



Service Schedule

Benefits Compliance (US)

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS BENEFITS COMPLIANCE (US) SERVICE SCHEDULE YOU AGREE TO THE TERMS OF THIS SERVICE SCHEDULE, AS IT MAY CHANGE FROM TIME TO TIME BY UPDATES TO <http://www.league.com/us-benefits-compliance-service-schedule-02-19>. THIS BENEFITS COMPLIANCE (US) SERVICE SCHEDULE GOVERNS YOUR USE OF THE SERVICES SET OUT HEREIN.

THIS BENEFITS COMPLIANCE (US) SERVICE SCHEDULE WAS LAST UPDATED ON FEBRUARY 1, 2019. THIS BENEFITS COMPLIANCE (US) SERVICE SCHEDULE IS EFFECTIVE BETWEEN YOU AND US AS OF THE DATE OF YOU SIGNING THE ORDER FORM. TERMS NOT DEFINED IN THIS BENEFITS COMPLIANCE (US) SERVICE SCHEDULE SHALL HAVE THE MEANING SET FORTH IN THE MSA REFERENCED IN THE ORDER FORM.

1. Definitions.

"Benefits Compliance Service" has the meaning set forth in Section 2.1.

"Benefits Compliance Services Fee" means the amount specified adjacent to the heading *"Benefits Compliance Services Fee"*, under the heading *"Insurance Broker"* in the Order Form.

"Benefits Compliance Service Provider" has the meaning set forth in Section 2.1.

"Effective Date" means the date specified adjacent to the heading *"Effective Date"*, under the heading *"Insurance Broker"* in the Order Form.

"Order Form" shall mean the Order Form which refers to this Service Schedule or is attached or appended to.

"Service Schedule" means this Benefits Compliance (US) Service Schedule

"Service Schedule Term" has the meaning set forth in Section 3.

2. Benefits Compliance Services.

2.1. Upon Your request and if reflected in the Order Form, We will facilitate certain additional benefits services through a Service Provider (a **"Benefits Compliance Service Provider"**), and if so elected, such activities shall constitute **"Benefits Compliance Services"**, and may include service related to: (a) ERISA and Form 5500 preparation; (b) HIPAA; (c) Medicare Part D; (e) PCORI; and/or (f) as further described in the "Special Terms" section of the of Order Form. Certain Benefits Services may be provided directly by Your insurer(s), in which case We will provide oversight, as appropriate. If the Order Form does not indicate your intention to receive Benefits Compliance Services by a mark of "Yes" in the appropriate box, no such Benefits Compliance Services shall be facilitated.

2.2. You will contract directly with the Benefits Compliance Service Provider to receive these Benefits Compliance Services and We will use Our reasonable best efforts to assist, facilitate, cooperate with and provide oversight with respect to the Benefits Compliance Service Provider delivering the Benefits Compliance Services.

- 2.3. Your agreement with the Benefits Compliance Service Provider shall set out in detail what the Benefits Compliance Services will include and will not include. The description of the Benefits Compliance Services above is descriptive and not complete and is not meant to be binding. We shall not be liable for any damages, claim, demand, suit or proceeding with respect to the provision of the Benefits Compliance Services and Your sole recourse for any damages shall, claim, demand, suit or proceeding shall be against the Benefits Compliance Service Provider.
- 2.4. Payment for the Benefits Compliance Service may be paid for by remitting payment to Us, in which case we will remit payment to the Benefits Compliance Service Provider or the Benefits Compliance Service Provider may bill and invoice You directly for the Benefits Compliance Services. The method of payment shall not change Our limitation of liability as set out in the preceding paragraph. We may make a commission or charge a markup with respect to the Benefits Compliance Services.

3. Fees

- 3.1. If applicable, Our compensation for the Benefits Compliance Services shall be paid by You to Us each month, equal to the Benefits Compliance Services Fee multiplied by the greater of: (a) the Minimum Employee Commitment; and (b) the number of Employees actually invited by You to be enrolled on the League Platform, plus additional applicable Taxes (the "**Total Benefits Compliance Fee**"). Except as otherwise specified herein or in an Order Form: (i) Total Benefits Compliance Fees are based on the terms of this Service Schedule and not actual usage, (ii) Total Benefits Compliance Fee payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the Minimum Employee Commitment cannot be decreased during the relevant Term. For the avoidance of doubt, the Total Benefits Compliance Fee shall be treated a "Fee" in the MSA.

4. Term and Termination.

- 4.1. This Service Schedule is effective on the Effective Date and shall continue for the Term of the Agreement (the "**Service Schedule Term**"). If this Service Schedule is terminated by You for any other reason besides a *bonafide* termination under Section 7.2 of the Agreement, You will immediately pay Us any unpaid Total Benefits Compliance Fees under the Service Schedule for the remainder and duration of the Service Schedule Term. This Service Schedule can be terminated by Us, immediately by providing You with written notice, if You breach any of your obligations in the Agreement or Agreement Documents. The sections herein titled "*Fees and Expenses*", "*Benefits Services*", "*Term and Termination*" and "*Disclaimer*" will survive any termination or expiration of this Service Schedule and the Agreement.

5. Disclaimer.

- 5.1. We will not be responsible for the accuracy of the information provided by You to the Benefits Compliance Service Provider
- 5.2. We disclaim all liability with respect to the Benefits Compliance Services to the extent permissible under applicable law, and your sole recourse with respect to the Benefits Compliance Services shall be to the Benefits Compliance Service Provider.