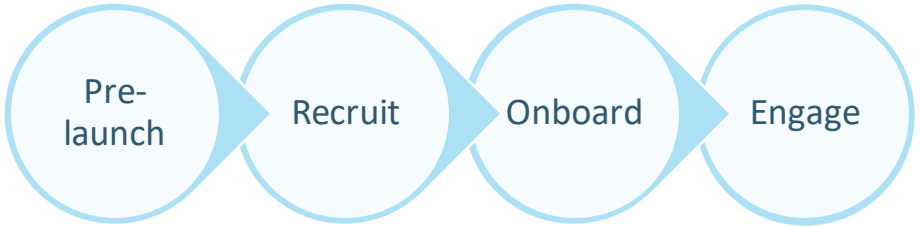
Employee Communications



- ‘Coming Soon’ announcement email from employer leadership team
- Email invitations to register
  - Biometric eligible: qualified through health screening
  - Online Risk Screeners: self-identified through Newtopia’s online risk screener
- Optional materials and tactics
  - Posters, flyers, digital signage and banners, tent cards, postcards, onsite events and benefit fairs
- Reminders and confirmations
  - Registration (emails, text, and calls)
  - Coaching sessions (emails, text, mobile alerts, and calls)
- On-going awareness campaigns and registration outreaches
  - Co-branded collateral from Newtopia’s Tool Kit
  - Employer’s internal websites, communication channels, and influencers

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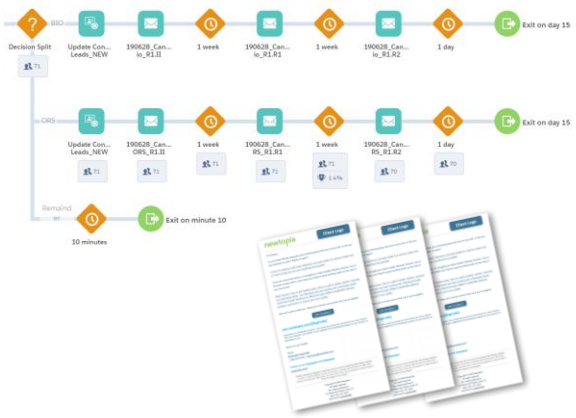
Newtopia Communications Toolkit

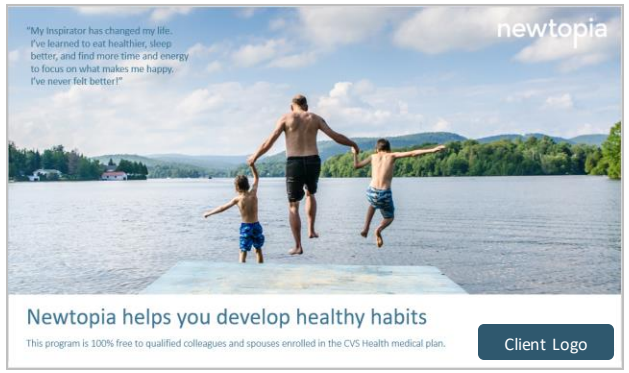
Newtopia Driven

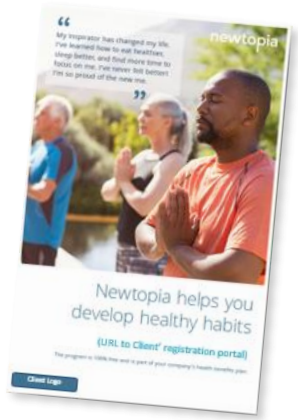
EMAIL



Primary driver and links to a customized registration portal

DIGITAL AND PRINT MATERIAL





Collaterals to reach audiences online and in physical locations

ONSITES

Support onsite events to drive awareness, recruit, and answer questions

WEBINARS

Variety of educational topics focused on nutrition, exercise, and well-being

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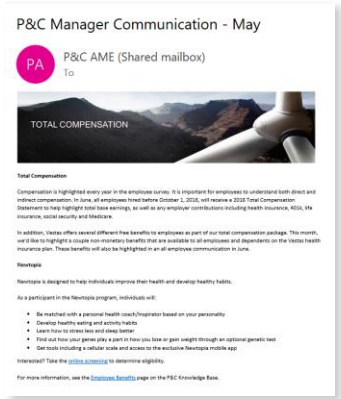
Co-Marketing Opportunities

<<CLIENT>> Driven

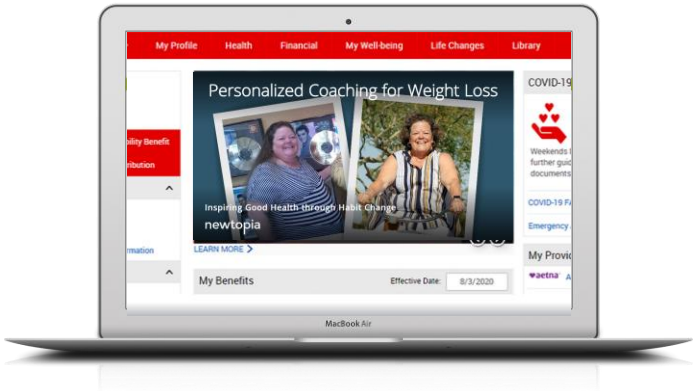


Pre-Launch Socialization

EXAMPLES
Email from CEO/CHRO
HR/benefits leader
Well-being Champions

Internal Communications

EXAMPLES
Open enrollment packets
Employee newsletters
Internal emails
Digital signage or billboards



Internal Portals

EXAMPLES
Benefits portals
Health and wellness websites
Sanctioned messaging app
(e.g. Slack or Yammer channels)

Influencers

EXAMPLES
Well-being Champions
Executive sponsors
Onsite nurses
Wellness committees

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Quarterly Report

Customer Name :	Newtopia Book of Business
Program Launch Date:	January 2019
Quarterly Period End:	December 2020

Table of Contents

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Introduction

CDC data published in 2017 estimates 1 in 3 adult Americans (34%) have metabolic syndrome - a cluster of risk factors like high blood pressure, high blood sugar, unhealthy cholesterol levels, and a large waist circumference. Each of these conditions presents health risks, but when combined, they drastically increase the danger of developing diabetes, heart disease, stroke and other health problems.

Newtopia exists to help people build sustainable habits in order to reduce the risk and prevent the onset of chronic disease. We are hyper-focused on empowering people with tools, knowledge and actionable behavior to achieve a lifetime of good health. And we are so glad to be working with you on this very important mission. Thank you for investing in a real, proven, and quantifiable solution to change lives for the better.

The following pages highlight your program results and opportunities. Each quarter we will append incremental data so that you have a clear view of the progress of your enrolled employees and overall program efficacy.

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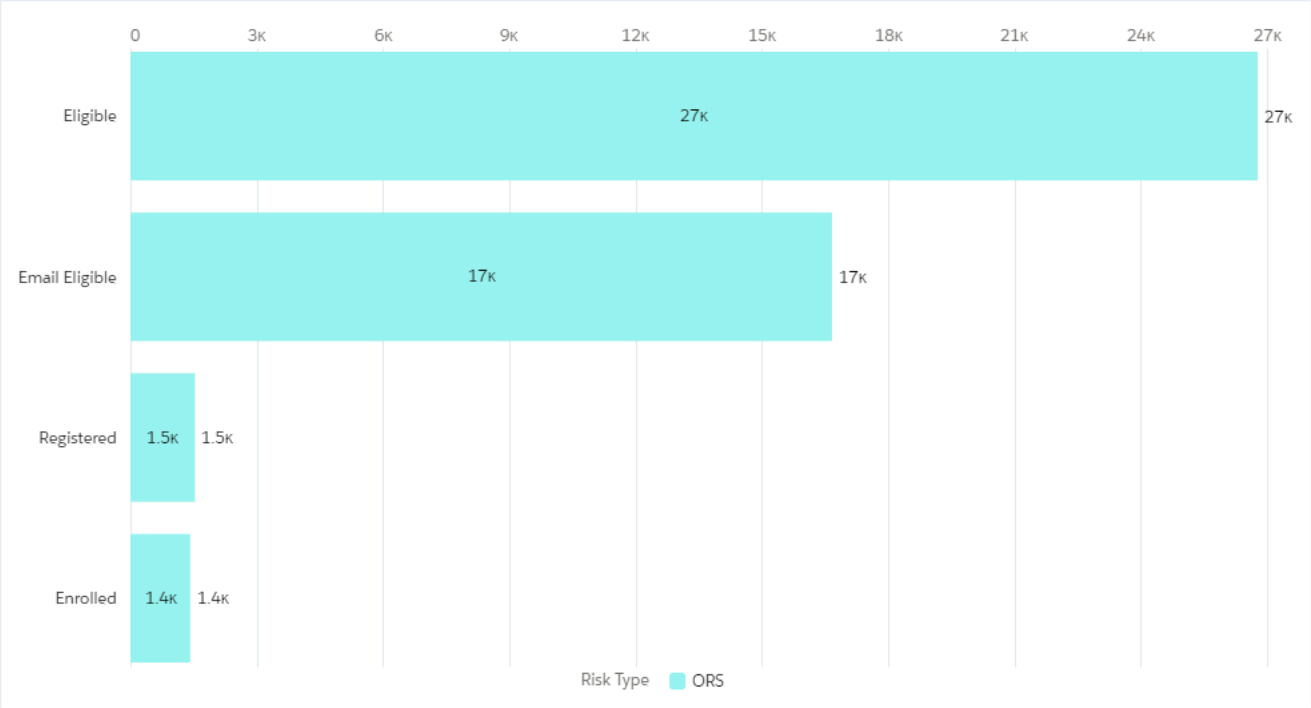
Program Overview

Participant Onboarding Funnel (Since Launch: January 2019)



	Eligible	Eligible with email address	Registered	Enrolled
Online Risk Screener	26,782	16,669	1,534	1,422

This chart shows the participant conversion path from eligible to enrolled.

*Eligibilty is based on the latest benefits eligibility file at the end of the quarter.

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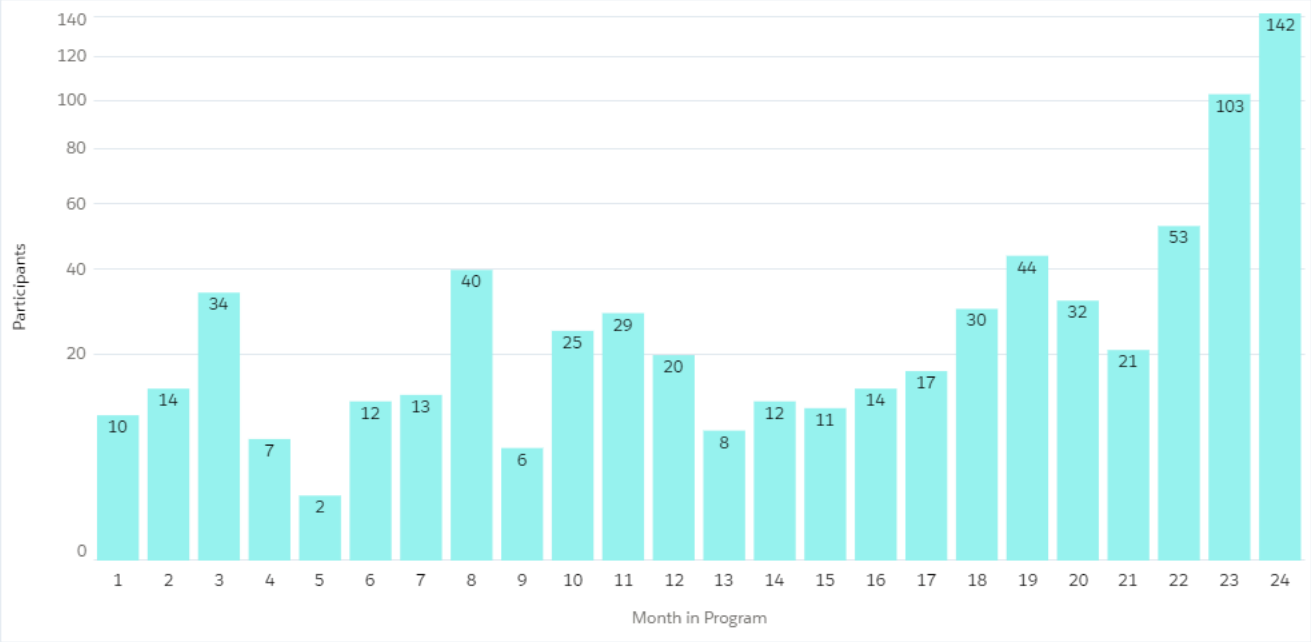
Participant Distribution by Month in Program (Quarter End) [1]



This chart shows the participant distribution relative to which month-in-the-program they fall. The count is recorded at the end of each quarter.

For example, at the end of the first calendar quarter, participants who enrolled during January will be counted in month three because they've been in the program for three months. Whereas those who joined in March (the 3rd month of the quarter), will be counted a participant in month one because they have only been in the program for one month.

1 Participant references enrollments less terminated. Does not denote engagement or activity level for billing purposes.

Engagement

The importance of engagement

Newtopia is committed to supporting our participants in achieving a sustainable healthy and balanced lifestyle. The Newtopia platform is designed to gain a deep understanding of each participant and leverage the information we gather to deliver a personalized solution aimed at achieving targeted body weight reduction in the first year. Engagement with the Newtopia platform is an indicator of a participant's intent and likelihood to change their habits and achieve desired health outcomes.

Driving engagement

The one-on-one coaching provided through a Newtopia Inspirator is a key engagement driver. Throughout the program, the Inspirator actively guides the participant to adopt healthy supportive behaviors through active learning processes, content education, and promoting self-monitoring behaviors to increase awareness and accountability. Through the Newtopia App, participants are encouraged to establish and monitor goals which are designed to reinforce the habit changes that will ensure their long-term success.

Goals will vary by participant and their stage in the program. Goals may include:

Stepping on the scale
Establishing the habit of regularly stepping on a scale will raise awareness and help participants achieve their weight loss goal, while allowing for real-time program adjustments to drive desired outcomes.

Meal tracking
Inspirators will guide a participant to improve their eating habits by tracking against nutrition goals, such as increasing hydration, adjusting portion sizes, and trying healthier alternatives.

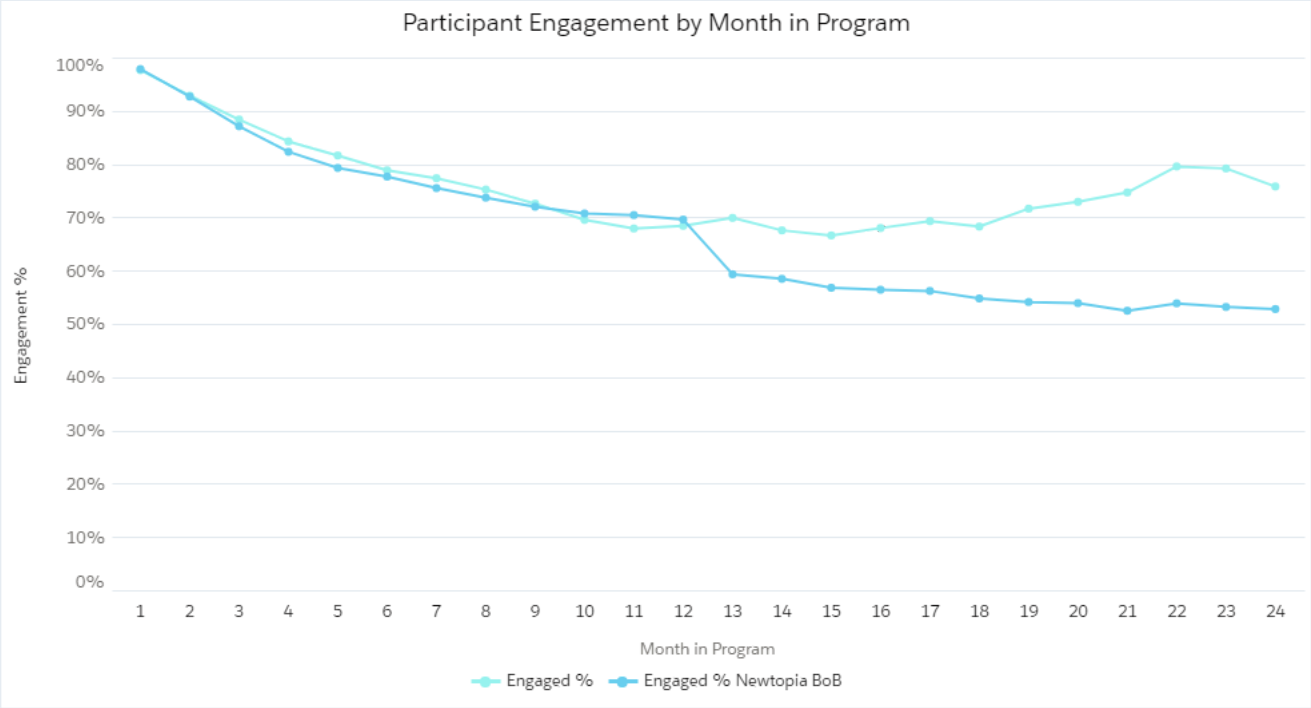
Increasing activity
Inspirators will set activity goals for a participant to encourage movement and fitness. These goals tend to start small, and slowly increase over time to both challenge and encourage participants.

Video lessons
Inspirators set participant's goals to watch video lessons on topics discussed during their coaching sessions to reinforce the material. Some examples of video lesson topics include: How to manage stress, routines to help increase activity, and reducing sodium intake.

Measuring Engagement

Participant engagement is measured monthly and is defined as completing specific activities within the month. These activities may vary by client, and include criteria such as any of the following:

1	x	Coaching session(s)
8	x	Instances of weight tracking
12	x	Instances of app logins
1	x	Newtopia Challenge
12	x	Days of tracking physical activity



The line graphs above compare your engagement results to Newtopia's book of business. Using % as a basis for comparison, you can easily benchmark your results against other employee groups using the Newtopia platform.

	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15
Engaged #	1,392	1,295	1,192	1,075	989	915	856	794	713	665	608	561	536	493	458
Population #	1,422	1,391	1,345	1,272	1,208	1,157	1,103	1,052	979	953	892	817	764	727	685
Engaged %	97.9%	93.1%	88.6%	84.5%	81.9%	79.1%	77.6%	75.5%	72.8%	69.8%	68.2%	68.7%	70.2%	67.8%	66.9%
Engagement % Newtopia BoB	98.1%	92.9%	87.4%	82.6%	79.5%	77.9%	75.8%	74.0%	72.3%	71.0%	70.7%	69.8%	59.6%	58.7%	57.0%

See Appendix for a breakdown of engagement by each category.

Population size: Represents the number of participants who have completed the respective months in program. Example: An individual who has completed 12 months, will be reflected in the total count for each of months 1 – 12.

Weight Outcomes

Measuring weight outcomes

Metabolic Syndrome (MetS) is a serious condition that raises the risk of developing heart disease, diabetes, stroke, and other health problems. Metabolic risk factors include:

- BMI above 30 or a waist circumference of 35 for women and 40 for men
- High blood pressure (Systolic pressure ≥ 130 or Diastolic pressure ≥ 85)
- High triglyceride levels (fat in your blood) ≥ 150
- Raised blood sugar ≥ 100
- Lower HDL or "good" cholesterol of ≤ 50 for women and ≤ 40 for men

Strong evidence exists that weight loss has been demonstrated to reduce the risk factors associated with MetS [1]. As such, Newtopia utilizes ongoing weight loss tracking as a proxy for measuring the successful reduction of MetS risk factors.

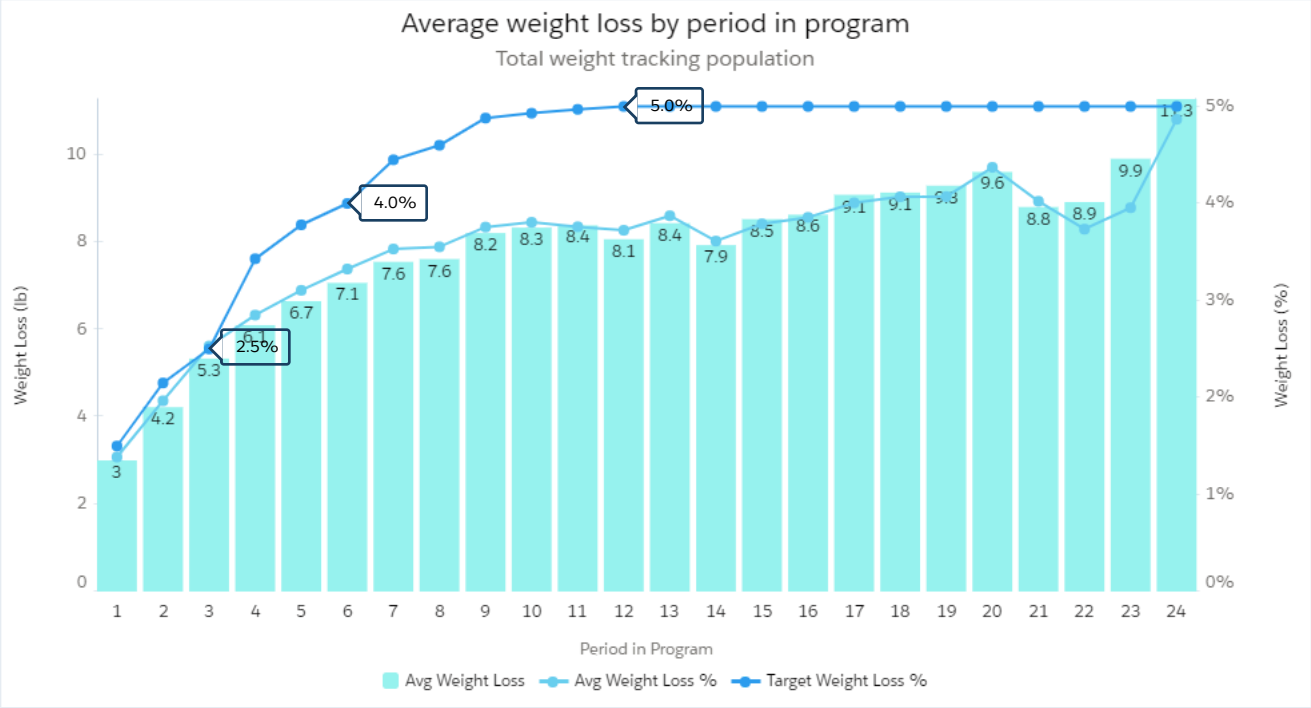
Weight loss targets
Period 12: 5.0% [2]
Strong evidence exists that modest weight loss of 5% – 10% body weight reduction has been demonstrated to reduce blood pressure, serum triglycerides, and increases high-density lipoprotein (HDL)-cholesterol, as well as generally produces some reduction in total serum cholesterol and low-density lipoprotein (LDL)-cholesterol. Weight loss reduces blood glucose levels in overweight and obese persons without diabetes and reduces blood glucose levels and HbA1c in some patients with type 2 diabetes [3].

Period 6: 4.0%
The Newtopia program is geared towards sustainable results. After achieving 6 periods of focusing on behavior changes and education which result in weight loss; Inspirators slowly begin to shift the participant's focus towards more sustained lifestyles. It is at this point that the rate of weight loss starts to decrease, and a focus on maintaining, and reinforcing the lessons learned starts to shift. Participants who achieve 4.0% weight loss by period 6, will typically achieve 5.0+% weight loss by period 12 and maintain this weight loss.

Period 3: 2.5%
Modest weight loss has been associated with clinically relevant benefits for most obesity-related comorbidities. However, the degree of weight loss that must be achieved and sustained varies widely between comorbidities. Evidence suggests that 2 or 4 lb of weight loss in individuals at risk for developing type 2 diabetes (i.e. those with prediabetes) is associated with 16% reduction in risk for progression to type 2 diabetes [4]. Moreover, modest weight loss of 2.5%+ total body weight has been demonstrated to reduce serum triglyceride levels [5] [6]. High triglyceride levels are often an indicator of other conditions that increase the risk for cardiovascular disease (CVD). Sustainable weight loss typically occurs at a rate of 0.5 – 1 lb / week. Based on an average Newtopia participant weight of approximately 220 lb for women and 250 lb for men, a weight loss of 2.5% is expected after 3 periods. Newtopia's internal program analysis has shown that Participants who achieve this target typically achieve 5.0+% weight loss by period 12. This time also acts as a performance monitoring benchmark for participants. It allows Newtopia Inspirators to intervene and adjust the program as required to achieve the period 12 target of 5.0%.

1 (National Heart, Lung, and Blood Institute, 1998)
2 (Steinberg, Scott, Honcz, Spettell, & Pradhan, December 2015)
3 (National Heart, Lung, and Blood Institute, 1998)
4 (Richard F. Hamman, 2009)
5 (Wing RR & Group, 2011)
6 (Unick JL & Group, 2011)

Outcome Results [1]



This bar chart shows the average weight loss in pounds for the total weight tracking population. If a participant is not stepping on the scale or tracking weight, then this individual will not be included in the results shown above.

The line graph shows the % of pounds lost and is compared against Newtopia's target weight loss %.

Weight loss is tracked using "period" on a 30-day rolling basis. Therefore, the above bar graph may only show two periods of data over a 3-month quarter. In the scenario where a new participant who enrolls in late January but does not actually start track weight until s/he receives and sets up the cellular-connected scale in early February. You can expect to see only two periods of weight tracking data within a 3-month timeline.

	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15
Average Weight Loss (lb)	3.0	4.2	5.3	6.1	6.7	7.1	7.6	7.6	8.2	8.3	8.4	8.1	8.4	7.9	8.5
Average Weight Loss (%)	1.4%	2.0%	2.5%	2.9%	3.1%	3.3%	3.5%	3.6%	3.8%	3.8%	3.8%	3.7%	3.9%	3.6%	3.8%
Target Weight Loss (%)	1.5%	2.2%	2.5%	3.4%	3.8%	4.0%	4.5%	4.6%	4.9%	4.9%	5.0%	5.0%	5.0%	5.0%	5.0%
Population #	1,246	1,139	1,067	964	903	827	766	711	643	602	534	503	477	440	405

	16	17	18	19	20	21	22	23	24
Average Weight Loss (lb)	8.6	9.1	9.1	9.3	9.6	8.8	8.9	9.9	11.3
Average Weight Loss (%)	3.9%	4.0%	4.1%	4.1%	4.4%	4.0%	3.7%	4.0%	4.9%
Target Weight Loss (%)	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Population #	377	363	333	288	244	233	199	119	9

1 Outcomes are susceptible to high degrees of change until the population level has reached a statistically relevant size

newtopia

Randomized Control Trial

About the Randomized Control Trial [1]

Sponsored and funded by Aetna, the Randomized Control Trial set out to test the efficacy of the Newtopia program. The program was targeted to 2,835 Aetna employees with at least two out-of-range MetS risk factors, one of which had to be waist circumference.

Peer Reviewed Results: Sustained employee engagement of 50% for 12 months. Participants lost an average of 4.3% of their initial body weight which was the equivalent of 10lb. The body weight reduction corresponded to a reduction in metabolic risk factors. 76% of participants lost weight after 12 months in the program at an average of 6.2% which is the equivalent to 14lb. Medical costs were reduced by $122 per participant per month or $1,464 per year versus the control. These savings were equivalent to a 2X return on investment in the first year of the program.

Aetna's Conclusion: At scale, such programs would be expected to lead to significant downstream reductions in major clinical events and costs.

Quoting from the Study

"The lifestyle changes adopted by employees (improved nutrition and increased activity, primarily) delivered clinical and economic impact in just 12 months. In our study, 95% of the 445 Program enrollees reported pre- and post-Program weights, and of these 76% (318 of 421) lost weight, with an average weight loss of 10 pounds (4.5 kg) or 4.3% of their initial average weight ($P < 0.001$). Several MetS component risk factors also improved–waist circumference, triglycerides, and HDL. The improved clinical results were associated with reductions in total healthcare costs of $122 per participant per month, for a total savings of over $600,000 for those engaged in the program. Given that program fees were on a per-participant basis, this resulted in a positive net return on investment for the Program in its first year."

"Previous wellness studies have taken several years to demonstrate benefit and it is possible that we would see even greater benefit in subsequent years of the Program. Preliminary data from year 2 of the Program show that participants from the study who were engaged in a lower intensity 'maintenance' program sustain their weight loss during the second year."

Link to published results: Journal of Occupational and Environmental Medicine

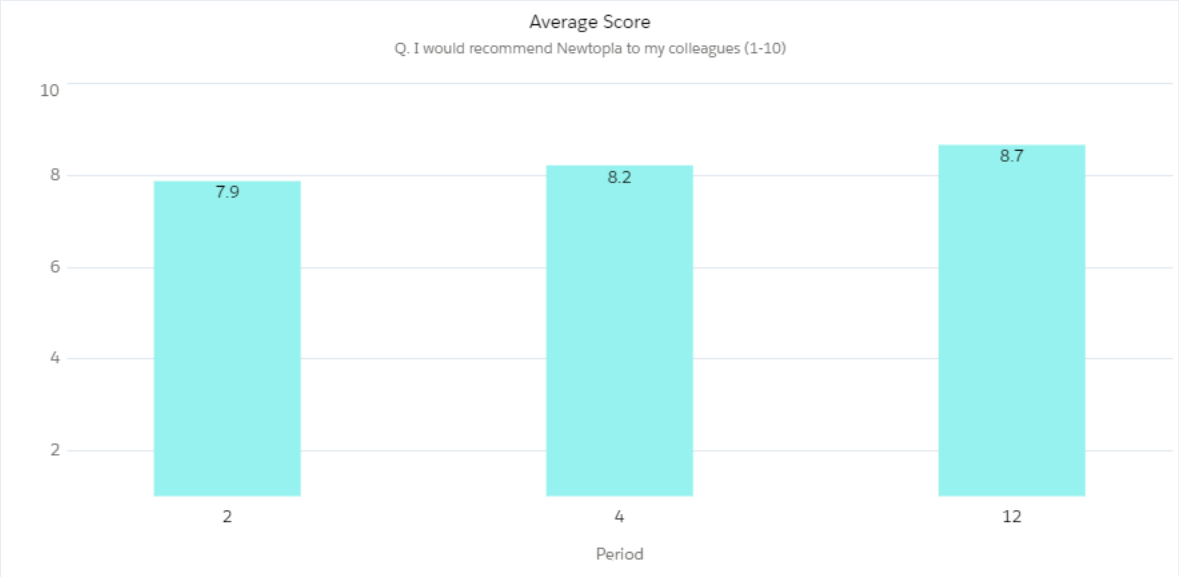
Comparison to Randomized Control Trial

	RCT Results	Newtopia Book of Business [2]
Month 12 engagement rate	50%	69%
Average % loss for total population	4.3%	3.7%
Average % loss for those who lost weight	6.2%	6.3%
% of participants losing weight	76%	73%

1 (Steinberg, Scott, Honcz, Spettell, & Pradhan, December 2015)
2 Applicable only to participants that completed their 12th period in program

Quality Assurance Survey

Participants are sent quality assurance surveys at 2, 4, and 12-month marks in the program to gauge their overall experience with Newtopia and likelihood to recommend the program. Questions surveyed range across onboarding experience, inspirator match/impact, program content, supporting tools, and overall Newtopia impact on participant's lifestyle. The below reflects an average of all participants who completed periods 2, 4, & 12 and responded to our survey. Questions are weighted 0 - 10 with 10 being the highest.



	Period 2	Period 4	Period 12
# of responses	192	146	16

Testimonials

Question. My Inspirator is a good match for me
Response: She explains and helps me understand the foods I eat. Very patient

Question. I've already achieved healthier habits while on the program. My friends and family are also
Response: I'm losing weight and fitting into my clothes better.

Question. I've already achieved healthier habits while on the program. My friends and family are also
Response: I have been committed to the goals and new habits and as a result I am now cooking healthier foods formy family and have lost almost my goal %.

OPEN

Reducing Metabolic Syndrome Risk Using a Personalized Wellness Program

Gregory Steinberg, MB, BCh, Adam Scott, MBA, Joseph Honcz, MBA, Claire Spettell, PhD, and Susil Pradhan, MS

Objective: The aim of this study was to determine the impact of a targeted, personalized wellness program on reducing employees' future risk of metabolic syndrome. **Methods:** Aetna piloted a year-long program that included a limited genetic profile, a traditional psychosocial assessment, and high-intensity coaching in a randomized controlled study of Aetna employees with an increased risk for metabolic syndrome. **Results:** Sus-Sustained employee engagement of 50% over the course of 1 year; 76% of participating employees lost an average of 10 pounds (4.5 kg) ($P < 0.001$ vs baseline weight), and there were trends in improved clinical outcomes relative to three of five metabolic factors. Average health care costs were reduced by $122 per participant per month, resulting in a positive return on investment in the program's first year. **Conclusions:** At scale, such programs would be expected to lead to significant downstream reduction in major clinical events and costs.

Keywords: Aetna, biometric screening, blood pressure, *DRD2*, engagement, fasting blood sugar, *FTO*, genetic, high-density lipoprotein, inpatient, lifestyle, *MC4R*, medical costs, metabolic, metabolic syndrome, Newtopia, outpatient, personal, personalize, risk, triglyceride, waist, waist circumference, weight, weight loss, wellness

The prevalence of metabolic syndrome (Met S) is a costly health problem: an adult with Met S has annual health costs 1.6 times higher than average,[1] and workplace participation and productivity are frequently impacted.[2] Delaying, preventing, or reversing Met S through healthy lifestyle changes would therefore be expected to result in lower medical costs and reduced prevalence of Met S associated conditions such as hypertension and diabetes.

Met S refers to a constellation of five risk factors. These include out-of-range waist circumference [for women >35 inches (89 cm); men >40 inches (102 cm)], triglyceride levels above 150 mg/dL (1.7 mmol/L), low high-density lipoprotein (HDL) cholesterol levels [women ≤50 mg/dL (1.3 mmol/L); men ≤40 mg/dL (1.04 mmol/L)], high blood pressure [≥130/85 mm Hg (17.3/11.3 kPa)], and an elevated fasting blood sugar level [more than 100 mg/dL (5.5 mmol/L)]. An individual with at least three of these risk factors qualifies as having Met S. If left unchanged, Met S has been shown to increase the risk of diabetes, coronary heart disease, and overall death.[3]

The most recent data suggest that between 22.9%[4] and 25%[5] of US adults between the ages of 18 and 65 (44 to 48 million individuals) meet the criteria for Met S, with prevalence higher among females, and increasing significantly with age and body weight.[6] An additional 104 million people have one or two out-of-range Met S risk factors. Previous research confirms that out-of-range waist circumference is the most important single factor in determining whether an individual will subsequently develop full Met S.[7–9]

Employers have invested heavily in wellness intervention programs, which vary significantly in design, engagement, and clinical and financial outcomes.[10] Accordingly, it can be difficult to know what drives better clinical outcomes and cost savings, and there is an ongoing debate about whether lifestyle or disease management components of wellness programs generate more value.[11]

Aetna, in collaboration with a personalized wellness program vendor (Newtopia™), developed a new intervention called the Aetna Personalized Metabolic Syndrome Risk Reduction Program (hereinafter, the Program). The Program was targeted to Aetna employees with at least two out-of-range Met S risk factors, one of which had to be waist circumference. The Program used a high-touch approach to help employees achieve a healthier weight through an integrative and personalized focus on nutrition, exercise, and behavioral well-being. The Program includes voluntary limited genetic screening focused on three specific markers: FTO, MC4R, DRD2. Literature suggests[12] that FTO, MC4R,[13] and DRD2[14] influence how diet, exercise, and compulsive behavior impact body weight, body fat, and metabolism. The *FTO* gene has been linked to obesity and is expressed in adipose tissue and regions of the brain involved in the regulation of energy balance.[15] The *MC4R* gene has been shown to regulate appetite and food intake by initiating satiety signals. Variations in the *MC4R* gene are associated with increased appetite and food intake.[16,17] The *DRD2* gene regulates dopamine, the primary chemical messenger of reward in the brain. It has been observed that deregulation of the DRD2 is proportional to higher body mass index.[18] In addition to the personalization that the genetic screening provides, participants are grouped into one of eight groups, which represent the permutations of the three genes tested (with or without variation on each gene). Each grouping is assigned a specific starting target of daily dietary percentages of carbohydrate, protein, and fat as well as a target of weekly aerobic and anaerobic exercise. These targets serve as a basis for program coaches and client managers to further personalize behavioral reinforcement strategies to both tie back to targets and leverage genetic predispositions as mechanisms for engagement enhancement.

The primary goal of the study was to determine whether individuals invited to participate in the year-long Program would demonstrate reduced Met S risk factors and health care costs when compared with a control group not invited to the Program. A secondary objective was to determine whether providing individuals with personalized predictions of their risk of developing Met S in the next year would increase their likelihood of participating in the program.

METHODS

Aetna employees who met the following criteria were recruited by employer e-mail to participate in the study. As reflected in Figure 1, eligible employees included Aetna employees who had previously participated in employer-sponsored Met S biometric screening and had two or more out-of-range risk factors, one of which had to be waist circumference. Individuals were excluded if currently enrolled in another Aetna wellness program or if the employee reported that they were enrolled in an external weight loss/wellness program such as Weight Watchers™. Employees also had to be over 18 years of age

From the Aetna, Hartford, CT.

Conflict of interest and source of funding: All of the authors are employees of Aetna. Newtopia, an independently owned and operated company, is one of the wellness program options offered to Aetna's clients. There was no external source of funding for this study. The study was entirely supported by Aetna.

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DOI: 10.1097/JOM.0000000000000582

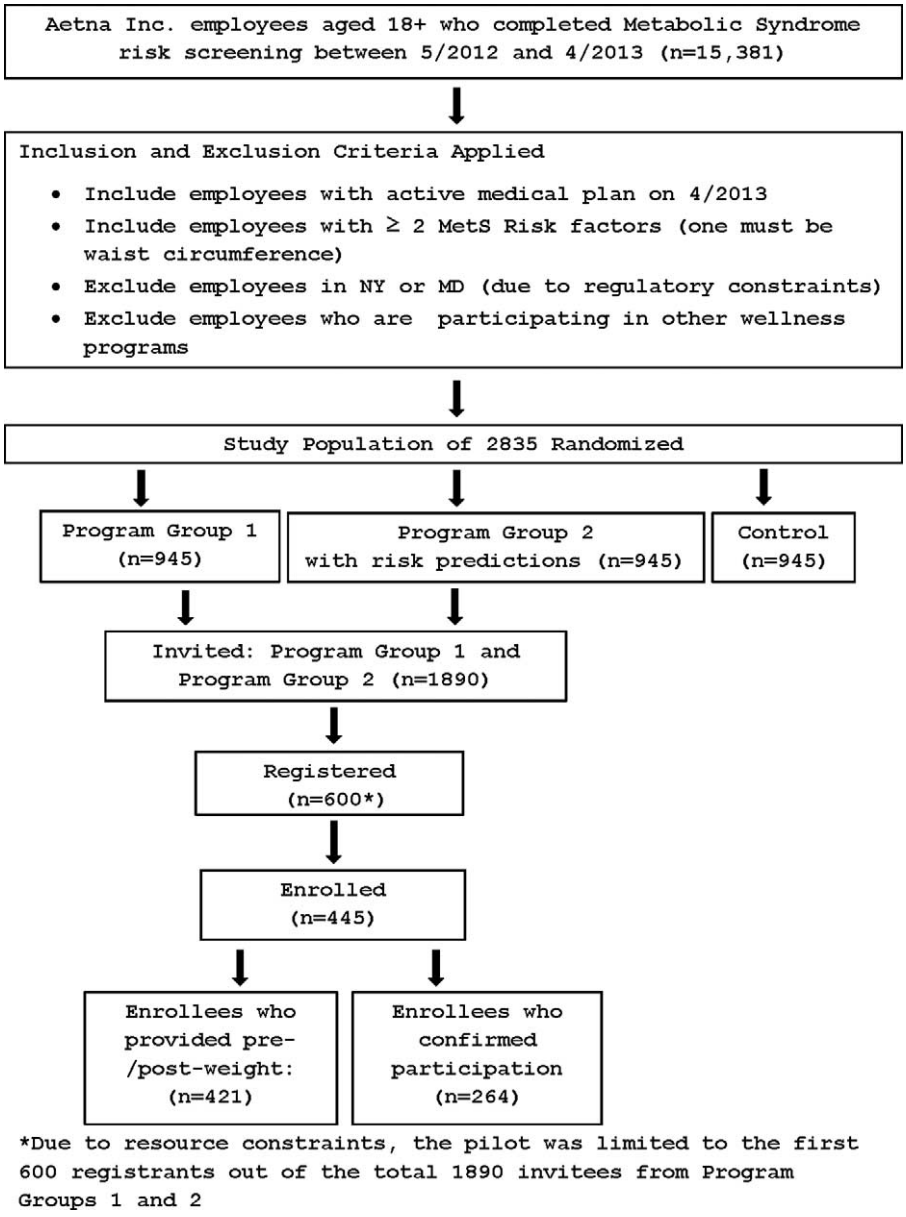

FIGURE 1. Program sample development.

and could not be pregnant. Recruitment for the 12-month pilot occurred between June and September of 2013. The intervention occurred between July 2013 and June 2014.

Study Design

As shown in Figure 1, the 2835 eligible employees were randomly assigned to one of three groups, two Program groups and one control, each with 945 eligible employees, stratified by gender, age group (18–29, 30–39, 40–49, 50–59, and 60–64) and number of Met S risk factors (two risks, three risks, or four to five risks). All 1890 individuals assigned to either of the two Program groups were invited, but due to resource constraints, the Program was artificially limited to the first 600 of these who agreed to register. Of these 600 Program registrants, 445 went on to complete the enrollment process.

1. Program Group 1: Employees received baseline information about their last Met S results and were invited to participate in the Program.
2. Program Group 2: Consistent with Program Group 1, Program Group 2 employees received baseline information about their last Met S results, and were invited to the Program. In addition, Program Group 2 employees received a specific 12-month prediction of their future Met S risk based upon the reverse engineering and forward simulation (or REFS) velocity-based predictive model. As discussed in a 2014 article, this model predicts the 12-month future probabilities of an individual developing Met S and each of the specific risk factors related to Met S.[7]
3. Control group: Control group employees received the same baseline information about their last Met S results as Program Groups 1 and 2, but were not invited to participate in the Program.

Program Description

The Program was designed to be both highly personalized and high-touch. Employees were provided personal coaches and client care managers to achieve high levels of engagement and sustain behavioral changes. Employees interacted through various

channels (eg phone, e-mail, Skype) with their coach and care manager. In addition, employees had access to an online portal and mobile application tailored to the employee's goals and which served as a platform to collect nutritional and activity data. The Program also incorporated a limited genetic profile that, when combined with a more typical psychosocial assessment, allowed for the development of a more personalized treatment plan.

All Program employees received a starter-kit in the mail, which contained a genetic screening kit and a wireless activity tracker. Individuals submitted a saliva sample that was tested for three genes—*FTO*, *MC4R*, and *DRD2*—associated with obesity, appetite, and compulsive behavior, respectively.[19] On the basis of these results and an online assessment, individuals received a personalized nutrition and activity plan, and were assigned to a coach trained to work with their specific profile characteristics.

Individuals in Program Group 2 also received information that predicted their subsequent development of new Met S risk factors using the REFS velocity based predictive model previously described.[7]

Of note, program pricing was negotiated on a per-participant basis and not on an overall population basis (eg per member per month).

Outcome Measures

Outcome measures included program enrollment, engagement, clinical outcomes, and health care costs. Outcomes were measured for the 12-month period from July 2013 and June 2014.

Enrollment

Initial enrollment rates were compared between Program Group 1 and Program Group 2 to determine the impact of providing personalized risk predictions to Program Group 2. Enrollment was defined as employees agreeing to participate in the study and providing pertinent contact information to the Program vendor via the online registration process.

Engagement

Engagement was measured each month and defined as a participant tracking their nutrition or physical activity (manually, electronically, or via activity tracker) for at least 12 days per month, and/or participating in at least one coaching or care manager session (telephonic, e-mail, or video).

Clinical Outcomes

Clinical outcomes related to Met S factors (waist circumference, triglycerides, HDL, blood pressure, and fasting blood sugar) were obtained from clinical laboratory results captured in Aetna's administrative systems from the contracted vendor who provided the annual biometric screenings. Individuals with two sets of measurements (pre and post the Program timeframe) were included in these analyses. Across the five Met S factors, the percentage of individuals who had two sets of measurements ranged between 70% and 78%. In addition, the Program vendor provided information for participants regarding reported weight loss during the study period.

Health Care Costs

Total medical costs were calculated on a per-employee per-month basis during the 12-month study period. Total medical costs were capped at the 98.5th percentile ($45,000 per employee per year) to minimize the impact of extreme outliers. Inpatient, outpatient, emergency room, and pharmacy costs were calculated on a per-employee per-month basis during the 12-month study period. For each of these specific cost categories, costs were also capped at the 98.5th percentile.

Statistical Analyses

Analyses were conducted at a number of levels depending on the outcome measure of interest. Enrollment and engagement rates were compared between Program Groups 1 and 2 for employees invited to participate in the Program. These comparisons were done both from an intent-to-treat perspective (invited employees vs controls) and from an as-treated perspective (participants vs controls).

Clinical outcome measures were compared for individuals in the Program and Control Groups who had biometric screening results from before and after the study. Cost measures were compared for all employees recruited to the study for the 12 months (July 2013 to June 2014). Program Groups 1 and 2 were combined for the clinical outcome and cost comparisons relative to the Control Group.

Z-tests of proportions were used to compare enrollment and engagement rates between Program groups. Chi-square tests were used for comparing discrete variables among groups. Two-tailed *t*-tests were conducted to assess differences in continuous variables between groups. The level of statistical significance for all comparisons was set at P value less than 0.05. We performed all analyses with SAS 9.4 software (SAS institute Inc., Cary, NC).

RESULTS

Baseline Characteristics

Table 1 summarizes that the three groups were similar to each other in demographic and geographic characteristics. In addition, they were similar to each other in overall comorbidity risk score, number of Met S risk factors, and prevalence of chronic conditions related to Met S identified through prior medical claims.

Enrollment and Engagement Levels

Enrollment and engagement rates between Program Group 1 and Program Group 2 were compared to determine the effect of providing the individuals in Program Group 2 with a 12-month prediction of their future Met S risk. The hypothesis was that this additional information would increase both Enrollment and Engagement levels in Program Group 2.

As summarized in Table 2, enrollment was higher for Program Group 1 than for Program Group 2 who received personalized predictions of Met S risk (26% vs 21%, $P = 0.03$). Of those enrolled, the percentage who remained engaged throughout the study period was similar for the two Program Groups (50% for Program Group 1 vs 49% for Program Group 2, $P = 0.73$).

Of the total of 445 individuals who enrolled in the program (Program Group 1 and 2 combined), 221 or 50% demonstrated sustained engagement over the course of the Program.

Clinical Outcomes

Weight Loss

Weight loss was calculated from participant self-report. Of the 445 Program enrollees, 421 or 95% reported their pre and post-Program weight. Of these, 318 or 76% lost weight. The average per person pre-Program weight was 220 pounds (99.8 kg), and the average per person post-Program weight was 210 pounds (95.2 kg), an average loss of 10 pounds (4.5 kg), or 4.3% of the pre-Program value ($P < 0.001$).

Met S Risk Factors

Table 3 summarizes the changes in the five Met S factors from the start of the program. Employees invited to the Program demonstrated a trend for a greater reduction in the waist circumference compared to the Control group (−0.77 vs −0.48 inches, $P = 0.06$). From the as-treated perspective, the Program participants from the two groups combined showed significantly greater reduction in waist circumference relative to the Control Group (−1.06 inches vs −0.48 inches, $P = 0.02$). Improvements were also seen in triglyceride levels for those employees invited to the

TABLE 1. Comparison of Baseline Characteristics of Groups

Population Characteristics	Control	Program Group 1	Program Group 2	*P*
No. of employees	945	945	945	N/A
Age at enrollment	46.5	46.6	46.5	0.98
Female	83%	83%	83%	1.00
Episode risk group score*	1.66	1.66	1.62	0.85
Number of Met S risk factors	2.54	2.52	2.59	0.25
Region				
Mid-America	19%	17%	18%	0.26
North East	31%	32%	32%	
South East	27%	26%	22%	
West	24%	25%	28%	
Metabolic syndrome–related disease prevalence				
Hypertension	50%	46%	48%	0.76
Hyperlipidemia	31%	32%	31%	0.36
Diabetes	19%	18%	19%	0.91
Congestive Heart failure	0.5%	1.1%	0.6%	0.37
Obesity	19%	16%	18%	0.23

*Symmetry Episode Related Risk Group Score (ERG) represents the expected health care utilization for an individual relative to a normative population based on an individual's demographics and medical conditions derived from prior medical and pharmacy claims. https://etg.optum.com/~/media/Ingenix/Resources/White%20Papers/Symmetry_ERG_70_WhitePaper.pdf

Program compared with the Control Group (−8.12 mg/dL vs −2.56 mg/dL, $P = 0.05$), and for Program participants compared with the Control Group (−18.47 mg/dL vs −2.64 mg/dL, $P = 0.01$). HDL levels also improved for the Invited and Participant groups compared with the Control group, although the difference was only statistically significant for the Participant group (2.81 mg/dL vs 1.44 mg/dL, $P = 0.02$).

Health Care Costs

As summarized in Table 4, from the intent-to-treat perspective, the Program groups had a trend for lower mean total medical costs compared to the Control group ($389 vs $434 PMPM, $P < 0.07$). Although component medical cost categories were also lower for the Program group than for the Control group, these differences did not reach statistical significance. From the as-treated perspective, the Program participants had significantly lower mean total medical costs versus the Control group ($312 PMPM vs $434 PMPM, $P < 0.02$). Significantly lower costs were also observed for each of the medical cost subcategories for Participants than for Controls.

DISCUSSION

As the health of American workers declines, employers have invested in a variety of wellness programs to improve the health and productivity of employees, and reduce the associated health care costs. Wellness programs vary in design, ranging from generic, ''one size fits all'' programs purchased from outside vendors, to targeted, high-intensity interventional programs. Programs also vary by duration, and the type of incentives and rewards employees may gain. Consequently, there are limited high-quality clinical and financial data that allow comparison of wellness programs and their relative impact over similar timelines. Commentators[20] have noted that the variation of outcomes used, lack of transparency as to research methods, and differing durations of reports on wellness programs make comparative evaluation difficult.

Nonetheless, recent meta-analyses concluded that wellness programs can generate a return on investment exceeding 3.25:1 after 3 years,[21] and researchers are understandably interested in finding the factors that account for such savings. However, teams have reached different conclusions about what drives those savings: some have achieved positive results from lifestyle-focused programs, while others believe disease management programs drive savings.

The Aetna Personalized Metabolic Syndrome Risk Reduction Program pilot study was undertaken to add more rigor and transparency to the design and reporting of wellness program outcomes. This time-limited, lifestyle-focused wellness program was targeted to individuals with or at an increased risk for Met S. Met S and its component risk factors can often be precursors to developing significant medical conditions such as diabetes, coronary heart disease, and stroke.

The Program used a genetic screen focused on three specific markers—FTO, MC4R, and DRD2—to help individualize and personalize the design of the coaching program. We believe that this contributed to the high and sustained engagement rates of program enrollees.

The lifestyle changes adopted by employees (improved nutrition, and increased activity primarily) delivered clinical and economic impact in just 12 months. In our study, 95% of the 445 Program enrollees reported pre and post-Program weights, and of these 76% (318 of 421) lost weight, with an average weight loss of 10 pounds (4.5 kg) or 4.3% of their initial average weight ($P < 0.001$). Several Met S component risk factors also improved—waist circumference,

TABLE 2. Enrollment and Engagement Rates of Program Groups 1 and 2

Enrollment and Engagement Rate	Program Group 1 Without Prediction	Program Group 2 With Prediction	*P*
N (Invited)	945	945	N/A
Number enrolled (%)	242 (26%)	203 (21%)	0.03
Number engaged (%)	122 (50%)	99 (49%)	0.73

This table shows the enrollment and engagement rates for program groups 1 and 2.
Enrollment limited to 600 qualified employees.

TABLE 3. Clinical Outcomes

Clinical Measure	Control ($N = 945$)*	Invited (Groups 1 and 2 Combined) ($N = 1890$)*	*P*
Waist (inches)	−0.48 ($n = 653$)	−0.77 ($n = 1311$)	0.06
Triglycerides (mg/dL)	−2.56 ($n = 737$)	−8.12 ($n = 1477$)	**0.05**
HDL (mg/dL)	1.44 ($n = 722$)	1.63 ($n = 1475$)	0.60
Glucose (mg/dL)	−0.10 ($n = 723$)	2.11 ($n = 1499$)	0.08
BP systolic (mm Hg)	−1.48 ($n = 650$)	−0.97 ($n = 1306$)	0.47
BP diastolic (mm Hg)	−1.47 ($n = 650$)	−0.86 ($n = 1306$)	0.22
	Control ($N = 945$)	**Participants (Groups 1 and 2 combined) ($N = 264$)**	***P***
Waist (inches)	−0.48 ($n = 653$)	−1.06 ($n = 222$)	**0.02**
Triglycerides (mg/dL)	−2.64 ($n = 737$)	−18.47 ($n = 235$)	**<0.01**
HDL (mg/dL)	1.44 ($n = 722$)	2.81 ($n = 235$)	**0.02**
Glucose level (mg/dL)	−0.10 ($n = 723$)	−0.91 ($n = 234$)	0.68
BP systolic (mm Hg)	−1.48 ($n = 650$)	−1.44 ($n = 221$)	0.97
BP diastolic (mm Hg)	−1.47 ($n = 650$)	−1.33 ($n = 221$)	0.86

This table outlines the 1-year change from baseline for both control and intervention groups for the five Met S factors. In addition, the table breaks out invited or the intent-to-treat population (top half of the table) from those subjects who actively participated in the entire study (bottom half of the table). Values that are highlighted in bold were found to be significant.

BP, blood pressure; HDL, high-density lipoprotein.

*N's for individual measures varied based on availability of clinical laboratory results in administrative data systems.

triglycerides, and HDL. The improved clinical results were associated with reductions in total health care costs of $122 per participant per month, for a total savings of over $600,000 for those engaged in the program. Given that program fees were on a per-participant basis, this resulted in a positive net return on investment for the Program in its first year.

As noted earlier, previous wellness studies have taken several years to demonstrate benefit and it is possible that we would see even greater benefit in subsequent years of the Program.[10,11,21] Preliminary data from year 2 of the Program show that participants from the study who were engaged in a lower intensity ''maintenance'' program sustain their weight loss during the second year.

Of interest was the lack of any significant positive effect on either enrollment or engagement when individuals were provided with specific evidence-based information about their future risk of Met S. We believe that this is consistent with other data that demonstrate that individuals often appear to be irrational decision-makers when presented with evidence-based information on the risks and safety of various consumer products such as cigarettes and alcohol.[22] This issue is worthy of further study, as it has implications for future wellness program designs.

Our results are in marked contradistinction to several recent studies, including one published in January 2014 in Health Affairs,[11] which questions the benefit, if any, of wellness programs, particularly in the absence of concomitant disease management. The obvious question is how one can reconcile these markedly different assessments of the value of wellness programs. To address this, we feel that it may be useful to compare our study in more detail with that of Caloyeras et al.[11] They evaluated the cost impact of both lifestyle and disease management programs at PepsiCo, and concluded that, after 7 years, only the disease management program component was associated with lower costs.

There are several significant methodological differences between our study and that of Caloyeras et al.[11] First, in their study, control patients were obtained via propensity matching from the pool of individuals who had elected not to participate in the wellness programs offered by PepsiCo, whereas they were randomized in our study. This might have introduced some degree of

TABLE 4. Health Care Cost Outcomes

Cost Measures	Control ($N = 945$)	Invited ($N = 1890$)	*P*	% Change
Medical cost PMPM*	$434	$389	<0.07	−10%
Inpatient cost PMPM	$94	$76	0.11	−13%
Outpatient cost PMPM	$271	$260	0.42	−4%
Emergency cost PMPM	$32	$27	0.29	−16%
Pharmacy cost PMPM	$109	$116	0.68	6%
	Control ($N = 945$)	**Participants ($N = 264$)**	***P***	**% Change**
Medical cost PMPM	$434	$312	<0.02	−28%
Inpatient cost PMPM	$94	$45	<0.02	−53%
Outpatient cost PMPM	$271	$229	0.03	−15%
Emergency cost PMPM	$32	$18	<0.01	−44%
Pharmacy cost PMPM	$109	$127	0.61	16%

This table outlines the areas of specific medical and pharmacy costs and the associated differences between the control versus invited (intent-to-treat) and control versus active participants (as treated). Values that are highlighted were found to be significant.

PMPM, per member per month.

*Total medical and pharmacy costs were capped at $45,000 per year and other costs were capped at the 98.5th percentile.

unknown bias. Second, unlike the present study, it does not appear that the Lifestyle component of the PepsiCo study was specifically targeted to higher risk individuals. In fact, the PepsiCo study authors noted a marked relative benefit for the combination of Disease Management along with Lifestyle versus Disease Management alone, and remarked that this ''suggested that proper targeting can improve program performance.'' Third, program participation definitions appear to be different and were more stringent in our study. Lastly, there were significant differences in underlying wellness program design and implementation between our study and the PepsiCo study.

In sum, we believe that these methodologic and programmatic differences are sufficient to explain the marked discrepancies noted between the results of the two studies. The implications are that for lifestyle wellness programs to be successful, they need to be targeted to appropriate higher risk individuals, and be well designed and implemented.

Study Limitations

The study has a number of limitations, but we believe none of them are material enough to detract from the overall positive results of the Program relative to engagement, clinical outcomes, and costs. Firstly, the study was limited to a single large employer. Secondly, as noted previously, due to resource constraints, study registration was artificially limited to the first 600 qualified individuals. Thirdly, the results relative to weight loss were based on self-reported data and are therefore subject to criticism. However, the fact that 95% of all 445 program enrollees reported their pre and post-Program weights mitigates the likelihood of significant reporting bias. Finally, it is not known whether any individuals in either the study or control groups were engaged in additional external programs or efforts that could impact their results and health profile. Measures of employee productivity were not examined in this study. This is an important area for future investigation.

The improved clinical outcomes and health cost reductions generated by the Program demonstrate that significant clinical and cost benefits can be derived from addressing Met S and its risk factors through appropriately designed wellness programs that focus on weight management. Such programs, if implemented at scale and maintained, would be expected to produce additional marked beneficial effects on downstream risk factors and events such as hypertension, diabetes, myocardial infarction, stroke, and heart failure, along with their associated costs.

CONCLUSIONS

Lifestyle-focused wellness programs can be effective vehicles for change to both improve the health of individuals and reduce health care costs. The Met S Engagement Program described here shows that a clinically targeted, personalized wellness program can result in significant improvement in engagement, clinical outcomes related to Met S risk, and costs within just 1 year.

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PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "**Agreement**") is entered into as of September 12, 2018 (the "**Effective Date**") by and between Newtopia Inc., an Ontario corporation with its principal place of business located at 4101 Yonge St., Ste. 706, Toronto, Ontario, Canada, M2P 1N6 ("Newtopia") and Canon Medical Systems USA, Inc., with its principal place of business located at 2441 Michelle Drive, Tustin, California, 92780 ("**Client**"), (each a "Party" and collectively the "Parties").

In consideration of the mutual covenants and conditions herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ADDITIONAL DEFINITIONS.

A. **"PO"** means an official PO request for goods or Services sent by Client to Newtopia which includes all the data elements of the order, including description of what is being ordered, quantity, unit of measure, price, ship to and bill to location, and date required. New or additional quantities of goods or Services may be acquired through a PO rather than a Schedule. POs may be made against a Schedule or this Agreement.

B. "**Schedule(s)**" means a mutually executed written instrument(s) with attached statement(s) of work that set forth the relevant Services to be provided by Newtopia to Client and its customers, purchase or acquisition information, term, fee, dates for performance and such other information as the Parties deem necessary and appropriate.

C. "**Services**" mean the professional services detailed in the applicable Schedule, which shall include a description of the services to be provided by Newtopia, the quantity to be delivered, the fees and charges, the date(s) and site(s) for the Services and such other information the Parties deem necessary and appropriate.

2. SERVICES. Newtopia shall provide the Services, and perform them in a good, professional, workmanlike and commercially reasonable manner. Newtopia shall perform the Services as an independent contractor and not as an employee, partner, joint venture or agent of Client.

3. CLIENT BRAND STANDARD. If the Services require use of Client's corporate design and/or brand, Newtopia shall adhere to Client's standards in the use of such corporate design or brand.

4. NEWTOPIA PERSONNEL.
Background Investigations. Upon written request, Newtopia agrees that each Newtopia employee accessing Client's employee's PHI will be subject to the following background checks:

i. Verification of at least two (2) confirmed employment references;
ii. Verification of either: a) educational attainments (highest degree claimed) or b) work experience relevant for his/her role;
iii. To the extent permitted by applicable law in the jurisdiction in which the employee lives, a criminal record check.

If Client requires a broader or more current check, Newtopia will obtain one at Client's expense.

5. INVOICING & PAYMENT. a) Newtopia shall electronically invoice Client (or its agent, designated by Client to Newtopia in writing) for fees per the applicable Schedule. All invoices shall (i) reference the number on the Client's PO issued to Newtopia; (ii) use the fee or rate specified on the appropriate Schedule; and (iii) be sent in a timely manner to Client. Payment for all undisputed amounts owed by Client to Newtopia for the Services are due thirty (30) days from Client's receipt of such invoice. Unless otherwise agreed in writing Client shall make payments electronically, and pay any wire fees.

Any disputed amounts will be paid immediately after the dispute is resolved.

b) Client (or its agent designated by Client) shall notify Newtopia on a timely basis, if an individual ceases to be eligible as a Newtopia customer. Newtopia is not entitled to compensation under this Agreement, for services Newtopia rendered to the individual after Newtopia's receipt of said notice from Client.

6. OWNERSHIP OF MATERIALS. Unless otherwise agreed to in writing by authorized representatives of the Parties, all materials produced by Newtopia as part of the Services provided to Client under this Agreement shall belong exclusively to Newtopia or its licensors. Client shall have a non-exclusive, perpetual, irrevocable, royalty-free license to use any such original materials produced by Newtopia as part of the Services delivered to Client under this Agreement, but only for the purposes of Client's Participants using the Services, and Client measuring the efficacy of the Service.

7. CONFIDENTIALITY.

A. Health Insurance Portability and Accountability Act ("**HIPAA**"). Newtopia may have access to, create, maintain, transmit and/or receive certain Protected Health Information ("**PHI**") in conjunction with the Services being provided to Client under this Agreement. In conformity with the regulations at 45 C.F.R. Parts 160-164, implementing the privacy and security requirements set forth in the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (the "**Privacy and Security Rules**"), the Parties have entered into a written Business Associate Agreement that meets the applicable requirements of the Privacy and Security Rules, attached as **Exhibit B**. Newtopia shall at all times comply applicable provisions of the Privacy and Security Rules and all applicable rules and regulations implementing HIPAA during the term of this Agreement.

B. Definition of CI. In this Agreement, "Confidential Information" or "CI", means nonpublic, proprietary and confidential information concerning either Party: performance of Services, provision of products; information concerning customers, employees, enrollees or members; all pricing, financial, technical and other information in any form (including all copies thereof) which is considered nonpublic, proprietary or confidential to either Party or any of its affiliates, including, but not limited to, information or materials related to the business affairs or conditions of either Party and its affiliates; policies and/or procedures; strategies or initiatives; the design, programs, flow charts, and documentation of either Party's data processing applications and software, or product road maps, whether or not such applications and software are owned by each Party; third party intellectual property; information that by its nature should be considered confidential, whether or not owned by either Party, that is disclosed by one Party to the other Party under any Schedule or Agreement or any relevant purchase or acquisition being contemplated under this Agreement. "CI" also includes: i) any reports, notes, summaries, work product, or other documents to the extent utilizing or incorporating CI whether in whole or in part, and oral presentations or discussions describing, elaborating upon, or otherwise relating to CI; and ii) any record labeled "Confidential" any record or oral disclosure which a reasonable recipient, in the circumstance would reasonably consider to be confidential. Notwithstanding the above, CI does not include Protected Health Information, which is governed by the Business Associate Agreement.

C. Non-Disclosure of CI. The recipient agrees to use the CI solely to implement this Agreement and shall limit disclosure of CI solely to those employees, agents or consultants who require access in performance (or use or facilitation) of the Services under this Agreement. Copying and reproduction of the CI shall be done to the minimum extent necessary. Neither Party

shall copy, reproduce, sell, assign, license or disclose any CI it receives from the other Party to any other individual or entity or agency except as otherwise allowed herein or as authorized by law. Either Party may disclose CI to its agents or consultants who are bound by written obligations of confidentiality substantially similar to and, in any event, no less stringent than those set out in this s.7 and who have a need to know such CI to carry out the purposes of this Agreement. Each Party warrants that it will apply commercially reasonable safeguards to protect the CI received from the other Party against unlawful or otherwise unauthorized access, use, and disclosure and to take any other steps reasonably necessary to safeguard CI. CI shall not be used by the recipient other than in performance of this Agreement. Within thirty (30) days of receipt of written request from the other Party or termination of the Agreement, each Party agrees to return to the other Party, or to destroy and to delete from any of its electronic storage devices, all CI received from the other, in whatever form, (but may retain one copy (including any and all emails, attachments contained in such emails and electronic files) if required by law, regulation, regulatory authority or the recipient's internal document retention policies and procedures (including backup and disaster recovery), provided that any CI so retained shall remain subject to the terms of this Agreement).

D. Exceptions. CI does not include information which:

   i. enters into the public domain through no breach of this Agreement by the recipient;
   ii. is rightfully received from a third party without confidentiality restrictions and without breach of this Agreement;
   iii. is approved for release by written authorization of an officer of the discloser;
   iv. is already in recipient's possession as evidenced by contemporaneous written records created in the normal course of business and is not the subject of a separate confidentiality agreement; or
   v. is independently developed by the recipient not in reliance upon the CI.

   A recipient may disclose the CI if required by a governmental agency or operation of law. If legally permissible and to the extent possible, recipient will give prior notice to discloser of such disclosure, so discloser, at discloser's sole expense and discretion, may seek confidential or protected status for such CI. If notice to discloser is not legally permissible, recipient shall use reasonable efforts to receive confidential or protected status for such CI.

E. Remedies. Both Parties expressly agree that a breach or threatened breach of any confidentiality obligations by the recipient, an agent, consultant or an employee is highly likely to cause significant, irreparable harm to the discloser and that the discloser shall be entitled, in that case, to seek a temporary, preliminary and/or injunctive relief, or any other equitable remedy deemed appropriate by the reviewing court, to protect its interests in its CI. Should recipient learn of a breach or threatened breach of the other Party's CI, recipient shall immediately notify discloser of the nature of the breach or threatened breach and the CI that has been disclosed. The recipient shall take all necessary steps to immediately cure or prevent such breach and to ensure no further release of any CI. To the extent that a breach or possible breach is the result of a Party's performance, then, that Party shall cooperate fully to assist the other Party, at the first Party's pro rata expense, in: (a) identifying individuals potentially affected by the breach; (b) conducting any risk assessment required by applicable law; and (c) providing any notifications required by applicable law. To the extent that the breach resulted from acts or omissions of a Party, its affiliates or its contractors, that Party shall be responsible for its pro rata portion of all costs, damages, or fines actually incurred in connection with the foregoing activities.

F. Records Retention. Newtopia shall retain Client Business Records for a period of ten (10) years following termination of this Agreement. "Client Business Records" means information created or received by Newtopia in connection with the Services performed for Client under this Agreement and in support of Newtopia business activities that evidence Newtopia's functions, operations, and obligations to Client under this Agreement, including but not limited to, as applicable: Client's CI data and information on internal or external transactions, financial results, strategic and operational plans, policies and procedures; correspondence/communications with members, plan sponsors, producers, providers, subcontractors and/or regulators, and internal copies of legally required reports or forms.

G. Survivability. It is expressly agreed by the Parties that the provisions of this section shall survive the termination, for any reason, of this Agreement and shall be binding on each Party, its successors and assigns for the benefit of the other Party, successors and assigns.

8. NON-DISCLOSURE STATEMENT. Upon request, each Party's employee or contractor key to the performance of this Agreement shall execute, prior to performing any work, a non-disclosure statement.

9. INDEMNIFICATION. A. Each Party (the "Indemnifying Party") hereby agrees to defend at its own expense, and to indemnify and hold the other Party, its officers, directors, employees, successors and assigns ("Indemnified Parties") harmless from any loss, claim, damage, cost or expense, including but not limited to reasonable attorneys' fees and costs, that may be awarded against the Indemnified Parties (or agreed upon by the Indemnifying Party in a settlement) in connection with a third party claim against the Indemnified Parties, to the extent arising out of or related to a culpable act or omission by the Indemnifying Party, its officers, directors, or employees, under this Agreement, directly resulting in damage to realty, and other tangible property, death or physical injury.

The Indemnified Parties agree to: (i) send the Indemnifying Party written notice of any claim, suit, allegation or proceeding Indemnified Parties receive relating to any claim under s.9A; (ii) give the Indemnifying Party authority to proceed as contemplated herein, and, (iii) at the Indemnifying Party's expense, give the Indemnifying Party proper and reasonable information and assistance to settle and/or defend any such claim, suit or proceeding. Failure of the above (i), (ii), and/or (iii) by the Indemnified Parties shall not relieve the Indemnifying Party of its obligations, except to **the** extent that the Indemnifying Party is prejudiced by such failure.

B. Newtopia shall at its own expense: a) defend, and b) hold harmless Client and its officers, agents, employees, customers and directors ("Client Indemnitees") from and against any and all amounts including legal fees, that may be awarded against the Client Indemnitees (or agreed upon by Newtopia in a settlement) in connection with a third party claim against the Indemnified Parties, to the extent arising out of or related to any claim, suit, proceeding or allegation that the Services and/or Materials produced by Newtopia infringe upon or violate copyrights, trade secrets, U.S. patents, or other proprietary or intellectual property rights of a third party, whether or not such claim, suit, proceeding or allegation is successful. Client agrees to (i) send Newtopia written notice of any claim, suit, allegation or proceeding Client receives relating to the potential infringement by any Newtopia Services or materials of copyright, trade secrets, US patents or other proprietary or intellectual property rights of a third party promptly after Client receives written notice of the same (ii) give Newtopia authority to proceed as contemplated herein, and, (iii) at Newtopia's expense, give Newtopia proper and reasonable information and assistance to settle and/or defend any such claim, suit or proceeding. Failure of the above (i) and/or (ii) by Client shall not relieve Newtopia's obligations, except to the extent that Newtopia is prejudiced by such failure.

10. LIMITATION OF LIABILITY. IN NO EVENT SHALL A PARTY BE LIABLE TO

THE OTHER PARTY FOR: A) DIRECT DAMAGES IN EXCESS OF THE AGGREGATE FEES PAID OR PAYABLE BY CLIENT TO NEWTOPIA IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM; B) CONSEQUENTIAL INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES; RESULTING FROM OR RELATING TO THE AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Each Party shall have a duty to mitigate damages for which the other Party is responsible.

The foregoing limitations will not apply to:

i. s.9 payment obligations of an Indemnifying Party; or
ii. s.7 payments due from a Party breaching s.7 confidentiality; or
iii. claims against a Party for gross negligence or willful misconduct by the other Party, its agents, assigns or employees.

11. TERM AND TERMINATION.

A. Term. This Agreement shall become effective as of the Effective Date and shall continue until September 12, 2021, unless terminated in writing pursuant to s.11.B. The Parties may agree to extend the term of this Agreement, provided the parties mutually agree in writing to an extension.

B. Termination. (i) Either Party may terminate this Agreement and/or the applicable Schedule if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notice by the terminating Party of such breach. (ii) In addition, either Party may terminate this Agreement and/or the applicable Schedule hereto for any reason with ninety (90) days prior written notice to the other Party.

C. Effect of Termination. Without prejudice to Client claims for an alleged breach, Client shall compensate Newtopia for all Services rendered prior to the date of termination, without offset.

12. FORCE MAJEURE. Neither Party shall be liable to the other Party or deemed to be in default for any delay or failure in performance of any obligation under the Agreement or interruption of Service resulting directly or indirectly from acts of God, civil or military authority, acts of the public enemy, acts of terrorism, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements or any other similar cause beyond the reasonable control of such Party ("Force Majeure Event"). The Party relying upon a Force Majeure Event shall give timely written notice and diligently mitigate the situation. A Force Majeure Event shall not relieve the non-performing Party of liability for its failure to diligently attempt to remove the cause of the Force Majeure Event in an adequate manner and with all reasonable dispatch, or in the event such default or delay could have been prevented or mitigated by precautions or back up plans commercially reasonable for a company of its size.

13. DISPUTE RESOLUTION AND BINDING ARBITRATION.

A. Dispute Resolution. Prior to initiation of binding arbitration, the Parties shall first in good faith attempt to resolve their dispute informally, beginning at the lowest possible level of authority. The Parties will try to arrange personal meetings and/or telephone conferences as needed. Each negotiator will have the authority to negotiate and enter into a settlement of the dispute on their respective company's behalf.

B. Binding Arbitration. Any dispute arising out of or relating to the Agreement not settled through informal dispute resolution, (except for temporary, preliminary, or permanent injunctive relief or any other form of equitable relief which shall be subject to the ruling of an applicable court of competent jurisdiction), shall be settled by binding arbitration in New York, New York. This Agreement shall be governed and interpreted

by the laws of New York, excepting its choice of law provisions, under the then current rules of the American Arbitration Association.

14. APPLICABLE LAWS & REGULATIONS. Each Party agrees it will comply with all applicable laws relating to the performance of its obligations under the Agreement including, but not limited to, compliance with HIPAA and related rules and regulations and obtaining all necessary regulatory approvals, necessary licenses and permits applicable to its business.

15. ASSIGNMENT. Neither Party may assign its rights or delegate its obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment not in accordance with this section shall be null and void.

16. OUTSOURCING. Newtopia may use contractors. Such use shall not adversely affect any of Client's rights under the Agreement. Newtopia remains liable for the wrongful acts and omissions of its contractors.

17. SURVIVABILITY. All sections of the Agreement that by their respective nature should reasonably survive Agreement expiration or termination shall so survive.

18. ENTIRE AGREEMENT; SCHEDULES. The Parties agree that the Agreement, along with any exhibits, and any applicable Schedule shall constitute the entire Agreement between Newtopia and Client with respect to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations, commitments and other communications between the Parties regarding the subject matter hereof, including any fixed terms and conditions on a PO. This Agreement may not be, changed except by written instrument signed by a duly authorized representative of each Party and that expressly intends such change. Notwithstanding anything else herein, or in any PO, whether the PO is issued and accepted before or after Client has agreed to the terms of this Agreement, the terms and conditions in any issued and accepted PO are void, other than the identification of the goods or service, the price and the quantity of the goods (and price, type, duration or level of service) desired, the address for invoicing, and the required delivery date (if fixed), and delivery site(s). Schedules shall be consecutively numbered for the purposes of identification. Once signed by both Parties, each Schedule shall be incorporated into by reference, and subject to the terms of the Agreement.

19. MISCELLANEOUS. A) All notices and other communications required shall be in writing via overnight courier, certified/registered mail, return-receipt requested or in person to the Parties at their addresses set forth above, or to such other address as either Party may so designate. B) Neither Party shall use the name, trade name, service marks, trademarks, trade dress or logo of the other in publicity releases, advertising or similar activities without the prior written consent of the other. C) If any one or more of the provisions contained in this Agreement shall be held unenforceable in any respect by a court of competent jurisdiction, then such unenforceability shall not affect any other provisions and the arbitrator(s) shall construe the term as narrowly as is necessary to render it enforceable, while meeting the intended economic effect the Parties had originally agreed upon. D) Neither Party shall disparage the other. E) The failure or delay of either Party to insist, in any one or more instances, upon the performance of any terms or conditions herein or to exercise any right or privilege herein, shall not be construed as a relinquishing of future performance or as a waiver of any of the same or similar rights or privileges in the future and the obligation of the other Party with respect to such future rights or performance shall continue in full force and effect as if such failure or delay never occurred. F) Each Party recognizes breach of confidentiality provisions may cause irreparable harm inadequately compensable in damages and that accordingly, the other Party may seek injunctive relief against a breach or threatened breach of said provisions in addition to any other legal remedies under this Agreement or at law or in equity.

21. **COMPLIANCE WITH GENETIC INFORMATION NON-DISCRIMINATION LAWS.** Without limiting the generality of s.15 of this Agreement ("Applicable Laws and Regulations"), or confidentiality obligations under Section 7A. "Health Insurance Portability and Accountability Act", Newtopia and Client further agree to independently, and will cooperate to, comply with the Genetic Information Non-discrimination Act of 2008 (as amended) ("GINA"). Neither Client, nor any of its officers, directors, agents or employees, shall request or require that Newtopia provide to it any genetic test results or medical sample of any individual, including Participants, and Newtopia will not provide Client or any of its affiliates, officers, directors, agents or employees with the personally identifiable genetic test results of any individual, and each Party will take commercially reasonable steps to reduce the risk that the Services result in receipt of such genetic test results by Client or any of its affiliates, officers, directors, agents or employees.

b. Each Party represents and warrants that it possesses a competent operating knowledge about, and a compliant history with, GINA.

22. **ATTACHMENTS.** Attachments (schedules, exhibits etc.) are incorporated by reference and are subject to the terms hereof.

IN WITNESS WHEREOF, the Parties have hereto by their duly authorized representatives executed this Agreement.

NEWTOPIA INC.	**CANON MEDICAL SYSTEMS USA, INC.**
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

Initial Attachments

Exhibit A – Insurance Coverage

Exhibit B - BAA

Exhibit A – Insurance Coverage

While this Agreement is in effect and for a period of one year thereafter, Newtopia shall maintain, at its own cost and expense, insurance as set forth in the COI/EOI attached.

Exhibit B – BAA

Newtopia Program Statement of Work (SOW)

This Statement of Work ("SOW") is effective February 1, 2022 ("SOW Effective Date"), by and between ABC Company Stores Inc. on its own behalf and on behalf of its subsidiaries and Affiliates, and each of their respective subsidiaries and affiliates (hereinafter "ABC COMPANY" or "Client"), and Newtopia, Inc., an Ontario Corporation ("Newtopia" or "Partner"), with offices located at 4101 Yonge Street, Suite 706, Toronto, ON M2P 1N6 Canada. This SOW will set forth the terms and conditions under which Partner will provide certain Services and/or Deliverables to ABC COMPANY. Capitalized terms used in this SOW without definition, shall have the meanings ascribed to such terms in the Agreement.

Introduction

Purpose

This SOW establishes the project baseline, for Phase I (Pilot) and Phase II (National Roll out) which serves as a mutual agreement between ABC COMPANY and Partner for activities that will take place during the course of this SOW. Included herein will be the project goals and requirements, Deliverables, an estimate of project costs, a description of the Project Team structure, and outlines of the parties' roles and responsibilities.

This SOW will be reviewed and approved by the project stakeholders to ensure that the "Project Team", which includes representation from ABC COMPANY and Partner; has a clear understanding of the goals of the implementation and the path to achieve them.

Scope and Responsibilities

The intent of this SOW is to outline the tasks, responsibilities, timeline, Deliverables, and costs for the performance and completion of the described Services and/or Deliverables, such that the precedent set under this SOW becomes the agreed way of working for the term.

The following project scope details the parameters and includes the tasks and Deliverables Partner will provide to ABC COMPANY related to both parties' mutual business. Partner will provide a hosted Weight Management intervention program geared towards improving the five metabolic syndrome (MetS) risk factors: Waist Circumference, Blood Pressure, Fasting Glucose, High-density lipoprotein (HDL), Triglycerides (the "Newtopia Classic Program"). Partner will provide coaching and genetic testing capability geared towards (at least) three genes associated with obesity, appetite, and eating behavior, and all other services and obligations of Partner under Attachment A Statement of Work ("SOW") hereto ("Services"). A Participant shall be defined as a benefits eligible employee who has met the Newtopia program eligibility criteria and has enrolled.

A. Summary of Services:

i. Identification of at-risk participants: The Parties will use available data (i.e. lab screening data, claims data, online risk screener, etc.) to identify at-risk participants eligible for the program.
ii. Onboarding: Participants that elect to participate in the program shall be deemed eligible based on mutually agreed upon criteria by the Parties.
iii. Welcome Kit: All Participants will receive, at their designated address, a Welcome Kit that includes tools to track engagement and outcomes whereby both Participant and Newtopia coach (Inspirator) can access data and monitor progress, an optional genetic test with prepaid courier envelope directed to a laboratory for testing, as well as a wireless body weight scale, measuring tape, optional activity tracker and program collateral materials.
iv. Compliance: Newtopia Care Specialists will oversee each Participant's progress throughout the program and check in intermittently to encourage program compliance.

v. Coach-Inspirator Selection: Participants will be matched with an Inspirator using a proprietary matching algorithm, looking at personality types of both the Participant and the Inspirator.
vi. Coaching Sessions: Meetings between a Participant and their Inspirator will be conducted using telephone, video conferencing platform, SMS/text or email. Sessions will be booked in advance and at a mutually convenient time.
vii. Personalization: The program will be personalized to the Participant, incorporating genetic test results (if provided), personality type, readiness to change and Participant's current lifestyle and habits.
viii. Security: The program shall be conducted in accordance with all healthcare industry standard information privacy and security protocols and safeguards and shall comply with applicable federal and state regulations.
ix.

B. Newtopia agrees that, as part of the Services, it shall:
i. Provide Welcome Kits as detailed in Section 1.
ii. Be responsible for obtaining and storing the Participants' signed consent and/or service forms.
iii. Enable Participants to:

- Elect to take or not take the genetic test. For those that do elect to take the genetic test, Newtopia will receive or have access to the results of genetic tests (conducted in CLIA certified laboratories.) which Newtopia will use and disclose in accordance with the Participant consent form and for purposes of developing and tailoring plans for the participation in the program by individuals and for wellness related research and quality assurance activities; and,

- Participate in the programs regardless of such election.

- Provide individual coaching services and maintain appropriate staffing ratios.
- Distribute satisfaction surveys at least twice a year on coaching interaction and Participants' overall experience.
- Provide all Services and deliverables herein on a secure and timely basis as detailed in Section 2.

2. Deliverables

A. Marketing Materials

i. Newtopia shall provide Client with marketing materials to be used for potential onsite presentations, email campaigns, and outbound mail campaigns to eligible individuals.
ii. The Parties agree that the program may be co-branded upon agreement by both Parties and, pursuant to the Agreement, subject to the Parties brand standards.
iii. Newtopia shall provide a secure online portal for Participants to securely register online, track their activities, interact with the social community, etc.
iv. Newtopia shall provide Participants with (i) a consent form as required to comply with all applicable laws and regulations; and (ii) any custom Client consent form as reasonably requested by Client. Newtopia will maintain for a period of **ten (10)** years copies of the assented to consent agreements. Assent may be evidenced by manual signature, digital signature, or other reasonable evidence of assent.
v. Newtopia shall ensure that Participants receive customized content which is tailored to the program.

B. Registration, Eligibility, Welcome Kits
- Client will be responsible, with recommendations from Newtopia, to identify eligibility criteria to participate in the Newtopia program (Phase I and Phase II).

i. The Parties acknowledge and agree that in order to be eligible, Participants will be required to have an out of range BMI or Waist Circumference OR out of range BMI or Waist

Circumference and any other one (1) or more out of range Metabolic Syndrome Risk Factors. Risk factors will be determined either through biometric screening or an online risk screener. Biometric risk factors include:

ii. BMI of 25 or greater or large waist circumference: a waistline that measures at least 35 inches (89 centimeters) for women and 40 inches (102 centimeters) for men
iii. High triglyceride level: 150 milligrams per deciliter(mg/dL), or 1.7 millimoles per liter (mmol/L), or higher of this type of fat found in blood
iv. Reduced high-density lipoprotein (HDL) cholesterol: less than 40 mg/dL (1.04 mmol/L) in men or less than 50 mg/dL (1.3 mmol/L) in women of this "good" cholesterol
v. Increased blood pressure: 130/85 millimeters of mercury (mm Hg) or higher
vi. Elevated fasting blood sugar: 100 mg/dL (5.6 mmol/L) or higher
vii. Elevated HbA1c: 5.7 or higher

- Client and/or other parties shall be responsible for securely providing Newtopia with eligibility source files or a methodology of identifying and verifying approval for the employee to participate in the program (including emails, lab results, claims data, hra results, etc.). Participants in their first twelve (12) consecutive months of the program are considered to be in the “Achieve Phase”. Participants will then move into the “Elevate Phase” of the program from month 13 onwards.

C. Data Analysis Reports

- Client Administrative Reporting

(a) Newtopia will provide quarterly administrative reports to Client’s benefits team. Reports will include metrics on Newtopia program activity for all Participants. The report will allow Client to review the performance and efficacy of the program. At Client’s expense, Newtopia will provide any custom reports mutually agreed to by the Parties.

- Summary of at-risk identified, engagement, average weight loss, year over year trends, etc.
- At-risk identified, # of Welcome Kits sent, # of participants invited, # of participants registered and # of program orientations
- Engagement details by type of interaction (i.e. Coaching call, tracking of physical activity, tracking of app log-ins, tracking of weight etc.)

(b) Reporting will be provided no later than thirty (30) days after the close of the prior quarter.

Project Team

The Project Team will assure the effective long-term transition of the managed operations and provide oversight and strategic direction to the scope, timeliness, and financials of the Services. This team will consist of senior representatives from both the Partner and ABC COMPANY management. This team will meet on a regular basis to review project progress and address issues. The following responsibilities are to be accomplished by the team throughout the life of the Services:

(i) Overall project direction and guidance
(ii) Top management commitment through active participation in the project
(iii) Project process monitoring
(iv) Input on strategy, policies and major issue resolution
(v) Resolution of resourcing issues
(vi) Partner Staffing Plan
(vii) Payment Schedule

Project Team

Partner Project Team: NEWTOPIA	ABC COMPANY Project Team:

Financial Arrangements and Pricing

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A. The following pricing is effective as of the SOW Effective Date and shall remain in effect for a period of three (3) years. Newtopia shall provide three (3) months prior written notice to Client of any proposed changes to pricing after the initial term of this SOW. For clarity, the terms/fees in this SOW are limited to the Newtopia Classic Program only. Any mutually agreed upon enhancements or changes to the program offering and pricing will be added as an addendum to the applicable SOW.

   Client agrees to pay Newtopia a monthly engagement fee of sixty-two United States (US $62.50) Dollars per engaged Participant per month during the first twelve months ("Achieve Phase") and fifty five ($55) Dollars per engaged Participant per month from month thirteen onwards ("Elevate Phase").

   Welcome Kits will be billed by Newtopia at the rate of One Hundred and Fifty United States (US $150) Dollars. Beginning (and including) the first month that a Participant signs up, Client will pay Newtopia the monthly engagement fee, in addition to applicable Welcome Kit fees. Client will pay Newtopia within thirty (30) days of receipt of invoice from Newtopia.

B. Participant Engagement ("Engagement") definition below is the basis for which Newtopia is eligible to bill monthly engagement fees.

   Participants need to meet at least one of the below five standards:

   i. Participating in at least one coaching or care specialist session (includes any electronic communication) during the month; and/or

   ii. Checking-in with the app a minimum of 12 times in the month and/or

   iii. Logging weight through a smart weight scale a minimum of eight (8) times during the month and/or

   iv. Logging physical/ fitness activity and/or uses an Activity Tracking Device a minimum of twelve (12) days' during the month; and/or

   Newtopia shall charge Client an additional One Hundred and Fifty (US $150) Dollars as an Outcome Success Fee for any Participant that meets the success criteria of 5% or greater body weight loss by the end of the twelve (12) months.

Term and Termination

This SOW will take effect as of September __, 2022 and will continue through September 30, 2023. This SOW will expire on September 30, 2025 and will be renewed or extended only by mutual agreement of the parties set forth in writing. ABC COMPANY may terminate this SOW or any of the Services and/or Deliverables detailed in this SOW at any time for any reason with a minimum of thirty (30) days' Notice in writing. Upon Notice of termination, all undisputed Services, Deliverables or travel related expenses incurred shall become due and payable.

Project Manager

The "Project Manager" is responsible for the day-to-day management and direction of the Services. Accordingly, the responsibilities are as follows:

(i) Successful implementation and completion of the Services and/or Deliverables including pricing, timelines, and scope.
(ii) Resolution of issues, which may extend beyond the boundaries of the project.
(iii) Communication of unresolved issues to the Project Team.
(iv) Receipt and review of core business process designs and programs.
(v) Project leadership, team building, strategy consultation, and advice in aspects of the implementation.
(vi) Review and sign-off of all major Deliverables for the Services.

Responses to Failure to Deliver Services and/or Deliverables

1.1 Advance Warning

Partner shall notify and fully disclose to ABC COMPANY in writing as soon as it becomes aware of any event or occurrence, actual or threatened, which materially affects or would materially affect Partner's ability to provide the Services and/or Deliverables or perform any of its other obligations under this SOW.

Change Order Process/Procedures

In order to maintain a clear line of communications through the engagement, any material changes ("Change" or "Changes") will go through a formal change control process. Changes that may impact project direction and/or schedule must be approved before being implemented. Any Changes affecting Project cost may require an Amendment to this SOW.

Partner Locations

Assignment Location (Where Services will be delivered)

Services will be provided to Participants at their home location throughout the United States or, to the extent permissible by such Participants' employers' work locations. Newtopia shall not provide such Services (or components of Services) in states or jurisdictions where the Services are prohibited

IN WITNESS WHEREOF, Partner and ABC Company have caused this SOW to be executed by their duly authorized representatives, effective as of the date first written above.

ABC Company		Newtopia, Inc.	
By:	{{_es_signer2_signature}}	By:	{{_es_signer1_signature}}
Name:		Name:	{{*N_es_:signer1:fullname}}
Title:		Title:	{{*Ttl1_es_:signer1:title}}
Date:	{{_es_signer2_date}}	Date:	{{_es_signer1_date}}