

REGIONAL HEALTH SOLUTIONS AGREEMENT

Date: June 21, 2021

Live Well by Faith
 c/o City of Columbia Department of Public Health and Human Services
 1005 W Worley St
 Columbia, Mo 65203

Attention: Verna Laboy

Thank you for selecting WW North America Holdings, LLC, a limited liability company organized in the State of Delaware and with authority to transact business within the state of Missouri ("WWNA") as your weight management provider. We look forward to our continued partnership in getting your community on the path of a healthy lifestyle.

THIS AGREEMENT is entered into on the date of the last signatory noted below (the "Effective Date"), between WWNA and the City of Columbia, Missouri ("Customer" or "City"). The Parties agree to the following.

WWNA will provide the offerings described below to Customer's Live Well by Faith Program Participants ("Participants") on the terms and conditions.

1. **Offerings.** WWNA shall offer the Health Solutions offerings listed below (the "Offerings") set forth in the Schedules attached hereto, pursuant to the terms and conditions set forth herein and in such Schedules. The Participants shall pay the prices for the Offering selected by such Participants as set forth in the respective Schedule directly to WWNA.
 - i. Unlimited Workshops + Digital membership, pursuant to Schedule A;
 - ii. Digital membership, pursuant to Schedule B;
2. Customer agrees to subsidize fifty percent (50%) of the cost of the Offerings, including sales tax where required by state law. Invoices will be sent to the Customer on a monthly basis and payments are due within thirty (30) days from the date of the invoice. Under no circumstances shall the total amount paid by Customer to WWNA exceed the amount of nine thousand six hundred dollars (\$9,600.00)
3. If this Agreement terminates while a Participant is participating in one of the Offerings, such Participants shall be entitled to the price negotiated pursuant to this Agreement until the end of the applicable billing period for such Participant. Thereafter, if the Participant does not wish to renew or continue his or her participation in a WWNA program meeting using a Unlimited Workshops + Digital membership or his or her purchase of a Digital membership, such individual is responsible for cancelling his or her Unlimited Workshops + Digital or Digital membership. If the Participant does not cancel, he or she will be billed at the then current price in effect at that time for a Unlimited Workshops + Digital or a Digital membership. WWNA will be responsible for notifying Participants that this Agreement has been terminated and that if any Participant does not cancel his or her Unlimited Workshops + Digital or Digital membership he or she will be billed at the then current price in effect at that time for a Unlimited Workshops + Digital or a Digital membership.
4. WWNA shall at all times during the term of this Agreement maintain Commercial General Liability Insurance with available limits of not less than one million dollars (\$1,000,000) each occurrence, (aggregate limit, three million dollars), for bodily injury and property damage combined. WWNA shall name the City of Columbia and its respective subsidiaries as "additional insured" under this

- coverage. Upon request, WWNA shall furnish to the other party a standard form Certificate of Insurance evidencing the above coverages and naming the other as an additional insured. The City of Columbia shall maintain a self-insurance program with suitable coverage at the limits of liability set forth herein.
5. Reserved.
 6. Neither party shall be liable to the other for any indirect, consequential, exemplary, special, incidental or punitive damages (including without limitation, lost business, revenue, profits, or goodwill) arising in connection with this agreement or the provision of services hereunder, under any theory of tort, contract, warranty, strict liability or negligence, even if the party has been advised, knew or should have known of the possibility of such damages.
 7. This Agreement shall begin as of the Effective Date and will remain in effect for a period of two (2) years. Either party may cancel this Agreement with one hundred and twenty days (120) days written notice. This Agreement may be renewed on a year-to-year basis or otherwise extended only by the written agreement of the parties.
 8. Neither party shall use directly or indirectly, for its own use or benefit the Confidential Information of the other party or disclose such Confidential Information to any third party. Confidential Information means all non-public confidential and/or proprietary information, in any form, conceived or made pursuant to this Agreement or delivered by a disclosing Party or its affiliates to a receiving Party, its officers, directors, agents, and employees. The receiving party is under no obligation with respect to information which (i) at the time of disclosure is available to the general public, (ii) becomes at a later date available to the general public through no fault of the Receiving Party but only after the information becomes available to the general public, (iii) Receiving Party can demonstrate was in its possession before receipt from Disclosing Party, (iv) Receiving Party can demonstrate was independently developed, (v) is disclosed to Receiving Party without restriction on disclosure by a third party who has the lawful right to such information, or (vi) is an open record pursuant to the Missouri Sunshine Law. In the event that either party or anyone to whom either Party transmits the Confidential Information pursuant to this Agreement receives notification of a legal requirement to disclose or becomes legally compelled to disclose any of the Confidential information, whether by deposition, interrogatory, request for documents, subpoena, or other similar legal, administrative, or other process, the Receiving Party agrees to notify, to the extent reasonably possible, the Disclosing Party of its compliance with such a request. City is subject to the Missouri Sunshine Law. The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. WWNA shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law.
 9. Neither party shall use any intellectual property, including without limitation any program, service, trademark, trade name, color combination, insignia, or device of the other party (the "Intellectual Property"), without prior written approval by the other party in that party's sole discretion. No right, property, license, permission, or interest of any kind in or to the use of any Intellectual Property owned or used by either party or its affiliates is intended to be given, transferred to, or acquired by the other party by the execution or performance of this Agreement or any part thereof.
 10. Both parties will work together in good faith and expeditiously to promote the WW Offerings to Customers Participants. WWNA will provide materials that can be used as internal communications. Any deviation from the WWNA-provided materials cannot be made without the express written consent of WWNA. This paragraph does not apply to materials Customer has created for its own programs, provided that such materials do not contain any reference to the WWNA program, WWNA, or WWNA's or its affiliates' trademarks. WWNA agrees to provide standard aggregate reporting to Customer.

11. This Agreement may be amended or modified only by a written agreement signed by both parties. This Agreement shall be governed and construed by the laws of the State of Missouri without regard to its conflict of laws principles. This Agreement represents the entire understanding of the agreement between Customer and WWNA and supersedes all prior oral and written agreements between the parties. Each party and its employees, agents and representatives shall comply with all applicable federal, state and local laws, statutes and regulations.
12. Employment of Unauthorized Aliens Prohibited. WWNA agrees to comply with Missouri State Statute Section 285.530 in that WWNA shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
13. Termination. With (ninety (90) days written notice, either Party may terminate this Agreement for convenience.
14. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
15. WWNA shall comply with Article III of Chapter 12 of the City's Code of Ordinances, and with any state or federal laws or regulations relating to unlawful employment practices in connection with any work to be performed pursuant to this contract. WWNA shall include this obligation of compliance in its contracts with subcontractors who will provide services pursuant to this agreement.
16. Nature of City's Obligations. All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.
17. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
18. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:

City of Columbia
Public Health and Human Services Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Director

If to WWNA:

WW North America Holdings, LLC
675 Avenue of the Americas
New York, NY 12993
Attn: Legal Department

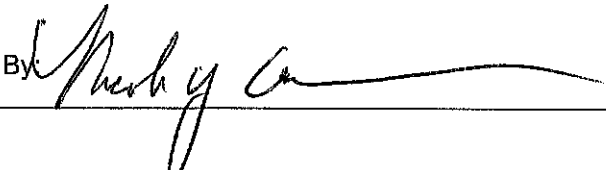
The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or upon receipt if delivered by courier or U.S. mail.

19. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

| Schedule | Description |
|----------|---|
| A | Pricing Plan for Unlimited Workshops and Digital Membership |
| B | Pricing Plan for Digital Membership |

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement the day and the year of the last signatory noted below.

| | |
|---|----------------------------|
| WW North America Holdings, LLC | City of Columbia, Missouri |
| By:  | By: _____ |
| Print Name: Nicole Y. Campagna | Print Name John Glascock |
| Title: Director, Client Success & Engagement | Title: City Manager |
| Date: June 1, 2021 | Date: _____ |

JK

Approved as to form:

City Counselor Nancy Thompson/rw

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 11003030 501395 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, Finance Director

Schedule A
Unlimited Workshop + Digital

A pricing plan that enables Participants to attend unlimited Workshops each month, valid at participating areas only, and free access to the Digital Membership product. Pursuant to Section 3, billing on this plan continues automatically until cancelled by the Participant or City.

| Offering | Strategic Price | 50% Subsidy | Pricing for Participants |
|-------------------------------|------------------------|--------------------|---------------------------------|
| Unlimited Workshops + Digital | \$40 per month | \$20 per month | \$20 per month |

Refunds to Participants and/or Customer shall be provided to Participants and/or Customer according to WWNA's Workshops + Digital refund policy in existence at the time of the request for a refund. WWNA's refund policy is contained on the weightwatchers.com website.

**Schedule B
Digital Membership**

Through this Offering, Participants will be able to sign up for the Digital Membership product at the prices below. Pursuant to Section 3, billing on this plan continues automatically until cancelled by the Participant or City.

| Offering | Strategic Price | 50% Subsidy | Pricing for Participants |
|--------------------|------------------------|--------------------|---------------------------------|
| Digital Membership | \$18 per month | \$9 per month | \$9 per month |

Refunds to Participants and/or Customers shall be provided to Participants and/or Customers according to WWNA's Digital Membership refund policy in existence at the time of the request for a refund. WWNA's refund policy is contained on the weightwatchers.com website.