

## **The \$100,000 HealthyVerify Limited Guarantee**

HealthyVerify takes its Procedures seriously and stands behind these powerful mitigation methods to reduce the spread of Covid-19. In fact, we believe so strongly in our methods that in the event of an outbreak, HealthyVerify Customers who have received and maintained Certification are eligible for up to \$100,000 for medical expenses incurred by employees of the Customer that contract Covid-19 while on the job (the “Infected Person”), subject to the following terms and conditions. Capitalized terms not defined in this Schedule 1 have the meanings set forth in the Agreement.

### **I. Eligibility**

In order to be eligible to receive the benefit of the Guarantee, the Customer shall:

1. Have received and maintained a Certification from the Company and a **minimum** of two (2) weeks have passed since the date of Certification at the time the Infected Person is infected with Covid-19;
2. Be operating in strict compliance with the HealthyVerify Procedures developed for that Customer at the time the Infected Person contracts Covid-19;
3. Provide written electronic notice to HealthyVerify of any Infected Person’s infection within 24 hours of the Infected Person being diagnosed with Covid-19 including a description of the circumstances through which the Infected Person was infected while on the job. Notices shall be sent via electronic mail to Notice@HealthyVerify.com and must include the Customer name, the name of the Infected Person, and a copy of documentation of a positive Covid-19 test. Customer shall be solely responsible to ensure it complies with any applicable law, regulation or rule governing or limiting disclosure of an Infected Person’s medical information;
4. Permit immediate in person or remote video inspection of the premises (at the Company’s discretion) by HealthyVerify staff or designees after the notice is provided including providing access to any and all video surveillance the Customer maintains;
5. Provide HealthyVerify with evidence satisfactory to HealthyVerify that a cluster consisting of greater than 10% of Customer’s employees (or for Customers with fewer than 50 employees, more than five (5) employees) simultaneously contracted Covid-19 at a single location of the Premises and that each case was related to the other (a “Cluster”);
6. Provide HealthyVerify with access to speak with the Customer’s employees including the Infected Person; and
7. Have a HealthyVerify account that is paid in full and current at the time that the Infected Person contracts Covid-19.

### **II. Restrictions**

The Guarantee is subject to the following restrictions:

1. Payment to providers only. Payments made by HealthyVerify pursuant to the Guarantee will be made directly to healthcare providers for amounts reflected on valid and final invoices. No money will be paid direct to any Infected Person, Customer, other individual, or business other than a healthcare provider that has rendered medical services to an Infected Person.
2. Coverage for amounts due after insurance. The Guarantee only covers amounts due after the Infected Person's health insurance has fully processed and paid for its portion of all invoices from medical providers. The Guarantee does not cover any medical expenses incurred if those expenses were incurred for services provided by a medical provider that is deemed out of network by the Infected Person's medical insurance provider. Further, the Guarantee does not cover any expenses incurred by any Infected Person who does not have health insurance.
3. Invoices. In order to be eligible for payment via the Guarantee, all medical invoices shall be submitted to HealthyVerify by the Infected Person or their representative within 48 hours of their receipt by the Infected Person.
4. Guaranteed event. If the Customer cannot establish to the Company's satisfaction that each Infected Person was infected while working at the applicable Premises, the Guarantee will not apply.
5. Limitations. The Guarantee may reimburse eligible medical expenses for a single Cluster of up to \$100,000 per Customer (the "Cap"). Once the Cap is reached, the Guarantee no longer applies and the Company shall have no further obligations with respect thereto. Additionally, no additional payments or coverage will be provided no matter the number of Infected Persons or subsequent Clusters. Valid invoices will be considered for payment under the Guarantee in the order received by HealthyVerify.
6. Compliance with eligibility criteria. Strict compliance with the Eligibility criteria set out in Section I above is required and the Guarantee shall be null and void unless the Customer is in strict compliance with each such criteria and these Restrictions.
7. Pre-existing conditions. The Guarantee does not cover pre-existing conditions or, in the event there is an Eligible Claim, to the increased medical services or costs arising from any pre-existing condition. A pre-existing condition is an injury, sickness, or other condition which the Infected Person received medical treatment, consultation, care or services; took prescription medication or had medication prescribed; or had symptoms or conditions which would cause a reasonably prudent person to seek diagnosis, care or treatment. Pre-existing conditions include COVID-19 and any symptoms or conditions arising therefrom

### **III. Procedure for Guarantee Claims; Miscellaneous**

1. If the Company determines that the Customer has met all Eligibility criteria described in Section I above and that the Restrictions described in Section II above do not limit or prohibit a payment by Company pursuant to the Guarantee (an “Eligible Claim”), then the Company will pay the applicable medical provider the costs of valid invoices for the Infected Person(s), subject to the Cap, within 60 days from the date the Company determines the existence of the Eligible Claim.

2. Except as provided in paragraph 1 above, Company has no obligation to pay (in a timely manner or otherwise) any amounts due on account of the Infected Person(s), and Company shall incur no liability for any claims, damages, costs and expenses incurred by any Infected Person or the Customer arising from the non-payment of any medical services except as expressly set forth in this Guarantee.

3. This Guarantee automatically expires and becomes of no further force or effect when the Agreement terminates or expires.