

POINT32HEALTH WORKFORCE SEVERANCE PLAN
MARCH 15, 2025

PART I – PURPOSE

This Point32Health Workforce Severance Plan (the “Plan”) has been adopted by Point32Health Services, Inc. (“Point32Health” or the “Company”) under the Employee Retirement Income Security Act of 1974 (“ERISA”) as of March 15, 2025 (the “Effective Date”) and will be effective for Covered Terminations (as defined below) occurring on or after March 15, 2025, unless the Plan is terminated earlier in accordance with Part IV of this Plan. This Plan replaces the Point32Health Workforce Severance Plan dated July 1, 2024, which is hereby terminated with the adoption of this Plan which shall serve as a written instrument signed by a duly authorized officer of Point32Health (as described in that plan).

The purpose of the Plan is to provide severance and transition benefits to certain employees and former employees of the Company and other Participating Employers (as defined below). This document shall serve as both the “plan document” and the “summary plan description.”

This Plan, together with the Senior Executive Severance Plan effective as of January 1, 2022, replaces all prior severance plans, programs, guidelines, or practices of the Company or any other Participating Employer.

PART II – DEFINITIONS

“Affiliate” means, other than with respect to a Participating Employer, any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Point32Health, Inc., the indirect parent of the Company.

“Benefits” means, as applicable, the salary continuation pay, unpaid completed performance period bonus, current LTI awards, and the COBRA subsidy, each as described herein.

“Benefit Period” means, for each Employee, the period of time following a Covered Termination during which the Employee is eligible for benefits under this Plan, as determined by paygrade and set forth in Exhibit A.

“Bonus Plan” means the Point32Health, Inc. Short-Term Incentive Plan or the Point32Health, Inc. Long-Term Incentive Plan and collectively “Bonus Plans” means both the Point32Health, Inc. Short-Term Incentive Plan or and the Point32Health, Inc. Long-Term Incentive Plan.

“COBRA” means benefits continuation coverage under Section 601 et seq. of ERISA, as amended from time to time.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Covered Termination” means a Company-initiated dismissal of an Employee solely as the result of a Reduction-In-Force and does not include any (i) voluntary (i.e., Employee-initiated) termination, (ii) retirement, (iii) separation of the Employee from the Company service as part of

a change-in-control of the Company or a sale of any stock or assets of the Company (regardless of the amount of such sale) where, in connection with such change-in-control or sale, the Employee obtains or is offered employment with the buyer of any such stock or assets or with the successor in the event of a change-in-control, without regard to the form of the sale or change-in-control, (iv) any separation of service where, either before or after such separation, the Employee obtains or is offered employment with the Company or any other organization, entity or person in the Group, (v) termination in connection with the Company's decision to Outsource any function or activity, where, either before or after such termination, the Employee obtains or is offered employment with the person or entity to whom or to which the Company has Outsourced any function or activity, or (vi) any termination for performance or for cause.

"Employee" means any individual who, as of immediately prior to the Separation Date, is a regular full-time, regular part-time or limited part-time active employee of a Participating Employer who holds the position of Vice President or below, excluding, without limitation, any employee who is in a limited-duration, grant-funded research position or who primarily provides services directly to Harvard Pilgrim Health Care Institute, LLC. For the avoidance of doubt, if an individual becomes employed by any Affiliate that is not a Participating Employer, such individual will no longer be eligible for this Plan.

"ERISA" has the meaning set forth in Part I.

"Outsource" means, as determined by the Plan Administrator, the transfer, in whole or in part, of any function or activity performed by employees of the Company to any person (including, but not limited to, any former employee of the Company) or entity who or which is not an employee of the Company, regardless of whether the Company continues to supervise or control such function or activity.

"Group" means the Company, each other Participating Employer and the Affiliates, together with any buyers or successors thereto.

"Participant" means an eligible Employee who (i) satisfies all the conditions under the Plan for the receipt of Benefits (including, but not limited to, the timely execution and non-revocation of a general release of all claims against the Group in accordance with Part III) and (ii) actually receives such benefits.

"Participating Employer" means each of the Company, Harvard Pilgrim Health Care, Inc., Tufts Associated Health Maintenance Organization, Inc. and Tufts Health Public Plans, Inc. Except as set forth in the prior sentence, this Plan does not extend to Affiliates who are not specifically identified as Participating Employers.

"Plan Administrator" means the Company.

"Reduction-In-Force" means, as determined by the Plan Administrator, the elimination of a position in a particular job classification or department, in accordance with the Company's guidelines and checklists, as modified by the Company, from time to time, for determining whether a Reduction-In-Force has occurred. A Reduction-In-Force does not include situations where there is a lack of work for an individual Employee but no elimination of a position occurs or where

termination relates in any way to the quality of an Employee's work performance or where the termination occurs in connection with the Company's decision to Outsource any function or activity to any person or entity, where, either before or after such termination, the Employee obtains or is offered employment with the person or entity to whom or to which the Company has Outsourced any function or activity.

“Release Decision Period” means the applicable 21- or 45-day period under the federal Older Workers' Benefit Protection Act relating to period of time afforded an Employee to consider a release of claims prior to executing it, together with the post-signing revocation period, if any.

“Section 409A” means Section 409A of the Code and the regulations and guidance promulgated thereunder.

“Separation Date” means an Employee's last day of active service with the Group.

PART III – ELIGIBILITY

To be eligible to commence and continue to receive Benefits under Part IV as the result of a Covered Termination, an Employee must satisfy all of the following criteria:

1. He or she is an Employee on the Separation Date. An individual transferred to another member of the Group that is not a Participating Employer will cease being eligible for the Plan.
2. His or her termination of employment from the Group occurs solely as a result of a Covered Termination and he or she becomes unemployed as a result of the Covered Termination, subject to all the terms and conditions of the Plan.
3. He or she continues in service with a Participating Employer until the date designated by the Participating Employer as the Separation Date. An Employee who terminates employment with the Participating Employer for any reason before such designated Separation Date is considered to have voluntarily terminated and, therefore, is not eligible to receive any Benefit under this Plan.
4. He or she executes (and does not revoke) such documents as the Plan Administrator may require in such form as are satisfactory to the Plan Administrator and by the deadline specified therein, including, but not limited to, an effective general release of all claims against the Group and a restrictive covenant agreement (which may contain, without limitation, a non-competition, non-solicitation, and /or no hire covenant).
5. He or she complies with the requirements of the restrictive covenant agreement, if any.

PART IV – BENEFITS

An Employee who satisfies the eligibility requirements of Part III shall receive the Benefits set forth in Exhibit A during the period set forth therein.

A Participant's Benefits, if any, as set forth in Exhibit A, shall immediately cease if the Participant obtains employment with the Group or breaches any restrictive covenant agreement with the Group, if any.

Withholding and Offsets – Repayment to the Group

The Benefits will be subject to any legally required or authorized withholdings. The Plan Administrator reserves the right to offset any Benefits by any advance or other monies the Employee owes the Group or by any severance or salary continuation payment available under any separate agreement (including, but not limited to, any employment agreement or change in control agreement or provision in an offer letter or employment agreement) or plan with the Group, that in either case, provides for severance benefits.

Nothing in the Plan shall be construed as limiting the right of the Group to enter into individual written salary continuation agreements with such terms as the Plan Administrator may require.

Benefits Not Assignable

The Benefits are not assignable or subject to alienation since they are not vested and are solely for the support and maintenance of the Employee. Likewise, such Benefits shall not be subject to attachments by creditors or through legal process against the Group, the Plan Administrator or any Employee.

PART V – ADMINISTRATION, CLAIMS AND GENERAL INFORMATION

EIN, Plan Number, Plan Type and Year

This is a welfare plan providing salary continuation. The Plan Year is the calendar year. The Plan Sponsor's employer identification number for tax reporting purposes is 04-2985923. The Plan number is 523.

Funding

The Benefits are paid by each Participating Employer solely out of their general assets, as applicable.

Administration

The Company is the Plan Sponsor, Plan Administrator and named fiduciary under ERISA. The full name, address and telephone number of the Plan Administrator and named fiduciary are as follows: Point32Health Services, 1 Wellness Way, Canton, MA 02021; 617-509-1000. You may contact the Company for more information regardless of whether you are employed by the Company or another Participating Employer.

The general administration of the Plan herein set forth and the responsibility for carrying out its provisions shall be vested in the Plan Administrator. The Plan Administrator shall be the “administrator” within the meaning of Section 3(16) of ERISA and shall have all the responsibilities and duties contained therein. The Plan Administrator shall have such discretionary powers as are necessary to discharge its duties, including, but not limited to, (i) the discretionary interpretation and construction of the Plan; (ii) the discretionary determination of all questions of eligibility, participation and benefits, and all other related or incidental matters; and (iii) such duties and powers of plan administration which are not assumed from time to time by any other appropriate entity, individual or institution. The Plan Administrator’s decision will be final and binding on the Participant and all other interested parties, subject to review or correction only to the extent that such a decision, determination or construction is shown by clear and convincing evidence to be arbitrary and capricious. The Plan Administrator may adopt rules and regulations in its interpretation and implementation of the Plan. The Plan Administrator may require each participant to submit, in such form as the Plan Administrator shall deem reasonable and acceptable, proof of any information that the Plan Administrator finds necessary or desirable for the proper administration of the Plan, including, but not limited to, information relating to the Employee’s employment status, such as income tax returns, W-2 forms, 1099 forms, etc.

Agent for Legal Process

The Plan Administrator’s agent for service of legal process is Chief Legal Officer, Point32Health Services, 1 Wellness Way, Canton, MA 02021; 617-509-1000.

Integration with Other Pay or Benefits

The Benefits provided for in the Plan are the maximum benefits that the Group will pay upon a termination of employment, subject to the following provisions. An Employee will not be eligible to receive any pay or benefits hereunder if he or she becomes eligible for, or receives severance benefits under, any other plan or program of the Group, or has entered into an employment agreement, change in control, severance or similar agreement with the Group that, in any case, provides for severance benefits.

To the extent that any federal, state or local law (to the extent not preempted by ERISA), including, without limitation, so-called “plant closing” laws (e.g., the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq.), requires the Group to make a payment (e.g., payment in lieu of notice) or provide a benefit of any kind to an Employee because of that Employee’s involuntary termination due to a layoff, reduction in force, plant or facility closing, sale of business, or similar event, the salary continuation pay provided under this Plan shall be reduced by an amount equivalent to any money the Employee receives pursuant to, or in satisfaction of, the Group’s obligations under the aforementioned plant closing laws. The Company intends for the benefits provided under this Plan to satisfy any and all statutory obligations or penalties that may arise out of an employee’s involuntary termination due to a layoff, reduction in force, plant or facility closing, sale of business, or similar event, and the Plan Administrator shall so construe and implement the terms of the Plan.

If any federal, state or local law (to the extent not preempted by ERISA), including, without limitation, worker’s compensation laws (and excluding applicable state or federal laws regarding

jury duty or active military service), agreement or offer letter, or any applicable Group policy, benefit or practice, including, without limitation, disability benefits or vacation pay (excluding vacation accrued but unused prior to a Covered Termination), either provides or requires the Group to provide an Employee with income in place of the Employee's salary or vacation pay accruing after the Employee's Separation Date or any other pay or benefits, then the number of weeks of salary continuation pay to which that Employee would have been entitled under the Plan shall be reduced by the number of weeks of such replacement pay or such post-Separation Date vacation pay received by that Employee. Notwithstanding any provision herein to the contrary, ERISA shall preempt any and all state laws relating to the Plan.

Claim Denial Procedure

A claim for benefits under the Plan must be filed with the Plan Administrator no later than 60 days after the Employee's Separation Date. If a claim for benefits under the Plan is denied in whole or in part, the claimant will be notified by the Plan Administrator within 90 days of the date the claim is delivered to the Plan Administrator, unless special circumstances require an extension of time for processing the claim, in which case the claimant will be told of the special circumstances requiring an extension and the date (not to exceed a period of an additional 90 days) by which the Plan expects to render a final decision. The notification will be written in understandable language and will state (i) specific reasons for denial of the claim; (ii) specific references to any Plan provision on which the denial is based; (iii) a description (if appropriate) of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and (iv) an explanation of the Plan's review procedure. A claim that is not acted upon within 90 days may be deemed by the claimant to have been denied.

Review of Claim Denials

Within 60 days after a claim has been denied, or deemed denied, the claimant or his or her authorized representative may make a request for a review by submitting to the Plan Administrator a written statement (i) requesting a review of the denial of the claim; (ii) setting forth all of the grounds upon which the request for review is based and any facts in support thereof; and (iii) setting forth any issue or comments which the claimant deems relevant to the claim. The claimant may review pertinent documents relating to the denial.

The Plan Administrator shall make a decision on review within 60 days after the receipt of the claimant's request for review or receipt of all additional materials reasonably requested by the Plan Administrator from the claimant, unless an extension of time for processing a review is required, in which case the claimant will be notified and a decision will be made within 120 days of receipt of the request for review. The decision will be in writing and in understandable language. The decision of the Plan Administrator on review shall be final and conclusive upon all persons unless it is shown by clear and convincing evidence to be arbitrary and capricious.

The claimant may pursue a grievance in a federal or state court (but the Company may remove any state court action to the federal court) if he or she is improperly denied any right or remedy to which he or she is entitled under the Claim Review Procedure. No legal action may be brought to recover benefits allegedly due under the Plan unless a claimant has exhausted the Claim Review

Procedure set forth herein; and in no event may a claimant commence such a legal action more than one (1) year from the date of the claim denial.

Right to Amend or Terminate the Plan – No Vested Benefits Under the Plan

Point32Health reserves the right to amend or terminate the Plan at any time by a written instrument signed by a duly authorized officer of Point32Health; *provided, however*, that no amendment or termination shall be effective with respect to a Participant who has executed (and not revoked) a general release of claims pursuant to Part III and who is then receiving Benefits hereunder. No vested benefits of any nature are provided under the Plan.

This Point32Health Workforce Severance Plan, executed this 25th day of March, 2025 shall be effective as of the date first listed above.

POINT32HEALTH SERVICES, INC.



By: _____
Name: Peter Church
Title: Chief People Officer

Exhibit A

BENEFITS FOR A COVERED TERMINATION

BENEFIT PERIOD FOR SALARY AND COBRA COVERAGE

Subject to all other provisions of the Plan, Employees will receive Salary Continuation and Subsidized COBRA Coverage (as each is described below) for the following Benefit Period. Employees are not eligible to accrue vacation time or other paid time off during the Benefit Period.

Employees will be eligible for the length of the Benefit Period based on the applicable formula set forth next to their Salary Grade, subject to a minimum and maximum length, as set forth below.

An Employee's year of service is equal to the continuous time period starting on the date on which he or she first met the definition of "Employee" under the Plan (including prior to the Effective Date) and ending on the Separation Date, rounded down to the nearest whole year.

SALARY GRADE	MINIMUM	FORMULA	MAXIMUM
Levels 1-2	8 weeks	2 weeks per year of service	17 weeks
Levels 3-4	8 weeks	2 weeks per year of service	21 weeks
Levels 5-6	13 weeks	2 weeks per year of service	26 weeks
Level 7	17 weeks	4 weeks per year of service	34 weeks
Level 8	26 weeks	4 weeks per year of service	52 weeks

SALARY CONTINUATION

For purposes of determining salary continuation pay under this section, weekly salary shall be calculated based on the Participant's annual base salary as of the date prior to the Separation Date, increased by an amount equal to the Participant's target bonus opportunity under the Point32Health, Inc. Short-Term Incentive Plan in effective on the Separation Date, unless the Participant will receive a payment under Section 8(a) or (b) of such plan for the same performance period (relating to death, disability or retirement), divided by 52.

Salary continuation pay will commence on the day following the Employee's Separation Date; provided, however, that if the Plan Administrator requires the Employee to provide a general release of claims and/or restrictive covenant agreement pursuant to Part III as a condition to receiving Benefits hereunder, payment of the salary continuation pay will begin on the next regular pay date following the Release Decision Period (or if the Release Decision Period spans two calendar years, the next regular pay date in the later calendar year), with such amount retroactive to the Separation Date, and payable only if such release and/or restrictive covenant agreement is signed and not revoked as of such date.

Each salary continuation payment shall be treated as a separate "payment" for purposes of Section 409A. Neither the Plan Administrator nor any Employee shall have the right to accelerate or defer any such payment except to the extent specifically permitted or required by Section 409A. Each payment that, in accordance with the terms set forth above, will be paid within the period of time permitted under Treasury Regulation Section 1.409A-1(b)(4) will be treated as a short-term deferral within the meaning of such Section to the maximum extent possible and, to the extent not treated as a short-term deferral, will be treated to the maximum extent possible as not providing for a deferral of compensation by reason of the application of Treasury Regulation Section 1.409A-1(b)(9)(iii) (relating to separation pay upon an involuntary separation from service).

UNPAID COMPLETED PERFORMANCE YEAR BONUSES

If the Participant is eligible for a bonus under a Bonus Plan from a completed prior performance period that has not been paid as of the Separation Date, the Participant shall remain eligible to receive such bonus notwithstanding the requirement under that plan that a participant be employed on the date of payment but subject to all other terms and conditions of that plan.

CURRENT LTI AWARDS

Subject to a Participant being employed for at least 50% of a performance period, a Participant who was eligible for an award under the Point32Health Inc. Long-Term Incentive Plan immediately prior to the Separation Date and is not eligible to receive a payment under Section 8(a) or (b) of such plan with regard to such award, will remain eligible to receive a pro rata portion of such award, notwithstanding the occurrence of the Covered Termination, subject to all other terms and conditions of such Plan, at the time all other participants will receive payment, and determined based on actual performance goal achievement. The pro rata portion shall be determined based on a fraction, the numerator of which is the Participant's completed whole months of employment with the Company in the eligible position during the performance period to which the award pertains and the denominator of which is the number of months in the award's performance period. For the avoidance of doubt, if a Covered Termination occurs prior to the mid-point of a performance period, no pro rata portion will be payable and the underlying award shall be forfeited in its entirety.

SUBSIDIZED COBRA CONTINUATION

This section is not a "General Notice of COBRA Continuation Coverage Rights" and does not describe all continuation coverage rights upon a "COBRA Qualifying Event." Instead, it is

intended to describe additional benefits upon certain Covered Terminations. Employees will receive additional information regarding full COBRA continuation coverage rights separately.

Any coverage that the Employee and his or her family members have under any Group medical and/or dental plan on the date of the Employee's Covered Termination (which shall be the date of the COBRA qualifying event) shall cease as of the date of the Covered Termination occurs, unless such coverage terminates earlier for a loss of eligibility other than caused by the Covered Termination or the Employee elects COBRA as set forth in the next paragraph.

If the Employee and/or his or her covered family member(s) are entitled to and duly elect(s) continuation coverage under COBRA in a Group medical and/or dental plan, then during the Employee's Benefit Period and while such Employee and/or covered family member(s) remain legally entitled to COBRA, the employee contribution for each such period of coverage shall be the same as that of a similarly situated active employee who made identical coverage elections, plus any reasonable administrative fee. If the Employee and/or his or her covered family members remain(s) legally entitled to further COBRA continuation coverage after the expiration of the Employee's Benefit Period, then for the duration of that legally required COBRA continuation coverage period, the Employee and/or his or her covered family members shall pay the full COBRA applicable premium (including the portion previously paid by the Company plus a reasonable administrative fee) in the time and manner required without any contribution by the Group to that COBRA applicable premium.

Nothing in this Plan shall entitle any Employee and/or his or her family members to any medical and/or dental continuation coverage under COBRA where the Employee and/or his or her family members are not legally entitled to such COBRA continuation coverage, and any COBRA continuation coverage duly elected by the Employee and/or his or her family members shall terminate on the earliest date permitted by COBRA.