

SERVICES CONTRACT

This Services Contract (the "**Agreement**") is entered into between Stealth Partner Group, LLC, a subsidiary of Amwins Group, Inc. (collectively "**Stealth**"), and

("Group"), and that certain self-funded group health plan ("**GHP**"). Stealth, GHP, and Group are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**." This Agreement is effective _____, 2023 (the "**Effective Date**").

RECITALS

WHEREAS, Stealth has partnered with numerous parties to create Amwins Gene Therapy Solutions (the "Program") to provide certain cell and gene therapy benefits pursuant to a performance guarantee as set forth in this Agreement and indemnified by Amwins Gene Therapy Solutions (IC) LLC ("Company") under a Contractual Liability Insurance Policy ("CLIP");

WHEREAS, Group is establishing and maintaining a self-funded group health plan ("GHP") for its employees and dependents;

WHEREAS, Company has contracted with United States Fire Insurance Company ("Reinsurer") to provide certain reinsurance services for the Program;

WHEREAS, Group would like to participate in Amwins Gene Therapy Solutions; and

THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement and other good and valuable consideration the receipt of which is acknowledged, the Parties agree to the following:

AGREEMENT

SECTION 1: DEFINITIONS

The following are definitions of terms used in this Agreement. Other terms are defined where they are first used in this Agreement. Defined terms are capitalized when used in the defined context.

- 1.1 "Claim" means a covered expense that is (i) the responsibility of Stealth with respect to a Participant under the terms of this Agreement; and (ii) a Participant is diagnosed with a Covered Disease; and (iii) Covered Pharmaceuticals are prescribed with an intent to treat a Covered Disease; and (iv) a covered expense has been approved and Paid by the GHP or its third party administrator within the Claims Period, and submitted to Stealth within the Claims Period; and (v) Covered Pharmaceuticals are administered within the Benefit Period, and proof of administration, including date, are submitted to Stealth.
- 1.2 "**Participants**" means an individual entitled to receive benefits for services under the terms of the Group health plan at the time services are performed.

- 1.3 **“Paid Claims”** means the amount that Group’s third party administrator has (i) adjudicated pursuant to the terms of the Group’s SPD and paid for a Participant’s Claim in response to a request for payment of benefits under the GHP; and (ii) the funds are actually disbursed by the GHP prior to the end of the Claims Period. Paid Claim must be unconditional and directly made to the Participant’s health care provider(s). Payment will be deemed made on the date the payment is tendered by mailing (or by other form of delivery) a draft or check; and the account upon which the payment is drawn contains, and continues to contain, sufficient funds to permit the check or draft to be honored by the institution upon which it is drawn..
- 1.4 **“Proprietary Materials”** means Stealth’s proprietary and confidential records, documents, lists, books, recorded information, data stored on data processing media, trade secrets, symbols, trademarks, service marks, systems, formats, programs, procedures, protocols, contract forms, pricing data, deidentified data, utilization information, fee schedules, reasonable and customary charges profiles, designs, and business plans.
- 1.5 **“SPD”** means summary plan description and is a written summary of the terms and benefits of the GHP available to Participants. An SPD will be not be prepared by Stealth. A Group health plan with different benefit plan options may describe those options in one SPD or in separate SPDs for each alternative benefit plan option.
- 1.6 **“Term”** means the period of time this Agreement remains in effect. The initial Term is defined in Section 4.1 of this Agreement and the Agreement may renew for subsequent twelve (12) month periods, each of which is referred to as a Term. If the Agreement is terminated early for any reason prior to the expiration of a full twelve (12) month period, the shorter period between the first day of the Term and the date the Agreement is terminated is the Term.

SECTION 2: RELATIONSHIP OF THE PARTIES

- 2.1 **Stealth Acting in Ministerial Capacity Only.** Except as may otherwise be expressly provided in this Agreement, the Parties acknowledge and agree that Stealth is acting solely in a ministerial capacity in performing Stealth’s duties and obligations under this Agreement and will have no fiduciary duties with respect to the administration of the Group’s health plan. While Stealth may facilitate and coordinate the various relationships, Stealth does not have discretionary authority over the Program. Stealth will not be responsible for advising Group with respect to their fiduciary duties under the Agreement or form making any recommendations with respect to the investment of Group health plan assets.

- 2.2 **Stealth is Not Insuring any Group Liabilities.** Stealth does not insure or underwrite any liability associated with the GHP and will have no financial risk or liability with respect to the provision of benefits under the GHP, subject to the delivery and acceptance of the Specified Specialty Pharmaceutical Performance Guarantee (defined below).
- 2.3 **Authority.** Group grants Stealth the authority to serve as an agent of the Group in performing Stealth's duties under this Agreement, but only those Stealth duties that are expressly stated in this Agreement or as mutually agreed in writing by the Parties.
- 2.4 **Stealth is an Independent Contractor.** Stealth is and will remain an independent contractor with respect to the services being performed under the terms of this Agreement and will not for any purpose be deemed an employee of Group, and Stealth will not be deemed to be a partner or to be governed by any legal relationship other than that of independent contractor. Stealth does not assume any responsibility for the general policy design of the Group health plan, the adequacy of the funding thereof nor any act, omission, or breach of duty by Group.

SECTION 3. COMPENSATION AND ADOPTION OF BENEFIT DISBURSEMENT TERMS

- 3.1 **Specified Specialty Pharmaceutical Benefit Disbursement Terms.** The Parties hereby incorporate the terms of the Specified Specialty Pharmaceutical Benefit Disbursement Terms ("Disbursement Terms") attached to this Agreement as Exhibit B. The terms of the Disbursement Terms will control the terms of Program and the ability for the Group to receive payment for any covered expenses. Group acknowledges that to participate in the Program, Group must place its commercial employer stop-loss policy through Stealth, and that policy may not exclude or otherwise limit reimbursements for the therapies outlined in Exhibit B.
- 3.2 **Compensation.** Group will pay to Stealth \$1.00 per covered employee per month to participate in the Program.

SECTION 4. TERM OF AGREEMENT

- 4.1 **Term.** The initial term of this Agreement will commence on the Effective Date and terminate after twelve (12) months, unless terminated sooner as outlined under Section 5.

- 4.2 **Renewal.** After the completion of the initial twelve (12)-month period, this Agreement may renew for an additional twelve (12) month period subject to the execution of a new Agreement

SECTION 5. TERMINATION AND MODIFICATION

- 5.1 **Termination Without Cause.** A Party may terminate this Agreement without cause by giving the other Party at least sixty (60) days prior written notice to the other Party prior to start of a new Term.

- 5.2 **Termination For Cause.** This Agreement terminates, and Stealth's obligations will cease upon such termination, in accord with any of the following:

- (a) thirty (30) days after written notice has been given by Stealth to Group, or by Group to Stealth, of the breach of material obligations under this Agreement; provided that such breach has not been cured within such thirty (30) day period. Notwithstanding the foregoing, Group's default in any payment under this Agreement will be subject to termination under Section 5.2.b.
- (b) immediately if Group ceases to be a client of Stealth in relation to the placement of any purchased stop-loss policy. The termination of this Agreement will be the last day that Stealth is the general agent for the Group's stop-loss policy.
- (c) upon thirty (30) days written notice, in Stealth's sole discretion, if the Group fails to pay:
 - a. Payment due under this Agreement, or any other agreements that are a part of the Program.
 - b. Administrative fees, charges or other amounts due to Stealth under the terms of this Agreement.
- (d) Upon five (5) business days written notice, in Stealth's sole discretion:
 - a. if the Group assigns this Agreement, unless such assignment had Stealth's prior approval in writing; or
 - b. if Group is sold (including a sale of substantially all assets of Group) or merges, unless such sale or merger had Stealth's prior approval in writing.

- (e) As of the effective date of any law, regulation or interpretation of any law or regulation is enacted which prohibits the continuance of this Agreement, as interpreted by Stealth.
- (f) Immediately, if Group terminates the Group Health Plan.
- (g) Within ten (10) days following the occurrence of any of the following if not reversed or cured prior to the expiration of the ten (10) day period:
 - a. a finding or admission that Group or the Group Health Plan is insolvent;
 - b. the date that Group or Group Health Plan files for protection provided under any bankruptcy law;
 - c. the date that Group or Group Health Plan's creditors seek to have Group or Group Health Plan declared bankrupt or placed under the protection of a Bankruptcy Court; or
 - d. the date that Group or Group's creditors seek to have a receiver appointed to manage Group's business.

- 5.3 **Other Rights to Terminate.** Stealth's right to terminate under this Section 5 will be in addition to and not a limitation of any right to terminate (or right to offset) under any other provisions of this Agreement.
- 5.4 **Late Payment and Reinstatement.** Any payment received by Stealth after termination of this Agreement will be deposited for security purposes only and will not be deemed to have been accepted for reinstatement or as an accord and satisfaction. This Agreement will be reinstated only upon the written endorsement of Stealth, Company and Reinsurer.
- 5.5 **Modification.** Except as otherwise specifically provided in this Agreement, this Agreement may be modified only by a written agreement signed by an authorized representative of each Party.

SECTION 6. SERVICES During the Term of this Agreement and any period of run out, Stealth will support the Group in various stop-loss procurement services and reimbursement of certain gene therapy treatments as set forth in Exhibit A of this Agreement, which includes: (a) stop-loss policy placement; (b) evaluate new drugs; (c) work with captive managers/actuaries; (d) coordinate with Company on applicable disbursements and reimbursements; and (e) premium collection/ remittance. Stealth's services under this agreement are contingent on the Group procuring a stop-loss policy that does not exclude or otherwise limit access to the treatments and therapies outlined in Exhibit B to this Agreement.

SECTION 7. GENERAL

- 7.1 **Licenses.** Each Party will maintain in good standing, at its own cost, licenses required by all applicable statutes, regulations, and local jurisdictions. Each Party will notify the other Party of its knowledge of any event which might lead to the suspension or revocation of any licenses which relate to this Agreement, or its knowledge of the actual suspension, revocation, lapse or non-renewal of any licenses required of a Party by applicable state law. If a Party fails to obtain and maintain the appropriate licenses or fails to comply with the applicable statutes, the Parties will work in good faith to ensure that any impact to an insured is minimized.
- 7.2 **Compliance with Laws.** Each Party will comply with all applicable federal and state laws, regulations, and local rules that apply to this Agreement, and shall indemnify, defend and hold the other party harmless for its failure to do so. Further, Each Party will comply with all applicable federal and state laws, rules and regulations governing privacy security, confidentiality, integrity and/or data protection, including but not limited to, as applicable, the Gramm-Leach-Bliley Act of 1999 (GLBA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and regulations issued thereunder, the Health Information Technology for Economic and Clinical Health Act (the "HITECH ACT"), as incorporated in the American Recovery and Reinvestment Act of 2009 and regulations issued thereunder, the Insurance Information and Privacy Protection Act, (IIPPA), any applicable state privacy law. Neither Party shall be liable to the other party for reimbursement of any regulatory or compliance related fine or penalty assessed against the other Party unless such fine and/or penalty is the direct result of a wrongful act of that Party. In event that either Party incurs a regulatory or compliance related fine and/or penalty as a sole result of the actions of the other Party, then the other party shall be responsible for reimbursing the affected party for the full amount of any such regulatory fine or penalty and any attorneys' fees incurred by such party in connection with any such fine or penalty.
- 7.3 **Indemnification.** Each Party hereto agrees to indemnify, defend and hold harmless the other Party, their directors, officers and employees from any loss or damage, including reasonable attorney's fees, which solely result from, arise out of or are caused by the indemnifying party's negligence, misconduct or breach of this Agreement, or from the failure of the indemnifying party to comply with any applicable federal or state laws, rules or regulations, except to the extent any such loss, damage or expense is found in a final judgment by a court of competent jurisdiction(not subject to further appeal) to have resulted directly and solely from the failure of the non-indemnifying Party to act in good faith or its fraud, criminality, or willful misconduct. Each Party hereto agrees to immediately notify the other Party upon receipt of service of

process or other notice for any suit or claim. The Party which is to be indemnified shall have the right to approve counsel used to defend said indemnified Party pursuant to this paragraph.

- 7.4 **Limitation of Liability.** Notwithstanding anything in this Agreement to the contrary and any Business Associate Agreement provisions for indemnification and hold harmless related to HIPAA, Group agrees that in no event will it seek to hold Stealth liable or responsible for amounts related to (i) any claims, for incidental, lost profits, consequential, or any similar damages or lost profits related to the services provided by Stealth under this Agreement of any kind or (ii) any damages, whether directly in contract, tort or otherwise, or through a claim for indemnity or contribution, in excess of the annual aggregate amount of any fees paid to Stealth for this engagement in the year the action or inaction leading to the loss first occurs, even if Stealth has been advised of the possibility of such damages. Notwithstanding the preceding, nothing will prohibit a group from making any claim as against the Performance Guarantee provided in Exhibit B.
- 7.5 **Insurance.** Each Party will obtain, at its own cost, and keep in force adequate policies providing comprehensive general liability and other insurance in amounts consistent with industry standards as may be necessary to insure the Party and its agents and employees against any claim or claims for damages arising out of the performance of its obligations under this Agreement. If any Party procures one or more claims-made policies to satisfy its obligations under this Agreement, the Party will obtain any extended reporting endorsement (“tail coverage”) required to continuously maintain such coverage in effect for all acts, omissions, events or occurrences during the Term of this Agreement, without limit or restriction as to the making of the claim or demand. Evidence of the insurance coverage required under this Section will be made available to a Party upon request.
- 7.6 **Joint Ownership of Records; Confidentiality.** The Parties agree that records and documents that constitute “protected health information” as that term is defined in 45 CFR 160.103 and that pertain to administration of the GHP will be and remain the joint property of the GHP and Stealth. All Proprietary Materials are the sole property of Stealth. Stealth will have the right to protect the confidentiality of the Proprietary Materials and will not be required to make such Proprietary Materials available to anyone. Group agrees to maintain the confidentiality of any Proprietary Materials Stealth provides, and Group will not provide any Proprietary Materials to any other person, including any data extracts or summary information, except to the extent such Proprietary Materials have been made available to the public without fault of the Group. In the event of a termination of this Agreement, Stealth will cooperate with the Group to provide copies of certain requested jointly owned information. Group agrees to reimburse Stealth for the reasonable cost of such assistance and copies.

In performing its obligations pursuant to this Agreement, each Party may have access to and receive certain non-public information about the other Party and its affiliates which are considered confidential or proprietary to the disclosing Party. As it relates to such confidential or proprietary information, each Party hereto agrees to the terms of that certain Non-Disclosure Agreement Addendum that is incorporated into this Agreement.

- 7.7 **Records Retention.** Each Party agrees to maintain adequate books and records concerning the services provided hereunder in accordance with applicable laws and prudent standards of insurance record keeping, and further agrees to provide the other Party with necessary reports regarding the services it performs.
- 7.8 **Entire Agreement.** This Agreement, its Addenda and Exhibits supersede and replace all prior oral or written agreements, if any, between Group and Stealth and is the entire agreement between the Parties.
- 7.9 **Non-Waiver.** The failure or refusal of any Party to enforce or enjoin any breach or violation of any provision of this Agreement will not be a waiver of that Party's right to enforce any subsequent breach.
- 7.10 **Severability.** In the event any one or more of the terms, conditions or provisions contained in the Agreement or any application thereof is declared invalid, illegal or unenforceable in any respect by any arbitrator or court of competent jurisdiction, the validity, legality or enforceability of the remaining terms, conditions or provisions of this Agreement and any other application thereof will not in any way be affected or impaired thereby, and this Agreement will be construed as if such invalid, illegal or unenforceable provisions were not contained herein.
- 7.11 **Restriction on Assignment.** No Party will assign or transfer any of its rights, or delegate any of its duties or obligations hereunder, directly or indirectly, without the prior written consent of the other Parties. A Party may, with the prior written consent of the other Parties, assign this Agreement in its entirety to any person or entity, other than a direct competitor of a Party, which acquires the business of the assigning Party or with which the Party merges or is consolidated or affiliated, provided that the permitted assignee agrees in writing to be bound by the terms of this Agreement. Any attempted assignment, transfer or delegation in violation of this paragraph will be null and void.
- 7.12 **Notices.** Except for endorsements or amendments to this Agreement (which would be effective on the endorsement or amendment effective date), all notices, requests, demands, and other communications required or permitted to be given or made under the Agreement will be in writing and will be

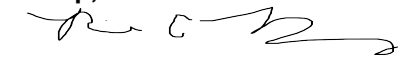
effective on the date of actual hard copy receipt (including by confirmed email receipt), and will be sent to Group or Stealth, as the case may be, to such address, person, or entity as set forth below, or as any Party will designate by notice to the other Parties in accordance herewith.

- 7.13 **Binding Effect.** This Agreement shall be binding on the Parties and their respective heirs, executors, administrators, successors and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.
- 7.14 **Disaster Recovery Plan.** While this Agreement is in effect, each Party shall have in place a disaster recovery plan that a Party will implement after a disaster occurs. The plan must outline the necessary steps that the Party will take to completely restore all data related to and business applications needed to resume a Party's responsibilities under this Agreement. The plan must also indicate the number of times a comprehensive test-run will occur annually.
- 7.15 **Choice of Law.** This Agreement is governed by and shall be construed and enforced under the laws of the District of Columbia.
- 7.16 **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties hereto, any right or remedy of any nature whatsoever; and nothing in this Agreement will create, or be deemed to create, any rights, obligations or legal relationship between Stealth and any Participant.
- 7.17 **Force Majeure.** No Party will be deemed to be in violation of this Agreement if it is prevented from performing its obligations by events beyond its control including, without limitation, acts of God, war or insurrection, terrorism, flood or storm, strikes, or rule or action of the government or agency. The Parties will make a good faith effort, however, to assure Participants have access to services under the Program.
- 7.18 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

Stealth Partner Group, LLC:

Employer:

Signature: _____



Signature: _____

Name and Title: _____

Name and Title: _____

Date: _____

Date: _____

EXHIBIT A
Schedule of Services

Stealth's services consist of the following:

- Conduct strategic planning sessions to review performance of Client's stop-loss coverage and establish future objectives and strategies to manage Group's stop-loss coverage to which this Agreement applies.
- Meet with the Group's key designated representatives to discuss strategy and open items.
- Develop mutually agreeable renewal action plan and timeline that meets the Group's stated objectives.
- Keep the Group informed of significant changes and/or trends in the stop-loss marketplace.
- Analyze factors driving Group's stop-loss costs, and review utilization reports to determine causes of cost increases and develop mitigation strategies for the same.
- Benchmark various gene therapy treatments and evaluate the addition of new drugs and therapeutics for inclusion within the program.
- Coordinate with captive managers and actuaries to ensure accurate and appropriate pricing for the therapies and program costs.
- Collect, validate, and submit all payments under the Program to Company per the terms of the CLIP and this Agreement. The Company will then remit payment, minus retail broker compensation and Company fees to Reinsurer.
- Lead Program claim presentation process. Prior to submission of a Paid Claim to Company for payment, Stealth will review the claim to ensure that it is accurate and appropriate for submission. Stealth may work with the GHP and its third party administrator to ensure that each claim is appropriate for submission.
- Ensure proper distribution of reimbursement under the Program. Only after Stealth receives a payment from the Reinsurer through the Company, will Stealth remit payment to the appropriate beneficiary (typically the Group or the Group's stop-loss carrier). Stealth and Company will not be responsible for any distributions or reimbursements, per this Agreement, unless the same are received from the Reinsurer. Stealth and Company makes no representation as to the financial viability or security of Reinsurer.

EXHIBIT B.

Specified Specialty Pharmaceutical Benefit Disbursement Terms

DATE OF COVERAGE :

, 2023

Employer Name and Address:

PREPARED BY:

Amwins Gene Therapy Solutions

PROGRAM STRUCTURE

Where Employer funds the program as outlined herein,

PROPOSED AGREEMENT TERM AND CONDITIONS:

The term will begin on _____ for a twelve-month period at the principal address of the Employer. The term will utilize a first dollar risk structure and allow for a run out period equal to twelve (12) months from the date that the Employer attaches to the underlying Agreement.

CLAIM BASIS:

Eligible Covered Pharmaceutical Expenses that are:

- a. For a Participant Diagnosed with a Covered Disease and the Covered Pharmaceutical is dispensed from a pharmacy or provider approved by the Reinsured for a Covered Plan and is initially administered during the applicable Treatment Period
- b. For a Participant born within the Agreement Period or Run-In Period, if applicable, provided they do not have an existing diagnosis for Covered Diseases.
- c. Submitted to Stealth within the Claims Period.

The Benefit Period for a Covered Pharmaceutical shall be limited to the following: Agreement Year; and Treatment Period; and Claims Period:

The Treatment Period in the case of Covered Pharmaceutical Zolgensma® will commence on the first day of the Agreement Year and will end twelve (12) months following the expiration of the Agreement

Year, provided that the Participant is born within the Agreement Year and the Covered Pharmaceutical is initially administered to a Participant within the Treatment Period.

The Treatment Period in the case of Covered Pharmaceutical Luxturna® will commence on the first day of the Agreement Year and will end twelve (12) months following the expiration of the Agreement Year, provided that the Participant is diagnosed within the Agreement Year and the Covered Pharmaceutical is initially administered to a Participant within the Treatment Period.

The Treatment Period in the case of Covered Pharmaceutical Spinraza® will commence on the first day of an Agreement Year and will end twenty-four (24) months following the expiration of the Agreement Year, provided that the Participant is born within the Agreement Year and the Covered Pharmaceutical is initially administered to a Participant within the Treatment Period.

The Claims Period will commence on the first day of the Agreement Year and will end twenty-four (24) months following the expiration of the Agreement Year. Claims for Covered Pharmaceuticals administered in the applicable Treatment Period must be paid and submitted to OutcomeRx within the Claims Period.

Solely with respect to individuals treated with the Covered Pharmaceutical Zolgensma or Spinraza, Participants shall also include individuals born within the Run-In Period; provided they do not have an existing diagnosis for Covered Diseases, in which case, each of the Agreement Year, Treatment Period and Claims Period are deemed to include the period between the Run-In Period and the date of such Participant's birth. The Run-In Period is the ninety (90) day period immediately prior to (1) the commencement for the initial Agreement Year or (2) the date a Participant is first covered by a Covered Plan during the Agreement Year.

COVERED PLANS:

Commercial Employer Stop Loss Policies that include coverage for the Covered Pharmaceuticals (and are produced by Stealth Partner Group, LLC)

All other population types are excluded unless specifically listed above.

RETENTION AND LIMITS

100% of Net Loss per Participant

COVERED DISEASES, COVERED PHARMACEUTICALS & MAXIMUMS

COVERED DISEASES	COVERED PHARMACEUTICALS	MAXIMUM PAYABLE PER COVERED PERSON PER BENEFIT PERIOD
Spinal Muscular Atrophy ("SMA") Type 1 and Type 2	<ul style="list-style-type: none">• Zolgensma• Spinraza	\$2,200,000
Leber Congenital Amaurosis ("LCA")	<ul style="list-style-type: none">• Luxturna	\$850,000

EXCLUSIONS:

1. Liabilities for a Covered Disease diagnosed and prescribed a Covered Pharmaceutical prior to the Agreement Year.
2. Solely with respect to Covered Pharmaceuticals Zolgensma and Spinraza, Covered Expenses for a Participant born prior to the Agreement Year or, if applicable, the Run-In Period.
3. Expenses for Covered Pharmaceuticals that are administered “off-label” or outside of the proposal approved by the Food & Drug Administration (FDA). Approved indications are defined as the following and additional exclusions may apply:
 - a. Zolgensma - FDA U.S. Food and Administration Vaccines, Bloods and Biologics. Zolgensma Prescribing Information. Version: May 2019 <https://www.fda.gov/media/126109/download> [Accessed July 2020].
 - b. Luxturna - FDA U.S. Food and Drug Administration Vaccines, Bloods and Biologics. Luxturna Prescribing Information. <https://www.fda.gov/media/109906/download> [Accessed July 2020].
 - c. Spinraza - FDA US Food and Drug Administration. Drugs@FDA FDA-Approved Drugs. Spinraza Prescribing Information. Version: June 2020 https://www.accessdata.fda.gov/drugsatfda_docs/label/2020/209531s010lbl.pdf [Accessed July 2020].
4. Expenses for Spinraza® initially approved for a Participant over two years of age.
5. Covered Expenses incurred while the Covered Plan is not in force for the Participant, or for a person not covered under the Covered Plan.
6. Deductibles, co-payment amounts, or any other expenses which are not payable under the terms of the Covered Plan or expenses which are payable by the Covered Plan, or to the Covered Plan from any other source.
7. Extra-contractual Obligations / Expenses resulting from any extra or non-contractual damages or legal fees and expenses for the defense thereof, or any fines or statutory penalties.
8. Legal expenses of any kind or description, including legal expenses related to or incurred for the confinement of a Participant or any compulsory process to adopt, abstain from, or cease to continue a particular mode of treatment, care or therapy.
9. Expenses arising out of, caused by, contributed to or in consequence of war, declared or undeclared, or any act or hazard of such war.
10. Claim payments not administered or paid according to the Covered Plan, or for which there is no documented proof of loss, unless the payment was authorized in writing by the Company.
11. Business derived from any pool, association, including joint UW associations, syndicate, exchange, plan or other facility directly as a member, subscriber or participant, or indirectly by way of reinsurance or assessments; unless otherwise indicated in the Covered Plan section above.
12. Excess Policy Limits
13. Ex-Gratia Payments
14. Covered expenses incurred after a policy terminates due to non-payment of premium unless the reinsurer authorizes reinstatement of the policy in writing.
15. Covered expenses that constitute reimbursable benefits under a separate stop loss or excess loss policy between the reinsurer and covered plan.

PERFORMANCE GUARANTEE

1. **Stealth guarantees that Group's funding of its Specified Pharmaceutical Benefit Plan as described herein shall not require additional funding from what is specified in Section 3 of the Services Agreement to which this Exhibit B is also attached.**
2. This Performance Guarantee is subject to cancellation or revision prior to the acceptance of the guarantee pursuant to Section 7 below.
3. Stealth will collect such appropriate fees and costs as outlined in this Agreement, and will distribute such disbursements and applicable reimbursements as necessary for the administration of the Amwins Gene Therapy Solutions program. Stealth will distribute any applicable disbursements and reimbursements only after it receives such disbursements and reimbursements from the Company as they are defined in the Agreement.
4. After diligent and complete review, all the information provided and/or to be provided as requested in this Performance Guarantee to evaluate the risk is true and complete; that any agreement issued is in reliance upon the truth of such statements, declarations, and representations; and that such statements, declarations, and representations will form a part of the Agreement.
5. Employer will cooperate in any requests for information including, but not limited to, the validation of any claim or request for disbursement. Any inaccuracy known by the employer or the employer's broker at the time of providing such information or failure to disclose any such known information, including all claims or potential claims, paid or pending, can change the terms, conditions or premiums, or can void applicability.
6. Nothing herein, express or implied, is intended to confer to any person, other than the parties hereto, any right or remedy of any nature whatsoever; and nothing will create, or be deemed to create, any rights, obligations or legal relationship between the parties.
7. The receipt of the first month's funding and deposit of any check drawn in connection with this Performance Guarantee shall constitute an acceptance of liability.

Upon receipt and acceptance of the following items, the guarantee will be effective for all Participants not explicitly excluded by the Exclusion criteria herein:

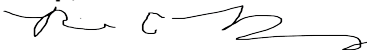
1. First month's funding, and
2. Fully executed copy of this Performance Guarantee

All individuals under covered business, enrolled in the plan and meeting the eligibility definitions are covered.

The guarantee provided herein is based upon information provided by the employer or the employer's broker. Upon signing this Performance Guarantee, the guarantee is effective as of the beginning of the Agreement Term. In the event of any differences in terms between the Performance Guarantee and the Agreement, the Agreement language will supersede this Performance Guarantee. This Performance Guarantee will become part of the Agreement when issued.

By signing below, the employer's representative agrees to the terms as stated herein and warrants they are duly authorized to execute this acceptance on behalf of the employer:

Stealth Partner Group, LLC:

Signature:  _____

Name and Title: _____

Date: _____

Employer:

Signature: _____

Name and Title: _____

Date: _____