

MODA PARTNERS, INC.

STOCKHOLDER RIGHTS AGREEMENT

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Schedule A - Schedule of Holders

STOCKHOLDER RIGHTS AGREEMENT

THIS STOCKHOLDER RIGHTS AGREEMENT (this "**Agreement**"), is made as of the ___ day of _____, 2018, by and among Moda Partners, Inc., a Delaware corporation (the "**Company**"), the holders of the outstanding shares of the Company's Class A Common Stock ("**Class A Holders**") and the holders of the outstanding shares of the Company's Class B Common Stock ("**Class B Holders**" and together with the Class A Holders, " **Holders**").

WHEREAS, the Company and the Holders are parties to the Class B Common Stock Purchase Agreement (the "**Purchase Agreement**");

WHEREAS, in order to induce the Company, and the Class B Holders to enter into the Purchase Agreement and to induce the Class B Holders to invest funds in the Company pursuant to the Purchase Agreement, the Holders and the Company hereby agree that this Agreement shall govern the rights of the Holders to receive certain information from the Company, and to participate in future equity offerings by the Company, and shall govern certain other matters as set forth in this Agreement; and

WHEREAS, the Holders agree that certain rights of the Class A Holders and Class B Holders shall change effective as of the earlier to occur of (i) the voluntary or involuntary termination of the Company's current Chief Executive Officer for any or no reason and (ii) the five year anniversary of Closing (as defined in the Purchase Agreement) (such date, the "**Transition Date**").

NOW, THEREFORE, the parties hereby agree as follows:

1. Definitions. For purposes of this Agreement:

1.1 "**Adjusted Company Value**" means an amount equal to (a) the Company Value, less (b) the Discount.

1.2 "**Affiliate**" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, officer, director or trustee of such Person.

1.3 "**Board of Directors**" means the board of directors of the Company.

1.4 "**Business**" means the business of: (a) the underwriting of, or serving as the third party administrator for, health insurance policies for employers and individuals that cover medical, pharmaceutical and surgical expenses, but not dental or other oral care expenses provided under dental insurance policies; and (b) filling prescriptions for pharmaceutical drugs and providing related pharmaceutical services.

1.5 "**Certificate of Incorporation**" means the Company's Certificate of Incorporation, as amended and/or restated from time to time.

1.6 "**Change of Control**" means an issuance of new securities by the Company to one or more Third Parties if, after the issuance and as a result of the issuance, such Third Party(ies) would hold more than 50% of the outstanding voting securities of the Company.

1.7 "**Class A Common Stock**" means shares of the Company's Class A Common Stock, par value \$0.0001.

1.8 "**Class A Director**" means any director of the Company that the Class A Holders are entitled to elect, exclusively and as a separate class, pursuant to the Certificate of Incorporation.

1.9 "**Class B Common Stock**" means shares of the Company's Class B Common Stock, par value \$0.0001.

1.10 "**Class B Director**" means any director of the Company that the Class B Holders are entitled to elect, exclusively and as a separate class, pursuant to the Certificate of Incorporation.

1.11 "**Common Stock**" means shares of the Company's Class A Common Stock and Class B Common Stock.

1.12 "**Company Value**" means the product of (a) the Fair Market Value (determined as of the date the applicable Redemption Request is delivered to the Company) and (b) the Pre-Redemption Capitalization.

1.13 "**Competitor**" means any Person that directly or indirectly competes with the Company in the Business (or any portion thereof) and/or whose business is or includes in any material respect the Business (or any portion thereof); *provided* that a Person shall not be deemed a Competitor if less than ten percent (10%) of such Person's annual net revenue in the prior year is attributable to the Business.

1.14 "**Derivative Securities**" means any securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly) Common Stock, including options and warrants.

1.15 "**Discount**" means an amount equal to the lesser of (a) ten percent (10%) of the positive difference, if any, between the Company Value and \$307,850,000 and (b) \$10,000,000.

1.16 "**Fair Market Value**" means the price per share of Class B Common Stock at which a willing buyer would pay a willing seller for the shares as determined by a third party Valuation Firm.

1.17 "**Liability**" means any liability or obligation of any kind, character or description, whether absolute or contingent (including unasserted possible claims or assessments), accrued or unaccrued, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise and whether or not the same is required to be accrued or reflected on financial

statements prepared in accordance with GAAP or is disclosed or required to be disclosed on any Schedule to this Agreement.

1.18 “**GAAP**” means generally accepted accounting principles in the United States as in effect from time to time.

1.19 “**Majority in Interest**” means not less than two-thirds (2/3) of the then-outstanding shares of Common Stock.

1.20 “**New Securities**” means, collectively, equity securities of the Company, whether or not currently authorized, as well as rights, options or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities.

1.21 “**Person**” means any individual, corporation, partnership, trust, limited liability company, association or other entity.

1.22 “**Pre-Redemption Capitalization**” means the number of shares of the Company's capital stock issued and outstanding immediately prior to the applicable redemption.

1.23 “**Special Board Majority**” means the approval of a majority of the Board of Directors that includes the consent of at least one (1) Class A Director and one (1) Class B Director.

1.24 “**Third Party**” means a Person who is not a Holder and who is not an Affiliate of any Holder.

2. Information Rights.

2.1 Delivery of Information. The Company shall deliver to each Holder:

(a) within one hundred eighty (180) days after the end of each fiscal year of the Company (i) a balance sheet as of the end of such year, (ii) statements of income and of cash flows for such year and (iii) a statement of stockholders' equity as of the end of such year. All such financial statements shall be audited and certified by independent public accountants of regionally recognized standing selected by the Board of Directors;

(b) within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Company, unaudited statements of income and cash flows for such fiscal quarter, and an unaudited balance sheet as of the end of such fiscal quarter, all prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal year-end audit adjustments and (ii) not contain all notes thereto that may be required in accordance with GAAP);

(c) within thirty (30) days of the end of each month, an unaudited income statement for such month, and an unaudited balance sheet, all prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal year-end audit

adjustments and (ii) not contain all notes thereto that may be required in accordance with GAAP);

(d) no later than March 15th of each fiscal year, a budget and business plan for that fiscal year, approved by a Special Board Majority; and

(e) such other information relating to the financial condition, business, prospects, or corporate affairs of the Company as a Holder may from time to time reasonably request; *provided, however*, that the Company shall not be obligated under this section to provide information (i) that the Company reasonably determines in good faith to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in a form acceptable to the Company); or (ii) the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

If, for any period, the Company has any subsidiary whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to the foregoing sections shall be the consolidated and consolidating financial statements of the Company and all such consolidated subsidiaries.

2.2 Inspection. The Company shall permit each Holder, at such Holder's expense, to visit and inspect the Company's properties; examine its books of account and records; and discuss the Company's affairs, finances, and accounts with its officers, during normal business hours of the Company as may be reasonably requested by the Holder; *provided, however*, that the Company shall not be obligated pursuant to this section to provide access to any information that it reasonably and in good faith considers to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in form acceptable to the Company) or the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

2.3 Confidentiality. Each Holder agrees that such Holder will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement, unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this section by such Holder), (b) is or has been independently developed or conceived by such Holder without use of the Company's confidential information, or (c) is or has been made known or disclosed to such Holder by a third party without a breach of any obligation of confidentiality such third party may have to the Company; *provided, however*, that a Holder may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company; (ii) to any prospective purchaser of any Common Stock from such Holder, if such prospective purchaser agrees to be bound by the provisions of this section; (iii) to any Affiliate, partner, member, stockholder, or wholly owned subsidiary of such Holder in the ordinary course of business, *provided* that such Holder informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information; or (iv) as may otherwise be required by law, regulation, rule, court order or subpoena, *provided* that such Holder promptly

notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

3. Right of First Offer.

3.1 Grant of Right of First Offer. *Prior to the Transition Date*, subject to the terms and conditions of this section and applicable securities laws, if the Company proposes to offer or sell any New Securities, the Company shall first offer such New Securities to the Class B Holders and the Class B Holders shall be entitled to purchase all or any portion of such New Securities and to apportion the right of first offer hereby granted to it in such proportions as it deems appropriate, among itself and its Affiliates. *On and after the Transition Date*, subject to the terms and conditions of this section and applicable securities laws, if the Company proposes to offer or sell any New Securities, the Company shall first offer such New Securities to all Holders and each Holder shall be entitled to purchase its pro rata allocation of such New Securities and to apportion the right of first offer hereby granted to it in such proportions as it deems appropriate, among itself and its Affiliates, with each Holder's pro rata allocation to be equal to the proportion that the Common Stock then issued and held, or issuable (directly or indirectly) upon conversion and/or exercise, as applicable, of any Derivative Securities then held by such participating Holder bears to the Common Stock issued and held, or issuable (directly or indirectly) upon conversion and/or exercise, as applicable, of any other Derivative Securities then held by all participating Holders.

3.2 Procedure. The Company shall give notice (the "**Offer Notice**") to each Holder entitled to participate in an offer of New Securities stating (a) its bona fide intention to offer such New Securities, (b) the number of such New Securities to be offered, and (c) the price and terms, if any, upon which it proposes to offer such New Securities.

3.3 Valuation of New Securities. Unless the price of the New Securities being offered has been determined in an arm's length negotiation with a third party who is not an Affiliate, the price per share of the New Securities shall be the Fair Market Value per share as determined by a valuation firm selected by a Special Board Majority (the "**Valuation Firm**"). The Valuation Firm will apply the same valuation methods for any offering of New Securities as were used in determining the value of the Class B Common Stock prior to the initial sale of the Class B Common Stock. Notwithstanding the foregoing, the valuation of any New Securities that are convertible debt securities shall not be required prior to an offering.

3.4 Sale of Remaining New Securities. If all New Securities referred to in the Offer Notice are not elected to be purchased or acquired by an existing Holder or an Affiliate of an existing Holder, the Company may, offer and sell the remaining unsubscribed portion of such New Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Offer Notice.

3.5 Change in Control Issuance. Notwithstanding the foregoing, if New Securities will be offered, and the offering will result in a Change of Control, then all Holders must consent to the transaction before it may be consummated.

4. Redemption.

4.1 Redemption Right. At the election of holders of a majority of the then outstanding shares of Class B Common Stock (the "**Class B Majority**"), the Company shall redeem all (but not less than all) of the Class B Common Stock at the Redemption Price (as defined below), out of funds legally available therefor and on the terms set forth in this section, if the Class B Majority delivers a notice of its election to require such redemption (the "**Redemption Request**") to the Secretary of the Company during any Redemption Window. "**Redemption Window**" means each of the following: (a) the period beginning on the date the ACA Receivable (as defined in Voting Agreement entered by the parties hereto on substantially the date hereof) is received by Moda Health Plan, Inc. and ending on the first (1st) anniversary of that date; and (b) the period beginning on the second (2nd) anniversary of the Closing (as defined in the Purchase Agreement) and ending on the fourth (4th) anniversary of the Closing. Notwithstanding the foregoing, the redemption right set forth in this section shall terminate on the date that the Class B Holders first acquire a Majority in Interest.

4.2 Price. The price per share that the Company shall pay to redeem the Class B Common Stock pursuant to a Redemption Request (the "**Redemption Price**") shall be equal to (a) the Adjusted Company Value divided by (b) the Pre-Redemption Capitalization. For example, if Class B Common Stock shares are redeemed when the Fair Market Value is \$125.00 and the Pre-Redemption Capitalization is 3,000,000 shares, then the Company Value is \$375,000,000, the Discount is \$6,715,000, the Adjusted Company Value is \$368,285,000 and the resulting Redemption Price is \$122.7616 per share. Also, for example, if Class B Common Stock shares are redeemed when the Fair Market Value is \$150.00 and the Pre-Redemption Capitalization is 3,000,000 shares, then the Company Value is \$450,000,000, the Discount is \$10,000,000, the Adjusted Company Value is \$440,000,000 and the resulting Redemption Price is \$146.6666.

4.3 Procedure. Closing of the redemption shall occur not more than one hundred eighty (180) days after receipt by the Company of the Redemption Request (the last date of such period is the "**Redemption Deadline**"). If the Company does not close the redemption for all the redeemed shares on or before the Redemption Deadline, the Class B Holders shall be entitled to sell any or all of their shares to any Person without restriction and without regard to any right of first refusal or co-sale right, subject only to applicable law. Promptly following the delivery of a Redemption Request, the Board of Directors shall initiate a determination of the Fair Market Value. Prior to closing the redemption, the Board of Directors (not including for purposes of such vote any member(s) of the Board of Directors appointed by the Class B Holders) shall determine the method by which the Company shall pay the Redemption Price for each redeemed share, which may include the payment of all or any portion of the Redemption Price in cash, by wire transfer and/or by issuing to the redeemed Class B Holder(s) one or more promissory notes in the aggregate principal amount of up to \$80,000,000 and having terms that are commercially reasonable and customary for such notes.

4.4 Compliance with Law. The redemption right set forth herein, and the Company's obligations under this section, are subject at all times to regulatory approval, and the Company shall have no obligation to perform under the redemption right set forth herein if and to the extent doing so would violate Delaware or any other applicable law, including the regulations of the Oregon Department of Consumer and Business Services, Division of Financial Regulation. If Delaware law governing distributions to stockholders, or other applicable laws or

regulations (including the regulations of the Oregon Department of Consumer and Business Services, Division of Financial Regulation), prevent the Company from redeeming all shares of Class B Common Stock after a Redemption Request has been duly delivered, the Company shall, at the request of the Holder, redeem the maximum number of shares that the Company may redeem consistent with such law(s), and shall redeem the remaining shares as soon as it may lawfully do.

4.5 Interest. If, after a Redemption Request has been duly delivered, any shares of Class B Common Stock are not redeemed for any reason by or before the Redemption Deadline, all such unredeemed shares shall remain outstanding and entitled to all the rights and preferences provided herein, and the Company shall pay interest on the Redemption Price applicable to such unredeemed shares at an aggregate per annum rate equal to twelve percent (12%) until the Redemption Price, and any interest thereon, is paid in full, with such interest to accrue daily in arrears and be compounded annually; *provided, however*, that in no event shall such interest exceed the maximum permitted rate of interest under applicable law.

4.6 Redeemed or Otherwise Acquired Shares. Any shares of Class B Common Stock that are redeemed or otherwise acquired by the Company or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Company nor any of its subsidiaries may exercise any voting or other rights granted to the Class B Holders following redemption.

5. Additional Covenants.

5.1 Insurance. The Company shall maintain in full force and effect directors and officers liability insurance, from financially sound and reputable insurers in an amount and on terms and conditions satisfactory to the Board of Directors, and will use commercially reasonable efforts to cause such insurance policy to be maintained until such time as the Board of Directors determines that such insurance should be discontinued.

5.2 Board Matters. Unless otherwise determined by the vote of a Special Board Majority, the Board of Directors shall meet at least quarterly in accordance with an agreed-upon schedule. The Company shall reimburse each member of the Board of Directors for all reasonable out-of-pocket travel expenses incurred (consistent with the Company's travel policy) in connection with attending meetings of the Board of Directors. Upon the request of any Holder, the Company shall cause to be established, as soon as practicable after such request, and will maintain, an audit and compensation committee, each of which shall consist solely of Non-Employee Directors. Each Non-Employee Director shall be entitled in such individual's discretion to be a member of any committee of the Board of Directors.

5.3 Successor Indemnification. If the Company or any of its successors or assignees consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger, then to the extent necessary, proper provision shall be made so that the successors and assignees of the Company assume the obligations of the Company with respect to indemnification of members of the Board of Directors as in effect immediately before such transaction, whether such obligations are

contained in the Company's Bylaws, the Certificate of Incorporation, or elsewhere, as the case may be.

5.4 Indemnification Matters. The Company hereby acknowledges that one or more of the directors nominated to serve on the Board of Directors by the Holders (each a “**Non-Employee Director**”) may have certain rights to indemnification, advancement of expenses and/or insurance provided by one or more of the Holders and certain of their Affiliates (collectively, the “**Holder Indemnitors**”). The Company hereby agrees (a) that it is the indemnitor of first resort (*i.e.*, its obligations to any such Non-Employee Director are primary and any obligation of the Holder Indemnitors to advance expenses or to provide indemnification for the same expenses or Liabilities incurred by such Non-Employee Director are secondary), (b) that it shall be required to advance the full amount of expenses incurred by such Non-Employee Director and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement by or on behalf of any such Non-Employee Director to the extent legally permitted and as required by the Certificate of Incorporation or Bylaws of the Company (or any agreement between the Company and such Non-Employee Director), without regard to any rights such Non-Employee Director may have against the Holder Indemnitors, and, (c) that it irrevocably waives, relinquishes and releases the Holder Indemnitors from any and all claims against the Holder Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Holder Indemnitors on behalf of any such Non-Employee Director with respect to any claim for which such Non-Employee Director has sought indemnification from the Company shall affect the foregoing and the Holder Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Non-Employee Director against the Company. The Non-Employee Directors and the Holder Indemnitors are intended third-party beneficiaries of this section and shall have the right, power and authority to enforce the provisions of this section as though they were a party to this Agreement.

5.5 Harassment Policy. The Board of Directors shall, within sixty (60) days following the Closing (as defined in the Purchase Agreement), review, modify or adopt anti-harassment and discrimination policies for the Company and thereafter maintain in effect an appropriate code of conduct governing appropriate workplace behavior at the Company with such policy to be reviewed and approved annually by the Board of Directors.

5.6 Non-Compete. Other than its investment in the Company, no Holder shall, without the prior consent of all other Holders (which may be granted or withheld in their sole discretion), directly or indirectly through one or more of its Affiliates own, manage, operate, control or participate in the ownership, management, operation or control of any Competitor; provided, that nothing in this Section 5.6 shall prohibit a Holder or any of its Affiliates from: (a) owning, directly or indirectly, any Person that it owns an equity interest in as of the effective date of this Agreement; (b) acquiring or owning, directly or indirectly up to 5% of the aggregate voting securities of any Competitor that is a publicly traded Person; or (c) pursuing or consummating any opportunity with the prior written consent of the other Holders and the Company, which shall not be unreasonably withheld or delayed. For the avoidance of doubt, nothing in this Agreement shall restrict Holders from owning, managing, operating, controlling or participating in the ownership, management, operation or control of a Person that is engaged

in the business of of dental care, dental insurance or goods and services related to or involving dental care or dental insurance.

6. Miscellaneous.

6.1 Successors and Assigns. The rights under this Agreement may be assigned (but only with all related obligations) by a Holder to a transferee of Common Stock that is an Affiliate of a Holder; *provided, however*, that (a) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee and the Common Stock with respect to which such rights are being transferred, and (b) such transferee agrees in a written instrument delivered to the Company to be bound by and subject to the terms and conditions of this Agreement.

6.2 Governing Law. This Agreement shall be governed by the internal law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

6.3 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.4 Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

6.5 Notices.

(a) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as set forth on Schedule A hereto, or to the principal office of the Company and to the attention of the Chief Executive Officer, in the case of the Company, or to such email address or address as subsequently modified by written notice given in accordance with this Section 6.5.

(b) Consent to Electronic Notice. Each Holder consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "DGCL"), as amended or superseded from time to time, by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the electronic mail address as on the books of the Company. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been

revoked until a new or corrected electronic mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each Holder agrees to promptly notify the Company of any change in such stockholder's electronic mail address, and that failure to do so shall not affect the foregoing.

6.6 Amendments and Waivers. Any term of this Agreement may be amended, modified or terminated and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company and all the Holders; *provided* that any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party. Notwithstanding the foregoing, Schedule A hereto may be amended by the Company from time to time to add transferees of any Common Stock in compliance with the terms of this Agreement without the consent of the other parties; and Schedule A hereto may also be amended by the Company after the date of this Agreement without the consent of the other parties to add information regarding any additional Holder who becomes a party to this Agreement in accordance with Section 6.9. The Company shall give prompt notice of any amendment, modification or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, modification, termination, or waiver. Any amendment, modification, termination, or waiver effected in accordance with this section shall be binding on all parties hereto, regardless of whether any such party has consented thereto. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

6.7 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

6.8 Aggregation of Stock. All shares of Common Stock held or acquired by Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such Affiliates may apportion such rights as among themselves in any manner they deem appropriate.

6.9 Additional Holders. Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of the Company's Common Stock after the date hereof, any purchaser of such shares of Common Stock may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement, and thereafter shall be deemed a "Holder" for all purposes hereunder. No action or consent by the Holders shall be required for such joinder to this Agreement by such additional Holder, so long as such additional Holder has agreed in writing to be bound by all of the obligations as an "Holder" hereunder.

6.10 Entire Agreement. This Agreement (including any Schedules and Exhibits hereto) constitutes the full and entire understanding and agreement among the parties with

respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

6.11 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Delaware or the United States District Court for the District of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

6.12 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power, or remedy of such nonbreaching or nondefaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COMPANY:

MODA PARTNERS, INC.

Robert Gootee, Chief Executive Officer

HOLDERS:

DELTA DENTAL OF CALIFORNIA

Anthony S. Barth, Chief Executive Officer

HOLDERS:

MODA HOLDINGS GROUP, LLC

By: Oregon Dental Services, its sole member

Robert Gootee, Chief Executive Officer

SCHEDULE A

Holders

Moda Holdings Group, LLC

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