

QUIPCARE ENROLLMENT AGREEMENT

Acknowledgment

By completing and signing this Enrollment Agreement (this “Agreement”), the member (“You”) hereby acknowledges that You have read and agreed to the following terms and conditions of Quip NYC, Inc. (“Quip”), a Discount Dental Services Plan (the “Plan”). Important additional information regarding the Plan is available on the Quip website at www.quipcare.com (the “Website”).

Enrollment

You are currently enrolled in the Plan as of the effective date of enrollment until the effective date of termination in accordance with this Agreement (the “Term”). You were deemed enrolled in the Plan when your completed enrollment form (“Enrollment Form”) was accepted by Quip.

Plan Description

The Plan is a discount dental services plan that includes access to discounted dental services (collectively, the “Covered Services”) from participating dental providers (“Participating Providers”). A list of Participating Providers (“Provider List”) and a discounted fee schedule (“Fee Schedule”) for each Participating Provider are available on the Website. Participating Providers are obligated to treat you for any complications that may occur in their providing Covered Services for You.

When selecting a Participating Provider under the Plan, You are required to confirm that such dental provider is then a current Participating Provider and that the service you are seeking is a Covered Service subject to the Participating Provider’s Fee Schedule. At the time of your appointment, You are required to present your appointment check-in code to the Provider and You are obligated to pay the Participating Provider directly, via either the Plan mobile application or the website, in full and when due, for all of the Covered Services he/she provides for You, including any sales or use taxes imposed upon such Covered Services. Quip is not, and shall not be responsible for any fees, costs and expenses associated with the Covered Services and You shall indemnify, defend and hold harmless Quip with respect to such fees, costs and expenses.

If any complications arise during a course of treatment that require a Participating Provider to provide services that are not Covered Services, you may be subject to additional charges that are not part of the Fee Schedule. Your Participating Provider will discuss this possibility with you prior to treatment.

Payment

Quip reserves the right to charge members a service fee in connection with each transaction conducted with Participating Providers (“Quip Booking Fee”). The Quip Booking Fee will be posted on the Website and billed with each such transaction. Schedule A annexed to this Agreement sets forth the services provided in consideration of the Quip Booking Fee.

Quip reserves the right to increase its Quip Booking Fee from time to time for any future Enrollment Term. You will be notified in advance of any such increase in fees, and such fees will be posted on the Website and will become effective as of April 1 of each year in which such increase shall apply.

You hereby authorize Quip to charge your credit card for each Quip Booking Fee, as set forth in this Agreement. If your credit card or billing information changes during the Term, it is your responsibility to provide updated information to Quip on a timely basis. If your credit card is declined more than two (2) times in any twelve (12) month period, then, You will be charged a \$25 service charge.

Limitations, Exclusions & Exceptions

Not all dental services are Covered Services under the Plan. Only those listed in the Fee Schedule are Covered Services being provided by Participating Providers for the discounted fees listed in the Fee Schedule.

Quip reserves the right to change, modify or make substitutions in the Provider List, the Covered Services, and the Fee Schedule at any time, and from time to time, during the Enrollment Term. Quip will provide You with 30 days advance notice of any material change in the offered Covered Services or Fee Schedule for such services, so as to allow You a reasonable opportunity to cancel Your enrollment. If 30 days advance notice is impossible due to circumstances beyond Quip’s control, notice of any material change in Covered Services or Fee Schedule will be sent as soon as Quip learns of such change. In addition, all such changes will be reflected on the Website.

If You require any dental services that are not Covered Services, then, under the Plan, Participating Providers have agreed to charge You eighty percent (80%) of the usual and customary rates (“UCR”) that they charge their other patients for providing such non-Covered Services. You must consult with the Participating Provider for his/her UCR fee schedule for such non-Covered Services.

Not all dentists in the New York City area have agreed to be Participating Providers in the Plan. Quip will endeavor to keep the Provider List and Fee Schedule up to date such that only active Participating

Providers are listed on the Website. Quip relies on updated information from its Participating Providers and there can be no assurances that such Provider List or Fee Schedule are current at any given time. Quip strongly recommends that You confirm that a provider is currently a Participating Provider before You receive any services from that provider.

Each Participating Provider will have his or her own Fee Schedule identifying the Covered Services that such Provider provides at the discounted rates. It is your responsibility to confirm, prior to receiving any treatment/care that the Participating Provider You select provides the Covered Service you wish to receive.

If the Participating Provider from whom You are receiving dental services terminates his/her participation in the Plan, such Provider may be obligated to complete the treatment plan then in progress for You. Please contact Quip at 833-474-7847 to determine whether your Provider is subject to such obligation. Once your treatment plan is complete, or if the Participating Provider is not obligated to complete Your course of treatment, You will need to select another Participating Provider in order to continue to receive the Covered Services at the discounted rates.

By enrolling in the Plan, You hereby give permission to Quip and its affiliates to market and offer services to you that are unrelated to the Plan.

Disclaimers

The Plan is a Discount Dental Services Plan, and is not an insurance plan, a plan offered by a dental health maintenance organization, a Qualified Health Plan under the Affordable Care Act, a regulated supplemental benefit, an employee assistance plan, a plan offered subject to regulation as an ERISA plan, a Medicare Prescription Drug Plan, a carve out, supplement or addition to any of the foregoing, or any other plan or benefit constituting any other plan, product or service other than a Discount Dental Services Plan. The Plan and Quip do not take, create or manage medical, dental or financial risk with respect to health care (dental) services. The Quip Booking Fee is not an insurance managed care, or other premium. Neither the Plan nor Quip are licensed insurers, health maintenance organizations, or other underwriters of health care (dental) services. Nor are they intermediaries or third party administrators.

Neither the Plan nor Quip makes any payments directly to Participating Providers or pays any portion of any Participating Provider's fees. You will be charged directly, and required to pay at the time of treatment, for any dental services you receive from a Participating Provider, including Covered Services.

Participating Providers are solely responsible for billing and collecting from You the discounted fees for Covered Services and eighty percent (80%) of their UCR for non-Covered Services. Neither the Plan nor Quip has any responsibility or liability for billing or collecting Participating Provider fees. You may be subject to a Participating Provider's late payment and other applicable office policies. Any disputes over the fees charged by Providers must be addressed by You directly with the Providers.

Your selection of a Participating Provider is your responsibility and is not based on any representations made by Quip. Participating Providers are independent contractors of Quip and do not practice dentistry on behalf or as an agent of Quip or its affiliates. Accordingly, You acknowledge and agree that (i) other than as required by applicable laws, rules and regulations, Quip bears no responsibility for the credentialing of Participating Providers, (ii) bears no responsibility for the acts or omissions of Participating Providers, and (iii) this Agreement does not create a dentist/patient relationship. Quip makes no representations or warranties, express or implied, with respect to Participating Providers. Quip cannot guarantee the continued participation of any Participating Provider. Participating Providers are subject to change and if a Participating Provider leaves the Plan, you will need to select another Participating Provider. Quip does not, and cannot, guarantee that any particular dentist or dental practice will become, or will continue as, a Participating Provider under the Plan for any period of time. Under their Participation Agreements with Quip, a Participating Provider may terminate his or her participation in the Plan upon advance notice to Quip. In addition, Quip has the right to terminate the participation of any Participating Provider from the Plan.

Participating Providers are solely responsible for the professional advice, treatment and care, as well as the overall quality and outcome, of the dental services they provide for You. Neither the Plan nor Quip makes any representation, warranty, or guaranty regarding any aspects of the dental services, or the quality or outcome of such services, furnished by Participating Providers. Neither the Plan nor Quip has any responsibility or liability to You with regard to any of these matters, and You must address all of them solely with the Participating Providers who treated You.

You acknowledge that Quip is solely a network of providers that offers members access to participating dentists who provide dental services at discounted rates to Plan participants, and that Quip is not licensed to, and does not, provide dental services of any kind. Accordingly, You, for yourself and each of your family members enrolled in the Plan as part of your enrollment, as the case may be, (i) hereby forever releases and discharges Quip and its officers, directors, members, agents, employees and affiliates ("Quip Parties") from any and all liabilities, claims, demands, actions and causes of action, whatsoever, that You or such family member may have by reason of any damage or personal injury sustained as a result of or in

connection with any dental services provided to You or your family member by a Participating Provider, and (ii) indemnifies, defends and holds harmless all Quip Parties with respect to any such damage or personal injury. Your sole recourse against Quip or any Quip Party shall be cancellation of your enrollment in the Plan pursuant to this Agreement.

IN NO EVENT SHALL QUIP BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF APPRISED OF THE POSSIBILITY THEREOF. In no event shall general or direct damages against Quip exceed Quip Booking Fees paid by You during the three (3) months immediately prior to the month during which the underlying claim arose.

ANY NOTICES REQUIRED TO BE GIVEN BY QUIP MAY BE GIVEN BY POSTING ON THE WEBSITE.

Cancellation and Termination Conditions

You have the right to cancel your enrollment in the Plan at any time during the Term. You can cancel your enrollment by email using the Website or by certified mail, return receipt requested. Cancellations over the telephone cannot be accepted.

Quip reserves the right to terminate your enrollment in the Plan at any time for any reason, including for the non-payment of your Quip Booking Fees.

Complaints

If You have any complaints about how Quip is administering/operating the Plan, including difficulty in locating a Participating Provider in your geographic area; You did not obtain the savings that You expected with the Plan; You had difficulty getting a Participating Provider to accept the fees set forth on the Fee Schedule; or You have questions about the Plan's billing practices, you can submit the complaint by email using the Website, by certified mail, return receipt requested, or call customer service at 833-474-7847. Quip will investigate and endeavor to resolve all complaints as quickly as possible in accordance with its dispute and complaint resolution process.

If your complaint is about the quality of the dental services provided by a Participating Provider or any other dissatisfaction with a Participating Provider, such complaints must be addressed directly with the Participating Provider. To file a complaint about the professional conduct of a licensed New York dentist providing dental services within the State of New York, or about someone who is practicing without a

license, e-mail the NYS Office of the Professions at conduct@nysed.gov or call 1-800-442-8106, or contact the Manhattan regional office at 212-961-4369.

Arbitration

You acknowledge and agree that you shall not bring any suit, action or proceeding against Quip with respect to this Agreement, enrollment in or administration of the Plan. If any dispute between Quip and You regarding this Agreement, enrollment in or administration of the Plan cannot be resolved through good faith discussions and negotiations between the parties, such dispute shall be resolved only through final and binding arbitration through the arbitration services provided by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this Arbitration section. The Federal Arbitration Act will govern the interpretation and enforcement of this section, and unless otherwise agreed, the arbitration will be conducted in New York, N.Y. Such dispute shall be resolved by one (1) arbitrator, selected pursuant to the AAA Rules then in effect. Any and all disputes shall be resolved consistent with and subject to the limitations and disclaimers set forth in this Agreement. The arbitrator shall have substantial experience in “reduced fee for service” matters in New York State. The decision of the arbitrator shall be final and binding on the Parties (absent manifest error on the part of the arbitrator), and may be entered as a judgment in a Court of competent jurisdiction without further disputes. If Quip shall be the prevailing party in such arbitration action, then You shall pay to Quip all of Quip’s reasonable attorneys’ fees, expert fees, and other costs and expenses of the arbitration. In all other instances, each party shall pay his/her or its own attorneys’ fees, expert fees and other costs and expenses. You acknowledge and agree that, under this provision for arbitration, You are giving up your rights to pursue any such disputes/controversies through a lawsuit in a court of law with a judge and jury. Specifically, You are giving up your rights to have any such disputes/controversies decided by a jury and, instead, You agree to have them decided solely by an arbitrator.

Miscellaneous

Enrollment and membership in the Plan is for your own personal benefit and may not be assigned or delegated by You to any other person. Your violation of this provision may, in the discretion of Quip, result in immediate termination of your Plan membership for cause.

This Agreement, along with the Enrollment Form, the Privacy Policy, and Schedule A, any additional Terms of Use displayed on the Website (which are incorporated herein by reference), shall constitute the

entire agreement and understanding by Quip and You with regard to your enrollment in the Plan. No other representation, inducement or promise shall be of any force or effect.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, regardless of any principles regarding conflicts of laws.

This Agreement may be executed by electronic signature, which signature shall make this Agreement a binding original document with the same force and effect as if signed manually by the undersigned.

Contact Us

Should You have any questions regarding your enrollment in, or use of the Plan, please call us toll free at 833-474-7847 between the hours of 10:00 AM and 5:00 PM Monday through Friday. Any written notices or inquiries should be sent to Quip at help@getquip.com.

Signature

I acknowledge that I have read this Agreement; that I understand it; that any questions I may have had about it have been answered to my complete satisfaction; and that I have voluntarily signed this Agreement.

Member's Signature: _____

Print Name: _____

Date: _____

Schedule A: Description of Services Provided In Consideration of quipcare Booking Fee

quipcare members access quipcare fee schedule and the quipcare app's find, book and pay functionality for a \$25 per visit booking fee, paid by members directly to quip at time of visit.