

Note: This does not need to be distributed to plan participants and it does not need an SPD (because a POP is not subject to ERISA). Plan document is to be kept on file. POP is based on the Internal Revenue Code so changes to the rules are incredibly rare, which means the document rarely needs to be updated. POP is subject to nondiscrimination testing. Acrisure team can provide this service at a relatively small fee.

PRE-TAX PREMIUM ONLY PLAN DOCUMENT

Truepill Inc.

THIS INSTRUMENT made and published by Truepill Inc. (hereinafter called "Company" or "Employer") on 03/01/2020, creates the Truepill Inc. Pre-tax Premium Only Plan, as follows:

The Employer hereby establishes a Flexible Benefit Plan under Section 125 of the Internal Revenue Code of 1986 (the "Code").

The purpose of the plan is to provide eligible Employees of the Employer with the opportunity to choose among those benefits available to them under the Plan.

The Plan is intended to be a flexible benefits plan meeting the requirements of Code Sec. 125, as amended.

ARTICLE I

DEFINITIONS

The following words and phrases as used in this plan shall have the following meanings, unless a different meaning is plainly required by the context:

- 1.01 "Administrator"** means the Employer and or other person or committee appointed by the Company to administer the Plan in accordance with Article VI.
- 1.02 "Affiliated Employer"** means any Employer within the context of Code Section 414(b), (c), or (m) of the Code which will be treated as a single employer for purposes of Code Section 125.
- 1.03 "Benefit Election Form"** means the form promulgated by the Administrator by which an eligible Employee enrolls in the Plan and makes a choice between the premium benefits described in Article IV and an equivalent amount of cash.
- 1.04 "Benefits"** means those benefits available to an Employee who has not elected to receive cash under Article IV.
- 1.05 "Change in Status"** means for accident and health benefits as defined in Code Section 106 and group term life benefits as defined in Code Section 79, Change of Status means any of the following events:

- a. A change in a Participant's legal marital status, including marriage, death of a spouse, divorce, legal separation or annulment;
- b. A change in the Participants number of dependents, including the birth of child, the adoption or placement for adoption of a child, or death of a dependent;
- c. Termination or commencement of employment by the Participant, the Participant's Spouse or the Participant's dependent;
- d. Change in work schedule of the Participant, the Participant's spouse or the Participant's dependent, including a switch between part-time and full-time status, a strike or lockout or commencement or return from an unpaid leave of absence;
- e. Dependent satisfies or ceases to satisfy the Dependent eligibility requirements for a particular benefit, such as due to attaining a specified age or ceasing to be a student;
- f. A change in the place of residence or work of the Participant, the Participant's spouse or the Participant's dependent.

1.06 "Code" means the Internal Revenue Code of 1986, as amended.

1.07 "Company" means Truepill Inc. a corporation, its consolidated subsidiaries, its affiliates and any other persons, firms, or organizations which the Company determines to include in accordance with the Policies.

1.08 "Contributions" means amounts contributed toward qualifying benefits under this Plan.

1.09 "Dependent" A Participant's spouse, registered domestic partner or any other person defined as a Dependent by Section 152 of the Code.

1.10 "Disability Income Insurance Policy" means the Policy providing disability insurance coverage to Employees.

1.11 "Effective Date" means March 01, 2020.

1.12 "Employee" means any individual who is considered to be in a legal employer-employee relationship with the Employer for federal withholding tax purposes. The term "Employee" shall not include any leased employee (as that term is defined in Code Section 414(n)) or any self-employed individual who receives from the Employer "net earnings from self-employment" within the meaning of Code Section 401(c)(2) unless such individual is also an Employee. The term "Employee" shall also not include individuals covered under a collective bargaining agreement unless the collective bargaining agreement specifically provides for participation herein.

1.13 "Employer" means the Company or any of its consolidated subsidiaries, affiliates, and any other persons, firms, or organizations which the Company determines to include in accordance with the Policies.

1.14 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

1.15 "FMLA" means the Family and Medical Leave Act of 1993 (29 USCS §2601 et seq.).

1.16 "FMLA Leave" means a leave of absence that the Company is required to extend to an Employee under the provisions of the FMLA.

- 1.17 “Health and Life Insurance Policy”** means the Policy providing medical and life insurance coverage to Employees.
- 1.18 “Insurance Benefits”** Employer-sponsored insurance plans, policies, and/or programs within general categories listed and those specifically referenced in Section 5 below. These general categories include but are not limited to: group hospital and health insurance; non-core health plans such as dental, vision, cancer, accidental dismemberment and disability, group term life, short term disability and long term disability.
- 1.19 “Insurer”** means any insurance company that provides coverage for an Employee under Section 4.01 and, where applicable, a qualified health maintenance organization.
- 1.20 “Medical expense reimbursement plan”** means an arrangement under which an Employee- Participant may become eligible to be reimbursed for certain out-of-pocket medical expenses incurred on behalf of himself or his or her family members.
- 1.21 “Participant”** means an Employee who participates in the Plan under Article II.
- 1.22 “Period of Coverage”** means the time interval of coverage purchased through a Participant’s election of coverage under a particular insurance plan.
- 1.23 “Plan”** means the Truepill Inc. Pre-tax Premium Only Plan.
- 1.24 “Plan Year”** means the twelve (12) consecutive month period beginning March 1 of each year.
- 1.25 “Policy”** means any group insurance contract maintained by the Company for the benefit of Employees.
- 1.26 “Spouse”** means an individual who is legally married to a Participant (and who is treated as a Spouse under the Code)
- 1.27 “Uniformed Services”** means the Armed Forces, the Army National Guard, and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or emergency.

ARTICLE II

ELIGIBILITY AND PARTICIPATION

2.01 Eligibility

With respect to any of the Benefits available under the Plan, each Employee shall be eligible to participate in the Plan as to such Benefits upon the Employee's satisfaction of the conditions for eligibility set forth in the Policy providing the Benefits.

2.02 Participation

With respect to each of the Benefits available under the Plan, each eligible Employee shall become a Participant for the initial Plan Year by signing an election form and filing it with your Human Resources Department, then in succeeding Plan Years participants will automatically be included in this Plan. A participant who does not wish to participate in the pre-tax plan can complete a form and file with the Administrator a Waiver of Benefit Election Form in accordance with Article III.

2.03 Termination of Participation

Except as provided in Section 2.04, participation during a Plan Year shall terminate on the date an Employee ceases to be an Employee or fails to meet the eligibility requirements in Section 2.01.

2.04 Participation During FMLA and Uniformed Service Leaves of Absence

Any Employee who is absent from work due to (a) an FMLA leave or (b) a period of duty in the Uniformed Services shall have the right to continue to participate in any insurance program offered through this Plan that does not limit continued participation on the basis of a requirement that an insured must be actively at work. The Employee's right to maintain insurance coverage while on a leave of absence—other than COBRA continuation coverage under Article V, which makes separate provision for continuation of health insurance under certain circumstances—is conditioned on the Employee's (a) continuing to have an employment relationship with the Company, and (b) making the required premium contributions, as provided in Section 4.03.

An Employee who is absent for duty in the Uniformed Services may continue to participate in the Plan for a maximum of 12 weeks. If the Employee has not returned to active employment at the end of the 12-week period, his or her participation in the Plan shall cease. However, the Employee and his or her spouse or insured dependents shall be given the right to elect to continue any group health insurance coverage maintained through this Plan for a maximum of 18 months, measured from the first day of the Employee's absence for duty in the Uniformed Services.

Notwithstanding any provision to the contrary in this Plan, if an Employee goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Employee's health insurance plan benefits on the same terms and conditions as though he or she were still an active Employee (i.e. the Employer will continue to pay its share of the premium to the extent the Employee opts to continue his or her coverage). If the Employee opts to continue his or her coverage, the

Employee may pay his or her share of the premium with after-tax dollars while on leave (or pre-tax dollars to the extent he or she receives compensation during leave), or the Employee may be given the option to pre-pay all or a portion of his or her/her share of the premium for the expected duration of the leave on a pre-tax salary reduction basis out of his or her/her pre-leave Compensation by making a special election to that effect prior to the date such Compensation would normally be made available to the Employee (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next Plan Year), or via other arrangements agreed upon between the Employee and Administrator (e.g. the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his or her leave, or as otherwise required by the FMLA.

ARTICLE III

BENEFIT ELECTIONS

3.01 Election of Benefits

Each Employee will be required to sign an election form in the initial year of participation, each year thereafter they will be included in this Plan or they must, under this Article III, make an election to waive the premium benefits available under Article IV.

3.02 Initial Election Period

(a) An Employee who is eligible to participate as of the Effective Date and who wishes to receive the premium benefits under the Plan in lieu of the equivalent amount of cash will be required to sign an Election Form the first Plan Year, and then will be automatically included in this benefit unless a waiver is signed prior to the Effective Date of each Plan Year. The waiver is made by completing, signing, and returning a Benefit Election Form to the Administrator.

(b) An Employee who becomes eligible to participate after the Effective Date and who wishes to participate in the Plan's available premium benefits shall complete, sign, and file a Benefit Election Form with the Administrator prior to the date the Employee is eligible to become covered under the Plan. The Benefit Election Form filed by the Employee shall be effective, subject to Section 3.04, for the period beginning on the first day of the month coinciding with or next following the date as of which the Benefit Election Form is filed and ending on the last of the Plan Year. The election will remain until the Participant files a waiver form for subsequent Plan Years.

(c) An eligible Employee who fails to complete and file a Benefit Election Form with the Administrator under Section 3.02(a) or (b) with respect to the first Plan Year of his or her most recent period of participation in the Plan shall be deemed to have elected to receive cash in lieu of the premium benefits available under Article IV, and shall not be eligible to elect premium benefits until the next Annual Election period, or until the Employee experiences a change in status described in Sections 3.05, 3.06, or 3.07, if sooner.

3.03 Annual Elections

Each eligible Employee shall be entitled to reform his or her election for the next Plan Year by filing a Waiver Form with the Administrator during the 30-day period preceding the beginning of the new Plan Year. During this re-enrollment period, the Employee may elect any combination of premium benefits or cash otherwise available under the Plan. However, if the Employee does not complete a Waiver Form during the 30-day period, it is presumed that his or her previous year's election is valid and applicable to the next Plan Year and any succeeding Plan Year until the Employee reforms it.

Notwithstanding, eligibility under this Plan is defined in terms of those employees who already are eligible and participating in the underlying plans—group medical, dental or vision insurance—lacking a positive election, the employee automatically is presumed to have elected the tax-free premium benefit. In this case, electing cash would require the affirmative action. All other qualifying premiums require an initial election for the pre-tax benefit.

3.04 Annual Election Period

Except as otherwise provided in Section 3.02, each Participant shall become eligible to receive cash in lieu of the Benefits available under Article IV for any Plan Year after the Plan Year commencing on the Effective Date by filing a Benefit Election Form with the Administrator during the period beginning on the first day of the last month of the preceding Plan Year, and ending on the last day of the last month of the preceding Plan Year.

3.05 Altering Benefit Elections Due to Changes in Status

(a) A Participant shall be entitled to prospectively change a previous benefit election by revocation or modification during a Plan Year in the event that the Participant experiences a "Change of Status."

(b) For this purpose, a "Change of Status" is a change in an individual's eligibility for coverage under a qualified insurance benefit plan sponsored by the Participant's Employer or another employer's plan due to at least one of the following:

(1) the birth, death, adoption, and placement for adoption of one of an Participant's dependents;

(2) the Participant's marriage, divorce, legal separation, annulment or the death of the Participant's spouse;

(3) a change in the Participant's employment status or the employment status of the Participant's spouse or a dependent (e.g., commencement or termination of employment, reduction or increase in work hours, strike or lock-out, commencement of or return from an unpaid leave of absence, new worksite, etc.);

(4) a change in an employee's residency or the residency of an employee's spouse or a dependent; or

(5) a change in the status of one of an employee's dependents under a plan's eligibility criteria (attainment of a specified maximum age, enrollment or graduation in school, and any similar circumstance).

(c) The status changes enumerated in Section 3.05(b) may justify election changes with respect to any qualified insurance benefit offered under this Plan.

For purposes of this Plan, the commencement or termination of adoption proceedings is treated as a change in status for purposes of adoption assistance benefits.

(d) A Participant otherwise entitled to implement a new prospective election because of having experienced a Change in Status must do so within 30 days before or after the date of the status change. However, any such election change is subject to the following restrictions.

(1) A Participant may not cancel coverage for an individual who has become eligible for coverage under another plan unless the individual actually becomes covered under the other plan.

(2) With respect to group term life or disability income insurance coverage, an election change following a change in marital status must correspond to either a resulting need to satisfy a coverage deficiency or to eliminate unnecessary coverage.

(3) If a Participant, his or her spouse, or a dependent loses coverage under the health insurance plan sponsored by the Participant's Employer and elects coverage continuation under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Participant may increase any health insurance contribution election under this Plan to pay for such coverage.

(4) A Participant's termination of employment for more than 30 days during a Plan Year will be deemed to be a bona fide termination that would permit the Participant to cancel coverage for the remainder of the plan year, reinstate his or her prior elections, or make a new election without regard to his or her prior elections.

3.06 Altering Benefit Elections Due to Changes in Participant's Coverage

(a) If coverage under any benefit option offered under this Plan is significantly curtailed or terminated during the Plan Year, an affected Participant shall be permitted to change to coverage under another option providing similar coverage. In this context, coverage under an accident or health plan is significantly curtailed only if there is an overall reduction in coverage that affects all Participants.

(b) If the Plan adds or eliminates a benefit package or coverage option during the Plan Year, affected Participants may elect the new option or a replacement for a cancelled option and make corresponding election changes with respect to other options providing similar coverage.

3.07 Altering Benefit Elections Due to Coverage Changes Under a Family Member's Plan

(a) A Participant may make a mid-Plan Year prospective election change on account of (and consistent with) a coverage change under a Code Sec. 125 cafeteria plan sponsored by the employer of the Participant's spouse, former spouse, or dependent that results from:

(1) a permissible election change (for any of the reasons set forth in Section 3.05 and 3.06); or

(2) if the Participant's and the family member's cafeteria plans have different plan years, such family member's new election during an open enrollment period.

3.08 Altering Benefit Elections Due to Changes in Coverage Costs

(a) If the cost of a qualified benefit option (other than a health FSA under a medical expense reimbursement Plan, but including a self-insured arrangement providing conventional health insurance benefits) increases or decreases during a Plan Year, and so affects participants' premiums for such benefit plan, the Administrator will automatically make a prospective adjustment, on a reasonable and consistent basis, in affected Participants' pre-tax premiums. If the cost that is charged to all Participants with respect to a benefit package option is significantly increased, each affected Participant shall be given the choice of either making a corresponding increase in his or her premiums for that option or electing another benefit package option providing similar coverage on a prospective basis.

(b) If coverage under a qualified benefit option offered under this Plan is significantly curtailed or ceases during a Plan Year, affected Participants shall be allowed to change to coverage under another option providing similar coverage. Coverage under an accident or health plan is significantly curtailed only if there is an overall reduction in coverage that affects all participants in that program.

3.09 Altering Elections for Court Ordered Coverage

If a Participant's child who is the subject of a Qualified Medical Child Support Order (QMCSO) pursuant to ERISA § 609 gains or loses coverage under any employer's plan, the participant may change his or her elections in a manner that is consistent with an increase or decrease in the Participant's responsibility to provide health care coverage for such child. For these purposes, a QMCSO is a judgment, decree, or order issued by a court or a state administrative process with the force of law under which a child for whom an individual must provide child support is entitled to benefits under such individual's health plan.

3.10 Altering Elections for HIPAA Special Enrollments

If a Participant, his or her spouse, or any of his or her dependents become covered under a group health insurance plan maintained by the Employer by reason of special enrollment rights arising under ERISA § 701(f), the Participant shall be permitted to make a prospective change to his or her health benefit election under this Plan consistent with the financial effect of the special enrollment.

3.11 Altering Elections Upon Medicare or Medicaid Entitlement

If a Participant, his or her spouse, or a dependent becomes enrolled for general benefits under Medicare or Medicaid (i.e., benefits in addition to pediatric vaccinations), the Participant shall be allowed to cancel coverage for such individual. Alternatively, if the Participant, spouse, or dependent loses coverage under Medicare or Medicaid, the Participant may make a prospective election to begin or increase coverage of that individual under the Participant's accident or health plan.

3.12 Altering Elections Due to FMLA Leaves

A Participant who takes an FMLA leave described in Section 1.16 shall have the right to make any election change under an Employer-sponsored group health plan option as may be provided for under FMLA.

3.13 Termination of Election

A Participant may revoke a prior election upon terminating employment or taking an unpaid leave of absence. Likewise, failure to make required contributions for any benefit elected under this Plan shall automatically terminate any prior election with respect to such benefit, unless delinquent contributions are brought current within 30 days of the date that they became delinquent. If revocation occurs under this Section 3.13, no new election may be made by such Participant during the remaining coverage period of the Plan Year.

3.13 Revoking Elections

A Participant may make a prospective mid-year revocation of an election upon either:

(a.) The Participant's expected hours of service change from at least 30 hours per week to less than 30 hours per week where the change does not result in the employee ceasing to be eligible under the group health plan; or

(b.) The Participant intends to enroll in a qualified health plan through a Marketplace during a Special Enrollment Period or during the Marketplace's annual open enrollment period.

In both instances, the revocation must correspond with the intended enrollment in another plan that provides minimum essential coverage and that is effective no later than the day following the last day that the Employer group medical plan is effective.

ARTICLE IV

BENEFITS

4.01 Benefits

Those Employees who do not elect to receive cash by properly filing a Benefit Election Form with the Administrator under Article III shall not receive the Benefits available under this Article IV.

4.02 Insurance Contracts

The Company shall have the right to enter into a contract with one or more Insurers for the purpose of providing Benefits under the Plan and to replace any Insurer. The terms of the Policies shall supercede the terms of the Plan. Any dividends, retroactive rate credits, or other refunds which may become payable under any agreement with an Insurer shall be retained by the Company.

4.03 Premium Payments by Employees of FMLA and Uniformed Service Leaves of Absence.

(a) Any employee who elects to maintain coverage while on an FMLA leave of absence or is absent from work for more than 31 days for duty in the Uniformed Services (as provided in Section 2.04, above) must continue to make any required contributions specified in Section 4.01. During the absence, an Employee may choose to make these contributions by:

(1) remitting payment to the Company on or before each pay period for which the contributions would have been deducted from the Employee's paycheck if leave had not been taken, provided that any delinquent payments must be made within 30 days of their due date, or

(2) at the Employee's request, prepaying the amounts that will become due during the leave out of one or more of the Employee's paychecks preceding the leave.

(b) An Employee who is absent from work for any paid leave of absence must continue any and all benefits elected under this Plan not prohibited by any insurance policy provision requiring an insured to be actively at work, and Employee contributions for those benefits that the Employee chooses to continue while on the leave of absence will continue to be deducted from the Employee's paychecks during the absence.

ARTICLE V

CONTINUATION COVERAGE

5.01 Continuation Coverage

An Employee or a Qualified Beneficiary who loses coverage under the underlying group health insurance plan or plans covered by this Plan generally will have the opportunity to elect Continuation Coverage under that plan in accordance with the COBRA continuation coverage provisions contained in that plan.

ARTICLE VI

ADMINISTRATION

6.01 The Administrator

Except as to those functions reserved within the Plan to the Company, the Administrator shall control and manage the operation and administration of the Plan. The Administrator may be a committee consisting of not less than three (3) nor more than seven (7) persons to be appointed by the Company. Any member of the committee may resign or be removed by the Company and new members may be appointed by the Company.

6.02 Committee Members

Any person appointed to be a member of the committee shall signify his or her acceptance in writing to the Company. Any member of the committee may resign by delivering his or her written resignation to the Company and the resignation shall become effective upon delivery or upon any later date specified in the written resignation.

6.03 Rules of Administration

Subject to the limitations of the Plan, the Administrator shall establish rules for the Administration of the Plan and the transaction of its business. It shall have the exclusive right (except as to matters reserved to the Company or an Employer by the Plan or that the Company or an Employer may reserve to itself) to interpret the Plan and to decide all matters arising under the Plan, including the right to remedy possible ambiguities, inconsistencies, or omissions. All determinations of the Administrator as to any matter under the Plan shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Administrator shall have the following powers and duties:

(a) To require any person to furnish information that it may request for the purpose of the proper administration of the Plan and as a condition to receiving any Benefits under the Plan;

(b) To make and enforce rules and regulations and prescribe the use of forms that it deems necessary for the efficient administration of the Plan;

(c) To decide questions concerning the Plan and the eligibility of any Employee to participate in the Plan;

(d) To determine the cost of Benefits available to any person under the provisions of the Plan and to provide a full and fair review to any Participant whose claim for Benefits has been denied in whole or in part;

(e) To allocate any of its powers and duties to or among individual members of the committee; and

(f) To designate persons other than the committee members to carry out any duty or power which would otherwise be a fiduciary responsibility of the Administrator under the terms of the Plan.

6.04 Employment of Others

The Administrator, subject to approval of the Company, may employ the services of those persons that it may deem necessary or desirable in connection with the Plan.

6.05 Liability

To the extent permitted by law, neither the Administrator nor any other person shall incur any liability for any acts or for any failure to act except for their or his or her own willful misconduct or willful breach of the Plan.

6.06 Expenses

All expenses incurred prior to the termination of the Plan that shall arise in connection with the administration of the Plan, including, without limitation, administrative expenses and compensation and other expenses and charges of any actuary, counsel, accountant, specialist, or other person who shall be employed by the Administrator in connection with the administration of the plan, shall be paid by the Company.

ARTICLE VII

CLAIMS PROCEDURE

Any Employee, beneficiary, or duly authorized representative may file a claim for Benefits to which the claimant believes he is entitled. The claims procedure applicable to any Benefits shall be determined in accordance with the Policies under which the Benefits are provided.

ARTICLE VIII

AMENDMENT OR TERMINATION OF PLAN

8.01 Plan Amendment or Modification

The Company reserves the power at any time and from time to time (and retroactively, if necessary or appropriate to meet the requirements of the Code or ERISA) to modify or amend, in whole or in part, any or all provisions of the Plan, provided, however, that no modification or amendment shall divest an Employee of a right to those Benefits to which he has become entitled under the Plan. Any amendments to this Plan may be effected by a written resolution adopted by a majority of the Board of Directors of the Company.

8.02 Plan Termination

This Plan may be terminated by a written resolution adopted by a majority of the Board of Directors of the Company. Furthermore, the Plan will also automatically terminate if the Company (1) is legally dissolved; (2) makes a general assignment for the benefit of its creditors; (3) files for liquidation under the Bankruptcy Code; or (4) merges or consolidates with any other entity and it is not the surviving entity, or if it sells or transfers substantially all of its assets, or goes out of business, unless the Company's successor in interest agrees to assume the liabilities under this Plan as to the Participants and Eligible Dependents. The Company reserves the right and power to discontinue or terminate the Plan at any time.

8.03 Effective Date of Amendment or Termination

Any amendment, discontinuance or termination of the Plan shall be effective as of the date that the Company determines.

ARTICLE IX

GENERAL INFORMATION

9.01 Right to Continued Employment

Neither the Plan nor any action taken with respect to it shall confer upon any person the right to continue in the employ of an Employer.

9.02 Assignment

No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to do so shall be void.

9.03 Written Communications

All communications in connection with the Plan made by an Employee shall become effective only when duly executed and filed with the Administrator.

9.04 Fiduciaries

Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

9.05 Governing Laws

The provisions of the Plan shall be construed, administered and enforced according to applicable Federal law and the laws of the State of California.

9.06 Severability

The provisions of the Plan are severable. If any provision of the Plan is deemed legally or factually invalid or unenforceable to any extent or in any application, then the remainder of the provision and the Plan, except to such extent or in such application, shall not be affected, and each and every provision of the Plan shall be valid and enforceable to the fullest extent and in the broadest application permitted by law.

IN WITNESS WHEREOF, we have executed this Plan Agreement the date and year first written above.

Truepill Inc.

By: _____