Delta Dental Contract
for
IWCO Direct

DDMN ASO, LLC (hereinafter Delta Dental), an administrative services affiliate of Delta Dental of Minnesota, and the above named Plan Sponsor, in consideration of the mutual agreements and undertakings set forth in this Contract (as defined in the Terms and Conditions exhibit), hereby agree as follows:

1. That this Contract shall be effective as of January 1, 2026, the ("Effective Date"), and;

2. That the following documents, attached hereto and incorporated herein by reference, are included as part of the Contract:

    Exhibit A: Declarations Page(s)
    Exhibit B: Contract Body
    Exhibit C: Business Associate Agreement Addendum

In witness whereof, Delta Dental and the Plan Sponsor have caused this Contract to be signed by their authorized representatives on the dates set forth below (hereinafter "Signature Page").

AUTHORIZED SIGNATURES

PLAN SPONSOR	**DELTA DENTAL**
BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

Delta Dental of Minnesota

EXHIBIT A

IWCO Direct
For Client #050807

SECTION I - DECLARATIONS

The Benefits available are as set forth in this Contract, This Declarations Page and the Summary Plan Description supersedes any contrary provision of the subsequent sections of this Contract.

A. **Effective Date:** 12:01 A.M. Standard Time, January 1, 2026

B. **First Renewal Date:** January 1, 2028

C. **Client Number:** 050807-1000, 2000, 9271, 9272

D. **Rate(s):**

Administrative Service Fee:

- $4.30 per month per Subscriber

This fee is contingent upon a minimum participation for self-insured funding of 50 enrolled employees, if enrollment goes below 50 lives, Delta Dental reserves the right to offer alternate funding, rating and plan options or terminate the contract upon renewal.

E. **Attachment:** Summary Plan Description

EXHIBIT B

SECTION 1
Declarations

1.01 PLAN SPONSOR PAYMENTS:

(A) The payments Plan Sponsor will make to Delta Dental include the following:

1. Claim Payments: Plan Sponsor will pay Delta Dental for claims paid for Dental Services provided to Covered Persons made by Delta Dental ("Claim Payments"). Delta Dental will generate an Invoice ("Invoice") each week that will reflect the Claim Payments for Delta Dental for the preceding week. Each Invoice shall be paid by Plan Sponsor within four (4) days of notification of the charges incurred.

2. Administrative Fee: Plan Sponsor will pay Delta Dental, as compensation for administration of the dental program, the Administrative Fee as defined on the Declarations Page ("Administrative Fee"). Delta Dental will generate the Administrative Fee Invoice once per month. Plan Sponsor must pay the Administrative Fee Invoice on or before the due date listed on the bill. If Plan Sponsor elects to pay by ACH, Delta Dental will draw the ACH funds within five (5) business days of the due date.

3. In the event that any governmental unit shall impose any new tax or assessment not now in effect, which is measured directly by the payments made to Delta Dental by the Plan Sponsor pursuant to the Contract, or in the event that the rate of any such tax or assessment now in effect should thereafter be increased, the amount which Delta Dental is authorized to charge pursuant to this Section 1.01 shall be increased by the amount of such new tax or assessment that is directly applicable to such payments by the Plan Sponsor under this Contract.

(B) In the event of Contract termination or non-renewal of Client or any sub-Client, Delta Dental will continue, for a mutually agreed upon period beyond the termination date, but no longer than six months unless the parties agree in writing, to make payments for, and the Plan Sponsor agrees to be liable for, Claim Payments for dental services performed on Covered Persons prior to the termination date but paid by Delta Dental after the termination date, plus the Administrative Fee as stated in Section 1.01(A)(2), converted to a mutually agreed upon lump sum.

(C) Upon the Plan Sponsor's declaration of bankruptcy, Delta Dental may, in its sole discretion:

1. Require any payments from the Plan Sponsor to be made by wire transfer or by Delta Dental initiated automatic clearing house; or

2. Require that the Plan Sponsor make an advance deposit to Delta Dental in the amount of two (2) weeks estimated Claim Payments. Such deposit will be utilized to secure late Claim Payments made by Delta Dental should the Plan Sponsor fail to pay the Claim Payments as required by 1.01(A)(1). Such deposit will be replenished by the Plan Sponsor in an amount equal to each payment made by Delta Dental from the deposit, immediately at Delta Dental's request. If Plan Sponsor fails to make such deposit or fails to replenish such deposit at Delta Dental's request, Delta Dental's obligations under Section 1.01(B) will terminate.

1.02 OPEN ENROLLMENT

The Open Enrollment under this Contract shall be held according to the Client's designated annual open enrollment period.

SECTION 2
Definitions

Any capitalized terms that are not defined in this Section 2, shall have the meaning as set forth in the Summary Plan Description that is part of the Contract. The following terms, words and phrases shall, be defined as follows:

2.01 **"Claim Form"** The written document required to be submitted to Delta Dental to substantiate any claim under this Contract for dental care and treatment performed or to be performed on a Covered Person.

2.02 **"Contract"** The written agreement between the Plan Sponsor and Delta Dental consisting of the Signature page and those additional Contract Documents listed and described on the Signature page.

2.03 **"COBRA"** The Consolidated Omnibus Budget Reconciliation Act of 1985 and regulations promulgated thereto.

2.04 **"Contract Date"** The date set forth on the Signature page upon which this Contract becomes effective.

2.05 **"Contract Documents"** All written documents comprising this Contract between the Plan Sponsor and Delta Dental including the Signature page, this Contract and any Exhibits, amendments or addendums thereto, the Master Dental Contract Application, the New Customer Checklist, the Summary Plan Description and any amendments or addendums thereto, and any other amendments, addendums or renewals to the Contract entered into and signed by the Plan Sponsor and Delta Dental on or after the Contract Date.

2.06 **"Contract Term"** The Initial Contract Term together with all Renewal Contract Terms.

2.07 **"Coverage Year"** The twelve (12) month period of time as set forth in the Summary Plan Description during which applicable Contract deductibles and maximums will apply for each Covered Person.

2.08 **"Covered Person"** Eligible Employees and Eligible Dependents that are covered under the Plan.

2.09 **"Deductible"** That amount of the Covered Person Payment Obligation specified in the Summary Plan Description under Deductible for which Delta Dental will not make any benefit payment.

2.10 **"DDMN ASO, LLC"** A Minnesota limited liability company that maintains its principal place of business at 500 Washington Avenue South, Suite 2060, Minneapolis, Minnesota 55415.

2.11 **"Delta Dental Plan"** A member company of Delta Dental Plan Association other than Delta Dental of Minnesota.

2.12 **"Delta Dental PPO Dentist"** A Dentist who has signed and filed with Delta Dental a Delta Dental PPO Agreement which is in effect at the time any provision of this Contract becomes applicable with respect to the provision of any Dental Service for which payment is claimed under this Contract.

2.13 **"Delta Dental PPO Maximum Amount Payable"** A schedule of fixed dollar maximums established solely by Delta Dental for Dental Services provided by a licensed Dentist who is a Delta Dental PPO Dentist.

2.14 **"Dental Service(s)"** The providing of dental care or treatment by a Dentist to a Covered Person while this Contract is in effect provided that such care or treatment is recognized by Delta Dental as a generally accepted form of care or treatment according to prevailing standards of dental practice.

2.15 **"Dentist"** A doctor of dentistry duly licensed and registered to practice the profession of dentistry and whose license is in good standing with the appropriate licensing or governing body of the State of Minnesota, any other state of the United States, a territory of the United States, a foreign country or other similar jurisdiction.

2.16 **"Eligible Dependents"** Dependents of Eligible Employees that are eligible for coverage under the Plan in accordance with the Summary Plan Description.

2.17 **"Eligible Employee"** Employees of Plan Sponsor that are eligible for coverage under the Plan in accordance with the Summary Plan Description.

2.18 **"Enrollment Data"** Data that the Plan Sponsor submits to Delta Dental involving numbers of subscribers and their dependents to determine eligibility for coverage.

2.19 **"ERISA"** The Employee Retirement Income Security Act of 1974 and regulations promulgated thereunder.

2.20 **"HIPAA"** The Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, and the Health Information Technology for Economic and Clinical Health Act and regulations promulgated thereunder,

2.21 **"Initial Contract Term"** The period of time set forth on the Signature page which specifies the length or duration of the initial term of this Contract.

2.22 **"Maximum Amount Payable"** Delta Dental's Maximum Amount Payable is a schedule of fixed dollar maximums established solely by Delta Dental for Dental Services provided by a licensed Dentist who is a Delta Dental Premier Dentist.

2.23 **"Open Enrollment"** The period of time or dates set forth in the Summary Plan Description during which an Eligible Employee may elect, while this Contract is in effect, to add coverage under this Contract for him or herself, or his or her Eligible Dependents.

2.24 **"Other Coverage"** Coverage of a Covered Person provided by any other organization subject to regulation by insurance law or by insurance authorities of this or any other state of the United States or any province of Canada, by any other medical, dental or hospital service organization, or by similar plan or by union welfare plans, or employee or employer benefit organizations or by health maintenance organizations, preferred provider organizations or exclusive provider organizations providing benefits of any kind for Dental Services. "Other Coverage" excludes coverage of a Covered Person under group hospital indemnity policies of $100 per day or less, student accident policies and individual dental payment plans or policies.

2.25 **"Participating Dentist"** A Dentist who has signed and filed a participating and membership agreement with his/her local Delta Dental Plan which is in effect at the time any provision of this Contract becomes applicable. The Dentist has agreed to accept Delta Dental's Maximum Amount Payable as payment in full for covered dental care.

2.26 **"Plan"** The dental benefit plan selected by Plan Sponsor, as described in the Summary Plan Description.

2.27 **"Plan Payment Obligation"** Claim payments are based on the Plan payment obligation which is the highest fee amount Delta Dental approves for Dental Services provided by a Dentist to a Covered Patient.

The Plan Payment Obligation for Delta Dental Premier Dentists is the lesser of: (1) The Maximum Amount Payable as determined by Delta Dental; or (2) The fee charged or accepted as payment in full by the Delta Dental Premier dentist regardless of the amount charged.

The Plan Payment Obligation for Delta Dental PPO dentists is the lesser of: (1) The Delta Dental PPO Maximum Amount Payable as determined by Delta Dental; or (2) The fee charged or accepted as payment in full by the Delta Dental PPO Dentist regardless of the amount charged.

The Plan Payment Obligation for non-Participating Dentists is the treating Dentist's submitted charge or the amount established solely by Delta Dental, whichever is less.

All Plan Payment Obligations are determined prior to the calculation of any Covered Person's co-payments and Deductibles as provided under the Covered Person's Delta Dental program.

2.28 **"Plan Sponsor"** The party to this Contract with Delta Dental and identified as such on the Signature page.

2.29 **"Plan Sponsor Payments"** The payment obligations of the Plan Sponsor as specified in Section 1.01 or, as referenced in Section 3.04, the total payment obligation of Plan Sponsor.

2.30 **"Pretreatment Estimate"** The Pretreatment Estimate is a valuable tool for both the Dentist and the Covered Person. Submission of a Pretreatment Estimate, allows the Dentist and the Covered Person to know what benefits are available to the Covered Person before beginning treatment. The Pretreatment Estimate outlines the Covered Person's responsibility to the Dentist with regard to co-payments, Deductibles and non-covered services and allows the Dentist and the Covered Person to make any necessary financial arrangements before treatment begins. This process does not prior

authorize the treatment nor determine its dental or medical necessity. The estimated Delta Dental payment is based on the Covered Person's current eligibility and current available contract benefits under the Plan. The subsequent submission of other claims, a change in eligibility, a change in the contract coverage or the existence of Other Coverage may alter the Delta Dental final payment amount as shown on the Pretreatment Estimate form.

2.31 **"Qualifying Event"** The happening of certain events such as employment termination, divorce, death of an eligible employee and other events specified in the Summary Plan Description.

2.32 **"Renewal Contract Term"** Each renewal period of the Contract, as further described in Section 3.03.

SECTION 3
General Terms

3.01 **Purpose:**

To set forth in writing the rights of and obligations between the Plan Sponsor and Delta Dental and to define the contractual benefits for Dental Services performed by Dentists on Covered Persons while this Contract is in effect.

3.02 **Effective Date:**

This Contract takes effect on the Contract Date as shown on the Signature page and all contract years and months will be determined by reference to the Contract Date. This Contract will continue in effect for the Initial Contract Term specified on the Signature page.

3.03 **Contract Renewal:**

This Contract will automatically renew upon expiration of the Contract Term for successive one (1) year Contract Terms subject to the right of either Delta Dental or the Plan Sponsor to terminate or elect not to renew as hereinafter provided (each, a "Renewal Term"). Each Renewal Term will be subject to any amendments to this Contract mutually agreed upon by Delta Dental and the Plan Sponsor. If either Delta Dental or the Plan Sponsor elects not to renew this Contract for a succeeding one (1) year Renewal Term, notice of such election shall be given to the other party in writing at least thirty (30) days prior to the start such Renewal Term.

3.04 **Payment Determination and Remittance:**

A. The Plan Sponsor Payments, which are applicable as of the Contract Date, shall apply throughout the Initial Contract Term beginning with the Contract Date. Delta Dental reserves the right to change the Plan Sponsor Payments applicable to any Renewal Contract Term. For each Renewal Contract Term, the Plan Sponsor Payments shall be such amounts as are determined solely by Delta Dental. Delta Dental shall not increase the Plan Sponsor Payments unless it gives written notice of any such increase to the Plan Sponsor at least 180 days prior to the renewal date on which the subsequent Renewal Contract Term commences.

B. If this Contract ceases to be effective for any reason and:

   1) Delta Dental and the Plan Sponsor desire to continue coverage until completion of negotiations and signing of a new or renewal Contract between Delta Dental and the Plan Sponsor; or

   2) If the parties specifically agree in writing to continue coverage as provided for in the Contract; or

   3) If the Plan Sponsor continues to make the Plan Sponsor Payments after Contract termination and Delta Dental in its sole discretion decides to accept such Plan Sponsor Payments and notifies the Plan Sponsor in writing at any time after termination of the Contract;

   then, in such event, the last Contract in effect between Delta Dental and the Plan Sponsor shall continue in force on an interim month-to-month basis except that the Plan Sponsor Payments to be made shall be in an amount equal to the actual claims incurred by Delta Dental under this Contract plus an administrative fee as compensation for administration of the dental

program, with such administrative fee amount to be agreed upon in writing between Delta Dental and the Plan Sponsor.

At Delta Dental's option, the Claim Payments as set forth in Section 1.01(A) 1 shall be made in advance by the Plan Sponsor on a month-to-month basis to Delta Dental based upon Delta Dental's estimate and thereafter adjusted monthly after computation by Delta Dental of the actual amount of monthly claims incurred.

SECTION 4
Contract Termination

4.01 **This Contract may be terminated by the Plan Sponsor:**

A. By written notice received by Delta Dental at least thirty (30) days prior to the expiration of the Initial Contract Term specified on the Signature page of this Contract or any Renewal Contract Term.

B. With respect to an interim month-to-month Contract referenced in Section 3.04(B) upon written notice received by Delta Dental at least thirty (30) days prior to the effective date of such termination.

4.02 **This Contract may be terminated by Delta Dental:**

A. Upon the failure of the Plan Sponsor to remit or otherwise pay to Delta Dental any of the Plan Sponsor Payments required under this Contract, by the end of the calendar month in which such amount was billed (during the Initial Contract Term or any Renewal Contract Term). Termination under this provision by Delta Dental shall be effective on the last date through which the Plan Sponsor has paid all applicable Plan Sponsor Payments.

B. With respect to an interim month-to-month Contract as provided in Section 3.04(B), upon written notice received by the Plan Sponsor at least thirty (30) days prior to the effective date of such termination.

C. Upon thirty (30) days advance written notice by Delta Dental to the Plan Sponsor prior to the end of the then-current Initial Contract Term or Renewal Contract Term.

4.03 By the mutual written consent of Delta Dental and the Plan Sponsor.

SECTION 5
Rights and Remedies

5.01 In addition to the right of termination described in Section 4.02, Delta Dental shall have the following rights and remedies in the event Plan Sponsor fails to timely pay in full any invoice from Delta Dental.

A. Delta Dental may immediately suspend payment of all claims.

B. Delta Dental may retroactively terminate coverage to the date it last received payment.

C. Delta Dental may retroactively terminate this Contract to the date it last received payment; and

D. Delta Dental may initiate proceedings to recover and collect all payments due and owing, as well as costs associated with the collection proceedings including, but not limited to, attorneys' fees.

5.02 Neither party shall bring an action, claim or lawsuit without first providing 30 days written notification and an opportunity to cure. In addition, no claim, lawsuit or action, may be brought more than three years after the claim first arose.

5.03 Delta Dental's failure to exercise any right or remedy contained herein shall not constitute a waiver of any future rights or remedies available to Delta Dental.

SECTION 6
Retroactive Enrollment

6.01 Delta Dental shall not be required to accept retroactive notification of eligibility changes submitted by the Plan Sponsor to Delta Dental more than one hundred eighty (180) days after the effective date of such change.

SECTION 7
Continuation of Coverage

7.01 Each Eligible Employee and each Eligible Dependent may continue this coverage if current coverage ends because of the Qualifying Events as listed in the Summary Plan Description. Each person who desires to continue coverage must be covered before the Qualifying Event occurs in order to continue coverage. In all cases, continuation of coverage ends if the Contract ends or the Plan Sponsor Payments are not paid as agreed herein. See the Summary Plan Description for a list of Qualifying Events, Persons Eligible for Continuation and Maximum Continuation Periods.

SECTION 8
Further Responsibility Accepted by the Parties

8.01 **The Plan Sponsor agrees:**

A. To furnish Delta Dental with Enrollment Data on a form supplied by Delta Dental.

B. To provide information to all of its Eligible Employees as to the existence and terms of this Contract and to distribute to Eligible Employees Delta Dental's standard descriptive benefit summary and standard Summary Plan Description (regarding benefits) as prepared or approved by Delta Dental.

C. To notify Covered Persons of their responsibility to:

1. Notify their Dentist at the time of their first appointment that they are covered under this Contract;

2. To provide their Dentist with Plan Sponsor's Group Number and the Eligible Employee's subscriber identification number; and

3. To request the Dentist to submit a Claim Form or Pretreatment Estimate to Delta Dental on a form acceptable to Delta Dental.

D. To require Covered Persons to furnish notice of claims and submit Claim Forms as required by Delta Dental in the event the Dentist fails or refuses to submit the required Claim Forms to Delta Dental.

E. To permit Delta Dental (upon reasonable notice) to inspect the records of the Plan Sponsor to verify the accuracy of the Enrollment Data and Plan Sponsor Payments provided or submitted to Delta Dental.

F. To furnish notification of all persons electing continues coverage under Section 7, the dates of their elections, projected termination dates and, if applicable, the identification number of the Eligible Employee who previously entitled that person to coverage as a "Covered Person" prior to the occurrence of a Qualifying Event.

G. To furnish a Notice of Privacy Practices ("NPP") to individuals enrolled for dental benefits coverage pursuant to this Contract as required by 45 CFR 164.520 and to identify to Delta Dental the extent to which Plan Sponsor's NPP deviates from Delta Dental's standard NPP.

H. To comply with all applicable laws including but not limited to ERISA, HIPAA, and COBRA, including ensuring that ERISA required summary plan descriptions are provided to individuals enrolled for dental benefit coverage.

I. To represent and warrant that the benefits that Delta Dental administers for Plan Sponsor pursuant to this Contract are considered "Limited Scope" benefits (as that term is understood

under the Affordable Care Act and HIPAA) and, therefore, the market reforms of the Affordable Care Act do not apply.

8.02 **Delta Dental agrees:**

A. To encourage Participating Dentists to submit a Pretreatment Estimate request prior to the rendition of high cost dental treatment.

B. When a Pretreatment Estimate is submitted prior to rendition of dental care and treatment, to advise the Dentist of the estimated amount of the Plan Payment Obligation payment pursuant to the submitted Pretreatment Estimate, and to review, to the extent deemed necessary and appropriate by Delta Dental, in order to ascertain the extent to which the submission of Pretreatment Estimates provides covered benefits.

C. To pay on receipt of the Claim Form to Participating Dentists that part of the Plan Payment Obligation for completed Dental Services based on the benefits to which the Covered Person is entitled under this Contract.

D. To pay to Covered Persons on receipt of the Claim Form in all cases not covered by Section 8.02(C) above, an amount established solely by Delta Dental, but not more than the actual charges for such completed Dental Services.

E. To make periodic sample reviews, when deemed necessary and advisable by Delta Dental, of the Claim Forms and Pretreatment Estimate for which benefits have been paid or approved under this Contract to ascertain whether the allowance of benefits under this Contract are considered generally accepted forms of Dental Services and are prevailing standards of dental practice.

F. To coordinate the benefits payable under this Contract when required.

G. To terminate, suspend or place in a probationary status the participation agreement of any Participating Dentist who, in the exclusive discretion of Delta Dental, violates the provisions of the Dentist Membership and Participation Agreement, fails to conduct his or her practice in accordance with applicable standards of the dental profession prevailing in the community or who violates any applicable laws, rules, regulations, or of the policies and procedures of Delta Dental.

8.03 **The Plan Sponsor and Delta Dental agree:**

A. That none of Plan Sponsor, Delta Dental, or their employees or agents shall be liable for any act or omission by a Dentist, his/her employees or agents, or any person performing Dental Services or other professional services under this Contract, and no benefits of any kind shall be payable under this Contract for retreatment or additional treatment necessary to correct or relieve the results of previous treatment.

B. All material published or distributed concerning this Contract shall be approved by Delta Dental prior to publication and distribution.

C. In the event employee Covered Person's claim for benefits under the Plan is denied, Delta Dental shall furnish the Covered Person a notice setting forth the specific reason for such denial; and Delta Dental agrees, upon request, to afford a reasonable opportunity to any Covered Person, whose claim for benefits has been denied, for a full and fair review by an appropriate individual or committee of Delta Dental or its delegate.

D. To the extent that ERISA applies, Delta Dental agrees to be a limited fiduciary for purposes of providing a review of a denied claim upon request. This section, however, shall not be construed to be a designation by the Plan Sponsor, plan or trustees of the Plan Sponsor, nor an acceptance or admission by Delta Dental, that Delta Dental is a fiduciary or a plan administrator (other than a limited fiduciary for purposes of deciding appeals). Delta Dental exercises no discretion over plan assets, and is neither a fiduciary nor a plan administrator of the Plan (other than a limited fiduciary for purposes of deciding appeals.)

E. To estimate payment and the Plan Payment Obligation for Dental Services to be performed as specified in a Pretreatment Estimate approved by Delta Dental subject to Covered Person's

continuing eligibility, but not beyond the end of the then-current Initial Contract Term or Renewal Contract Term, as applicable, and also further subject to applicable Maximum Amount Payable.

F. Delta Dental may not make any benefit allowances under this Contract unless a claim containing the information required by Delta Dental has been submitted within twelve (12) months after the time such Dental Services are performed. Delta Dental, in its sole discretion, may approve payment beyond this twelve (12) month period. No cause of action or lawsuit may be maintained for any benefits or payments under this Contract after two (2) years have expired from the date of filing of the claim.

G. Benefits and benefit allowances shall be determined in accordance with the terms and conditions outlined in this Contract. The Plan Sponsor maintains the final, binding discretionary authority with regard to payment of any dental claims. Changes to benefits are subject to Delta Dental's approval and may cause an increase to the Administrative Fee. Any changes to benefits must be agreed to in writing by Delta Dental prior to implementation.

H. That Delta Dental relies on the accuracy of the Enrollment Data furnished to Delta Dental by the Plan Sponsor or its designated third party, and that Delta Dental is not responsible for the recoupment of any claim payments made with respect to any Covered Person later discovered to have been ineligible for any reason unless the claim payment was made as a result of Delta Dental's error.

I. That the Plan Sponsor, Delta Dental, or their employees or agents will not store, transmit or access any Protected Health Information (as defined in Exhibit C – Business Associate Agreement Addendum) or any other information received from or created on behalf of either party under this Contract on or from computers or servers located outside the United States.

SECTION 9
Possible Direct Payment to Provider Upon Request of Non-Custodial Parent

9.01 When Dental Services covered under this Contract are rendered by a non-Participating Dentist to an Eligible Dependent of an Eligible Employee who has legal responsibility for that Eligible Dependent's dental care but who does not have custody of the Eligible Dependent, Delta Dental may, upon request of the non-custodial parent, make payments, directly to the non-Participating Dentist notwithstanding the non-participating status with Delta Dental.

SECTION 10
Claim and Appeal Procedures

10.01 Delta Dental will adjudicate and process all clean claims submitted for Plan Sponsor's Dental Plan in accordance with this Agreement, the Summary Plan Description, and Delta Dental's standard operating procedures.

10.02 Subject to the terms of this Agreement, Delta Dental has complete discretion to process claims under Plan Sponsor's Dental Plan. As such, Delta Dental shall, without limitation, make determinations regarding: (a) coordination of benefits and (b) the applicability of benefit waiting periods, limitations, and exclusions.

10.03 Delta Dental will follow established procedures for resolving all appeals asserted by a dentist, Plan Sponsor, or Covered Person as set forth in the Summary Plan Description (the "Claims Appeal Procedure"). The Claims Appeal Procedure shall contain processes for appealing initial adverse determinations made by Delta Dental. To the extent the Plan is governed by ERISA, Delta Dental's procedures shall comply with the applicable provisions of ERISA and any regulations or guidelines thereunder. All determinations made according to the Claims Appeal Procedure will be final and binding on the Participating Provider, the Plan Sponsor, and the Covered Person; provided, however, that the Covered Person may exercise any additional legal rights he or she may have.

SECTION 11

Miscellaneous

11.01 **Confidentiality**

Delta Dental shall maintain in confidence all claims for benefits, dental care reports, benefit payments and other records and reports obtained or generated in connection with performing its services under this Contract, and shall not reveal, without the Plan Sponsor's consent, any such information except to the individuals or entities directly affected thereby that have demonstrated a need to know or as may be required by law or legal process.

11.02 **Regulatory Compliance**

Delta Dental and Plan Sponsor agree to comply with all applicable federal and state laws, rules, and regulations.

11.03 **Governing Law**

Any questions, complaints, disputes or litigation arising from or concerning this Contract shall be governed by the laws of the State of Minnesota, without giving effect to any to choice or conflict of law provision that would cause the application of laws other than the State of Minnesota, except as they may be subject to federal law (including ERISA).

11.04 **Fraud and Abuse Prevention and Detection**

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime. Should Delta Dental detect a fraudulent claim submission, all information will be forwarded to the proper authorities in accordance with applicable federal and state insurance laws, including the State of Minnesota's anti-fraud statute, as well as other applicable laws and regulations.

11.05 **Entire Contract**

The Contract Documents comprise the entire Contract between the parties concerning the subject matter hereof. The terms and conditions of this Contract supersede any prior verbal or written communications regarding the subject matter hereof.

11.06 **Prevailing Terms.**

In the event of conflict between Sections 1.01 through 12 of this Contract and the descriptive brochure or Summary Plan Description, the applicable content in Sections 1.01 through 12 of this Contract shall prevail.

11.07 **Assignment**

This Contract may not be assigned by either party without the prior written consent of the other party; provided, however, that the parties shall cooperate to assign this Contract as appropriate if the Services Agreement (as defined in Exhibit B) is assigned.

11.08 **Audits**

The Plan Sponsor may audit Delta Dental's files, books, and records (both paper and electronic) but only pertaining to the services provided to the Plan Sponsor. The Plan Sponsor will bear the entire cost of such audits. The Plan Sponsor may assign this right to audit to an agent, provided the agent is a licensed firm and the audit is led by an individual who holds a nationally recognized audit accreditation. Plan Sponsor and/or Plan Sponsor's agent shall give Delta Dental at least thirty (30) days advance written notice before commencing an audit. Such audits shall occur no more than once annually during normal business hours.

11.09 **Binding Effect**

This Contract is binding upon, and shall inure to the benefit of, each of the parties and their successors and permitted assigns.

11.10 **Severability**

If any portion of this Contract, or any amendment thereof, should be determined by an arbitrator, or court of competent jurisdiction, to be illegal, void or unenforceable, such determination shall not abrogate any other portion hereof.

11.11 **Survival of Terms**

Termination or expiration of this Contract shall not affect the Plan Sponsor's obligation to pay any amount due under this Contract. Additionally, any term or condition of this Contract that is clearly intended to continue after termination or expiration shall survive for the period of time necessary to give it its intended effect.

11.12 **Subrogation**

The Plan Sponsor shall retain all subrogation rights resulting from claims paid by Delta Dental. In the event the Plan Sponsor elects to pursue a subrogation matter, Delta Dental shall provide reasonable assistance to the Plan Sponsor. Such assistance shall be limited to providing the Plan Sponsor or the requesting party with documents, records, and demand letters.

11.13 **Notices**

All notices, except those related to appeals under Section 10(B), required under this Contract shall be given in writing signed by the party giving notice and delivered by hand, overnight delivery, or first-class mail. If a party is giving notice of a termination right, it shall be delivered by certified mail. All other notices shall be delivered by certified mail or electronic mail. Any notice under this Contract will be sufficient if given by either Plan Sponsor or Delta Dental to the other at the addresses below:

For Plan Sponsor:

Denise Becker
IWCO Direct
7951 Powers Blvd
Chanhassen, MN 55317-9502

For Delta Dental:

DDMN ASO, LLC
Attn: General Counsel
500 Washington Avenue South, Suite 2060
Minneapolis, MN 55415

SECTION 12
Indemnification

12.01 **Delta Dental's Indemnification Obligations.** Delta Dental will defend, hold harmless, and indemnify Plan Sponsor, its officers, directors, agents and employees against any and all third party claims, liabilities, losses, damages, judgments, or reasonable expenses (for purposes of this Section 12.01 only, each, a "Claim/Loss") asserted against, imposed upon, or incurred by Plan Sponsor that arise out of: (A) the willful misconduct; or (B) the negligent acts or omissions, of Delta Dental or its employees, agents or representatives in the discharge of its or their responsibilities under this Contract. Plan Sponsor shall give Delta Dental notice within five (5) business days of any Claim/Loss that is reasonably likely to give rise to an indemnification claim under this Section 12.01, and Delta Dental shall have the right to control the settlement or defense of each such Claim/Loss with its own counsel. Plan Sponsor will have the right, at its option, to participate in the settlement or defense of each Claim/Loss, with its own counsel and at its own expense (which shall not be paid for or reimbursed by Delta Dental). Plan Sponsor shall not enter into any settlement that imposes any liability or obligation on Delta Dental without Delta Dental's prior written consent. Both parties shall cooperate in any settlement or defense of each Claim/Loss and will provide one another full access to all relevant information. Notwithstanding the foregoing, Plan Sponsor shall be solely responsible for payment for Claim Payments and Delta Dental shall not indemnify Plan Sponsor against any claims, liabilities, damages, judgments or expenses that constitute payment for Claim Payments. This provision shall survive termination of the Contract.

12.02 **Plan Sponsor's Indemnification Obligations.** Plan Sponsor will hold harmless and indemnify Delta Dental, its officers, governors, agents and employees against any and all third party claims, liabilities, losses, damages, judgments, or reasonable expenses (for purposes of this Section 12.02 only, each, a "Claim/Loss") asserted against, imposed upon, or incurred by Delta Dental as a result of its performance of services on behalf of Plan Sponsor except for those third party claims, liabilities, losses, damages, judgments, and reasonable expenses for which Delta Dental is obligated to indemnify Plan Sponsor pursuant to Section 12.01 above. Delta Dental shall control the settlement or defense of each Claim/Loss with its own counsel and at its own expense. Plan Sponsor will have the right, at its option, to enter into mutual settlement or defense of any Claim/Loss with Delta Dental with Plan Sponsor's own counsel and at Plan Sponsor's own expense (which shall not be paid for or reimbursed by Delta Dental); provided, however, Delta Dental shall retain the exclusive right to control the settlement or defense. Notwithstanding the foregoing, this provision does not discharge Plan Sponsor of its or their responsibilities under this Contract. This provision shall survive termination of the Contract.

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT ADDENDUM

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into by and between IWCO Direct as Plan Sponsor and Plan Administrator of a group dental benefit plan (the "Covered Entity"), and DDMN ASO, LLC (the "Business Associate").

RECITALS

A. Covered Entity is a health plan subject to the Health Insurance Portability and Accountability Act of 1996, the HITECH Act, and regulations promulgated thereunder ("HIPAA").

B. Business Associate, through the provision of certain services for or on behalf of the Covered Entity pursuant to a certain Services Agreement, effective January 1, 2026 (the "Services Agreement"), is a "business associate" of the Covered Entity as that term is defined in 45 C.F.R. § 160.103, and is subject to the Security Rule and certain provisions of the Privacy Rule.

C. Covered Entity is required by HIPAA to obtain satisfactory assurances that Business Associate will appropriately safeguard all Protected Health Information and Electronic Protected Health Information disclosed by, or created or received by Business Associate on behalf of, Covered Entity.

NOW, THEREFORE, in consideration of entering into the Services Agreement and the mutual promises and agreements below and in order to comply with all legal requirements, the parties agree as follows:

I. DEFINITIONS

1.1. **"Agreement"** has the meaning set forth in the preamble.

1.2. "Breach" has the same meaning as the term "Breach" in Section 13400(1) of the HITECH Act (i.e. 42 USCA 17921) and 45 CFR 164.402.

1.3. **"Business Associate"** has the meaning set forth in the preamble.

1.4. **"Covered Entity"** has the meaning set forth in the preamble.

1.5. **"Data Aggregation"** means the combining of PHI created or received under this Agreement with the PHI Business Associate receives or creates in its arrangement with another covered entity under the Privacy Rule to permit data analysis that relate to the Health Care Operations of the covered entities.

1.6. **"Designated Record Set"** means a group of records maintained by or for the Covered Entity that is: (i) the medical records and billing records about Individuals; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about Individuals. As used herein the term "record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for the Covered Entity.

1.7. **"Electronic PHI"** means information that comes within paragraphs 1(i) or 1(ii) of the definition of "protected health information," as defined in 45 C.F.R. § 160.103, limited to the information created, received, maintained or transmitted by Business Associate on behalf of Covered Entity.

1.8. **"HIPAA"** has the meaning set forth in the recitals.

1.9. **"HITECH Act"** means Title XIII and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-5 and all regulations promulgated thereunder.

1.10. **"Individual"** means the person who is the subject of the PHI and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.11. "**PHI"** means Protected Health Information that is provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

1.12. **"Privacy Rule"** means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

1.13. **"Protected Health Information"** means any information, whether transmitted or maintained in electronic, written, oral, or any other form or medium, that relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (i) identifies the Individual, or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

1.14. **"Required by Law"** has the same meaning as the term "'required by law" in 45 C.F.R. § 164.103.

1.15. **"Secretary"** means the Secretary of the U.S. Department of Health and Human Services or his or her designee.

1.16. **"Security Incident"** has the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

1.17. **"Security Rule"** means the Security Standards and Implementation Specifications at 45 C.F.R. part 160 and part 164, subpart C.

1.18. **"Services Agreement"** has the meaning set forth in the recitals.

1.19. **"Unsecured Protected Health Information"** or "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology that the Secretary specifies in guidance renders PHI unusable, unreadable, or indecipherable to unauthorized Individuals, such as the guidance set forth in 74 Fed. Reg. 19006 (April 27, 2009) and updated in 74 Fed. Reg. 42740 (August 24, 2009).

1.20. **Remaining Terms** Capitalized terms used, but not otherwise defined, in this Agreement have the meaning ascribed to them in HIPAA, the Privacy Rule, the Security Rule or the HITECH Act.

II. PERMITTED USES AND DISCLOSURES OF PHI

2.1. Services Agreement Uses and Disclosures

Business Associate may use or disclose PHI for purposes of performing its obligations and functions under the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

2.2. Other Permitted Uses

If necessary, Business Associate may use PHI: (i) for the proper management and administration of the Business Associate; (ii) to carry out the legal responsibilities of the Business Associate; and (iii) for the provision of Data Aggregation services relating to the Health Care Operations of Covered Entity.

2.3. Other Permitted Disclosures

If necessary, Business Associate may disclose PHI for the purposes described in Section 2.2 above if: (i) the disclosure is Required by Law; or (ii) Business Associate obtains reasonable written assurance from the person or entity to whom it discloses the PHI that the PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

III. OBLIGATIONS OF BUSINESS ASSOCIATE

3.1. Compliance with Privacy Rule.

Business Associate shall comply with all applicable provisions of the Privacy Rule in carrying out its obligations under the Services Agreement and this Agreement. Further, to the extent Business Associate is to carry out any of Covered Entity's obligations under subpart E of 45 CFR 164, Business Associate agrees to comply with the requirements of such subpart that apply to Covered Entity in the performance of such obligations.

3.2. Prohibition on Unauthorized Use or Disclosure»

Business Associate shall not use or disclose PHI except as permitted by this Agreement or as Required by Law.

3.3. Minimum Necessary

(a) Business Associate shall limit its use and disclosure of PHI under this Agreement to the "minimum necessary," as set forth in guidance that the Secretary will issue regarding what constitutes "minimum necessary" under the Privacy Rule. Until the issuance of such guidance, Business Associate shall limit its use and disclosure of PHI, to the extent practicable, to the Limited Data Set (as that term is defined in 45 C.F.R. § 164.514(e)(2)), or, if needed, to the minimum necessary to accomplish the Business Associate's intended purpose. Business Associate may in good faith determine what constitutes the minimum necessary to accomplish the intended purpose of any disclosure of PHI.

(b) Paragraph (a) above does not apply to: (1) disclosures to or requests by a health care provider for treatment; (2) uses or disclosures made to the Individual; (3) disclosures made pursuant to an authorization as set forth in 45 C.F.R. § 164.508; (4) disclosures made to the Secretary under 45 C.F.R. part 160, subpart C; (5) uses or disclosures that are Required by Law as described in 45 C.F.R. § 164.512(a); and (6) uses or disclosures that are required for compliance with applicable requirements of the Privacy Rule.

3.4. Safeguarding PHI; Security Regulations

Business Associate shall use appropriate administrative, physical, and technical safeguards and comply with the Security Rule with respect to Electronic PHI to prevent the use or disclosure of PHI other than as provided for by this Agreement.

3.5. Mitigation

Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Security Incident or a use or disclosure of PHI by Business Associate in violation of this Agreement.

3.6. Reporting

Business Associate agrees to report to Covered Entity any Breaches of unsecured PHI as set forth in Article IV. Business Associate agrees to report to Covered Entity in writing any Security Incident of which it becomes aware, except that, for purposes of this reporting requirement the term "Security Incident" does not include inconsequential or unsuccessful incidents that occur on a frequent basis such as scans or "pings" that are not allowed past Business Associate's firewall. Covered Entity acknowledges that there are uses and disclosures not provided for by this Agreement that occur in the normal course of business, such as an explanation of benefits ("EOB") being sent to the wrong provider. Covered Entity agrees that such incidents do not need to be reported by Business Associate to Covered Entity unless the incident rises to the level of a reportable Security Incident or Breach, or is a systemic privacy problem.

3.7. Subcontractors

Business Associate shall ensure that all subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of the Business Associate agree in writing to substantially similar restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall ensure that all subcontractors, to whom it provides Electronic PHI, agree in writing to implement reasonable and appropriate safeguards to protect such Electronic PHI.

3.8. Access.

(a) Upon request from Covered Entity, Business Associate shall furnish the PHI contained in a Designated Record Set that will enable the Covered Entity to respond to an Individual's request for inspection or copies of PHI about the Individual pursuant to 45 CFR § 164.524.

(b) In the event an Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to the Covered Entity immediately and take no direct immediate action on any such request. If the Covered Entity determines that an Individual is to be granted access to PHI, then Business Associate shall cooperate with the Covered Entity to provide to any Individual, at the Covered Entity's direction, any PHI requested by such Individual.

3.9. Amendment.

(a) If the Covered Entity requests that Business Associate amend any Individual's PHI or a record regarding an Individual contained in a Designated Record Set, then Business Associate shall provide the relevant PHI to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526.

(b) In the event an Individual requests directly to Business Associate that PHI be amended, Business Associate shall forward such request to the Covered Entity and shall take no direct immediate action on the request.

3.10. Records Availability

Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining compliance with the Privacy Rule and the Security Rule.

3.11. Accounting of Disclosures.

(a) If the Covered Entity requests that Business Associate furnish an accounting of disclosures of PHI made by Business Associate regarding an Individual during the six (6) years prior to the date on which the accounting was requested, then Business Associate shall make available to the Covered Entity such information as

is in Business Associate's possession and is required for the Covered Entity to make the accounting required by 45 C.F.R. §164.528 and future regulations to be promulgated regarding accounting of disclosures.

(b) In the event an Individual requests an accounting of disclosures directly from Business Associate, Business Associate shall forward such request to the Covered Entity and shall take no direct action on the request.

IV. BREACH NOTIFICATION.

4.1. Risk Assessment by Business Associate

If Business Associate becomes aware of a potential Breach, Business Associate shall complete a risk assessment of the potential Breach to determine whether the potential Breach is a Breach. Such risk assessment shall include at least all the factors identified in 45 CFR 164.402(2), as amended by the final rule published in the Federal Register on January 25, 2013 at 78 Fed. Reg. 5566.

4.2. Notification to Covered Entity

If, after completing such risk assessment, Business Associate concludes that there was a Breach, Business Associate shall notify the Covered Entity of the Breach as soon as reasonably possible, and in all cases within sixty (60) days of the first day on which any employee, officer or agent of Business Associate either knows or by exercising reasonable diligence would have known that an Breach occurred. The notification to Covered Entity shall include, if known, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during such Breach.

4.3. Delayed Notification to Covered Entity.

Notwithstanding Section 4.2 above, if a law enforcement official states in writing to Business Associate that the notification to Covered Entity required under Section 4.2 would impede a criminal investigation or cause damage to national security, then Business Associate may delay the notification for any period of time set forth in the written statement of the law enforcement official. If the law enforcement official provides an oral statement, then Business Associate shall document the statement in writing, including the name of the law enforcement official making the statement, and may delay the notification required under Section 4.2 for no longer than thirty (30) days from the date of the oral statement, unless the law enforcement official provides a written statement during that time that specifies a different time period. Business Associate shall be obligated to maintain evidence to demonstrate the reason for the delayed notification and that the required notification under this paragraph was made.

V. TERM AND TERMINATION

5.1. Term

This Agreement is effective upon the effective date of the Services Agreement, and except for the rights and obligations set forth in this Agreement specifically surviving termination, shall terminate the later of the date the Services Agreement terminates or when all PHI is returned to Covered Entity or, with prior permission of Covered Entity, destroyed.

5.2. Termination for Cause

Notwithstanding any provision in this Agreement, if Covered Entity reasonably determines that Business Associate has breached any provision of this Agreement or otherwise violated HIPAA, the Privacy Rule, the Security Rule or the HITECH Act, Covered Entity shall provide written notice to Business Associate with an opportunity

for Business Associate to cure the breach or end the violation within thirty (30) business days of such written notice, unless cure is not possible. If Business Associate fails to cure the breach or end the violation within the specified time period, or if cure is not possible, this Agreement and the Services Agreement shall automatically and immediately terminate, unless termination is infeasible.

5.3. Obligations Upon Termination

Business Associate's obligations to protect the privacy and security of PHI shall be continuous and shall survive termination, cancellation, expiration or other conclusion of this Agreement or the Services Agreement. Upon termination of this Agreement, Business Associate will do the following with respect to PHI:

(a) Except as provided in paragraph (b) of this Section 5.3, upon termination, cancellation, expiration or other conclusion of this Agreement, for any reason, Business Associate shall return or destroy PHI in whatever form or medium and retain no copies of such PHI.

(b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VI. GENERAL PROVISIONS

6.1. Effect

The terms and provisions of this Agreement supersede any other conflicting or inconsistent terms and provisions in any agreements between the parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference.

6.2. Amendment

Business Associate and the Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with HIPAA, the Privacy Rule, the Security Rule, or the HITECH Act. All such amendments shall be made in a writing signed by both parties.

6.3. No Third Party Beneficiaries

This Agreement is intended for the benefit of Business Associate and Covered Entity only. Nothing express or implied is intended to confer or create, nor be interpreted to confer or create, any rights, remedies, obligations or liabilities to or for any third-party beneficiary, including without limitation Individuals who are the subject of PHI.

6.4. Severability

In the event that any provision of this Agreement violates any applicable statute, ordinance, or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

6.5. No Waiver

No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

6.6. Relationship of the Parties

Business Associate and Covered Entity are independent contractors and all acts performed by Business Associate are performed solely in its capacity as an independent contractor.

6.7. Notification

To the extent notice is required to be provided by either party under any provision in this Agreement, notice shall be provided in accordance with Section 11.12 of the Services Agreement.

6.8. Interpretation

Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both parties to comply with HIPAA, the Privacy Rule, the Security Rule, and the HITECH Act.