



## Health@Work Service Schedule

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS HEALTH@WORK (CANADA) SERVICE SCHEDULE YOU AGREE TO THE TERMS OF THIS SERVICE SCHEDULE.

This Health@Work Service Schedule was last updated on October 30, 2018. It is effective between You and Us as of the date of You accepting the Agreement and the Additional Agreements by signing the Order Form. Terms not defined in this Health@Work (Canada) Service Schedule shall have the meaning set forth in the MSA.

### 1. Definitions.

**“Additional Wellness Activities”** has the meaning set out in Section 3.7.

**“Beginning Employee Count”** shall mean the number of Eligible Employees at the Effective Date.

**“Effective Date”** means the date specified adjacent to the heading *“Effective Date”*, under the heading *“Health@Work”* in the Order Form.

**“Eligible Employee”** means Your Employees that are enrolled on the League Platform or otherwise given permission by You to enrol.

**“Health@Work Program Fee”** has the meaning set out in Section 6.1.

**“Initial Term”** has the meaning set out in Section 4.1

**“Program”** has the meaning set out in Section 2.1

**“Program Design”** has the meaning set out in Section 2.1

**“Renewal Term”** has the meaning set out in Section 4.1

**“Term”** has the meaning set out in Section 4.1.

**“Wellness Activity”** has the meaning set out in Section 2.1.

### 2. Program Design.

2.1. In accordance with the terms of this Service Schedule and the Order Form, You have agreed to purchase an Additional Service that provides Your Employees with a corporate program (the **“Program”**) that is comprised of wellness activities and services (each a **“Wellness Activity”**) as specified in Annex “A” and Annex “B”. (the **“Program And Pricing”**)

2.2. The Program Design provides the quantity and description of Wellness Activities to be provided by Us to Your Eligible Employees through sub-contractors during the course of each 12-month Initial Term or Renewal Term beginning the Effective Date.

### 3. Wellness Activities

3.1. The scope and service level for each Wellness Activity that we will be required to provide You and Your Eligible Employees with is defined in Annex “B” or as otherwise amended in the Program Design.



- 3.2. We will scale the Program Design up or down in our reasonable discretion, after providing notice to You, based on the number of Eligible Employees compared to the Beginning Employee Count.
  - 3.3. You will be responsible for advertising the Wellness Activities in the applicable place of employment.
  - 3.4. Unless agreed to by Us in writing, Unused Wellness Activities comprising the Program Design expire at the end of the 12-month Term or Renewal Term that they are procured. The Parties will work together to schedule (and reschedule if applicable) the Wellness Activities in the relevant 12-month period so that they do not expire.
  - 3.5. Unless otherwise agreed to in writing by Us, if You cancel a Wellness Activity within 21 days of the Wellness activity scheduled to take place, such Wellness Activity will be considered used and will not be able to be used again or refunded.
  - 3.6. You may not change the Program Design for the current term without written approval by Us. If we agree to make changes to the Program Design, we will provide You with the corresponding change to the Health@Work Program Fee.
  - 3.7. We may from time to time, sell you additional wellness services or activities that are different from or beyond the scope of the Wellness Activities included in the Program Design ("**Additional Wellness Activities**"). Unless agreed to by Us, these Additional Wellness Activities will also expire 12 months from purchase.
4. **Term.**
- 4.1. This Service Schedule is effective on the Effective Date and shall continue until the "**Initial Term**", following which Initial Term or Renewal Term it will renew automatically for an additional 12 month period (each, a "**Renewal Term**", and the Initial Term and all Renewal Terms together, the "**Term**"), unless either Party provides written notice that it wishes to terminate this Service Schedule at least 60 days prior to the expiry of Initial Term or the applicable Renewal Term.
  - 4.2. The sections herein titled "*Fees and Expenses*" and "*Disclaimer*" will survive any termination or expiration of this Service Schedule.
5. **Early Termination.**
- 5.1. Either You or Us, may terminate this Service Schedule without penalty prior to a Program Design being agreed upon in writing, which is evidenced by filling out the information adjacent to the heading "Program Design", under the heading "Health@Work" in the Order Form; or through an Order Form Supplement describing same and executed by the Parties. Thereafter:
    - (a) This Service Schedule can be terminated by You for convenience at any time with seven (7) days written notice from You upon paying all the Fees and Expenses for the remainder of the Term.
    - (b) This Service Schedule can be terminated by Us for convenience at any time with seven (7) days written notice from Us upon refunding any prepaid Fees for the remainder of the Term.
    - (c) This Service Schedule can be terminated by Us, immediately upon written notice, if You breach any of your obligations in the Agreement or Agreement Documents.
  - 5.2. The sections herein titled "*Fees*", "*Expenses*" and "*Disclaimer*" will survive any termination or expiration of this Service Schedule .
6. **Fees and Expenses**
- 6.1. Each month, You will pay the "**Health@Work Program Fee**" which is equal to the pricing for the Health@Work event carried out within the month.



6.2. Each month You shall be responsible to pay the Health@Work Program Fee, which is the pricing set out in Annex "A".

6.3. You will be required to cover any additional expenses for services provided to You and costs incurred by Us beyond the scope set out in the Program Design and Annex "A". For the avoidance of doubt, travel to locations other than that specified as the Employer Address in the Order From shall be subject to additional travel charges. Under no circumstances will We be responsible for any out of scope Expenses, and You will indemnify Us for any out of scope Expenses incurred by Us on Your behalf.

**7. Services.**

7.1. We will be responsible to provide You with the following services the "Services":

- (a) Assist in creating a Program Design that suits Your objectives and budget;
- (b) Providing Your Eligible Employees with the Wellness Activities and the Additional Wellness Activities in accordance with the terms set out in this Service Schedule
- (c) Executing the Program Design in accordance with the Terms of this Service Schedule and within the scope set out in Annex "B";
- (d) Provide such other support as necessary to facilitate Your and Your Employee's feedback with respect to the Program; and
- (e) Provide You with standard reporting on overall usage of the Program without identifying individual Employee usage.

**8. Disclaimer and Indemnity:**

8.1. You acknowledge that you understand that the Wellness Services may be provided by third-party sub-contractors and/or Service Providers and that You will defend Us and Our Affiliates against any claim, demand, suit or proceeding made or brought against Us relating to or arising from any and all Services which are the subject to this Service Schedule, including but not limited to Services provided by Service Providers or sub-contractors and You will indemnify Us from any damages, reasonable attorney fees and costs awarded against Us as a result of, or for any amounts paid by Us under a settlement of, a claim against us.