature in blue ink that appears to read "Travis Hoyt".

By: _____

Name: Travis Hoyt

Title: Executive Vice President

Date: 09/07/2017