

AccessOne Universal Medical Charge Account Agreement

ACCESSONE MEDICAL CHARGE ACCOUNT AGREEMENT

dated as of June 12, 2019,

by and between

ACCESSONE MEDCARD, INC.,

and

UNC HEALTH CARE SYSTEM

ACCESSONE MEDICAL CHARGE ACCOUNT AGREEMENT

This **AccessOne Medical Charge Account Agreement** (as amended from time to time, this "Agreement") is made as of June 12, 2019, by and between **AccessOne MedCard, Inc.**, a North Carolina corporation ("AccessOne"), and **UNC Health Care System**, an entity of the State of North Carolina (the "Provider").

Background Statement

The Provider would like their patients to be able to pay for goods and services with AccessOne medical charge accounts that are established and serviced by AccessOne.

Under this Agreement, AccessOne will establish revolving medical charge accounts (each, an "AccessOne Charge Account") in patients' names pursuant to revolving credit agreements (each, a "Revolving Credit Agreement"). A patient may pay for the Provider's healthcare goods and services by charging the cost of such goods and services to the patient's AccessOne Charge Account, and such charges ("Charges") are then posted to the patient's AccessOne Charge Account and serviced by AccessOne.

Statement of Agreement

In consideration of their respective obligations to each other, the parties agree as follows:

ARTICLE I

ACCESSONE CHARGE ACCOUNTS

1.1 Establishment of AccessOne Charge Accounts. AccessOne agrees to establish AccessOne Charge Accounts in favor of patients of the Provider who desire such accounts (each, a "Patient Accountholder"), and the Provider agrees to accept Charges to AccessOne Charge Accounts in payment for health care goods and services provided by the Provider to such individuals. The Provider will be deemed to accept payment with an AccessOne Charge Account with respect to any particular amount owed by a Patient Accountholder upon the posting of the applicable Charge to the Patient Accountholder's AccessOne Charge Account. Upon (i) the establishment of an AccessOne Charge Account with a patient and (ii) the posting of a Charge to such AccessOne Charge Account, the Provider's receivable from the patient (the "Patient") with respect to which such Charge relates (a "Patient Receivable") shall be deemed paid in full, as between the Patient and the Provider, and the Provider will hold a receivable from AccessOne (an "AccessOne Receivable") in the amount of the posted Charge, which shall be paid in accordance with the terms of this Agreement; provided, however, that the foregoing shall not in any way limit AccessOne's rights of subrogation or other rights under applicable law arising as a result of payment of the Patient Receivable.

1.2 Eligible Charges. AccessOne will have no obligation to establish an AccessOne Charge Account or to post a Charge to an AccessOne Charge Account unless the

Patient Receivable to which such Charge relates meets the following eligibility criteria (such Charges meeting such criteria, "Eligible Charges"):

(a) the Patient Receivable constitutes the legal, valid and binding obligation of the obligor of such Patient Receivable, enforceable against such obligor in accordance with its terms and is not subject to any dispute, offset, counterclaim or defense whatsoever and as such represents a *bona fide* obligation to the Provider;

(b) the Patient Receivable constitutes a receivable for health care services or supplies actually provided by the Provider and accepted by the Patient Accountholder;

(c) the obligor of the Patient Receivable is an individual who resides in the United States of America;

(d) the obligor of the Patient Receivable is not deceased or the subject of any voluntary or involuntary proceeding under any applicable state or federal bankruptcy, insolvency or other similar law;

(e) the Patient Receivable, and all services and goods sold by the Provider giving rise to the Patient Receivable, complies with all laws, rules, licenses and regulations applicable thereto;

(f) use of an AccessOne Charge Account to pay the Patient Receivable does not violate, or give rise to a default under, any material contract, lease, indenture or other material agreement binding upon the Provider, and all consents necessary to accept AccessOne Charge Accounts as payment have been obtained;

(g) the Patient Receivable is not in default at the time it is paid with an AccessOne Charge Account (and any default or delinquency that previously existed is deemed irrevocably waived by the Provider upon the posting of a Charge relating to such Patient Receivable to an AccessOne Charge Account), and the Patient Receivable is not the subject of any litigation or other proceeding or hearing before any court or governmental authority; and

(h) the Patient Receivable complies with such other eligibility criteria as AccessOne shall require in its reasonable judgment.

1.3 Provider Conditions. The obligation of AccessOne to establish an AccessOne Charge Account and to post Eligible Charges to such AccessOne Charge Account is subject to the conditions that the representations of the Provider set forth in **Article II** shall be true and correct and the Provider shall be in compliance with all of the terms and provisions set forth herein to be observed or performed on their part.

1.4 Payment to Provider. The AccessOne Receivable for each Patient Receivable paid with an AccessOne Charge Account is equal [REDACTED]



1.5 Patient Payment Options.

(a) The AccessOne medical charge account program makes certain payment options available to the Patient Accountholders, as follows:

(i) Interest-Free Options. The Patient Accountholders may make equal, interest-free monthly payments pursuant to the interest-free options set forth on Exhibits A and B hereto (each, an "Interest-Free Option"). If a Patient Accountholder should fail to timely make any of the required payments under the applicable Interest-Free Option, the remaining principal balance shall thereafter be treated like other revolving credit accounts as to which the Patient Accountholder did not elect to participate in an Interest-Free Option.

(ii) Low-Interest Options. The Patient Accountholder may make reduced monthly payments pursuant to the low-interest options set forth on Exhibits A and B hereto.

(iii) AccessOne Choice Fixed Payment Program. The AccessOne Choice Fixed Payment Program is a financial assistance program that offers a payment option, set forth on Exhibit C hereto, which is designed to provide assistance to uninsured and underinsured Patient Accountholders who qualify for the Provider's financial assistance program or who, because of a change in their financial circumstances, are unable to continue making regular payments. Charges are placed in the AccessOne Choice Fixed Payment Program only with the approval of, or upon the direction of, the Provider.

(iv) AccessOne Rollover Program. The AccessOne Rollover Program, as set forth on Exhibit F, is designed to convert Provider's Patient Receivables existing as of the date first described above ("Existing Provider Receivables") to AccessOne Receivables while providing those Patient's with an interest-free arrangement at the same amortization applicable to those Patients for the Existing Provider Receivables (as so converted, the Converted AccessOne Receivables"). For avoidance of doubt, no other Patient Receivables will be subject to Exhibit F.

(b) Unless stated otherwise in this Agreement, regardless of the payment method applicable to any revolving credit account,



[REDACTED]

1.6 Chargeback of Accounts. AccessOne shall have no obligation to pay an AccessOne Receivable arising from any Charges posted to an AccessOne Charge Account (i) to the extent the Patient Receivable related to any such Charges fails at any time to meet any of the eligibility criteria set forth in Section 1.2 hereof (other than any eligibility criteria under Section 1.2(h) imposed after the date of posting of any such Charge to the AccessOne Charge Account), or (ii) if the Patient Accountholder fails for three consecutive months to make the minimum monthly payment due in accordance with the Patient Accountholder's Revolving Credit Agreement (in each case, a "Patient Accountholder Default"). Upon any Patient Accountholder Default, AccessOne may reverse, or "chargeback", the unpaid portion of the AccessOne Receivable relating to the applicable Charges, and such Charges shall automatically be deemed again owing to the applicable Provider from the Patient who had owed the Patient Receivable that gave rise to such AccessOne Receivable.

1.7 Administration and Servicing. The following processes will be followed by AccessOne in administering and servicing the AccessOne Receivables and the AccessOne Charge Accounts established pursuant to this Agreement:

(a) AccessOne and the Provider shall establish a bi-weekly settlement date (each such date, a "Settlement Date"). The date on which all bi-weekly payments owing under this Agreement on AccessOne Receivables shall be paid shall be on the fourth business day after each Settlement Date (such payment due date, the "Payment Date"). AccessOne shall provide to the Provider a summary report with respect to the bi-weekly period prior to each Settlement Date (each, a "Settlement Summary Report") with detailed backup reports. These reports shall identify the charges, credits, chargebacks, bad debt transfers, and other fees payable under this Agreement and due with respect to the bi-weekly period prior to any Settlement Date. AccessOne shall be entitled to set off any amounts the Provider owes to AccessOne hereunder against any payments owing by AccessOne to the Provider hereunder, but AccessOne may elect, at any time and from time to time, not to set off any such amounts and may instead collect such amounts from the Provider. On the Payment Date, AccessOne shall transfer to the Provider's designated bank account, via electronic funds transfer, the amount due to the Provider as described on the Settlement Summary Report.

(b) Any payments received by the Provider from or on behalf of any Patient Accountholders for Charges posted to their AccessOne Charge Accounts shall be held in trust for AccessOne. The Provider shall notify AccessOne to allow proper crediting to the Patient Accountholders' accounts, and the amount received by the Provider that is due AccessOne will be deducted from payments due to the Provider from AccessOne (or, upon request by AccessOne, paid to AccessOne).

(c) The Provider will promptly notify AccessOne of (i) bankruptcy notices related to any Patient Accountholder and (ii) all notices to creditors from any personal representative under the estate of any deceased Patient Accountholder. If any payment previously made by a Patient Accountholder on a Charge is subsequently recouped from AccessOne by an obligor or trustee in bankruptcy as a preferential payment, the Provider shall promptly reimburse such recouped

amount to AccessOne if AccessOne made a payment to the Provider based on such recouped amount.

1.8 Implementation Payment. Provider shall pay AccessOne \$75,000 on November 1, 2019 (“Implementation Payment”) if by October 31, 2019 the Provider has not given notice to the Patient Accounts with Existing Provider Receivables regarding the AccessOne program as described in Exhibit F, and Provider has not accepted Charges to AccessOne Charge Accounts (“Go Live”). For avoidance of doubt, if AccessOne elects to delay Go Live then no Implementation Payment is due.

1.9 Funding. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

n.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF THE PROVIDER

The Provider represents and covenants to AccessOne as follows:

2.1 Status; Authorization. The Provider is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization. The Provider has full power and authority to enter into this Agreement and to incur the obligations provided for herein, all of which have been fully authorized by all proper and necessary action. The parties executing this Agreement on behalf of the Provider are duly authorized to do so, and the execution, delivery and performance of this Agreement (i) do not constitute a breach of the Provider’s organizational documents, (ii) will not constitute an event of default under any agreement to which the Provider is a party, and (iii) do not violate any law or any order, rule or regulation applicable to the Provider or any of its properties.

2.2 Binding Obligation. This Agreement, when executed by all parties, and each of the other documents executed and delivered in connection herewith to which the Provider is a party, will constitute the legal, valid and binding obligation of the Provider, enforceable against the Provider in accordance with the terms hereof and thereof.

2.3 Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any governmental authority is required for the due execution, delivery and performance by the Provider of this Agreement.

2.4 Insolvency Proceedings. The Provider is not the subject of any voluntary or involuntary proceeding under any applicable state or federal bankruptcy, insolvency or other similar law.

2.5 Litigation. There are no actions, suits, proceedings or investigations pending or threatened against the Provider before any court or arbitrator or before or by any governmental authority which challenges the transactions under this Agreement.

2.6 Eligibility. Each Patient Receivable with respect to which a Charge is posted to an AccessOne Charge Account shall meet each of the eligibility criteria set forth in Section 1.2. The Provider acknowledges that the relationship between AccessOne and each Patient Accountholder is a voluntary relationship, for the benefit of the Patient Accountholder, to permit the Patient Accountholder to better manage his or her current obligations to the Provider, and that AccessOne is not a collection agency that is in the business of collecting delinquent or defaulted accounts.

ARTICLE III

MISCELLANEOUS

3.1 Termination of Establishment of New Accounts. The ongoing use of AccessOne Charge Accounts shall be subject to termination by either party (i) effective immediately upon the delivery of written notice to the other parties, after a material breach of this Agreement by such other party or parties, or (ii) at any time without cause, provided notice of termination is given to the other party or parties at least 30 days prior to the effective date of termination. Upon any such termination, AccessOne shall continue to service, in accordance with the terms of this Agreement, the AccessOne Charge Accounts established prior to such date of termination, unless the Provider notifies AccessOne that it shall thereafter service such accounts. All obligations of each party hereunder with respect to any previously established accounts shall survive any such termination, including the payment obligations of AccessOne under Section 1.4.

3.2 Further Assurances. The Provider agrees that, as to any amount owing to the Provider that is paid with an AccessOne Charge Account, it will upon demand execute and deliver to AccessOne such instruments and documents, provide such information and take all further actions as may be reasonably required to enable AccessOne to establish its title to the Eligible Charge arising out of such amount or otherwise to perfect, protect or more fully evidence such ownership, and to service such AccessOne Charge Account. Without limiting the generality of the foregoing, the Provider hereby authorizes AccessOne to endorse such Provider's name on checks and other instruments representing payments on such Charges posted to an AccessOne Charge Account and to enforce such Charges posted to an AccessOne Charge Account and the related contracts.

3.3 Notices. Notices and other communications to the parties shall, unless otherwise provided, be in writing addressed or delivered to the party at the address indicated on the signature page of this Agreement or such other address as is communicated in writing

to the other party in accordance with this Section. Notice by electronic mail shall also be permitted. Each such notice shall be effective as of the date of its receipt.

3.4 Assignment. The Provider will not assign, pledge or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of AccessOne. Upon execution, this Agreement will be assigned by AccessOne as collateral security to its financing sources. AccessOne may further assign, sell, pledge or otherwise transfer its rights under this Agreement to any of AccessOne's financing sources upon prior written notice to the Provider. Any such financing source may, in turn, assign, sell, pledge or otherwise transfer its rights under this Agreement to any party, without restriction, upon prior written notice to the Provider.

3.5 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute an original, but all of which, when taken together, shall constitute but one and the same instrument. Execution of this Agreement by electronic or facsimile signature shall be deemed to be, and shall have the same effect as, execution by original signature.

3.6 Governing Law and Jurisdiction. This Agreement is made in and shall be construed in accordance with the laws and judicial decisions of the State of North Carolina. AccessOne and the Provider agree that any dispute arising out of this Agreement shall be adjudicated in either the state or federal courts of North Carolina and in no other forum. For that purpose, AccessOne and the Provider hereby submit to the jurisdiction of the state and/or federal courts of North Carolina. AccessOne and the Provider waive any defense that venue is not proper for any action brought in any federal or state court in the State of North Carolina in connection with or arising out of this Agreement.

3.7 HIPAA. AccessOne acknowledges that the Provider is regulated under state and federal laws regarding the confidentiality and security of individually identifiable health information ("Protected Health Information" or "PHI"), including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), commonly known as HIPAA, and rules and regulations adopted in connection therewith. If, in the course of performing its obligations under this Agreement, AccessOne obtains or has access to PHI, AccessOne agrees that it shall hold such PHI in strict confidence and it shall not be used by AccessOne or disclosed by AccessOne except as specifically provided in the Business Associate Agreement entered into between the parties or as permitted by law.

Accordingly, AccessOne agrees that it may be considered a "business associate" of Provider under HIPAA and agrees to execute Provider's Business Associate Agreement attached hereto and made a part hereof, and included as **Exhibit G**.

3.8 501(r) Billing and Collection Procedures.

(a) AccessOne does not report credit information relating to its AccessOne Charge Accounts to any credit reporting agency or bureau; does not engage Patient Accountholders in any legal or judicial process for reasons of non-payment; and does not knowingly engage in any extraordinary collection actions.

(b) AccessOne does not knowingly charge interest in excess of the Applicable Federal Rate in effect from time to time under 26 U.S. Code § 6621(a)(2) prior to the expiration of the 120 day notification period that begins on the date of the first post-discharge billing or, if applicable, the 240 day application period that applies if the Provider receives an application for financial assistance.

(c) Charges eligible for financial assistance that have been posted to an AccessOne Charge Account shall be reversed by the Provider, and they are then charged back by AccessOne.

(d) To ensure that the AccessOne medical charge account program complies with IRC 501(r), AccessOne performs monthly audits of all Charges that are charged back to the Provider for reasons of financial assistance. Any fees or interest inadvertently charged to these accounts are identified, disclosed and corrected in the ordinary course of business, as soon as practicable.

(e) If there are any adjustments to a Charge resulting from any of the foregoing, there will be a corresponding adjustment, if applicable, to the AccessOne Receivable relating to such Charge.

3.9 Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

3.10 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns as permitted hereunder.

3.11 Indemnity.

To the extent permitted by applicable law, including the North Carolina Tort Claims Act, AccessOne agrees to defend, indemnify, and hold harmless the Provider, its officers, directors, employees, successors and assigns, from and against any and all direct liability, claims, and costs, including court costs, costs in connection with the attempts to collect the obligations and liabilities under this Agreement, and reasonable attorney's fees arising out of or from: (a) any death, personal injury or property damage caused by the negligence or intentionally wrongful acts of AccessOne, its agents, employees and independent contractors, (b) the breach by AccessOne or its subcontractors of the provisions of this Agreement, and (c) other negligent or wrongful acts or omissions of AccessOne, its agents, employees or subcontractors. The requirements of this Section will survive the expiration or termination of this Agreement.

To the extent permitted by applicable law, including the North Carolina Tort Claims Act, the Provider agrees to defend, indemnify, and hold harmless AccessOne, its officers, directors, employees, successors and assigns, from and against any and all direct liability, claims, and costs, including court costs, costs in connection with the attempts to collect the obligations and liabilities under this Agreement, and reasonable attorney's fees arising out of or from: (a)

any death, personal injury or property damage caused by the negligence or intentionally wrongful acts of the Provider, its agents, employees and independent contractors, (b) the breach by the Provider or its subcontractors of the provisions of this Agreement, and (c) other negligent or wrongful acts or omissions of the Provider, its agents, employees or subcontractors. The requirements of this Section will survive the expiration or termination of this Agreement.

3.12 Access to Records. In compliance with 42 U.S.C. 1395x (v)(1)(I) and implementing regulations, the AccessOne agrees, until the expiration of four (4) years after the services are furnished under this Agreement, to allow the Secretary of the Department of Health and Human Services and the Comptroller General access to this Agreement, all applicable purchase orders, and to the books, documents and records of the AccessOne necessary to verify the nature and extent of the costs of this Agreement. AccessOne further agrees that if any of the duties of this Agreement are carried out by a subcontractor of AccessOne, such subcontract will contain a clause to the effect that, until the expiration of four (4) years after the services are furnished under such subcontract, the Secretary of the Department of Health and Human Services and the Comptroller General will have access to such subcontract and to the books, documents and records of the subcontractor necessary to verify the nature and extent of the costs of such subcontract. This Section will survive the expiration or termination of this Agreement.

Additionally, The State of North Carolina Auditor and the Provider's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of AccessOne during the term of the contract to verify accounts and data affecting fees or performance).

3.14 Federal and State Work Authorization Verification - Certification Required Pursuant to NCGS §143-48.5. To the extent required by NCGS §143-48.5, AccessOne certifies that it and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the N.C. General Statutes, verifying the work authorization of its employees through the federal E-Verify system (www.uscis.gov).

3.15 Equal Employment Opportunity and Facilities Access. During the performance of this Agreement, AccessOne agrees to comply with all Federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR §§60-1.4, 60-300.5 and 60-741.5, which equal opportunity clauses are hereby incorporated by reference.

3.16 Confidentiality. Trade Secrets Designated by AccessOne. For purposes of this Agreement, the term "Trade Secrets" is restricted solely to information provided by AccessOne that satisfies the definition of trade secret set out in N.C.G.S. § 66-152, and it does not include AccessOne price information under any circumstances. AccessOne warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that any information disclosed to the Provider that it has designated as trade secret or confidential meets the requirements of N.C.G.S. § 66-152. The

Provider, as an agency of the State of North Carolina, may serve as custodian of AccessOne's confidential information and not as an arbiter of claims against AccessOne's assertion of confidentiality. Insofar as is permitted by law and regulatory or accrediting agencies, the Provider will maintain the confidentiality of information warranted in good faith by AccessOne as meeting the requirements of N.C.G.S. § 66-152. Notwithstanding, if an action is brought pursuant to N.C.G.S. § 132-9 (North Carolina Public Records Act) or other authority to compel the Provider to disclose information AccessOne has designated as confidential or trade secret, AccessOne agrees that it will intervene in the action through its counsel and participate in defending the Provider, including any public official(s) or public employee(s). AccessOne agrees that it shall hold the Provider and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against Provider in such an action. Provider agrees to promptly notify AccessOne in writing of any action seeking to compel the disclosure of AccessOne's confidential information. The Provider shall have the right, at its option and expense, to participate in the defense of such an action through its counsel. The Provider shall have no liability to AccessOne with respect to the disclosure of AccessOne's confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. § 132-9 or other applicable law, or required by law or regulatory or accrediting agencies.

Provider Confidential Information Protected by Law. For purposes of this Agreement, "Provider confidential information" shall include certain classes of information whose confidentiality the Provider is obligated by federal or state law to protect, including patient information and employee information of which the Provider is custodian. AccessOne agrees to hold Provider confidential information in strictest confidence and (a) to use the Provider's confidential information disclosed to it solely for the purpose required in connection with the business relationship of the parties as expressed in this Agreement; (b) not to disclose the Provider's confidential information to any person or entity other than its agents, employees, or representatives who have a need to know such information and in accordance with the provisions of this Section and in accordance with AccessOne's obligations under state and federal law; (c) not to reproduce, distribute, or otherwise disseminate Provider confidential information; and (d) to return Provider confidential information to the Provider upon its request or upon the termination of this Agreement, whichever occurs first.

AccessOne agrees to incorporate all of the confidentiality protections described in this Section into all contracts it enters into with third parties for purposes of carrying out its obligations under this Agreement. AccessOne warrants that its obligations regarding Provider confidential information will be made known to and honored by its agents, employees, and representatives; by its third-party contractors and their agents, employees, and representatives; and by any subsidiary company, parent company, or company related to such party by common ownership, and its agents, employees, and representatives. The obligations of AccessOne and its employees, agents, and representatives, and any subsidiary company, parent company, or company related to such party by common ownership, and its agents, employees, and representatives, under this Section shall survive the expiration, termination, or cancellation of this Agreement and/or the business relationship of the parties, and shall continue to bind these entities. Except under the conditions specified in this Section, Provider confidential information shall not be disclosed at any time following the execution of this Agreement.

3.17 Compliance with Laws, etc. The Provider has obtained all material licenses, permits, franchises, and other governmental authorizations necessary for the ownership of its properties and the conduct of its business. The Provider will comply in all material respects with all applicable current and future laws, ordinances, rules, regulations, orders and decrees of any governmental authority having jurisdiction over the Provider (including, without limitation and as applicable, those related to the provision of health care services and sale of health care products).

AccessOne has obtained all material licenses, permits, franchises, and other governmental authorizations necessary for the ownership of its properties and the conduct of its business. AccessOne will comply in all material respects with all applicable current and future laws, ordinances, rules, regulations, orders and decrees of any governmental authority having jurisdiction over AccessOne (including, without limitation and as applicable, those related to the provision of health care services and sale of health care products).

3.18 Advertising. AccessOne shall not use the award of this Agreement or its participation in this agreement as part of any news release or commercial advertising without the prior written consent of the Provider.

3.19 Independent Contractor. AccessOne shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. AccessOne represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Provider.

3.20 Effectiveness; Entire Agreement. This Agreement shall become effective when each of the parties hereto executes and delivers its signature page to the other parties. This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior agreements relating to the subject matter hereof. This Agreement may be modified, altered or changed only by an agreement in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

ACCESSONE MEDCARD, INC.

By: 
Name: Mark J. Spinner
Title: Chief Executive Officer

360 Kingsley Park Drive
Suite 300
Fort Mill, South Carolina 29715-6408
Attention: Mark J. Spinner

UNC HEALTH CARE SYSTEM

By: _____
Name: Mark F. Miller
Title: Senior Vice President Finance

ADDRESS:


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

ACCESSONE MEDCARD, INC.

By: _____
Name: Mark J. Spinner
Title: Chief Executive Officer

360 Kingsley Park Drive
Suite 300
Fort Mill, South Carolina 29715-6408
Attention: Mark J. Spinner

UNC HEALTH CARE SYSTEM

By:  _____
Name: Mark F. Miller
Title: Senior Vice President Finance

ADDRESS:

211 Friday Center Drive
suite 1002
Chapel Hill, NC
27517

Exhibit A

AccessOne Choice

The AccessOne Choice Program offers Patient Accountholders the following payment options for Charges with an initial principal balance of up to \$15,000:

Interest-Free Options:

- 12 equal, monthly, interest-free payments for Charges greater than \$35 up to \$900;
- 18 equal, monthly, interest-free payments for Charges greater than \$900 up to \$1,800;
- 24 equal, monthly, interest-free payments for Charges greater than \$1,800 up to \$3,000;
- 36 equal, monthly, interest-free payments for Charges greater than \$3,000 up to \$5,000; and
- 48 equal, monthly, interest-free payments for Charges greater than \$5,000 up to \$15,000; or

Low-Interest Option:

- Reduced monthly payments for periods up to twice those listed above at an APR equal to the prime rate plus 6% per annum but in no event greater than a 72 month term.

Exhibit B

AccessOne Choice 15+

The AccessOne Choice 15+ Program offers Patient Accountholders the following payment options for Charges with an initial principal balance in excess of \$15,000:

Interest-Free Options:

- 48 equal, monthly, interest-free payments for Charges greater than \$15,000; or

Ultra-Low Interest Option:

- Reduced monthly payments at an APR equal to a fixed rate of 2.5% per annum but in no event greater than a 72 month term.

Exhibit C

AccessOne Choice Fixed Payment Program

This Exhibit C shall not be operational absent mutual agreement of the Provider and AccessOne as to terms and criteria.

The AccessOne Fixed Payment Program permits the Provider to offer interest-free, fixed monthly payments in any amounts determined by the Provider and accepted by the Patient Accountholder. Any principal amount is eligible and such amount may be repaid in any minimum monthly amount approved by the Provider.

Exhibit D

Reserved

Exhibit E

[REDACTED]

1. Funding Generally.

[REDACTED]

[REDACTED]

[REDACTED]

provided in **Section 1.4** of the Agreement (with the corresponding Servicing Fee provided in **Section 1.4**), until AccessOne is able to restore or increase available funding. In such event, the Provider may immediately terminate the ongoing acceptance of AccessOne Charge Accounts under this Agreement by giving written notice to AccessOne.

6. Administration and Servicing. Each Settlement Summary Report shall also identify the aggregate amount of Accelerated Payments and Chargeback Amounts.

7. Servicing Fee Rebate.

(a) Based on AccessOne's proprietary modeling

[REDACTED]

(b)

[REDACTED]

8. Representations.

(a) In connection with the Predictable Funding Option, the Provider represents to AccessOne that (i) the financial statements of the Provider that has been furnished to AccessOne fairly present the financial condition and business of the Provider and its consolidated subsidiaries as shown therein as of the Provider's most recent fiscal year end, and since such date

there has been no material adverse change in any such financial condition or business of the Provider; and (ii) no information provided by the Provider to AccessOne was inaccurate or misleading in any material respect as of the date furnished to AccessOne.

9. Eligibility for Predictable Funding.

(a) The Provider is eligible to participate in the Predictable Funding Option if all of the following conditions are met:

(i) if the Provider has a credit rating for its senior unsecured long-term debt securities, such credit rating must be at least a Standard & Poor's BBB-, a Moody's Baa3 or a Fitch's BBB-;

(ii) if the State of North Carolina has a credit rating for its senior unsecured long-term debt securities, such credit rating must be at least a Standard & Poor's BBB-, a Moody's Baa3 or a Fitch's BBB-;

(iii) the Provider must maintain a Debt Service Coverage Ratio of not less than 1.2 to 1.0. "Debt Service Coverage Ratio" means the ratio of (i) net income from operations for the most recently ended four consecutive fiscal quarters, plus interest expense, depreciation, and amortization for such period, divided by (ii) the sum of the current portion of long term debt and capital lease obligations for the most recently ended four consecutive fiscal quarters, plus interest expense for such period, in each case calculated for the Provider and its consolidated subsidiaries in accordance with generally accepted accounting principles ("GAAP");

(iv) the Provider must maintain Days of Cash on Hand of not less than 75 days at the end of each fiscal quarter. "Days of Cash on Hand" means (i) the sum of cash, unrestricted short term investments, including Board Designated Funded Depreciation, and short term investments restricted for debt payment at the end of any fiscal quarter, divided by (ii) the quotient of (A) total operating expenses less depreciation and amortization for the four consecutive fiscal quarters ending with such fiscal quarter, divided by (B) 365, in each case calculated for the Provider and its consolidated subsidiaries in accordance with GAAP; and

(v) the lenders to AccessOne then financing the Accelerated Payments shall have approved the funding of the Fundable Eligible Charges, the Provider shall have delivered its consent to AccessOne's collateral assignment to the lenders of AccessOne's rights hereunder, in form and substance acceptable to such lenders.

(b) In addition, even if the Provider does not meet the conditions set forth in **Section 9(a)**, the Provider is eligible to participate in the Predictable Funding Option if the Provider has delivered to AccessOne an irrevocable letter of credit in favor of AccessOne, issued by a financial institution reasonably acceptable to AccessOne, and in form and substance reasonably acceptable to AccessOne (a "Letter of Credit"); provided that AccessOne shall not be obligated to pay any Accelerated Payments to the extent such payments would cause the aggregate Accelerated Payments outstanding for all Fundable Eligible Charges to exceed the stated amount of the Letter of Credit (the "Stated Amount"). The Letter of Credit may be drawn by

AccessOne, in an amount equal to the Chargeback Amounts owing to AccessOne, if the Provider fails to pay to AccessOne any such Chargeback Amounts. The Letter of Credit shall, without limitation, (i) allow for multiple, partial draws by AccessOne up to the Stated Amount, (ii) be drawable upon physical presentation by AccessOne of the Letter of Credit and completed sight draft, prior to the expiration date thereof, accompanied by a completed certificate signed by an authorized officer of AccessOne stating only that AccessOne is entitled to draw on the Letter of Credit in the amount of the sight draft, and (iii) provide that (A) the issuing bank will provide AccessOne with written notification of at least 30 days prior to the expiration date of the Letter of Credit and (B) AccessOne may draw the entire Stated Amount on the expiration date of the Letter of Credit if the Provider has not renewed or extended the Letter of Credit or replaced the Letter of Credit with another Letter of Credit meeting the criteria set forth in this section prior to the date that is 30 days prior to the expiration date of the Letter of Credit.

(c) If the Provider is eligible to participate in the Predictable Funding Option as provided in **Section 9(a)** or **(b)**, they may elect to do so upon 30 days' prior notice to AccessOne. In addition, the Provider may at any time elect not to continue to participate in the Predictable Funding Option, and instead receive payment for Fundable Eligible Charges on a deferred basis as payments are made on the AccessOne Charge Accounts, at any time upon 30 days' prior written notice to AccessOne.

(d) If the Provider should ever fail to satisfy any of the criteria in **Section 9(a)** and the Provider has not delivered a Letter of Credit to AccessOne in accordance with **Section 9(b)**, (i) all payments to the Provider for Fundable Eligible Charges shall be made on a deferred basis, as provided in **Section 1.4** of the Agreement (with the Servicing Fee as provided in **Section 1.4**) until the Provider either satisfies the criteria in **Section 9(a)** or the Provider delivers to AccessOne a Letter of Credit in accordance with **Section 9(b)** and (ii) within 30 days after the date (the "Ineligible Date") that the Provider fails to satisfy any of the criteria in **Section 9(a)**, the Provider shall deliver to AccessOne a Letter of Credit that complies with all of the terms set forth in **Section 9(b)**, including the requirement that it be in form and substance reasonably acceptable to AccessOne, but which is for a Stated Amount equal to at least 30% of the total Chargeback Amounts for which the Provider could be liable to AccessOne, calculated as of the Settlement Date preceding the Ineligible Date.

10. **Delivery of Financial Statements.** The Provider shall provide to AccessOne as soon as available, (i) a complete copy of the fiscal year-end financial statements of the Provider and its consolidated subsidiaries for such fiscal period prepared in accordance with GAAP consistently applied, which shall be certified by independent certified public accountants or state auditor, and (ii) within 45 days after the end of each fiscal quarter, a complete copy of the financial statements of the Provider and its consolidated subsidiaries for such fiscal quarter prepared in accordance with GAAP consistently applied, and (iii) in each case under clauses (i) and (ii) above, a certificate of an appropriate officer of the Provider setting forth in reasonable detail the calculations required to establish whether the Provider is in compliance with **Section 9(a)**, on the date of such financial statements. The Provider authorizes AccessOne to provide the financial information delivered by the Provider hereunder to any lender then financing the Accelerated Payments.

11. Further Assurances. The Provider agrees that it will, upon demand, execute and deliver to AccessOne such instruments and documents, provide such information and take all further actions as may be reasonably required to enable AccessOne to exercise or enforce its rights under or in connection with this Agreement or to otherwise carry out the intent of this Agreement; provided, however, that notwithstanding any other provision in this Agreement, no party hereto shall be required to provide information the delivery of which would violate any law or regulation.

EXHIBIT F

1. AccessOne Rollover Program

(a) AccessOne agrees to establish AccessOne Charge Accounts in favor of Patient Accountholders with Existing Provider Receivables. Upon the establishment of an AccessOne Charge Account with a Patient obligated on an Existing Provider Receivable, [REDACTED] All Converted AccessOne Receivables shall be interest-free and at the same amortization applicable to those patients for the Existing Provider Receivables. The Provider's Existing Provider Receivable from the Patient Accountholder with respect to which such Accelerated Payment relates shall be deemed paid in full as between the Patient Accountholder and the Provider. If new Eligible Charges are posted to an AccessOne Charge Account initially created for a Converted AccessOne Receivable, and the account is current, such new Eligible Charges shall be eligible for an Accelerated Payment pursuant to **Exhibit E**.

(b) Only Existing Provider Receivables w [REDACTED] eligible to become Converted AccessOne Receivables. Except for **Sections 10 and 11 of Exhibit E**, which are hereby incorporated in this **Exhibit F** and applicable to Converted AccessOne Receivables, Existing Provider Receivables converted to Converted AccessOne Receivables pursuant to this **Exhibit F** are not subject to the terms of **Exhibit E**; *provided, however*, if the Provider does not meet the conditions set forth in **Section 9(a) of Exhibit E**, (i) the then aggregate principal balance of the Converted AccessOne Receivables shall be included (A) in the Fundable Eligible Charges in relation to the Stated Amount of any Letter of Credit provided in **Section 9(b) of Exhibit E** and (B) in the total Chargeback Amounts in relation to the Stated Amount of any Letter of Credit provided in **Section 9(d) of Exhibit E** and (ii) if the Predictable Funding Option is not in effect on the Ineligible Date, the Provider shall deliver to AccessOne a Letter of Credit that complies with all of the terms set forth in **Section 9(b) of Exhibit E**, including the requirement that it be in form and substance reasonably acceptable to AccessOne, but which is for a Stated Amount equal to at least 30% of the total Converted AccessOne Receivables for which the Provider could be liable to AccessOne, calculated as of the Settlement Date preceding the Ineligible Date.

2. Chargeback of Accounts.

(a) If AccessOne has paid an Accelerated Payment pursuant to this **Exhibit F** on a Converted AccessOne Receivable that becomes subject to a Patient Accountholder Default, AccessOne shall charge back the defaulted Charge to the Provider, and the Provider shall pay to AccessOne in connection with the chargeback the Chargeback Amount. Similarly, if AccessOne has paid an Accelerated Payment on a Converted AccessOne Receivable that arose from a Patient Receivable that is thereafter reduced by any amount for any reason, including because the Provider receives payment on the Patient Receivable from any Person (other than AccessOne), or because the Provider adjusts the principal amount of such Patient Receivable lower for any other reason, AccessOne shall charge back to the Provider the amount of such reduction or adjustment, and the Provider shall pay the corresponding Chargeback Amount to AccessOne. Any such chargebacks shall be settled through offsets in connection with the bi-weekly settlement process; provided, however should there be a default by the Provider under

this Agreement setoffs shall be at the option of AccessOne. If Chargebacks exceed the amount owed by AccessOne to Provider, the Chargeback Amounts shall be paid to AccessOne within 30 days after the Provider receives written notice of the chargeback.

(b) The obligation of the Provider to pay the Chargeback Amounts shall be absolute and unconditional and not subject to any abatement, reduction, setoff, defense, counterclaim or recoupment due or alleged to be due to, or by reason of, any past, present or future claims that the Provider may have against AccessOne or any other person or for any reason whatsoever. The Provider hereby acknowledges that all individuals are eligible to participate in the AccessOne medical charge account program without regard to their creditworthiness, and the Provider further acknowledges that they are not relying on AccessOne to conduct any evaluations of any individual's creditworthiness as a condition to participation in the program.

3. Administration and Servicing. Each Settlement Summary Report shall also identify the aggregate amount of Accelerated Payments and Chargeback Amounts with respect to Converted AccessOne Receivables.

4. Representations. In connection with converting Existing Provider Receivables to Converted AccessOne Receivables, the Provider represents and certifies to AccessOne that (i) the financial statements of the Provider that have been furnished to AccessOne fairly present the financial condition and business of the Provider and its consolidated subsidiaries as shown therein as of the Provider's most recent fiscal year end, and since such date there has been no material adverse change in any such financial condition or business of the Provider; and (ii) no information provided by the Provider to AccessOne was inaccurate or misleading in any material respect as of the date furnished to AccessOne.

Annex I

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CONSENT AGREEMENT

Reference is made to (a) that certain Medical Charge Account Agreement dated as of June 12, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Contract"), by and between AccessOne MedCard, Inc., a North Carolina corporation ("AccessOne") and UNC Health Care System, an entity of the State of North Carolina (the "Provider"), (b) that certain Credit Agreement, dated May 11, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among AccessOne (together with each other entity that from time to time becomes a borrower under the Credit Agreement in accordance with the terms thereof, collectively, the "Borrowers" and individually a "Borrower"), AccessOne Holdings, Inc., a Delaware corporation, Healthcare Financial Solutions, LLC, as a lender and as Agent for the lenders party thereto (the "Agent"), and the lenders from time to time party thereto (the "Lenders"), and (c) that certain Collateral Assignment of Contract, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Assignment") by AccessOne in favor of Agent.

The Provider acknowledges that AccessOne and Agent have entered into the Collateral Assignment pursuant to which AccessOne has, among other things, collaterally assigned the Contract to Agent (or any of its designees or transferees), including all of its rights under the Contract as collateral security for certain obligations owed by AccessOne to Agent and the Lenders (or any of their designees or transferees) under the Credit Agreement. For and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

The Provider understands and acknowledges that the obligations of the Provider under the Contract have been collaterally assigned to the Agent and Lenders as security for indebtedness of the Borrowers to the Agent and Lenders under the Credit Agreement and consents to such collateral assignment. The Provider understands and acknowledges that the undersigned's execution and delivery of this Agreement supports the advancement of funds by the Lenders to the Borrowers for the purpose of establishing medical charge accounts for the Provider's patients from the Provider, and the Provider further acknowledges that it will derive direct and indirect economic benefits from the making of the loans by the Lenders to the Borrowers. Further, the Provider agrees that after it has received a notice from Agent directing it to make all (or some but not all if the notice so specifies) payments due under the Contract directly to Agent, it shall pay such amounts directly to Agent as and when the same become due and payable, in accordance with the terms of the Contract until such time as Agent notifies the Provider that it may resume making payments to AccessOne and agrees that during such period it shall not be able to fulfill its obligations under the Contract by paying such amounts to AccessOne. The Provider is fully entitled to rely on such directions from Agent and are under no obligation to inquire or determine whether an Event of Default exists or whether Agent is entitled, under any separate agreement between AccessOne and Agent, to give such directions. The Provider may rely on directions received from Agent which the Provider believe in good faith come from the appropriate party.

The Provider agrees that Agent and Lenders may at any time and from time to time without the consent of or notice to the Provider amend, supplement, restate or otherwise modify in any manner the Credit Agreement or any other Loan Document (as defined in the Credit Agreement). The Provider further agrees that it shall not assign any of its rights, duties or

obligations under the Contract unless the assignee acknowledges pursuant to a writing satisfactory to Agent all of such Provider's duties under the Contract and under this Agreement.

The Provider agrees that it is responsible for any obligation or portion thereof, of the Provider to AccessOne, Agent or any Lender which has been paid by the Provider to AccessOne, Agent or any Lender and which AccessOne, Agent or any Lender is subsequently required to return to the Provider or a trustee for the Provider in any bankruptcy or insolvency proceeding relating to the Provider. The Provider further agrees that it shall not have any right of subrogation, reimbursement or indemnity whatsoever, nor shall it have any right of recourse to security for the obligations of the Provider to AccessOne, the Agent or any Lender unless and until all of the obligations of the Provider to AccessOne, the Agent or any Lender under the Contract have been paid in full. The Provider hereby waives, to the extent avoidable under any provision of the Bankruptcy Code, any right arising upon payment by the Provider of any obligation under this Agreement to assert a claim against the bankruptcy estate of the Provider or any Borrower.

This Agreement shall inure to the benefit of Agent and Lenders, their respective successors and assigns, and shall remain in force until all of the Obligations have been indefeasibly paid in full in cash.

The Provider represents and covenants to Agent that: (i) each of the Contract and this Agreement is enforceable against the Provider in accordance with its terms; (iv) the execution and delivery of the Contract and this Agreement does not violate or constitute a breach of any agreement to which the Provider is a party; and (v) there is no litigation, claim, action or proceeding pending or, to the best knowledge of the Provider, threatened against the Provider which would materially adversely affect the financial condition of the Provider or its ability to fulfill its obligations hereunder.

This Agreement is made in and shall be construed in accordance with the laws and judicial decisions of the State of North Carolina. Each of the undersigned agrees that any dispute arising out of this Agreement shall be adjudicated in either the state or federal courts of North Carolina and in no other forum. For that purpose, each of the undersigned hereby submits to the jurisdiction of the state and/or federal courts of North Carolina. Each of the undersigned waives any defense that venue is not proper for any action brought in any federal or state court in the State of North Carolina.

This Agreement may be executed in several counterparts, each of which will constitute an original, but all of which, when taken together, shall constitute but one and the same instrument. Execution of this Agreement by facsimile signature shall be deemed to be, and shall have the same effect as, execution by original signature.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent Agreement under seal as of the 12th day June, 2019.

UNC HEALTH CARE SYSTEM

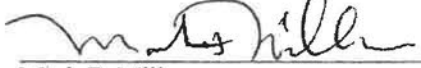
By: 
Name: Mark F. Miller
Title: Senior Vice President Finance

Exhibit G

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made effective the 12th of June 2019, by and between UNC Health Care System, on behalf of each of its members and affiliates who are parties to the Arrangement Agreement referenced herein, hereinafter referred to as "Covered Entity", and AccessOne MedCard, Inc., hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties"). This Agreement supersedes any previously executed Business Associate Agreement between the parties.

WITNESSETH:

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity (the agreement evidencing such arrangement is referred to herein as the "Arrangement Agreement" and is made a part hereof); and

WHEREAS, pursuant to such arrangement, Business Associate may have access to Protected Health Information (as defined below) and may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996's ("HIPAA") General Administrative Requirements, Administrative Requirements, and Privacy and Security rules in 45 CFR Parts 160, 162, and 164 (the "HIPAA Rule"); and

WHEREAS, the Parties desire to enter into this Agreement in order to comply with HIPAA, the HIPAA Rule, and Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH"), which together require that a covered entity and its business associate enter into a business associate agreement that meets certain requirements; and

NOW, THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Rule and HITECH, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rule and HITECH and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Rule.

II. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

(a) Business Associate may use or disclose Protected Health Information as necessary to carry out its duties to Covered Entity pursuant to the terms of the Arrangement Agreement.

(b) Business Associate may use or disclose Protected Health Information as Required By Law.

(c) Business Associate may use or disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that, with respect to any such disclosure, (i) the disclosure is Required By Law; or (ii) Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that it will be kept confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached

III. LIMITATIONS ON USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

(b) All Uses and Disclosures of Protected Health Information by Business Associate are subject to the minimum necessary rule of the Privacy Rule.

(c) Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

IV. PRIVACY AND SECURITY REQUIREMENTS

(a) Business Associate will implement appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as permitted in this Agreement.

(b) To the extent Business Associate carries out one or more obligations of Covered Entity under the HIPAA Rule, Business Associate shall comply with the applicable provisions of the HIPAA Rule as if such Use or Disclosure were made by Covered Entity.

(c) In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure any Subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

V. AVAILABILITY OF PROTECTED HEALTH INFORMATION, AMENDMENTS, AND ACCOUNTING OF DISCLOSURES

(a) Access to Protected Health Information. Business Associate shall make available Protected Health Information in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.524.

(b) Amendment of Protected Health Information. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526.

(c) Accounting of Disclosures. Business Associate shall maintain and make available to Covered Entity the information required to provide an accounting of Disclosures of Protected Health Information, as required by 45 CFR § 164.528.

VI. AVAILABILITY OF BOOKS AND RECORDS; AUDITS

Business Associate will make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the Department of Health and Human Services for purposes of the Secretary determining Covered Entity's compliance with the terms of the HIPAA Rule.

VII. REPORTING TO COVERED ENTITY

Business Associate shall report to Covered Entity using the contact information on Exhibit A any Use or Disclosure of Protected Health Information that is not in compliance with the terms of this Agreement, as well as any Security Incident and any actual or suspected Breach, of which it becomes aware. Such notification shall contain the elements required by 45 CFR § 164.410. The Parties acknowledge and agree that this

Section VII constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of "Unsuccessful Security Incidents" for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, disclosure, modification or destruction of Covered Entity's PHI or intentional interference with system operations in an information system that contains Covered Entity PHI.

IX. TERMINATION

(a) This Agreement shall be effective as of the date first set forth above and shall terminate upon the earlier of (i) the termination of all agreements between the parties, and (ii) the termination by Covered Entity for cause as provided herein.

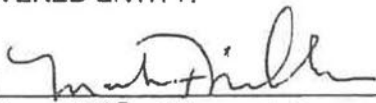
(b) Notwithstanding anything in this Agreement or the Arrangement Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement.

(c) At termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return (in a manner or process approved by the Covered Entity) or destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, Business Associate will (i) retain only that Protected Health Information necessary under the circumstances; (ii) return or destroy the remaining Protected Health Information that the Business Associate still maintains in any form; (iii) extend the protections of this Agreement to the retained Protected Health Information; (iv) limit further Uses and Disclosures to those purposes that make the return or destruction of the Protected Health Information not feasible; and (v) return or destroy the retained Protected Health Information when it is no longer needed by Business Associate. This paragraph shall survive the termination of this Agreement and shall apply to Protected Health Information created, maintained, or received by Business Associate and any of its Subcontractors.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: 
Title: SVP Finance

By: 
Title: CEO

UNCHC Cybersecurity language

A. Definitions

1. Off-the-shelf (OTS) software is any software product that is ready-made and available to the general public. Microsoft Windows products are examples of OTS software often selected in the design, development and implementation of software systems capable of connecting to private intranet and public Internet networks.
2. Open source software is software for which the original source code is made freely available and may be redistributed and modified. Because its unrestrictive copyrights permit any party to sell or give away the software as a component of an aggregate software distribution containing programs from other sources, technology Suppliers commonly incorporate modified or unmodified open source software into their products. PostgreSQL, Sybase, and Linux are examples of open source software that may be integrated or bundled with a technology Supplier's product.
3. Third party software is OTS or open source software an automation device manufacturer or software vendor has designed into its product that is necessary for the performance and operation of the device or software system.
4. Proprietary software is software which was either developed by the manufacturer or where the manufacturer has assumed responsibility for full support of that software including research, development and timely release of maintenance and patching for security vulnerabilities.
5. Cybersecurity is the body of technologies, processes and practices designed to protect networks, computers, programs and data from attack, damage or unauthorized access.
6. Cybersecurity vulnerability is a weakness in the software operating on a device providing the opportunity for unauthorized access to the network to which it is connected or to the automation device.
7. Cyber threat is an active person with software tools or a software program that takes advantage of a cybersecurity vulnerability and causes damage to networks, computers, programs or data.
8. Controlled and Uncontrolled Risk – Risk value determined by manufacturer after applying the FDA recommended risk assessment methodology as defined in the FDA Post-market Cybersecurity Guidelines. Generally speaking, cyber security vulnerabilities found to lead to device or software functionality impairment or malfunction which could lead to patient harm are classified as Uncontrolled Risk. Cyber security vulnerabilities that do not impact the functionality of the device or software system, but could cause harm to a Customer network, are Controlled Risk.
9. Severity rating is a score assigned to vulnerabilities using the Common Vulnerability Scoring System (CVSS) which is developed and maintained by FIRST.org, an international confederation of trusted computer incident response teams who cooperatively handle computer security incidents and promote incident prevention programs. Critical vulnerabilities have a score of 9.0-10.0, and High vulnerabilities have a score of 7.0-8.9.
10. Known active threat – software or action that is actively demonstrating harm to information assets, and known to and being reported by credible cyber intelligence organizations, including but not limited to InfraGard, Center for Internet Security (CIS), United States Computer Emergency Readiness Team (US-CERT), National Health Information Sharing & Analysis Center (NH-ISAC), Federal Bureau of Investigation Cyber Division, or major

companies with security intelligence services and reporting including but not limited to Symantec, Cisco, IBM, Sophos, FireEye, Qualys, or others.

11. End of mainstream support date for a third party software product is a pre-announced date by a software company after which the company will no longer be enhancing the software. However, the company will continue to research, develop and release security and reliability fixes for the software product.
12. End of extended support date for a third party software product is a pre-announced date by a software company after which the company will no longer be researching, developing and releasing security and reliability fixes for the software product.

B. Cybersecurity of proposed automation device or software systems

1. Applicability

Because cyber threats are relevant to automation device and software systems that meet the following criteria, the cybersecurity clauses apply to such devices and software systems that meet these criteria:

- i. use OTS, open source or proprietary software,
- ii. can connect to networks such as a private intranet or the public Internet, and
- iii. need software updates or patches because the OTS, open source or proprietary software used with the automation device or software system is found to be vulnerable to viruses, worms, and other threats.

2. Vendor/Manufacturer Responsibility

Cybersecurity vulnerabilities in OTS or third party software required for operation of automation device or software system may open the door to unwanted software changes that may have an effect on the safety and effectiveness of the automation device or software system. Failure to properly address these vulnerabilities could result in an adverse effect on UNC Health Care patients. Where applicable Vendor is responsible for:

- i. the continued safe and effective performance of the automation device and/or software system including the OTS, open source or proprietary software required or the operation of such device or system.
- ii. maintaining a business relationship with its OTS and open source software providers to ensure timely receipt of information concerning quality problems and recommended corrective and preventive actions.
- iii. developing a cybersecurity specific maintenance plan that includes the OTS or open source software required for the automation or software system to operate, in order to address the need for timely software patches to correct newly discovered vulnerabilities in the software.
- iv. providing timely notification to UNC Health Care regarding manufacturer's corrective and preventive action plans when an automation device or software system component is discovered to contain a vulnerability that could be exploited in a cyber-attack:
 1. Known active threat – acknowledgement by Manufacturer within 5 days of products known to be affected by the vulnerability giving rise to the risk or threat, and a temporary or permanent corrective and preventive action plan within 30 days of knowledge of the vulnerability.
 2. Controlled risk where a software vulnerability has a Severity Rating per CVSS score of Critical or High - acknowledgement by Manufacturer within 30 days of products known to be affected by the vulnerability, and the corrective and preventive action plan within 60 days of knowledge of the vulnerability.

3. Controlled Risks where a software vulnerability has a Severity Rating per CVSS score of medium or low – Manufacturer shall review vulnerability information and patches released by software vendors, and release routine patches on a timely basis to update product software. Application of patches to Customer assets shall be as defined within Service agreements with Manufacturer. Timing of patch availability shall vary by product and risk level, however Manufacturer will implement a typical 90-day patch review and availability cycle.
3. Vendor acknowledges, if applicable, that the equipment or system provided by it resides on the UNC Health Care network for purposes of delivering full functionality throughout the expected life cycle of the equipment or system. If applicable, Vendor will ensure that all software components of its equipment or system including any third party or proprietary software products vendor has integrated in its equipment or system, will continue to be supported with security related patches/updates in response to cyber threats, throughout the expected life of the equipment or system. In the case of end-of-life of third party software that Vendor has integrated into its equipment or system, Vendor will provide an upgrade path to supported software that is receiving security related patches/updates, at no additional cost to UNC Healthcare, throughout the expected life of the equipment or system.
4. Vendor will monitor for and timely apply security related patches/updates on equipment and/or systems for which Supplier is contracted to provide maintenance. Such maintenance may occur via remote access method approved by UNC Health Care. If remote patching/updating is not feasible, Vendor will send a technician to UNC Health Care site to apply such patches.
5. **Disclosure**

Vendor will not propose, market or sell medical devices to UNC Health Care entities for which manufacturer has not yet published the HIMSS/NEMA Standard HN 1-203 Medical Disclosure Statement for Medical Device Security (MDS2) for the medical device it wishes to propose, market or sell to UNC HCS. Vendor will not propose, market or sell medical devices or software systems to UNC Healthcare entities that rely upon third party or proprietary software that is no longer covered under the software manufacturer's extended support. Any proposals or quotes for medical devices and related systems containing software components that are out of software manufacturer's mainstream support, or that are within 2 years of end of extended support, must include a replacement or upgrade path with a committed delivery date at no additional charge to UNC Health Care.
6. **Supplier Remote Access:**

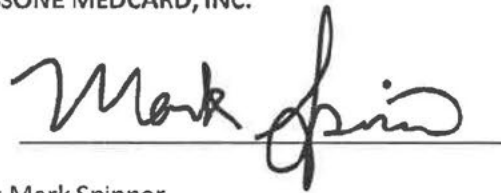
If applicable, UNC Health Care shall provide an internet connection on its side for remote services provided by the Vendor. Vendor agrees to follow UNC Health Care's remote access and security standards and methods. In the event that Vendor is unable to remotely access UNC Health Care network due to no fault of UNC Health Care, and has to come on-site for service that could have been provided remotely, any such travel and on-site service expense shall be the sole responsibility of the Vendor.
7. **SOC 2, Type II Report**

On an annual basis, Supplier will engage directly or with its hosting service provider to conduct a SOC 2 audit on the proposed solutions, using a third party certified to perform SOC 2 audits. Supplier will provide UNC HCS with a copy of the SOC 2, Type II report (the "SOC 2 Report")

within thirty (30) days of completion of the SOC 2 audit. In the event of a cybersecurity incident related to the Hosted Services, Supplier will engage directly or with its hosting service provider to perform a repeat SOC 2 audit using a third party certified to perform SOC 2 audits and provide Customer with a report within ten (10) days of completion of the SOC 2 audit. If the SOC 2 Report indicates that the root cause analysis, remediation and controls put in place to prevent future recurrence of such cybersecurity incident were not acceptable, Supplier shall have thirty (30) days to remedy this issue. If issue remains unresolved after thirty (30) days, UNC HCS shall have the right to terminate for cause at no additional penalty.

ACCESSIONE MEDCARD, INC.

By:

A handwritten signature in black ink, appearing to read "Mark Spinner", is written over a horizontal line.

Name: Mark Spinner

Title: President & CEO



Business Associate Agreement Evaluation Form

Purpose: The purpose of this Evaluation Form is to evaluate whether the contract you are seeking to enter into with a third party requires the execution of a business associate agreement. Fundamentally, the question that must be asked of any contract under discussion is: Does it involve, in the course of the delivery of the good or service, or if software or some semblance of a maintenance agreement of any kind, an exchange of Protected Health Information, otherwise referred as PHI. **Instructions:** Please complete this form with as much detail as you are able and return it to Purchasing. [NOTE: This form needs to be built in an access database – so results are automatically recorded].

VENDOR BACKGROUND

Vendor Name: ACCESS ONE
Contact: MARK SPINNER - CEO
Phone: 980-233-5431 **Email:** MSPINNER@MyAccessOne.com

UNCHCS SPONSOR INFORMATION

<u>STEPHEN RINALDI</u> Full Name	<u>UNC HEALTH CARE</u> Entity/Medical Center Name	<u>REVENUE CYCLE</u> Department
<u>System Vice President</u> Title	<u>Stephen.rinaldi@unchealthcare.edu</u> Email Address	<u>984-974-9371</u> Phone Number

If individual completing this form is different from Sponsor, provide your contact information below.

_____	_____	_____
Full Name	Email Address	Phone Number

PURPOSE OF VENDOR'S SERVICE

Indicate the primary purpose the Vendor's services are intended to support: (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Patient Care | <input type="checkbox"/> Fundraising or marketing |
| <input type="checkbox"/> Quality improvement/quality assessment | <input type="checkbox"/> Other, please explain: |
| <input checked="" type="checkbox"/> Health care operations (administrative support services including billing, legal, accounting, teaching, technology service, equip support, release of information, etc.) | <div style="border: 1px solid black; width: 150px; height: 50px;"></div> |

TYPE OF SERVICE VENDOR WILL PERFORM

Which of the following best describe the type of the service to be provided by the vendor: (check all that apply)

- PHI will be sent to or accessed by Vendor for consulting, analytics, benchmarking, auditing, etc.
- Vendor is performing services in an outsourced work arrangement under a service agreement.
- Vendor will provide technical support and maintenance for a system, software or device on the UNCHCS network.
- Cloud Hosting or SaaS Service: UNCHCS users will access an application and UNCHCS data on servers external to the UNCHCS network hosted, operated or maintained by the Vendor.
- Vendor will not be accessing PHI in any form or manner (if checked, no further action required).
- Other, please explain:



ACCESS TYPE

Which of the following describe the type of access the vendor will need *(check all that apply)*:

- Unattended physical access to UNCHCS systems or property (with a badge).
- Take physical custody of paper records or removable electronic media containing PHI and transport off site.
- Logon to UNCHCS network and/or a system containing PHI.
- Ability to export PHI or to download an electronic report with PHI content from a UNCHCS application.
- Receive PHI data file(s) or data feed and store on vendor. servers workstations mobile devices.
- Vendor does not require access to PHI but may view it incidentally.
- Vendor will never access or view PHI – even incidentally.
- Other, please explain:

PHI

What PHI do you anticipate will be created, accessed, analyzed, transmitted, stored, received or disclosed to the Vendor or by the Vendor: *(check all that apply)*

Demographic / sensitive information	Highly sensitive information
<input type="checkbox"/> Treatment and diagnosis information <input checked="" type="checkbox"/> Medical record numbers <input checked="" type="checkbox"/> Patient Names <input checked="" type="checkbox"/> Geographic information (state, city, county, street address, zip) <input checked="" type="checkbox"/> Dates (such as DOB or dates of service, death, etc. . .) <input checked="" type="checkbox"/> Telephone numbers, fax numbers, and/or email addresses <input type="checkbox"/> Full face photographic images and any comparable images <input type="checkbox"/> Health insurance ID #s <input type="checkbox"/> License plate numbers, Device identifiers or serial numbers <input type="checkbox"/> Web or Internet Protocol (IP) address <input type="checkbox"/> Biometric identifiers, including finger and voice prints <input type="checkbox"/> Any other code or unique identifier	<input checked="" type="checkbox"/> Social security numbers <input type="checkbox"/> Driver's license numbers <input type="checkbox"/> Mental Health Records <input type="checkbox"/> Records of sensitive conditions (STDs, HIV, cancer, rare conditions) <input type="checkbox"/> Substance abuse <input type="checkbox"/> Genetic data <input checked="" type="checkbox"/> Financial account information (credit card, bank account)

How many unique patient records do you anticipate will be created, accessed, analyzed, transmitted, stored, received or disclosed to the Vendor or by the Vendor:

During Year 1 of this agreement

- 1-499

During Years 1 – 3 of this agreement (if applicable)

- 1-499



UNC
HEALTH CARE

- 500 - 999
- 1,000 - 9,999
- 10,000 - 49,999
- 50,000+

- 500 - 999
- 1,000 - 9,999
- 10,000 - 49,999
- 50,000+

UNCHC Cybersecurity language

A. Definitions

1. Off-the-shelf (OTS) software is any software product that is ready-made and available to the general public. Microsoft Windows products are examples of OTS software often selected in the design, development and implementation of software systems capable of connecting to private intranet and public Internet networks.
2. Open source software is software for which the original source code is made freely available and may be redistributed and modified. Because its unrestrictive copyrights permit any party to sell or give away the software as a component of an aggregate software distribution containing programs from other sources, technology Suppliers commonly incorporate modified or unmodified open source software into their products. PostgreSQL, Sybase, and Linux are examples of open source software that may be integrated or bundled with a technology Supplier's product.
3. Third party software is OTS or open source software an automation device manufacturer or software vendor has designed into its product that is necessary for the performance and operation of the device or software system.
4. Proprietary software is software which was either developed by the manufacturer or where the manufacturer has assumed responsibility for full support of that software including research, development and timely release of maintenance and patching for security vulnerabilities.
5. Cybersecurity is the body of technologies, processes and practices designed to protect networks, computers, programs and data from attack, damage or unauthorized access.
6. Cybersecurity vulnerability is a weakness in the software operating on a device providing the opportunity for unauthorized access to the network to which it is connected or to the automation device.
7. Cyber threat is an active person with software tools or a software program that takes advantage of a cybersecurity vulnerability and causes damage to networks, computers, programs or data.
8. Controlled and Uncontrolled Risk – Risk value determined by manufacturer after applying the FDA recommended risk assessment methodology as defined in the FDA Post-market Cybersecurity Guidelines. Generally speaking, cyber security vulnerabilities found to lead to device or software functionality impairment or malfunction which could lead to patient harm are classified as Uncontrolled Risk. Cyber security vulnerabilities that do not impact the functionality of the device or software system, but could cause harm to a Customer network, are Controlled Risk.
9. Severity rating is a score assigned to vulnerabilities using the Common Vulnerability Scoring System (CVSS) which is developed and maintained by FIRST.org, an international confederation of trusted computer incident response teams who cooperatively handle computer security incidents and promote incident prevention programs. Critical vulnerabilities have a score of 9.0-10.0, and High vulnerabilities have a score of 7.0-8.9.
10. Known active threat – software or action that is actively demonstrating harm to information assets, and known to and being reported by credible cyber intelligence organizations, including but not limited to InfraGard, Center for Internet Security (CIS), United States Computer Emergency Readiness Team (US-CERT), National Health Information Sharing & Analysis Center (NH-ISAC), Federal Bureau of Investigation Cyber Division, or major

companies with security intelligence services and reporting including but not limited to Symantec, Cisco, IBM, Sophos, FireEye, Qualys, or others.

11. End of mainstream support date for a third party software product is a pre-announced date by a software company after which the company will no longer be enhancing the software. However, the company will continue to research, develop and release security and reliability fixes for the software product.
12. End of extended support date for a third party software product is a pre-announced date by a software company after which the company will no longer be researching, developing and releasing security and reliability fixes for the software product.

B. Cybersecurity of proposed automation device or software systems

1. Applicability

Because cyber threats are relevant to automation device and software systems that meet the following criteria, the cybersecurity clauses apply to such devices and software systems that meet these criteria:

- i. use OTS, open source or proprietary software,
- ii. can connect to networks such as a private intranet or the public Internet, and
- iii. need software updates or patches because the OTS, open source or proprietary software used with the automation device or software system is found to be vulnerable to viruses, worms, and other threats.

2. Vendor/Manufacturer Responsibility

Cybersecurity vulnerabilities in OTS or third party software required for operation of automation device or software system may open the door to unwanted software changes that may have an effect on the safety and effectiveness of the automation device or software system. Failure to properly address these vulnerabilities could result in an adverse effect on UNC Health Care patients. Where applicable Vendor is responsible for:

- i. the continued safe and effective performance of the automation device and/or software system including the OTS, open source or proprietary software required or the operation of such device or system.
- ii. maintaining a business relationship with its OTS and open source software providers to ensure timely receipt of information concerning quality problems and recommended corrective and preventive actions.
- iii. developing a cybersecurity specific maintenance plan that includes the OTS or open source software required for the automation or software system to operate, in order to address the need for timely software patches to correct newly discovered vulnerabilities in the software.
- iv. providing timely notification to UNC Health Care regarding manufacturer's corrective and preventive action plans when an automation device or software system component is discovered to contain a vulnerability that could be exploited in a cyber-attack:
 1. Known active threat – acknowledgement by Manufacturer within 5 days of products known to be affected by the vulnerability giving rise to the risk or threat, and a temporary or permanent corrective and preventive action plan within 30 days of knowledge of the vulnerability.
 2. Controlled risk where a software vulnerability has a Severity Rating per CVSS score of Critical or High - acknowledgement by Manufacturer within 30 days of products known to be affected by the vulnerability, and the corrective and preventive action plan within 60 days of knowledge of the vulnerability.

3. **Controlled Risks** where a software vulnerability has a Severity Rating per CVSS score of medium or low – Manufacturer shall review vulnerability information and patches released by software vendors, and release routine patches on a timely basis to update product software. Application of patches to Customer assets shall be as defined within Service agreements with Manufacturer. Timing of patch availability shall vary by product and risk level, however Manufacturer will implement a typical 90-day patch review and availability cycle.
3. Vendor acknowledges, if applicable, that the equipment or system provided by it resides on the UNC Health Care network for purposes of delivering full functionality throughout the expected life cycle of the equipment or system. If applicable, Vendor will ensure that all software components of its equipment or system including any third party or proprietary software products vendor has integrated in its equipment or system, will continue to be supported with security related patches/updates in response to cyber threats, throughout the expected life of the equipment or system. In the case of end-of-life of third party software that Vendor has integrated into its equipment or system, Vendor will provide an upgrade path to supported software that is receiving security related patches/updates, at no additional cost to UNC Healthcare, throughout the expected life of the equipment or system.
4. Vendor will monitor for and timely apply security related patches/updates on equipment and/or systems for which Supplier is contracted to provide maintenance. Such maintenance may occur via remote access method approved by UNC Health Care. If remote patching/updating is not feasible, Vendor will send a technician to UNC Health Care site to apply such patches.
5. **Disclosure**
Vendor will not propose, market or sell medical devices to UNC Health Care entities for which manufacturer has not yet published the HIMSS/NEMA Standard HN 1-203 Medical Disclosure Statement for Medical Device Security (MDS2) for the medical device it wishes to propose, market or sell to UNC HCS. Vendor will not propose, market or sell medical devices or software systems to UNC Healthcare entities that rely upon third party or proprietary software that is no longer covered under the software manufacturer's extended support. Any proposals or quotes for medical devices and related systems containing software components that are out of software manufacturer's mainstream support, or that are within 2 years of end of extended support, must include a replacement or upgrade path with a committed delivery date at no additional charge to UNC Health Care.
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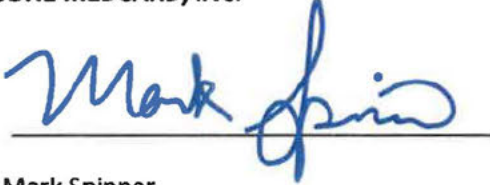
UNC Health Care

By: 

Name: Mark F. Miller

Title: Senior Vice President, Finance

ACCESSONE MEDCARD, INC.

By: 

Name: Mark Spinner

Title: President & CEO