

ATTENTION:

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SERVICES AGREEMENT

GROUP CONTRACTHOLDER: MICHAELS OF CANADA ULC
CONTRACT NUMBER: 180654GVHS
EFFECTIVE DATE: October 1, 2023
CONTRACT TYPE: Services Agreement
SERVICES PROVIDED: Virtual Health Services



This is not a contract of insurance and is not protected by Assuris.

SERVICES AGREEMENT

between

THE CANADA LIFE ASSURANCE COMPANY
("Canada Life")

and

MICHAELS OF CANADA ULC
(the "Group Contractholder")

This Agreement sets out the terms and conditions agreed to by Canada Life and the Group Contractholder for the provision of Services made available through Canada Life for Covered Persons.

Where Canada Life has issued an insurance policy to the Group Contractholder, the Services are provided in conjunction with such insurance.

DEFINITIONS

In this Agreement:

- (1) "Covered Person" means a Qualified Member or a Qualified Dependent.
- (2) "Group Plan Sponsor" means, collectively, the Group Contractholder and its affiliated companies, if any, covered under Group Policy No. 180654 issued by Canada Life.
- (3) "Qualified Dependent" means a spouse or child of a Qualified Member.
- (4) "Qualified Member" means an employee who is employed by the Group Plan Sponsor.
- (5) "Service Provider" means Canada Life or a third-party or parties retained by Canada Life for the provision of Services to Covered Persons.
- (6) "Services" mean the virtual health services as at the date hereof and described in Schedule "A" attached hereto, or such Services as Canada Life may make available from time to time in its absolute discretion, no change of which will require Canada Life to provide notice to the Group Contractholder.

COVERAGE PROVISIONS

Services

Canada Life agrees to make the Services available to Covered Persons through the Service Provider. Additional services may be provided from time to time by the Service Provider directly to the Group Contractholder, as described in Schedule "A".

The Service Provider may be changed by Canada Life at any time and from time to time without the prior written notice to or the consent of the Group Contractholder, all in the absolute discretion of Canada Life.

Canada Life is not responsible for the results of any treatment or other services received by a Covered Person in connection with the Services. Canada Life is not responsible for any other services provided by the Service Provider to the Group Contractholder.

Term of Agreement

The term of this Agreement will be indefinite unless terminated by either Canada Life or the Group Contractholder upon 30 days' prior written notice of termination to the other party.

This Agreement will terminate immediately at the option of Canada Life if a payment to be made by the Group Contractholder becomes due and payable to Canada Life under the section entitled "Payment Provisions - Payment" and such payment is not made by the date that is 31 days after the date such payment first became due and payable. This option may be exercised by Canada Life by providing notice to the Group Contractholder and termination of the agreement will be effective on the date that is 5 business days from the date such notice is sent.

Notwithstanding any provision to the contrary, nothing in this Agreement shall obligate Canada Life to provide Services to the Group Plan Sponsor where payment by the Group Contractholder has become due and payable and has not been paid.

Termination of Services to a Qualified Member

The provision of Services provided to a Qualified Member terminates on the earliest of the following dates:

- (a) the date that this Agreement is terminated in accordance with the section entitled "Coverage Provisions - Term of Agreement";
- (b) the date that the Qualified Member ceases to be a Qualified Member;
- (c) the date that the Group Plan Sponsor stops paying fees pursuant to this Agreement with respect to the Qualified Member or otherwise determines that the provision of Services to a Qualified Member terminates. This date must be determined on the same basis for all Qualified Members in like circumstances; and
- (d) the date determined by Canada Life or the Service Provider, acting reasonably.

Termination of Services to a Qualified Dependent

The provision of Services to a Qualified Dependent under this Agreement terminates on the earlier of the following dates:

- (a) the date the Services for the Qualified Member pursuant to whom the Qualified Dependent may receive Services terminates;
- (b) the date the Qualified Dependent ceases to be a Qualified Dependent; and
- (c) the date determined by Canada Life or the Service Provider, acting reasonably.

INFORMATION HANDLING PROVISIONS

Release of Information

The Group Contractholder agrees to furnish Canada Life on request with correct and complete information which may lawfully be released and which is required by Canada Life to make available the Services. Canada Life will not be considered to have failed to perform its obligations under this Agreement if any delay or non-performance is due, in whole or in part, to the Group Contractholder's failure to promptly furnish correct and complete information.

Disclosure

Canada Life and the Group Contractholder agree that all consultation and other medical records generated pursuant to the provision of Services are the property of the Service Provider and will not be released to medical authorities or other professionals without the written consent of the Qualified Member or Qualified Dependent to whom they relate.

Privacy of Records

Records maintained by Canada Life that contain personal information will be maintained on a confidential basis in accordance with privacy guidelines adopted by Canada Life, as amended from time to time (the "Privacy Guidelines").

The Group Contractholder acknowledges the confidential nature of the personal information maintained by Canada Life and agrees to use any information released to the Group Contractholder only for the purpose for which it was provided and otherwise in accordance with, and subject to, the Privacy Guidelines.

PAYMENT PROVISIONS

Payment

The first payment is due and payable on the effective date of this Agreement. Following the effective date, payments are due and payable on the first day of each month. Payments must be made by the Group Contractholder at Canada Life's Head Office. Payments not made on time will be in default. Payments in default will bear interest, payable on demand at a fluctuating rate per annum equal to the Prime Rate (as hereinafter defined) plus two percent (2%) from the date that such payment becomes due and payable and until such amount is paid in full.

For the purposes of this section, "Prime Rate" refers to the prime rate of interest per annum established by Canada Life's principal banker, from time to time, as its reference of interest for the determination of interest rates that its principal banker will charge for commercial loans in Canadian dollars in Canada.

Calculation: Payment Rate

The amount of each payment made under the section entitled "Payment Provisions - Payment" is to be the sum of the payments for each Qualified Member calculated at the rate last set by Canada Life.

Payment Adjustments

Payments to be made under the section entitled "Payment Provisions - Payment" will be adjusted retroactively to reflect changes in the number of the Qualified Members. Credits will be given only for the 4 months preceding receipt of notice.

Payment Rate Changes

Canada Life can change the payment rates on written notice to the Group Contractholder.

Once a change in the payment rate is made, Canada Life cannot make another change in the 12 month period following such payment rate change or such other period as may be agreed in writing by the parties hereto, unless:

- (a) the terms and conditions of this Agreement are changed at the request of the Group Contractholder; or
- (b) the introduction, revision, or repeal of a statute or regulation results in a change in the taxes payable by Canada Life to a governmental authority or in the costs payable by the Service Provider for providing the Services.

INDEMNIFICATION PROVISIONS

Indemnification by the Group Contractholder

The Group Contractholder agrees to indemnify and hold Canada Life and its directors, officers, employees and agents harmless from all claims, settlements, judgments, costs, losses, damages and penalties, including but not limited to legal fees and disbursements, resulting from, or arising out of, or in connection with the negligence or any act or omission of the Group Contractholder or of any person authorized to act on behalf of the Group Contractholder under the terms of this Agreement.

Indemnification by Canada Life

Canada Life agrees to indemnify and hold the Group Contractholder and its directors, officers, employees and agents harmless from all claims, settlements, judgments, costs, losses, damages and penalties, including but not limited to legal fees and disbursements, resulting from, or arising out of, or in connection with the gross negligence or dishonest act or omission of Canada Life or of any person authorized to act on behalf of Canada Life under the terms of this Agreement.

GENERAL PROVISIONS

Representation and Notice

The Group Contractholder's actions will bind the affiliated companies of the Group Contractholder, if any, covered under Group Policy No. 180654 issued by Canada Life. Notice given to the Group Contractholder is considered notice to an affiliated company.

Taxes

Any tax assessed specifically against Canada Life with respect to this Agreement will be borne by the Group Contractholder.

Currency

All money payable under this Agreement will be in Canadian funds.

Counterparts

This Agreement may be executed in any number of counterparts, each of which to be deemed an original, and the counterparts will constitute but one and the same instrument.

Amendments

This Agreement may be amended by mutual consent of Canada Life and the Group Contractholder evidenced in writing.

Successors and Assigns

This Agreement will enure to the benefit of and be binding on the parties and their respective successors and assigns.

Non-Waiver

The failure of either party to enforce or insist upon any of the provisions of this Agreement in any instance will not affect the right of either party to enforce such provisions in the future.

Services Agreement

Severability

If, at any time, any part of this Agreement is invalid, illegal or unenforceable for any reason, then that part will be considered deleted and the remainder of this Agreement will continue to be valid and enforceable.

Governing Law

This Agreement will be construed and enforced according to the applicable laws of Canada and of the Province in which the Canadian Head Office of the Group Contractholder is located.

Conformity to Legislation

If this Agreement does not conform to legislation that governs it, this Agreement is deemed to be automatically amended to comply with the minimum requirements of such legislation.

Entire Agreement

This Agreement and any schedules attached thereto constitute the entire agreement between the parties.

Gender

Words implying masculine or feminine gender shall include all genders.

SIGNATURE PAGE

Effective Date

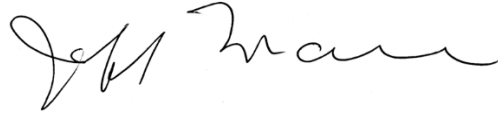
This Agreement will be effective October 1, 2023.

Signed at Winnipeg, Manitoba on August 2, 2023.

THE CANADA LIFE ASSURANCE COMPANY



President and
Chief Executive Officer



President and
Chief Operating Officer, Canada

Signed on _____, _____.

MICHAELS OF CANADA ULC

By _____

Title _____

SCHEDULE A – SERVICES

This Schedule forms an integral part of Contract Number 180654GVHS

1. General Services

For each Covered Person that has been enrolled in the Service via the Service Provider's software applications (the "Application Services"), or through such other means as may be provided by the Service Provider from time to time, the Service Provider will provide the following services:

- unless prohibited by applicable laws, provide access, through the Application Services to an unlimited number of consultations via telephone calls, text messaging and videoconferencing with providers that are registered nurses, nurse practitioners and physicians (family and general practitioners) (these individuals, as well as mental health specialists, career counsellors and other providers used by the Service Provider to provide a component of the Services referred to as "Providers");
- receive requests for prescriptions or prescription renewals. If a prescription is required by a Covered Person, the Service Provider will, at the option of such Covered Person, work with such Covered Person's pharmacy of choice or have the prescription sent by a mail-order pharmacy designated by the Service Provider to the address specified by the Covered Person. Any delivery charges that may apply are the responsibility of the Covered Person;
- if a Provider determines that diagnostic/laboratory tests are medically needed:
 - the Provider will complete the necessary requisition and coordinate with the closest location for the Covered Person;
 - results of the diagnostic/laboratory tests will be sent to the Service Provider, and the Service Provider will contact the Covered Person to provide the results or make them available through the Application Services; and
 - information on the results of diagnostic/laboratory tests will also be accessible to the Covered Person via the Application Services; and
- provide all details of the Covered Person's care plan, including health history, physician recommendations and prescription details. Notwithstanding the immediately foregoing sentence, physician's notes completed by a Provider will only be accessible to the relevant Covered Person if requested by such Covered Person.
- access to self-guided internet-based cognitive behavioral therapy (iCBT).

2. Optional Services

For each Covered Person that has been enrolled in the Services via the Application Services, or through such other means as may be provided by the Service Provider from time to time, the Service Provider will, for an additional fee determined by the Service Provider and charged to the Covered Person or relevant Qualified Member, provide access to psychologists, dieticians and work and life coaches.

3. Telecommunication and Other Expenses

All expenses incurred by a Covered Person in making use of the Services, including expenses related to a cell phone plan or network roaming charges, are the responsibility of the Covered Person.

All expenses incurred by the Group Contractholder in making use of any services provided by the Service Provider are the responsibility of the Group Contractholder.



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Toll free: 1-800-957-9777
www.canadalife.com