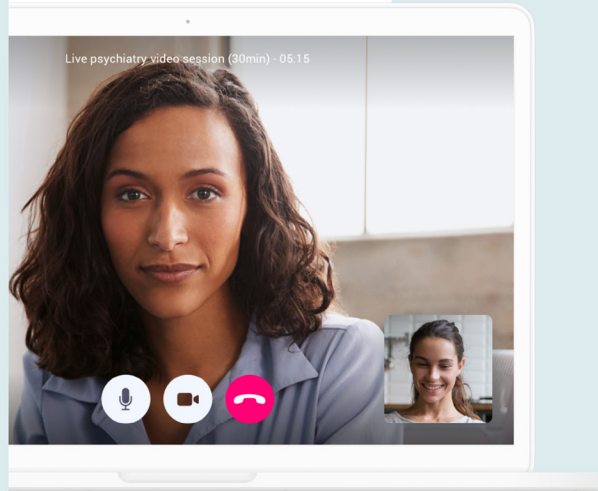


- ✓ Complete the questionnaire to receive a personally curated list of available providers
- ✓ Review professional profiles and choose a dedicated provider to support your journey
- ✓ Create an account and download the app (iOS and Android) for easy future access
- ✓ Text messaging can begin the same day as registration and video appointments occur within days of scheduling



Over the last decade, Talkspace has supported more than 2 million adults, teens, and couples with counseling, therapy, and medication services.

**Are you ready to start feeling better?**

Learn more at [talkspace.com/name](https://talkspace.com/name)

talkspace

**Something on your mind?**



Mental health support is now within reach. Connect with an available licensed provider today.

Learn more at [talkspace.com/company](https://talkspace.com/company)

# Support from anywhere

Talkspace is a virtual service that connects members with licensed mental health providers for counseling, therapy and medication support (depending on plan type). Talkspace has many options—including self-help tools and education—to support the needs of adults, teens, and couples.

Talkspace supports a wide range of needs including stress, healthy living, depression, anxiety, relationships, PTSD, grief, substance use, eating disorders, and more.



# A national network of providers

The Talkspace network represents more than 20 clinical specialties, and features thousands of licensed therapists and prescribers across all 50 U.S. states. Clinicians are insured and verified according to NCQA standards.

In a study of 10,000 member participants, 70% experienced significant symptom improvement and 50% fully recovered within 12 weeks of regular engagement with their Talkspace therapist.

# No office or commute needed

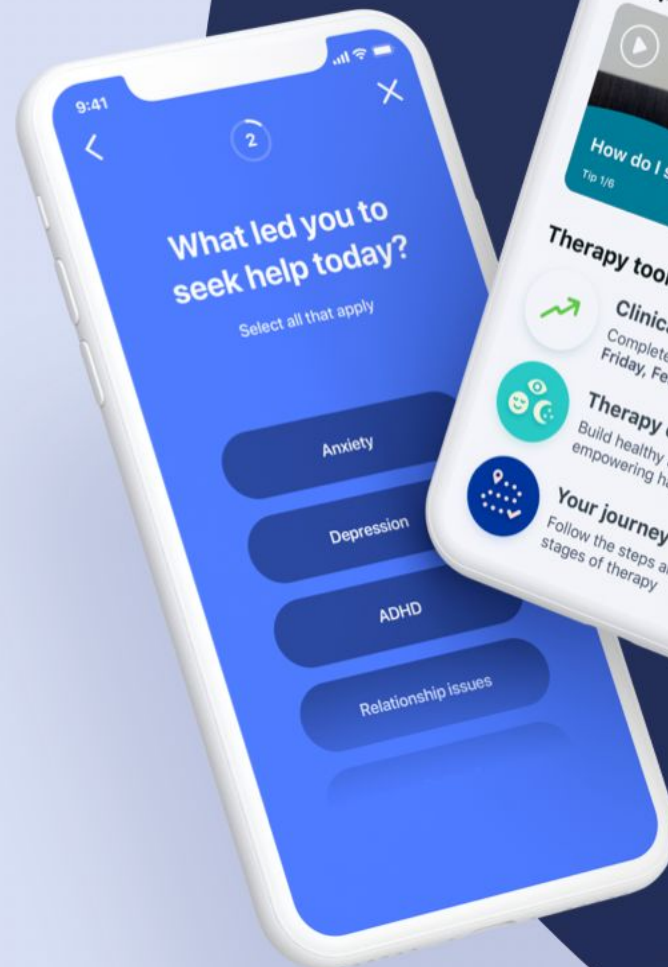
Every member selects a dedicated provider from a curated list of in-state matches. All care is delivered through a HIPAA-compliant and secure digital platform (iOS/Android/Web), so members can send their personal therapists unlimited private text messages, anytime, or attend a video appointment, from anywhere. Providers message via text, voice, or video.





Discovery • Knowledge • Action

# Talkspace Communications Overview



# Access begins with discovery

## Benefit engagement programs face a number of challenges that hinder utilization

### Team member challenges

- Awareness
- Recall
- Usage misperceptions (i.e. eligibility & confidentiality)

### Employer challenges

- Bandwidth
- Communication cadence
- Creative resources
- Best practice knowledge regarding activation

Talkspace offers a comprehensive communications program, shaped by our subject matter experts, to overcome these hurdles. These benefits are available at no additional cost.



# We support mental health dialogue across touchpoints that matter to you and your team members

Our program features communications portal access, plus consultation and custom initiatives

Our materials, planning templates, and initiatives focus on 3 critical areas for population influence:

1. **Channels:** How does your company deliver updates?
2. **People:** Who do team members listen to?
3. **Journeys:** What moments/calendar events in the lives of team members carry significance?



# Key program features

**1. Communications  
Portal  
Access**

Evergreen assets available

**2. Planning  
Consultation &  
Templates**

Semi-annual to quarterly contract option

**3. Custom  
Co-Branded  
Initiatives**

Implementation feature

# 1. Talkspace communications portal

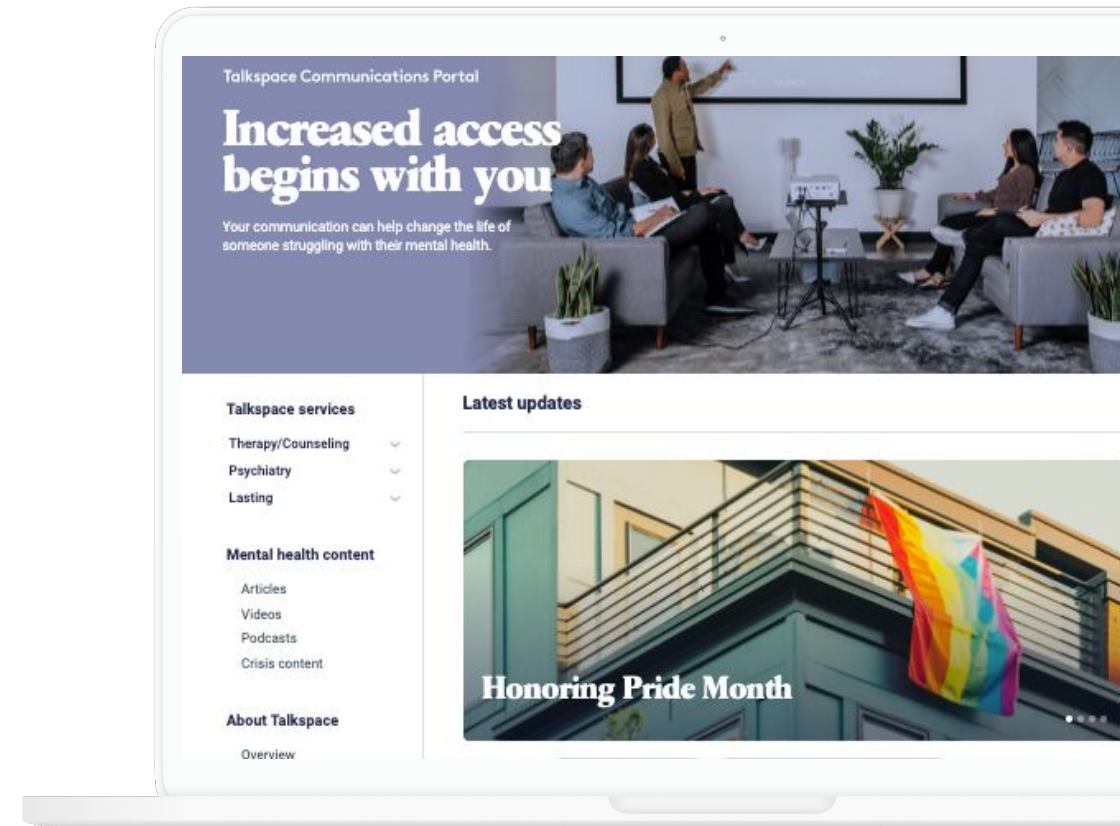
## Overview

A library of communication assets, updated throughout the year, available to you to educate and engage your population. Our collection of multi-media assets can be downloaded and shared, anytime. PDF-based materials can also be co-branded.

## Features

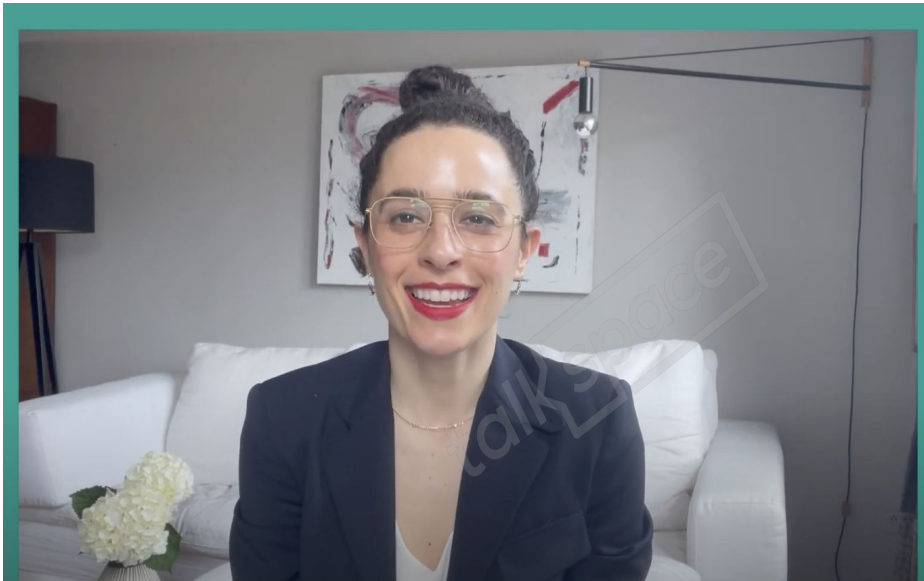
- Available to in numerous formats\* and subjects, our assets appeal to wide demographic sets, including youth and field-based groups.
- Access via [comms.talkspace.com](https://comms.talkspace.com) (password required)
  - **Talkspace services:** Getting started overviews, product demonstrations, and guides for leaders.
  - **Mental health content:** Expert developed education on a range of topics and stories from brand spokespeople, Michael Phelps and Demi Lovato
  - **About Talkspace:** Brand assets, including descriptions, logos, and product imagery for use by your creative teams

*Formats are english-language and include: digital print, digital display, banners, audio, and video.*



# 1. Talkspace communications portal Examples

## Mental Health Minute



Therapist tips to strengthen the mind  
and reduce burnout | [Watch](#)

## Talkspace + Expedia Group

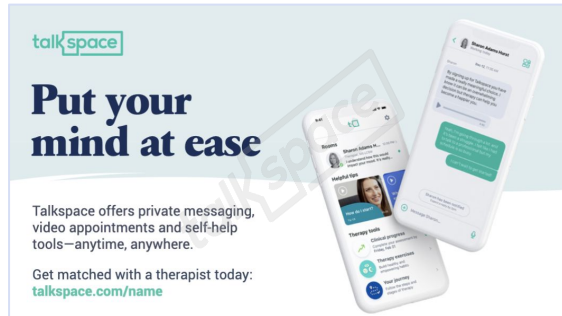


Expedia is an online travel shopping company for consumer and business travel with 20,000 employees, many of whom are “digital natives”. We collaborated on a series of short videos specific to their population’s needs—including anxiety at work, supporting families and empathy. People leaders across the company use these clips to start meetings and to populate their wellness portal.

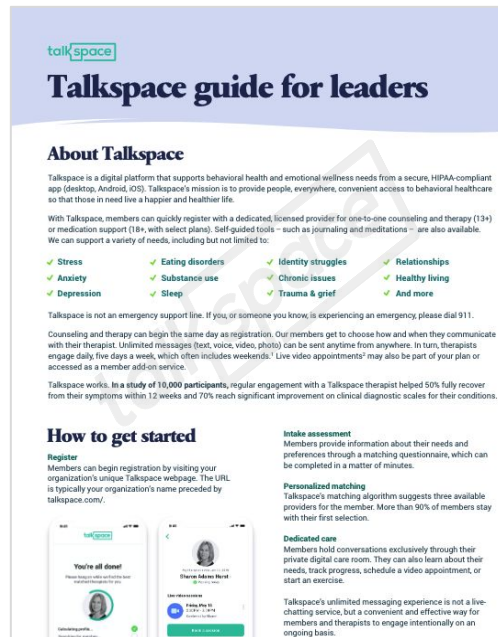


# 1. Talkspace communications portal Examples

## Posters, Guides, and Mailers



Magnet template



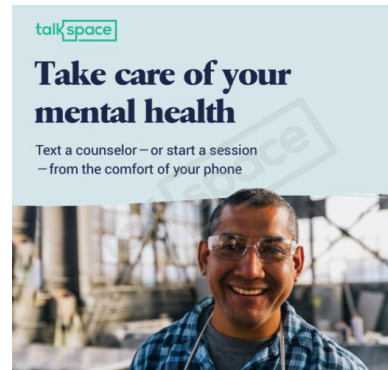
## Talkspace + Sleep Number



A U.S.-based manufacturer specializing in beds and bedding accessories—Sleep Number provides Talkspace to its 4,500 employees, including those located in corporate and retail settings. Recently, Sleep Number conducted a home mailing with Talkspace printed materials and utilized our magnet template to make it easy for employees and dependents to remember that Talkspace is always available.

# 1. Talkspace communications portal Examples


## Digital



talkspace

**Take care of your mental health**

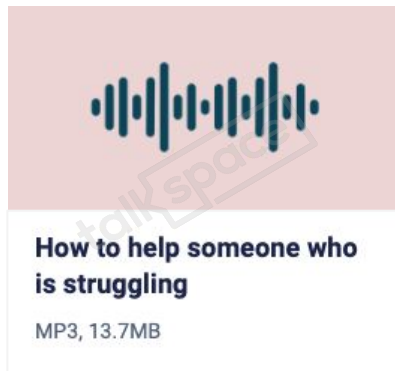
Text a counselor—or start a session  
—from the comfort of your phone




talkspace

**Medication support when you need it**

Talk to a licensed prescriber




talkspace



**How to help someone who is struggling**


MP3, 13.7MB



talkspace

**The path to peace of mind**

Connect with a licensed counselor today



## Talkspace + NECA/IBEW



This partnership covers 100,000 lives between the National Electrical Contractors Association (NECA) and the International Brotherhood of Electrical Workers (IBEW). A majority of these workers stay on the go during a typical work day. In response, mailed newsletters featuring Talkspace have been deployed to reach workers and families at home. Talkspace has presented at large conferences, and digital assets have been promoted on family medical care portals.

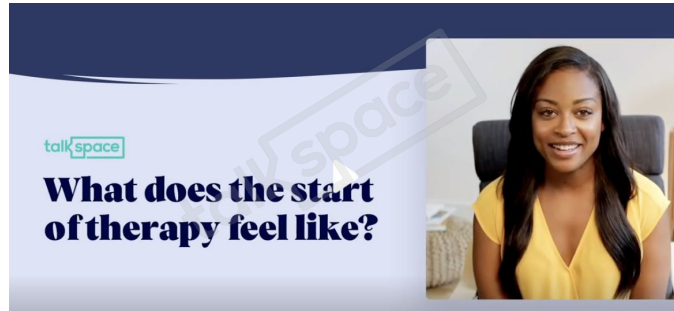
# 1. Talkspace communications portal Examples

## Brand Ambassadors



[Watch](#)

Personal stories and how-to guidance for members considering mental health support from a Talkspace therapist or prescriber.



[Watch](#)

## Talkspace + Allan Myers



Allan Myers, the largest self-performing heavy civil contractor and materials supplier in the Mid-Atlantic, has offered Talkspace to 4,000 employees, spouses and dependents since 2019. Beyond corporate communications in the form of mailers, their CEO is currently meeting with all site teams and playing Talkspace videos/distributing materials to build benefit awareness. Site managers have also played our videos throughout the year at the start of raise awareness about mental health.

# Talkspace benefit communications

**1. Communications  
Portal  
Access**

Evergreen assets available

**2. Custom  
Co-branded  
initiatives**

Semi-annual to quarterly contract option

**3. Planning  
Consultation &  
Templates**

Implementation feature

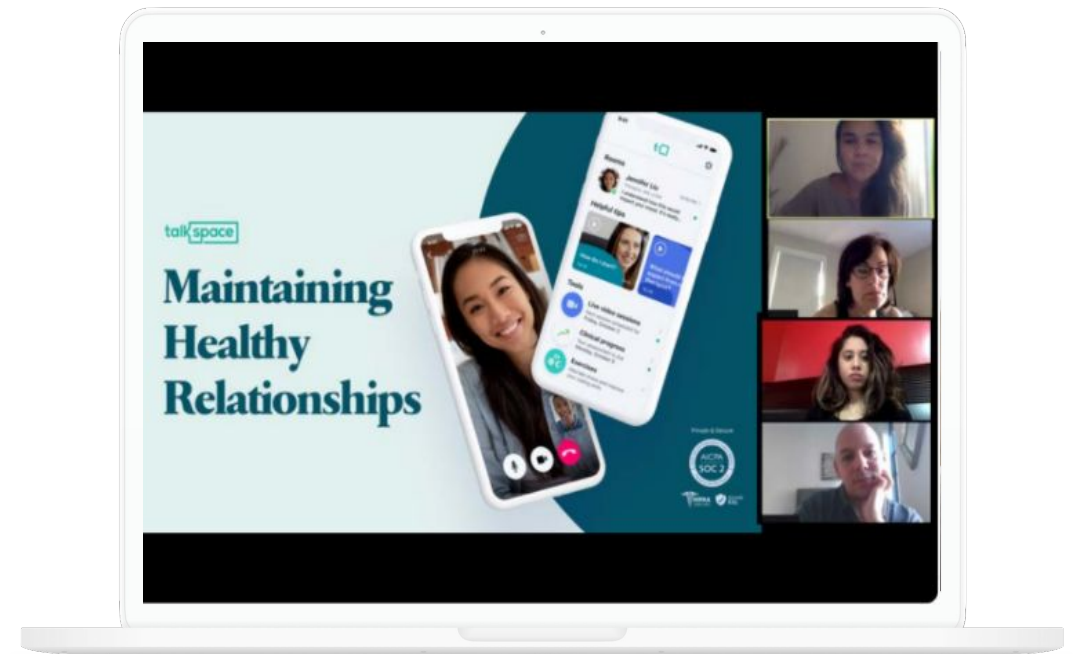
## 2. Custom co-branded initiatives

### Team member webinars

#### Have a clinical expert discuss the topics that influence your workplace

Led by a subject matter expert from the Talkspace clinical network, each event lasts up to 60 minutes and consists of a presentation or panel discussion and live Q&A. Although many clients choose to customize their webinar experience, standard topics include:

- Mental health and well-being for individuals/families
- Maintaining healthy relationships
- Substance use and addiction
- What to know about mental health & medication



Participating client examples:



## 2. Custom co-branded initiatives

### Tabling events

#### One-to-one onsite education

When Talkspace representatives visit your office/site/event, they can demonstrate the product, answer questions, and guide team members through registration. Previous engagement examples include:

- Open enrollment/benefits fairs
- Mental health awareness days
- Benefit rollout/launch day



Participating client examples:

jetBlue

PREMERA | BLUE CROSS

GLG

# 2. Custom co-branded initiatives

## Engagement campaigns

### Offering new use cases and messages to build registrations

Campaigns can feature a combination of clinical webinars, posters, hand outs, articles, and digital display banners to amplify the message. Common campaign themes include:

- Annual mental health check
- Stand up to stress

The image displays a collection of digital marketing materials for Talkspace. At the top left is a banner with the Talkspace logo and the text "Check your mental health". To its right is a mobile app interface showing a "Meet your matches" screen with a therapist profile for Sharon Adams and a "Reminders" screen with options for "Doctor's appt", "Annual dentist appt", and "Mental health check". Below these is a central section titled "Start the year with a mental check up" with a three-step process: 1. Register for Talkspace, 2. Complete assessment surveys, and 3. Discuss with a therapist. At the bottom right is another banner for "Check your mental health" with a mobile app interface and the text "Start an assessment today".

talkspace

## Check your mental health

When it comes to health, taking care of your mind is just as important as your body. Just like the doctor or dentist, make a therapist check-in part of your annual care routine.

### Start the year with a mental check up

- 1 Register for Talkspace (Identify a specific topic or "I'm not sure")
- 2 Complete assessment surveys
- 3 Discuss with a therapist

Visit [talkspace.com/companyname](https://talkspace.com/companyname) to start your assessment

talkspace

## Check your mental health

Start an assessment today

# Talkspace benefit communications

**1. Communications  
Portal  
Access**

Evergreen assets available

**2. Custom  
Co-branded  
initiatives**

Semi-annual to quarterly contract option

**3. Planning  
Consultation &  
Templates**

Implementation feature



# 3. Planning consultation and templates

## Best practice insights

Our communications team can share best practice for building awareness and registrations based on hundreds of clients.

During implementation, Talkspace leads will advise and discuss:

- Messaging strategies
- Launch tactics to drive success
- Maintaining registrations throughout the year
- Reaching dependents

**Best practices for reaching all employees**

**Example: communications planning checklist**

**Change begins with discovery**  
Launch Campaign Plan

Office  
PRE-LA  
Field  
\* Recomm

talkspace

talkspace

talkspace

Announcement	Cross-Channel Communications	Stakeholder Trainings	Employee Content	Reporting
week 1	weeks 1-6	weeks 4-8	weeks 5-10	week 14
<b>Generate awareness</b>	<b>Motivate action</b>	<b>Learn signs/referral</b>	<b>Inspire engagement</b>	<b>Measure impact</b>
- Lorem Ipsum	- Lorem Ipsum	- Lorem Ipsum	- Lorem Ipsum	- Lorem Ipsum
- Lorem Ipsum	- Lorem Ipsum	- Lorem Ipsum	- Lorem Ipsum	- Lorem Ipsum
- Lorem Ipsum	- Lorem Ipsum	- Lorem Ipsum	- Lorem Ipsum	- Lorem Ipsum

\*Media announcement content will focus on employee mental health within the industry

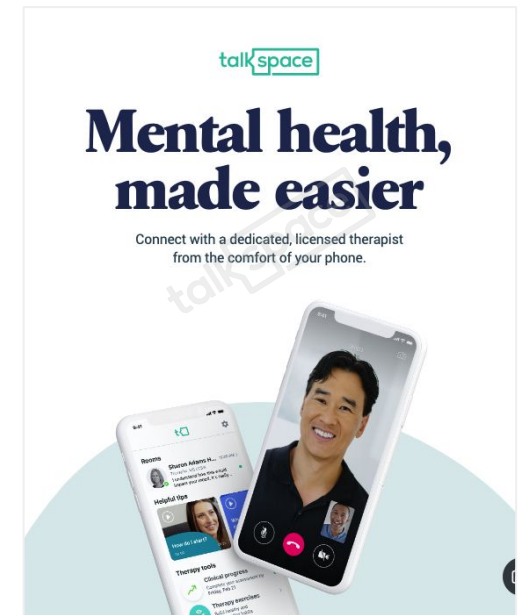
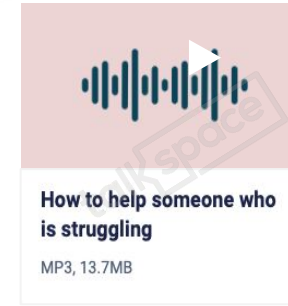
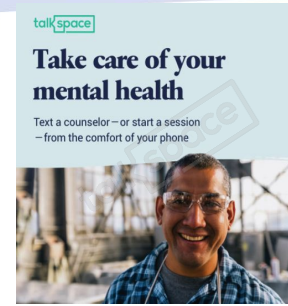
talkspace

# 3. Planning consultation and templates: reaching young, diverse, and remote audiences

## Talkspace offers modern communication formats to help reach diverse audiences across work sites

- **A/V content (videos, podcasts, social):** A/V content is a highly effective medium to reach young and mobile digital-native audiences. Managers can play Talkspace brand videos on tablet devices at the start of any shift. Michael Phelps' personal story and service overviews are popular options. In addition to video, digital billboards can be displayed on floor or breakroom monitors.
- **Tabling events:** Our merchandise, brochures, and wallet cards can be distributed by your Talkspace account team who are also available to answer service questions or help team members register. Tabling events commonly occur during team member fairs/festivals, team member appreciation days, or health and wellness events.

Talkspace collateral templates are English language and can be co-branded



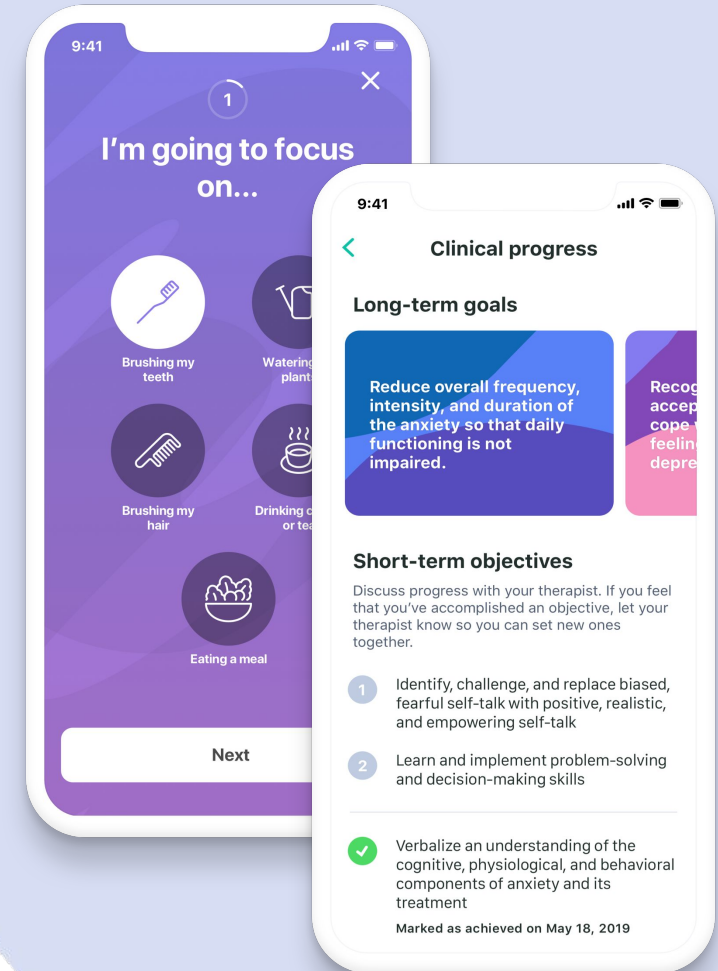
# Summary

## Included as part of your Talkspace plan

Our communications program focuses on effective channels, influential people, and the team member journey in order to build knowledge, awareness, and action. We give you many tactics to implement thanks to our communications portal, custom initiatives, and advisory services.

## Key benefits

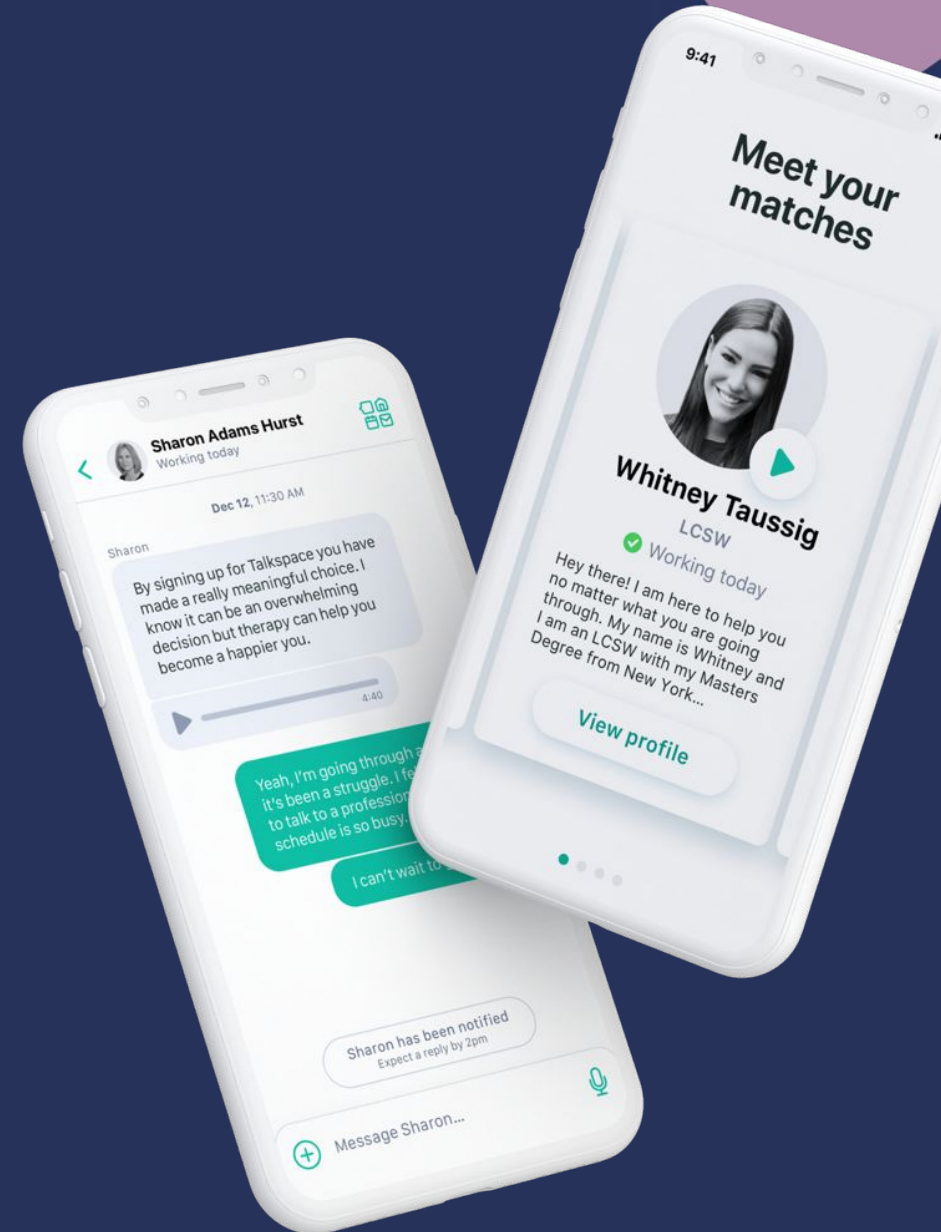
- Tools to support communications throughout the year
- Content developed by subject matter experts
- Effective tactics provided based on learnings from our national consumer campaigns and marketing



# Thank you

Questions?

Please contact your Talkspace consultant





# Getting started with therapy



## Welcome to Talkspace

Talkspace is a digital space for private and convenient mental health support. With Talkspace, you can choose your therapist from a list of recommended, licensed providers and receive support day and night from the convenience of your device (iOS, Android, and Web).

## How it works

Our members can begin to exchange unlimited messages (text, voice, and video) with their personal therapist immediately after registration. Therapists engage daily, five days per week, which often includes weekends. Every Talkspace member is granted a complimentary, 10-minute video session to get to know their new therapist. Additional video sessions can also be scheduled.

You will continue to work with the same therapist throughout your journey. However, you're always welcome to switch providers so you can find the perfect fit. Talkspace's clinical network features thousands of licensed, insured, and verified clinical professionals with specialties ranging from behavioral to emotional and wellness needs, including:

- ✓ Stress
- ✓ Anxiety
- ✓ Depression
- ✓ Relationships
- ✓ Healthy living
- ✓ Trauma & grief
- ✓ Eating disorders
- ✓ Substance use
- ✓ Sleep
- ✓ Identity struggles
- ✓ Chronic issues
- ✓ And more

Talkspace can work for you. In a study of 10,000 member participants, 70% experienced significant symptom improvement and 50% fully recovered after 12 weeks of regular engagement with their Talkspace therapist.

## Ready to get started

- Visit [talkspace.com/organization](https://talkspace.com/organization)
- Complete our QuickMatch™ therapist-selection questionnaire
- Review your best matches and choose your personal therapist



## Talkspace Enterprise Standard Services Levels Standards Assigned to Marquee Partner Status

These Standards Levels of Services (SLAs) anticipate normal business operations and may be effected by national and global crises, pandemic levels and Internet Outages related to national and global service providers.

### **Implementation**

- Talkspace will have the platform available to designated users no later than 4 weeks after executing a Talkspace contract for standard services unless more time is requested by our partner.

### **Platform access/uptime**

- Talkspace platform will be available 99.95% of the time.

### **Therapy Engagement**

- Average first connection time by therapist to new member Standard measure: initial response within one working day.
- Average response time by therapist to member's message Standard measure: response within one working day or less.

(a working day is one of the five days per week a Talkspace licensed therapist is available and may differ from the average "business day" as therapists choose from all seven week days).

### **Account Management**

- A dedicated account manager will be assigned to the client and introduced during the implementation process prior to launch.
- Inquiries submitted to the assigned account manager are typically responded to within one business day.
- Complaints are handled and resolved with a written resolution if applicable within 7 days of the formal complaint.

### **Employer Reports**

- Reports delivery Electronic submission (to one location/ Box.com) of contractual reports:
- Monthly registration reports posted by the 15th of the following month
- Quarterly utilization and detailed employee population reports within 30 days of close of quarter
- Electronic submission of aggregate annual data within 45 days of close of year.

### **Billing**



- Invoices submission Service invoices are submitted to designated email /service within 30 days of service completion.

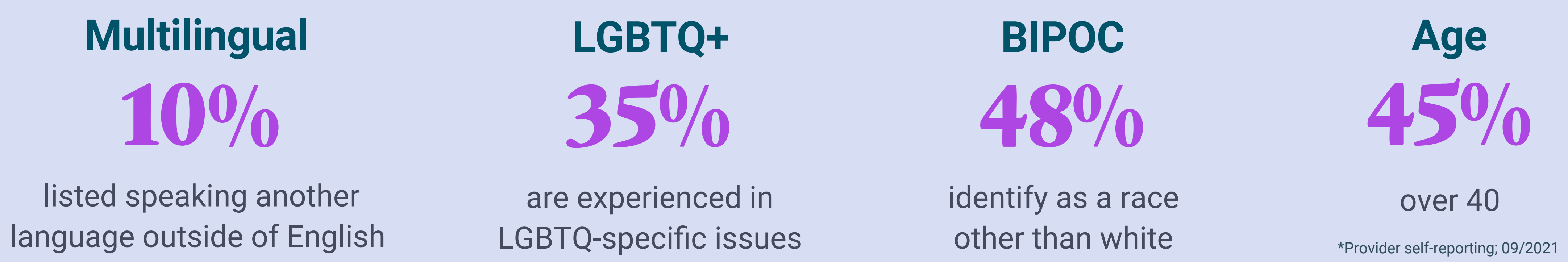


# Network diversity

**Talkspace strives to build a vast provider network that can support each and every member's lived experience.**

We are committed to constantly growing—as our recruitment efforts continue, and new providers join our network daily. We are also committed to serving underrepresented and marginalized populations, and, to that end, increasing network diversity remains a key goal. Here's where we stand today as an inclusive place for care:

## By the numbers



### Recruiting partnerships

Developed key partnerships with various provider organizations, such as the National Association of Black Social Workers, to supplement our recruitment efforts.

### Continuing education

Building cultural competence and empathy within our provider network through free CEUs through the Office of Minority Health.

### Peer consultancy

Offering group and individual mentorship programs to support providers on diverse topics, and assist those who are working with members experiencing issues at the intersection of several identities.

### Expert leadership

Nationally recognized expert on culturally responsive care, Dr. Reshawna Chapple, has spearheaded the development of initiatives across the platform—including a support group for our BIPOC providers to recharge and build community.

### Accessibility

Our platform follows Web Content Accessibility Guidelines (WCAG) and remains WCAG-compliant to support accessibility needs.

**For more details about our diversity and inclusion efforts, reach out to your Talkspace representative.**



**TALKSPACE NETWORK, LLC  
MASTER THERAPY PLATFORM SERVICES  
AGREEMENT**

This Platform Services Agreement (“Agreement”) is made and entered into by and between XXXX located at XXXX, XXXX, XXXX on behalf of itself and any affiliate entities (“XXXX”), and Talkspace Network LLC, a Delaware Limited Liability Company located at 2578 Broadway #607, New York, NY 10025 (DBA "Talkspace") (together called “the Parties”) with a projected launch date (the “Go Live” date) of XXXX, 2021 or a minimum of two weeks post Agreement signature.

**WHEREAS**, Talkspace offers such unlimited asynchronous text, audio, and video messaging counseling from licensed therapists as an alternative to face to face therapy (collectively, the "Services"). Scheduled, live video counseling sessions are also included. The Services are delivered on the Talkspace HIPAA compliant platform and mobile applications (together, the "Platform").

**WHEREAS**, XXXX desires to offer a defined mental health Services to its to their Eligible Population as fully and definitely described hereto and desires Talkspace to provide these mental health services via the Talkspace Platform.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants, promises, and undertakings herein and intending to be legally bound hereby, the Parties agree as follows:

**1. DEFINITIONS**

1.1. Eligible Population. The Eligible Population is defined by XXXX and is described in detail in **Exhibit B: Talkspace Statement of Work**. In providing the Services, Talkspace will abide by all state regulations, including adolescent consent regulations, and all other applicable federal and international laws and requirements.

1.2. Data Breach. Data Breach means the actual or suspected theft, loss or unauthorized access, use or disclosure of personally identifiable information under the control or in the possession of Talkspace, its affiliates or its third-party service providers, or resulting from their acts or omissions.

1.3. Go Live Date. The Go Live Date is the date upon which the Platform becomes available to the Eligible Population to register as clients and initiates applicable charges as described in Section 2.5 of this Agreement, which is anticipated to occur within 30 days of the effective date of this Agreement. The Go Live Date will be a date mutually agreed upon by both Parties and will allow for an early or delayed Go Live by five business days if needed, in addition to the required timing indicated in Section 2.4 of this Agreement for implementation to occur after the effective date of this Agreement.

1.4. Talkspace Eligible Population Validation Method. The method in which Talkspace will verify XXXX’s Eligible Population will be discussed during implementation.

1.5. Behavioral Health Practitioner. The Talkspace network is an extensive, nationwide network of licensed providers. All Talkspace providers have been carefully vetted and trained. Talkspace providers undergo an extensive evaluation and review to meet important healthcare requirements and are closely monitored and evaluated for their performance. Talkspace therapists are masters-level (or

higher) clinicians with extensive specialties and experience, licensed in the state where the member resides.

## 2. STATEMENT OF PLATFORM SERVICES

2.1. License Subject to this Agreement. Talkspace hereby grants a limited, revocable, non-transferable and non-exclusive license to use the Platform and related services through one (1) co-branded landing page configured according to the Talkspace guidelines and approval, and, in accordance with the terms of this Agreement. XXXX agrees not to: store, copy, reproduce, republish, modify, upload, post translate, scrape, rent, lease, loan, sell, distribute, transfer, transmit, display, decompile, reverse engineer, reverse assemble, decipher or otherwise attempt to discover any programming code or any source code used in or with the Talkspace application or website or otherwise distribute in any way the information other than as specifically permitted in this Agreement and understand that all XXXX's Eligible Population (as defined) who register as clients on Talkspace will agree to the current Talkspace Terms of Use Agreement which can be found on the Talkspace website.

2.2. Matching Service. Talkspace shall use its proprietary algorithm to match a licensed behavioral health practitioner ("Behavioral Health Practitioner") or prescriber ("Prescriber") to provide the Services to XXXX's Eligible Population and shall manage and coordinate administrative functions related to the Services rendered to XXXX's Eligible Population—pursuant to this Agreement, its Addenda, and Amendments. The Services will be rendered in compliance with all applicable laws and based on US time zones. Without limiting the foregoing, each Behavioral Health Practitioner shall have and maintain during the term of this Agreement all applicable professional licenses required to provide the Services described herein in the manner contemplated by this Agreement. Talkspace's Behavioral Health Practitioners shall be able to receive messages on the Platform from XXXX's Eligible Population twenty-four (24) hours a day.

2.3. Platform Updates. Talkspace reserves the right, in its sole discretion, to modify or replace any part of its platform at any time, effective upon the date of the change, so long as doing so will not materially decrease or change the functionality of the platform that exists at the Effective Date. In the event of any such change, Talkspace will post a notice on the platform and on the XXXX landing page that Talkspace has implemented changes. Talkspace may offer new services and/or features through the platform (including the release of new tools and resources). For the avoidance of doubt, such new features and/or services shall be subject to the terms and conditions of this Agreement.

2.4. Implementation. It is expected that the implementation period between the Parties will take approximately two (2) to four (4) weeks (standard services). During implementation, XXXX and Talkspace will have regular and frequent email communication and hold meetings/conference calls to prepare for launch as detailed in **Exhibit B: Statement of Work**. Talkspace and XXXX agree to designate appropriate resources and points of contact to effectively make decisions necessary for a successful implementation.

2.5. Payment. XXXX agrees to pay Talkspace the fees ("Fees") set forth in **Exhibit A: Compensation**. Talkspace shall invoice XXXX for all Fees in accordance with the invoicing schedule and requirements set forth in **Exhibit A: Compensation**.

XXXX agrees to pay Talkspace within thirty (30) days after receipt of the invoice via direct payment methodology, such as an ACH (electronic methods are preferred). XXXX shall have the right to reasonably, and in good faith, dispute any invoice or any portion of any invoice claimed by Talkspace as due and payable provided that XXXX timely pays any undisputed portion of the amount, due and payable.

2.6. Reporting. Talkspace will provide XXXX with Talkspace standard usage metrics as detailed in **Exhibit B: Talkspace Statement of Work**. All reporting is based on a calendar year. All data provided by Talkspace is de-identified and anonymous.

### 3. TERMS AND TERMINATION

3.1. Initial Term and Renewal. The initial term for therapy services is as of the “Go Live” date noted above and extends for thirty-six (36) months through the last date of the thirty-sixth (36th) month until XXXX, 2024 (the “Initial Period”). Either party may terminate this Agreement with at least sixty (60) days’ notice prior to the completion of the first twelve (12) months, twenty-four (24) months, or full thirty-six (36) months. This 60 day notice is necessary to allow Talkspace to transition XXXX’s Eligible Population and allow them time to migrate off the Talkspace platform or decide to pay for the services privately.

3.2. Termination for Cause. Either Party may terminate this Agreement for cause (defined as a material breach of this Agreement), at any time, after providing ten (10) calendar days advance written notice to the other Party. Such notice must be provided in accordance with Section 8.10.

### 4. INSURANCE

4.1. Insurance. During the term of this Agreement, Talkspace shall maintain general liability, professional liability, cyber security and workers’ compensation insurance as outlined in the linked [Insurance Summary](#). Talkspace shall either provide or require its providers, employees and independent contractors to maintain professional liability insurance at least at the minimum levels required by applicable law. All Behavioral Health Practitioners are required by the Provider Contracts with Talkspace to carry malpractice insurance at a minimum of \$1,000,000 per occurrence and \$3,000,000 aggregate, which is verified as part of their Platform Network credentialing process.

### 5. INDEMNIFICATION

As allowed by law, each Party (the “Indemnifying Party”) agrees to defend and indemnify the other Party, its affiliates and their respective officers, directors and employees (the “Indemnified Party”) from any third-party claims, losses, damages, liabilities, or expenses (including court costs and reasonable attorneys’ fees) arising out of or resulting from the negligence or willful misconduct of the Indemnifying Party or from the 1) breach of this Agreement by the Indemnifying Party or its officers, directors, employees, or agents, or 2) a third-party claim against the Company alleging that the services, Talkspace or its employees infringe, violate or misappropriate any patent, trade secret, copyright or other intellectual property rights; and 3) Data Breach. The Indemnified Party must promptly notify the Indemnifying Party upon receipt of notice of any claim or lawsuit and must permit the Indemnifying Party’s authorized attorneys and personnel to handle and control the defense of any such claim or lawsuit, provided that the Indemnified Parties shall have the right to employ separate counsel in such proceeding at Indemnified Parties’ sole cost and expense. The Indemnified Party agrees to fully cooperate and aid in such defense at its own cost. An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise or consent includes an unconditional release of the Indemnified Party from all liability arising out of such claim, and does not contain any equitable order, judgment or term which in any manner affects, restrains or interferes with the business of the Indemnified Party or any of its respective affiliates. Notwithstanding this Indemnity Clause, nothing set forth in this Agreement is intended to or shall

constitute a waiver or release of any claims for malpractice or otherwise against the Behavioral Health Practitioners.

## **6. RELATIONSHIP OF THE PARTIES**

6.1. Independent Contractor Status. The Parties acknowledge and agree that they are independent contractors to each other. This Agreement does not create any partnership, joint venture, or agency relationship of any kind between the Parties. Talkspace is not an employee or agent of XXXX. Talkspace is entirely and solely responsible for Talkspace's actions while engaged in the performance of Talkspace Services under this Agreement. Neither Party has the authority to bind the other Party, or enter into any agreements or contracts on behalf of the other Party. The Parties shall not represent, either explicitly or implicitly, that it possesses any such authority.

6.2. Intellectual Property. The Parties each retain the right to control the use of its "Intellectual Property" including, but not limited to proprietary software, name, symbols, trademarks, and service marks presently existing or later established. Neither Party will use the other Party's Intellectual Property in advertising in non-member promotional materials or otherwise without the prior written consent of that Party, not to be unreasonably withheld. The Parties understand and agree that all repackaging, reuse or distribution of the Talkspace Intellectual Property, Talkspace Services, Talkspace Platform Talkspace landing page(s) or Talkspace data studies, promotional material or training material shall contain the Talkspace logo and branding as presented to XXXX. Any Talkspace marketing material, promotional material or other distributed materials that are derived or modified by either Party shall properly attribute the material to the source Party by logo, branding or other mutually acceptable attribution. Notwithstanding the above, Talkspace agrees that XXXX may use Talkspace's name, identifying marks, and descriptive information in directories, on the XXXX's website, and in other materials and marketing literature of XXXX. XXXX agrees that Talkspace may use XXXX's name in materials to identify services with which Talkspace participates. Nothing in this Agreement contemplates a transfer of any Intellectual Property between the Parties.

### 6.3. Rules of Engagement.

6.3.1. Employee Non-solicitation. Talkspace shall not solicit any employee of XXXX working on the purpose hereunder to leave the employment of XXXX during the term of this Agreement (including any extension) and for a period of one (1) year thereafter; provided, however, that nothing in this Section shall prohibit any Talkspace or XXXX employee from: (a) responding to generalized job postings with the other Party on his or her own initiative; or (b) pursuing employment opportunities with the other Party on his or her own initiative.

6.3.2. Exclusivity. In regards to the purpose stated hereunder, XXXX and Talkspace agree that this Agreement and the Services are of a non-exclusive nature and will not limit the ability of the Parties to negotiate similar offerings with other third parties.

## **7. PRIVACY AND CONFIDENTIALITY**

7.1. HIPAA. The current Talkspace "Privacy Policy" shall be linked from the XXXX landing page. Talkspace agrees to abide by all HIPAA and 42 CFR Part 2 regulations. To the extent Talkspace prepares, maintains, uses, or discloses protected health information or other administrative records with respect to XXXX or XXXX's Eligible Population, it shall do so in accordance with all applicable laws, rules and regulations. As applicable, Talkspace represents and warrants that it shall obtain all required approvals and consent to allow Talkspace to disclose protected health information to XXXX. Such records must be and will remain the property of Talkspace, and must be retained for the applicable time period dictated by the state, national or international jurisdiction, which is typically seven (7) to ten (10) years from the age of majority unless the record owner can legally ask

for deletion under applicable data privacy regulations.

7.2. Confidential Information. The terms and conditions of the executed Mutual Non-Disclosure Agreement (“MNDA”) entered into by the parties on XXXX, 2021 are hereby incorporated by reference and made a part of this Agreement. All information, data and know-how provided in connection with this Agreement that meets the definition of Confidential Information specified in the MNDA shall be subject to the terms and conditions of the MNDA. For avoidance of doubt, in the event of any termination of the MNDA, the terms of the MNDA shall nonetheless apply to this Agreement in full force and effect.

7.3. Security. Talkspace follows rigorous security protocols to assure the privacy of its users and of XXXX’s Eligible Population. Talkspace hereby represents that the security standards detailed in the linked [Security Whitepaper](#) will be the minimum standards employed when providing Talkspace Services to the XXXX Eligible Population.

## 8. MISCELLANEOUS

8.1. Press Release. Any press release or announcements of this Agreement or the partnership between the Parties, in any manner, shall be subject to the prior reasonable written approval of both Parties.

8.2. Waiver. The waiver by either Party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement. Any waiver must be in writing signed by XXXX and Talkspace.

8.3. Governing Law. The laws of the State of Delaware shall govern this Agreement, without giving effect to its conflicts of law principles, and venue shall be the applicable state and federal courts located in New York County, New York.

8.4. Severability. In the event any part of this Agreement is declared unenforceable, invalid, or illegal, the remaining parts will continue to be valid, legal and enforceable. The Parties will negotiate in good faith a mutually enforceable substitute for the unenforceable provision, which will be as consistent as possible with the original intent of the Parties.

8.5. Assignment. This Agreement is intended to secure the services of Talkspace and its affiliates. Talkspace may not assign or transfer its duties, obligations, or rights outlined within this Agreement to any third party without the prior written consent of the XXXX, which shall not be unreasonably withheld. Any attempt by Talkspace to assign or transfer its duties in violation of this Section is void. Nothing in this Agreement prohibits XXXX from assigning, or delegating, its duties, obligations, or rights to a third party in its sole discretion. Notwithstanding the foregoing, either Party may assign this Agreement without the consent of the other to an affiliate or in conjunction with a corporate reorganization, merger or sale of substantially all of its assets upon sixty (60) days prior notice.

8.6. Disclaimer. The Talkspace services are provided to XXXX and XXXX Eligible employees with all terms and limitations present on the Talkspace platform at the time of each of XXXX’s Eligible Population’s initial account creation. The Talkspace.com site and mobile application services are presented to XXXX “As Is,” “as available,” “with all faults” and without any warranty of any kind, express or implied. To the fullest extent permissible under applicable law, Talkspace’s Behavioral Health Practitioners disclaim all warranties of any kind, either express or implied, including, but not limited to, any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Without limiting the foregoing, neither Talkspace nor its Behavioral Health Practitioners warrant that access to the Platform or landing page, the materials and/or the services available through the Platform or landing page will be uninterrupted or error-free, or that defects, if

any, will be corrected. Except as otherwise provided herein, neither Talkspace nor its Behavioral Health Practitioners make any representations: (i) about the accuracy, reliability, currency, quality, completeness, usefulness, performance, security, legality or suitability of the offered services through the platform or landing page access and (ii) that the services or the materials or the Platform or landing page are appropriate or available for use in all geographic locations.

8.7. Survival. All representations and warranties made in this Agreement, and other sections contained herein that by its nature should survive termination or expiration of this Agreement are intended to be observed and performed after the termination.

8.8. Compliance with Law. Each Party represents and warrants that it will comply with all applicable laws, rules and regulations relating to its performance under this agreement.

8.9. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement will be effective only if given in writing and sent via delivery service with proof of receipt, email with return receipt requested, certified mail return receipt requested, or hand delivery. Notices must be sent to the following addresses:

To XXXX:  
XXXX  
XXXX  
XXXX  
XXXX  
ATTN: Legal Department

To Talkspace:  
Talkspace Network, LLC  
2578 Broadway # 607  
New York, NY 10025  
ATTN: General Counsel

With an electronic copy sent to:  
legal@talkspace.com

8.10. Entire Agreement. This Agreement, including all exhibits, constitutes the complete and sole agreement between the Parties regarding the subject hereof, and supersedes any and all prior or currently existing oral or written communications, proposals, or contracts between XXXX and Talkspace. No changes, modifications or amendments to this Agreement will be binding upon the Parties unless in writing and signed by the Parties. The execution of this Agreement will supersede any existing agreements for the subject matter contained in this Agreement, between XXXX and Talkspace, effective as of the date of the final signature below. This Agreement may be executed in one or more counterparts, whether by facsimile, electronic signature (including portable document format) or similar, each of which shall be deemed original and shall be considered part of the Agreement.

**INTENDING TO BE LEGALLY BOUND**, the undersigned Parties have executed this Agreement.

**XXXX**

**Talkspace Network LLC**

By:

By:

Name:

Name: John Reilly

Title:

Title: General Counsel

Date:

Date:

**{Remainder of this page intentionally left blank}**

**EXHIBIT A: COMPENSATION**

**Pricing:**

The Parties agree to implement a "Per Employee Per Month" (PEPM) payment plan for all XXXX's Eligible Population as detailed in **Exhibit B: Talkspace Statement of Work**. Talkspace will provide XXXX its XXXX™ at a cost as outlined below:

XXXX (Services Provided)	<b>Initial Period: \$XX</b>
Additional Fees	Non-standard Services and custom requests will be discussed and any applicable additional pricing exhibit will be mutually created

**Invoice:**

Talkspace will submit invoices by the fifteenth day of the month for Services provided in the previous month based on the Eligible Population as of the 20th day of that month. Talkspace reserves the right to reconcile and charge retroactively for any uncharged counts.



## EXHIBIT B: TALKSPACE STATEMENT OF WORK

### General Talkspace Service and Product parameters:

- Talkspace standard, proprietary, HIPAA-compliant platform is used to deliver all services. The defined user experience is developed, owned and determined by Talkspace.
- One dedicated Talkspace URL and co-branded Welcome page is assigned to support the XXXX program and all of the locations, employers, organizations, subsidiaries, etc.
- The Talkspace platform includes ongoing enhancements through standard product releases.
- Talkspace credentialed (using NCQA standards and NCQA certified CVO) provider network used.
- Talkspace messaging therapy services are delivered with unlimited, asynchronous text, audio and video messaging. Live, scheduled video therapy is also included.
- Talkspace use of census by state and country (when applicable) for initial network determination and ongoing capacity management, required prior to or as part of implementation.

### XXXX Responsibilities:

- Submission of accurate and complete Talkspace requested account information no less than thirty (30) days prior to initial launch.
- Provide state and country (when applicable) level census 60+ days prior to launch.
- Provide team resources for implementation and ongoing services.
- Establish and execute member communication strategy.
- Describe additional resources (wellness programs, EAP, onsite clinics, etc.) or events (health fairs, open enrollment, etc.) available to eligible users that may contribute to referral and communication strategy.
- Establish and work towards mutually agreeable target utilization ranges.
- Participate in recurring leadership-level strategy and planning meetings.

<b>Talkspace Standard Services Description</b>
<b>Therapy Services Overview</b>
<ul style="list-style-type: none"> <li>● <b>Available</b> to eligible users as defined and agreed upon and described in the Eligibility Overview section</li> <li>● Online, <b>unlimited asynchronous mental health messaging therapy</b> (text, video, audio) provided as an equivalent alternative to traditional F2F therapy</li> <li>● Scheduled live 30 minute video therapy sessions at a frequency of XX</li> <li>● <b>Live, complimentary “Intro Video Session”</b> (up to 10 min) included for each member</li> <li>● The Talkspace platform and support services are delivered in <b>English</b>; therapy may be offered in other languages based on provider availability</li> <li>● Talkspace provider availability on the platform is based on US time zones</li> </ul>
<b>Implementation</b>

<ul style="list-style-type: none"> <li>● Talkspace account management and professional services team support implementation</li> <li>● Standard implementation (for initial launch) is typically two to four weeks after contract execution; non-standard requests may impact timeline and require a revised <i>or</i> amended SOW/legal document and cost impact analysis estimate</li> <li>● Talkspace provides a draft implementation plan based on agreed upon initial go-live date</li> <li>● box.com (HIPAA-compliant) folder established for file and material exchange</li> <li>● Talkspace standard Welcome Page Configuration, Standard File Templates (when applicable), Communication Portal/Materials, and Report Samples provided</li> <li>● Overall readiness testing conducted by Talkspace according to Talkspace timeline and protocol(s)</li> </ul>
<b>Eligibility Overview</b>
<ul style="list-style-type: none"> <li>● <b>Available</b> to eligible population as defined by XXXX</li> <li>● Eligible Population means all: <ul style="list-style-type: none"> <li>○ Core: XXXX</li> <li>○ Secondary: XXXX</li> <li>○ Dependent age minimum: XXXX</li> <li>○ Residency: XXXX</li> </ul> </li> </ul>
<b>Web Configurability</b>
<ul style="list-style-type: none"> <li>● XXXX utilizes the Talkspace standard, co-branded, member-facing Welcome page</li> <li>● Standard Welcome Page configurability includes Talkspace approved: limited custom Welcome Page text, placement of XXXX logo, and limited disclaimer/legal footer language</li> <li>● Talkspace standard, proprietary, HIPAA-compliant platform is used to deliver all services. The defined user experience is developed, owned and determined by Talkspace</li> </ul>
<b>Services Set Up and Eligibility Validation</b>
<p><b>Eligibility Validation</b></p> <ul style="list-style-type: none"> <li>● Talkspace <b>verifies eligibility</b> of the defined eligible population based on <b>one</b> of the following methods; validation method will be impacted by the eligible population defined and will be finalized as part of implementation: <ul style="list-style-type: none"> <li>■ The user’s email domain (employee@company.com) <ul style="list-style-type: none"> <li>● Up to five (5) domains</li> </ul> </li> <li>■ The user’s email address</li> <li>■ A predefined keyword or organization name</li> </ul> </li> <li>● When a predefined keyword or organization name is used for eligibility for Talkspace Services, the following guidelines apply: <ul style="list-style-type: none"> <li>○ Up to 5 alternative or alias names can be submitted for XXXX</li> <li>○ Alternative/Alias names must be a unique combination of six or more alphanumeric characters</li> </ul> </li> <li>● Talkspace may decline any proposed Alternative/Alias names</li> </ul>
<b>Outcomes &amp; Measurement</b>
<ul style="list-style-type: none"> <li>● Talkspace standard, condition-specific, clinical scales used for (baseline and follow-ups) are incorporated into the service and user experience (e.g. including, but not limited to: GAD, PHQ, DAS, EAT, AUDIT)</li> <li>● Talkspace standard user satisfaction survey delivered to all participants</li> </ul>

### Marketing and Communications

- An annual employee communications program is developed in collaboration between XXXX and Talkspace is required to support agreed upon utilization goals.
  - For an organization with 10,000+ members, Talkspace will provide custom recommendations and support to execute a comprehensive communication strategy.
  - XXXX will share copies of final communication materials and plans with Talkspace.
- XXXX executes launch communications plan within 30-60 days of service availability.
- Recommended launch plan incorporates a minimum of one inbound communication channel (ex: intranet, support line, HR office, etc.) and one outbound communication channel (ex: email, direct mail, social post, poster, etc.).
- Plans executed by Talkspace may require email addresses of eligible employees.
  - Upon registration, Talkspace may execute communication campaigns via email or push notification, according to account communication preferences set by the end user.
  - XXXX will supplement launch communication with quarterly reminder communications (depending on current utilization figures).
- XXXX will have ongoing access to multimedia creative files and templates within the Talkspace communications portal.
  - XXXX may add a custom logo or plan details to files, when relevant.
  - Costs related to printing and shipping portal files will be out-of-pocket expenses assumed by XXXX.
  - Requests for Talkspace to customize standard Talkspace A/V assets (videos, podcasts, web experiences) may incur additional costs. XXXX will discuss such creative customization requests directly with the Talkspace account team.
- Any new creative materials designed by XXXX will reflect Talkspace brand guidelines provided in the client toolkit.
  - Talkspace may ask XXXX to review newly designed materials to ensure Talkspace brand and product description accuracy.
- XXXX understands that employees may be exposed to Talkspace's national advertising campaign across TV, out-of-home, direct mail, podcast/radio and social media.
- Talkspace reserves the right to use XXXX's logo on its website and marketing materials as a client example. Talkspace reserves the right to develop a XXXX case study based on population usage of Talkspace. Information will be limited to XXXX's name, registration, utilization, outcomes, and satisfaction score-level data at the population level.

### Customer Service & Technical Support

- Dedicated Talkspace enterprise **email support** for technical and platform related inquiries
- Talkspace email **support response** within one business day
- Customer support provides coverage 7 days a week, from 9am - 7pm EST during the week, and 9 am - 5:30pm EST during the weekend
  - Support staff may be reduced on Talkspace observed holidays (list of holidays will be provided upon request)

### Therapy Network

- Talkspace therapists are credentialed according to NCQA guidelines
- Talkspace therapists are licensed in the state of residence for the user
- Talkspace evaluates and determines network capacity on a continual basis

<p style="text-align: center;"><b>Training/Webinars</b></p>
<ul style="list-style-type: none"> <li>● Access to up to four 4 (four) annual, Talkspace curated webinars designed to increase mental health awareness and reduce stigma (one per quarter)</li> <li>● Access to Talkspace recorded demo video(s) highlighting the user experience</li> <li>● Periodic live, online Talkspace demos as agreed upon by XXXX and Talkspace</li> <li>● Option to select up to four (4) webinars per year from Talkspace curated list of topics</li> <li>● Additional training requests will incur additional fees</li> </ul>
<p style="text-align: center;"><b>Reporting</b></p>
<ul style="list-style-type: none"> <li>● Reports are delivered to the XXXX via a single, secure, HIPAA compliant box.com folder as defined by Talkspace</li> <li>● All reporting is based on calendar year</li> <li>● Reports do not include PHI</li> <li>● Minimum user thresholds driven by confidentiality and data validity</li> <li>● One report provided per client ; multiple reports (divisions, locations, etc.) are considered non-standard and may incur additional cost</li> </ul> <p>Talkspace Standard Report Package:</p> <ul style="list-style-type: none"> <li>● <u>Monthly Registration Counts:</u> Monthly registration counts support XXXX ongoing monitoring of Talkspace usage and impacts of marketing efforts <ul style="list-style-type: none"> <li>○ Monthly registration reports are automated and posted to XXXX specific box.com folder</li> <li>○ Monthly reports are posted no later than the 10th of the following month</li> </ul> </li> <li>● <u>Quarterly Talkspace Metrics:</u> Talkspace aggregate Quarterly reports are designed to provide relevant data and outcomes (e.g. registration information, network availability, ), demographic profile data,, engagement, presenting issues, , outcomes improvement and satisfaction data) <ul style="list-style-type: none"> <li>○ Quarterly reports are posted to XXXX specific box.com folder within 30 days following the reporting period</li> <li>○ Outcomes data requires 30+ users completing a baseline and one or more follow ups since the beginning of the partnership</li> <li>○ Satisfaction data requires 30+ survey responses since the beginning of the partnership</li> </ul> </li> </ul>
<p style="text-align: center;"><b>Account Management &amp; Customer Success Services</b></p>

- Talkspace values our customer partnerships and dedicates resources towards resolving issues quickly, providing clarification when needed about data, services or our processes, updating partners on platform enhancements and new products and developing trusted relationships as a foundation of our business.
  - A Talkspace dedicated email box has been created exclusively for our key stakeholders and is monitored and staffed by a core team of specialists who are subject matter experts in how our platform and services work.
  - Our service level expectation that inquiries will receive a response within one business day.
  - Our core team of specialists also have direct oversight of any questions or issues experienced by XXXX's population.
  - A Talkspace account manager will act as XXXX's advocate and proactively work with internal departments to ensure the timely and successful delivery of our solutions according to XXXX's business goals.
  - As the primary point of contact for XXXX, your Talkspace account manager will deliver exceptional service by providing key data through regular reports, being knowledgeable about Talkspace platform functionality and enhancements and serve as "the voice of the customer," reflecting market needs to internal stakeholders.