

## Summary of Guideline Changes Effective 09.01.24

Previous Version

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IV E. If the resolution of the dispute and reconciliation do not result from mediation, the matter shall then be submitted to an independent and objective arbitrator for binding arbitration, with each party to bear their own costs, attorney's fees, and 50% of the arbitrator's fee, and with the arbitration filing fee to be borne by Impact Health Sharing. Members agree that these methods of dispute resolution shall be the sole remedy for any controversy or claim arising under these Guidelines or against Impact Health Sharing or its agents, employees, and contractors and expressly waive their right to file a lawsuit for such disputes, except to enforce a legally binding arbitration decision.

While these Guidelines are not a contract for insurance, the Guidelines do outline the manner in which voluntary sharing occurs among members under the Impact Sharing Plan. Further, you have authorized Impact Health Sharing to exercise reasonable discretion to administer the Impact Sharing Plan according to these Guidelines.

Any claim or dispute arising out of, or related to, these Guidelines or against Impact Health Sharing or any of its directors, officers, agents, employees or contractors after a member has exhausted his appeals provided for in Section IV(D) shall be directed to mediation in Broward County, Florida before a single mediator selected by Impact Health Sharing's Board of Directors with the costs of such mediation being split equally among the disputing parties.

In the event that such dispute is not resolved within 30 days of such mediation, then such dispute will be finally settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect by a single arbitrator appointed by Impact Health Sharing in accordance with said rules in Broward County, Florida. Except by agreement of the parties, the arbitration hearing shall begin within 90 days of the date that such arbitrator conducts his or her initial hearing in the matter. Further, unless agreed to in writing by the parties, the time allotted for such hearing shall not exceed 5 business days, and the parties shall have an equal time to present evidence at such hearing. The determination of the arbitrator will be final and binding upon the parties to such arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having competent jurisdiction. The costs of arbitration shall be borne equally by all parties involved; provided, however, the arbitrator may assess all costs of such dispute (including reasonable

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attorneys' fees) against one party in the event that the arbitrator determines that such party caused such dispute to be brought to arbitration through his or her bad faith or frivolous action or inaction. Any additional costs that a party may incur during the course of and relating to the arbitration will be borne solely by the party that incurs the same including, without limitation, such party's respective incurred attorneys' fees. Notwithstanding the foregoing, any party may seek injunctive relief with respect to any dispute, claim or controversy arising out of or relating to this Agreement in the courts located in Broward County, Florida and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts for the purpose of this Section IV(E).

**Members agree that these methods of dispute resolution shall be the sole remedy for any dispute, claim or controversy arising out of or relating to these guidelines or against impact HEALTH SHARING or ANY of its DIRECTORS, OFFICERS, Agents, employees, OR contractors, and SUCH members and impact Health Sharing expressly waive their respective rights to file any lawsuit in any civil court against one another (OTHER THAN FOR THE PURPOSE OF SEEKING INJUNCTIVE RELIEF PURSUANT TO the foregoing paragraph) and the right to pursue any class or representative claims against each other in court, arbitration, or any other proceeding, with full knowledge of the consequences of such waiver. THE ARBITRAL TRIBUNAL MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING to the fullest extent allowable by law. IN THE EVENT THAT This PROHIBITION ON CLASS ACTIONS OR CLASS ARBITRATIONS IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS SECTION IV(e) WILL REMAIN IN FULL FORCE AND EFFECT.**

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III.B.

Added:

Note: This may not apply to the Senior program as Impact shares secondary to Medicare, and Medicare may or may not pay for medical treatments outside of the country.