

INDEPENDENT MARKETER AGREEMENT

This agreement ("Agreement") is by and between Affordable Prescription Assistance LLC ("Company") with its primary place of business located at 1100 Park Central BLVD S STE 2500E and SAMPLE COMPANY, ("Marketer"), located/residing at 1234 SAMPLE ADDRESS (Company and Marketer shall collectively be referred to as the "Parties").

- 1. Effective Date.** The effective date of this Agreement shall be the date the last party to this Agreement executes the same.
- 2. Term.** This Agreement shall commence on the Effective Date and shall terminate one year from the Effective Date. This Agreement shall automatically renew, unless terminated in accordance with Section 7 herein below.
- 3. Relationship of Parties.** Marketer is an independent contractor for all purposes and not an employee of the Company. Marketer has full control of its time and the right to exercise independent judgment as to the time, place and manner of performing services, except that it shall conform with all benefit provider guidelines, carrier guidelines, Company's rules and regulations, as well as all federal, state and local laws, rules, regulations and ordinances, wherever applicable. Marketer is not authorized on behalf of Company to: a) incur any liability; b) make, waive, alter, endorse or discharge contracts or any terms thereof; c) bind any application for, or policy of, insurance; d) endorse checks payable to Company; e) deliver any policy; f) extend the time for any payment of monthly premium or rate; g) waive forfeitures; h) name special rates; or 9) bind Company to any contract, in any way.
- 4. Marketer's Duties, Covenants and Obligations.**

 - A. Company authorizes Marketer to solicit, procure, qualify, verify, transmit applications and to perform such other functions as may reasonably be required in order to sell products and services (hereafter "Programs") provided through Company.
 - B. Disclose to Company any known prior or current claims against Marketer's agents' regarding violations of Robo-Dial Laws (as defined herein) at or before the time Marketer requests approval from Company.
 - C. Comply with Exhibit A (Code of Business Conduct) and Exhibit B (Protected Health Information), as well as additional compliance requirements of group health plans (supplied to Company from time to time).
 - D. Immediately accept and fully cooperate with unplanned/unscheduled on-site compliance audit/review on a yearly and as-needed basis for primary business and downline agents/agencies).
 - E. Record and make readily available all sales or enrollment verification records (e.g., verification calls, e-signature records, and the like). Where applicable, Agents must only

use carrier or client approved scripts that have been provided by Company.

F. Accept communication updates from all company email addresses and comply with any/all requests made by Company to resolve regulatory/BBB/attorney/client complaints, to include notification of complaint if first received by Marketer or subcontractors.

G. Comply with all Company's rules and regulations, all federal laws and regulations, and with all laws and regulations of the state in which Marketer or its agents solicit business, including applicable telemarketing rules, laws, and regulations, such as the Telephone Consumer Protection Act (TCPA) (as amended).

H. Marketer nor any person or persons acting on behalf of the Marketer agree not to contact the carrier or benefit provider for any reason.

I. Marketer shall not initiate or participate in any action that would endanger keeping in full force and affect all customers enrolled in any plan offered on behalf of Company. The Parties shall so conduct their actions so as not to adversely affect the good standing, goodwill or reputation of either Company or Marketer. Notwithstanding, incidental contact with a current customer without prior knowledge of such shall not be considered a violation herein.

J. Marketer agrees to maintain all records and books as required by benefit provider guidelines, carrier guidelines, Company policies and procedures, federal, state or local law or regulation; further Company may, from time to time, release training and educational materials related to regulatory compliance.

K. Marketer agrees to comply with all benefit provider guidelines, carrier guidelines, Company policies and procedures, federal, state and/or local laws and/or regulations, and with all published bulletins, e-mails, letters, or any other written communications from any benefit provider, carrier or Company now in force and such as may be hereafter accepted.

L. Marketer agrees to use Company's script and specific disclosure statements, if it requires same, when marketing its products.

M. Company requires that products deemed not to satisfy all requirements of the Patient Provider Affordable Care Act ("PPACA") must be disclosed to the consumer as being non-PPACA conforming and that the Marketer must make certain that the consumer has understood the disclosure and the potential penalties that may carry.

N. Company or the issuing carrier may audit Marketer to assure compliance with any and all regulatory requirements.

O. Unless authorized in writing, Marketer shall not collect any monies due, or to become due.

P. The Marketer shall have no power or authority other than herein expressly granted and no other or greater powers shall be implied from the grant or denial of powers expressly mentioned herein.

Q. Marketer shall Monitor communications and telephone calls of agents and subagents randomly and routinely to ensure compliance of Program representations and disclosures.

R. Marketer shall discipline and if necessary terminate any agent or subagent who is deemed to have deliberately or continually misrepresented Programs.

S. Marketer shall not directly respond to any regulatory inquiry without the review and approval of Company.

T. Marketer shall notify Company immediately in writing if the any licensed agent, employee, associate, officer, director, principal or other representative of its business has been convicted of any felony, misdemeanor or any other lesser crime.

U. Marketer agrees to submit to any and all training determined to be necessary by Company, including but not limited to: (i) initial training upon execution of any Marketer agreement, and I or (ii) any re-training required at the discretion of Company, based upon any determination by Company that said Marketer is in any way failing to accurately represent any Programs sold on behalf of Company in the marketplace, and/or (iii) any re-training required due to Marketer offering any product sold by Company in such a way as to damage Company's goodwill in the market place. The Marketer further agrees to schedule product training relating to any Programs sold on behalf of Company, for all employees, agents, and/or representatives offering any product on behalf of Company in the marketplace. Company reserves the right to audit on site at the premises of the Marketer, at any time and without prior notice, to determine compliance of any and all sales tactics, any and all scripts and/or marketing materials, including but not limited to, all marketing procedures and verification procedures utilized by Marketer and/or any agent, representative, employee and/or any other person acting on behalf of the Marketer.

V. Marketer shall maintain all required licenses in all jurisdictions in which Marketer is conducting business representing Programs provided through Company and shall comply with any and all applicable federal, state, or local laws, rules, regulations or ordinances affecting its operations.

Z. Marketer will not reproduce any software or other material provided by either party to the other. All such material shall be used exclusively in the performance of this Agreement and may not be used or distributed for any other purpose.

5. Marketer's Representations. Marketer represents the following:

A. Marketer is familiar with applicable state and federal laws governing Marketer's industry and business operations, including but not limited to that of the Telephone Consumer Protection Act of 1992, National Do-Not-Call Laws and Registry regulations, and other various "Do-Not-Call List" restrictions (collectively, "Robo-Dial Laws");

B. Marketer is not intending to and will not utilize any robo-dialing methods or pre-recorded messages that would violate any Robo-Dial Laws;

C. Marketer will take all reasonable steps to determine the source of any leads and verify that all communication methods are in compliance with the Robo-Dial Laws, whether done directly by the Marketer or through any third party vendor hired by Marketer; and

D. Marketer alone bears responsibility for ensuring Marketer, Marketer's direct outgoing sales communications, and Marketer's indirect outgoing sales communications (including those through agents, representatives, contractors, downlines, producers, third party cold or warm lead generators, fronters, call transferors, etc.) all act/are done in reasonable compliance with the measures set forth herein and, generally, the Robo-Dial Laws.

E. Marketer's call centers and phone sales will follow all of the guidelines and regulations governing outgoing sales communications. Robocalling is strictly prohibited, which includes the use of automatic telephone dialing systems (whether calls, text or otherwise) and pre-recorded messages. Marketer shall comply with the following, as well as take reasonable steps to ensure the compliance of its agents, producers, downlines, representatives, and contractors:

1. Create and maintain an internal Do Not Call (DNC) list in accordance with Local, State, and National DNC registries, to include the development and implementation of appropriate internal policy and procedures: (a) Manage, update, and maintain the internal Do Not Call list; (b) implement and disseminate internal DNC policy and procedures to all entity staff; (c) obtain certification from each entity supplying leads to verify that supplied leads have been checked against the National and applicable State registries as well as for procedures to avoid violations of the TCPA; (d) ensure purchased or agency-generated leads are not obtained via pre-recorded solicitation calls without the express, written consent of the persons being called, regardless of whether said persons are or are not on the Do Not Call registry; (e) scrub leads if the lead supplier does not certify that they were checked against the National and applicable State registries; and (f) check all supplied/purchased leads against the National, State, Local, and Internal DNC lists prior to distributing list for solicitation.

2. Ensure Marketer's agents, producers, downlines, contractors, and representatives do not place telephone calls to any telephone number on the applicable Internal, Local, State or National DNC registry, outside of exceptions listed in the registries' policies and procedures.

3. Ensure all Marketer's agents, producers, downlines, contractors, and

representatives' staff (including all employees, vendors, and contractors) receive, review, and document receipt of the DNC policy and procedures.

6. Compensation.

A. Marketer shall be paid fees and overrides on sale of Products in accordance with the schedules agreed to between Company and Marketer which are attached hereto as Exhibit "C" and incorporated by reference herein. Marketer shall determine and provide notice to Company itemizing compensation to all Producers and other agents and/or agencies introduced to Company by Marketer who sell plans or programs designed by Company exclusively for Marketer. Producers shall be defined as any and all of Marketer's appropriately licensed employees, brokers or independent agents or agencies who market products obtained through Marketer under a non-circumvent agreement and who are contracted with Company to sell plans or programs at pricing and compensation exclusively designed by Company for Marketer. Company may change compensation plan at anytime by providing written notice fifteen (15) days to Marketer prior to change taking effect. The changes to compensation shall be memorialized in writing and annexed here to as an amended Exhibit "C".

B. Marketing fees and Override fees shall be paid to Marketer on Friday of each week for business written the prior week. A week shall commence on Sunday and end on Saturday.

C. If the carrier, credit card company or bank returns or charges back a membership due or premium charge ("chargeback") or any portion thereof for any reason; the Marketing fees paid on the sale of association memberships shall be deducted from Marketer's Marketing fees paid. Based on returns or chargebacks, Marketer may accrue a debt. Company may offset any debt owed by Marketer to Company against any amount owed by Company to the Marketer.

D. If Company, in its discretion, finds it necessary to respond to any litigation or any dispute with any governmental Agency that arises based on the conduct of the Marketer or any person acting on behalf of the Marketer then Marketer shall be responsible for one hundred percent (100%) of all attorney's fees and costs, as well as any fines assessed against Company. Marketer shall be further responsible for one hundred percent (100%) of all costs and attorney fees relating to any appeal taken from assessment of said fines. Said fines arising from such litigation or dispute with any governmental Agency may be offset by present or residual Marketing fees or commissions paid on sale of association memberships or insurance policies earned (hereafter "Compensation"). If said present or residual Compensation does not totally offset fines assessed against Company due to Marketer's conduct or the conduct of any person acting on behalf of Marketer, then residual Compensation may be applied until such time as all applicable fines for which the Marketer is responsible for are paid in full.

E. To the extent Marketer is terminated for cause, pursuant to the terms of this Agreement as determined in Company's sole discretion, Company shall not be obligated to make

any further payments to Marketer for the renewal of any Programs, policies or products sold by the Company or its agents.

7. Termination/Suspension.

A. Termination for Cause- Company may terminate this Agreement, for cause, at any time and without notice, if Marketer commits acts including, but not limited to one or more of the following:

1. Failing to comply with any of the provisions of this Agreement, or
2. Acts contrary to the law, or commits a felony, act of fraud or willful misconduct in any matter related to this agreement, or
3. Inducing or attempting to induce any employees, agents, or representatives of Company to discontinue their association with Company, or
4. Inducing or attempting to induce any party to relinquish a policy or contract with Company or discrediting Company in any way or
5. Generating escalated member complaints or 3rd party investigations resulting in negative press, business interruption, cease and desist orders, legal action or otherwise, in any way, damaging the goodwill of Company or the reputation of Company Programs or more than two (2) member complaints within a month, or
6. Failing to comply with any benefit provider guidelines, carrier guidelines, Company's rules, regulations or company policies or federal, state or local laws governing the industry or applicable to the terms of this Agreement, or
7. Any violation relating to the replication of Company's website, proprietary software and/or systems, or
8. Failing to represent accurately, to one or more consumers, Company Products or services.
9. Failing to report any regulatory inquiries to Company within 48 hours of receipt.
10. Failing to abide by Federal Communications Commission "FCC" guidelines and requirements including but not limited to refraining from soliciting individuals listed on the FCC call list.

B. Termination Without Cause- The Company shall have the absolute right to terminate this Agreement without cause by providing Marketer with thirty (30) day written notice of termination to the address listed above for Marketer or any other address or email address for Marketer on file with Company.

C. Automatic Termination. This Agreement shall automatically terminate, immediately and without prior notice, upon the occurrence of one or more of the following: (i) the dissolution of the partnership, if the Marketer is a partnership, or (ii) the dissolution of the corporation, if the Marketer is a corporation, or (iii) the sale or merger of the Marketer Company, or (iv) the assignment of this agreement by Marketer without the prior written consent of Company, or (v) the licensed principal terminates his or her relationship with the Marketer, or (vi) one or more of the Marketer's licenses is/are suspended or revoked by any regulatory authority and there is no replacement of a licensed Marketer named within ten (10) days, or (vii) the corporate entity or the Marketer invokes any form of federal bankruptcy jurisdiction or state jurisdiction for receivership, liquidation, or conservatorship.

D. Upon termination of this Agreement, the Marketer shall immediately pay all sums due to Company and shall deliver to Company all rate books; letters, records, supplies, and any such related items connected with Company's business. If this Agreement is terminated for any reason, any monies that are due to the Marketer shall be held by Company for up to 180 days. During that period, Company shall perform a final accounting and reconciliation, including chargebacks and advances if applicable and issue commissions due to Marketer following such review.

E. Company may, for the reasons stated in this Agreement, suspend or terminate this Agreement, temporarily or permanently by revoking the Marketer's authority to represent it, during any reasonable period of investigation to determine whether conditions exist to warrant temporary or permanent termination of residual Marketing fees paid on sale of association memberships for cause. The Marketer shall reasonably cooperate with Company in any such investigation, to include producing necessary documents and providing any other information requested.

F. In the event Marketer becomes the subject of a regulatory or other legal investigation or allegation related to the actions of Marketer or any agent or representative of Marketer, Company has the right to suspend Marketer until such time as the issues are resolved or a final determination rendered. Suspension can include suspension of Marketer's right to sell in one or more states during the suspension period.

8. Insurance/License. The Marketer shall maintain all necessary licenses and errors and omissions insurance coverage to perform Program sales and marketing duties. Marketer will be responsible for all costs associated with obtaining and maintaining all license(s) and insurance(s) in good standing. Marketer shall utilize a top-rated insurance carrier, obtain occurrence coverage of \$1,000,000 or more per single occurrence/\$2,000,000 or total coverage, and expressly state coverage such that coverage includes damages/losses by Company. Marketer

shall maintain such coverage at all times during the effective period of this Agreement, and provide the certificate showing coverage to Company upon receipt, upon each renewal/change thereafter, and upon demand by Company.

9. Assignment. The Marketer may not assign this Agreement compensation due under this Agreement without the prior written consent of Company. Company may assign this Agreement at will, without the consent of the Marketer.

10. Indebtedness. Any debt the Marketer owes to Company shall be payable at Company's home office. Company may offset against any claim by the Marketer for compensation hereunder any debt to Company then due or that may thereafter become due from the Marketer, whether arising hereunder or otherwise, and such debt shall be a first lien on any such compensation. Company shall have the right, at its discretion, to charge interest on any indebtedness due it by the Marketer. Interest shall be calculated from the time said indebtedness was incurred, at per annum rate equal to the prime commercial rate as charged by Fifth Third Bank (or its successor) from time to time; provided, however, that such rate shall not exceed the rate permitted to be charged by law. Company shall have the right to determine to which indebtedness any payment made by the Marketer, whether offset or otherwise, shall be applied. The Marketer shall pay all costs and expenses, including collection fees and/or reasonable attorney's fees incurred by Company in the collection of indebtedness hereunder.

11. Indemnification.

A. Marketer shall indemnify, defend, and hold harmless Company, its affiliates, officers, directors, members, shareholders, insurers, employees and parent corporations, from and against any and all third-party claims, suits, liabilities, losses, and damages of whatever nature, (including all reasonable costs, expenses and attorneys' fees) arising from or in connection with (a) in any way failing to accurately represent any product sold on behalf of Company in the marketplace (b) any intentional and/or unintentional misrepresentation by Marketer regarding a Company product/service that is the cause of such claim, (c) any unauthorized transaction, (d) any violations of Robo-Dial Laws and/or (e) Marketer's breach of the terms and conditions of this Agreement, including prohibited marketing activities.

12. Confidential Information.

Confidential Information includes all individually identifiable health information and other information about a person that a person provides to obtain coverage; results from a client transaction; is otherwise obtained in connection with providing coverage (i.e. identities, names, addresses and ages of policyholders; types of policies; amounts of rates, policy renewals dates; client listings, claim information; any policyholder information subject to any privacy law; information identified as confidential); all business plans or processes utilized by Company; any and all customer and Agents of record lists utilized by Company; any and all products and/or benefits developed or sold by Company and any and all intellectual property utilized by Company, including but not limited to copyrightable material, computer software, trademark

related materials such as names, logos, color schemes, trade dress related materials, or patentable processes or materials.

The Parties agree that they shall not use the other party's Confidential Information only for the purpose for which it was disclosed and only to carry out the provisions of this Agreement; not disclose the other party's Confidential Information to third parties unless necessary to meet its obligations under this Agreement, and then only to a third party similarly bound by the same privacy standards and agreements; Continue to treat the other party's Confidential Information in this manner even after termination of this Agreement; comply with all applicable privacy laws and regulations; and comply with all benefit providers', insurance carriers' and the Party's policies and procedures regarding Confidential Information.

The Parties further agrees that they have furnished and are furnishing certain Confidential Information and Trade Secret Information to each other. The term "Confidential Information" shall mean all information that the Parties have furnished to each other or are furnishing to each other. The term "Trade Secret Information" shall mean all information owned or claimed to be owned by the Parties, including but not limited to customer information, marketing information, formula, pattern, compilation, program, device, method, technique, or process that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Parties' Confidential Information and Trade Secret Information includes a description of the unique manner in which each party performs its business operations and may also consist of and is not limited to, computer software, customer and member lists and agreements, provider lists and agreements, benefit provider lists and agreements, agent, agency and/or Marketer lists, employee lists, marketing strategies, access and referral agreements, internal payment processing and administrative procedures and demographic and other data related to the business of the Parties.

The Parties agree that they shall keep the Confidential Information and Trade Secret Information private and that the Confidential Information and Trade Secret Information shall not, without the prior written consent of the Parties, be disclosed by the Parties or by its officers, directors, shareholders, partners, employees, affiliates, agents, investors, consultants, contractors or representatives (collectively "Representatives") in any manner whatsoever, in whole or in part, and shall not be used by the Parties or by their Representatives. Moreover, the Parties agree to transmit the Confidential Information and Trade Secret Information only to such of its representatives who in writing agree to be bound by the terms hereof as if a party hereto. In any event, the Marketer shall be fully liable for any breach of this Agreement by it or its Representatives and agrees, at its sole expense, to take all reasonable measures (including, but not limited to, court proceedings) to restrain its representatives, agents and/or employees from prohibited or unauthorized disclosure or use of the Confidential Information and Trade Secret Information originating from Company.

The Marketer agrees that neither it nor its Representatives shall use the Confidential Information and Trade Secret Information provided by Company to develop any product or service, which is the same as or similar to any product or service sold on behalf of Company. The Marketer understands and agrees that any payment mechanism, any version of the administrative system utilized by Company is unique and agrees that it shall not develop for its own use, nor divulge in any manner whatsoever the methods the Company utilizes to anyone other than the Marketer.

Marketer understands and agrees that the relationships between Company, its customers, benefit providers, carriers, agencies and/or agents (collectively "Relationships") are unique, and agrees to not contact those Relationships for commercial purposes other than on behalf of Company for the entire term of this Agreement and for a period of twenty-four months upon termination of this Agreement. The above notwithstanding, nothing in this Section prohibits Marketer from marketing or distributing products or services, including competing and/or selling similar products and services from or with entities who are not Company Relationships and/or through Marketer's Producers and/or any other individual or entity who sells products and/or services of Company who as a result Marketer is entitled to receive compensation from under the terms of this Agreement. Furthermore, incidental contact with a current customer without prior knowledge of such shall not be considered a violation herein.

Marketer further agrees that if Marketer violates this Paragraph, then Company has no remedy at law and may pursue its equitable remedies including specific performance, injunctions and restraining orders in any court of competent jurisdiction.

13. Non-Solicitation. During the term of this Agreement and for five (5) years after termination of the Agreement, Marketer shall not induce or attempt to induce any benefit providers, carriers, customers, employees, licensed agents, representatives, agencies of record and/or any agents of record to discontinue their association with Company.

14. Marketing. The Marketer shall not publish or disseminate any type of solicitations, scripts, forms, advertisements or material in any media concerning Company and the Company Plan or any of its contracted benefit providers, carriers and/or any other companies without the prior written consent of the both the benefit provider, carrier and/or Company. Marketer shall in no way replicate Company's websites without Company's express written permission.

15. Consent to Communications. By providing a mobile phone number in this Agreement and accepting its terms, Contractor expressly consents to receive recurring text messages (SMS/MMS) from Affordable Prescription Assistance LLC and its representatives at the mobile number provided, including messages regarding training, commission and bonus announcements, program updates, promotional offers, and other communications related to Contractor's work with the Company.

Contractor understands that:

- Consent is not a condition of any agreement with the Company.
- Message and data rates may apply.
- Message frequency varies.
- Contractor may opt out at any time by replying STOP to any text message, or reply HELP for assistance.
- Contractor agrees to the Company's Privacy Policy and Terms of Service available at www.affordableprescriptionassistance.com

16. General Terms and Conditions.

A. This Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. The Parties agree and acknowledge that in the negotiating and executing of this Agreement and in the performance of this Agreement, they are purposefully availing themselves of the benefits and laws of the state of Florida as to any dispute arising out of or related to the inception or performance of this Agreement. The Parties hereby waive their right to contest the exercise of personal jurisdiction over them in the State of Florida. The Parties further agree that venue shall lie in Broward County, Florida. Company may pursue its equitable remedies, including specific performance, injunctions and restraining orders in any court of competent jurisdiction.

B. No waiver or modification of this Agreement shall be effective unless in writing, expressing by its terms an intention to modify this Agreement, and signed by duly authorized representatives of all parties hereto. The forbearance or neglect of Company to insist upon strict compliance by the Marketer with any of the provisions of this Agreement whether continuing or not, shall not be construed as a waiver of any of Company's rights or privileges hereunder. No waiver of any right or privilege arising from any default or failure of performance by the Marketer shall affect Company's rights or privileges in the event of a further default or failure of performance.

C. The Marketer shall document and report within 48 hours of occurrence any and all regulatory complaints relating to Company, any benefit provider and/or any carrier and shall provide, in advance of filing said response with the regulatory authority, any response thereto for Company's approval. The Parties agree to cooperate fully with each other in the investigation and resolution of said complaints.

D. In the event that any paragraph, subparagraph or provision of this Agreement shall be determined to be contrary to governing law or otherwise unenforceable, all remaining portions of this Agreement shall be enforced to the maximum extent permitted by law.

E. This Agreement and the Schedules, Attachments or Addendums thereof, represent the complete agreement of the parties concerning the subject matter hereof, and all prior or contemporaneous negotiations, promises or agreements are merged herewith.

F. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

G. The captions and headings of paragraphs and subparagraphs are inserted for convenience of reference only and are not a part hereof and shall not affect the construction or interpretation of any provision herein this Agreement.

H. This Agreement may be executed simultaneously in several counterparts, each of which shall be original, and all of which shall constitute but one and the same instrument. A facsimile signature shall be considered the same as an original signature.

I. Whenever required for proper interpretation of this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

J. The Parties hereto each acknowledge that each has contributed substantially and materially to the negotiation and preparation of this Agreement and have been represented by counsel throughout the negotiation and preparation of this Agreement. As such, this Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that it may have been prepared by counsel to one of the Parties. The Parties agree and direct that the rule of contract construction providing that ambiguous contract terms should be interpreted against the drafting party shall neither apply nor be applied to this Agreement.

K. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT. EACH PARTY CERTIFIES THAT NO OTHER PARTY, OR ANY OF ITS REPRESENTATIVES, AGENTS, OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF ANY SUCH SUIT, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

L. The Parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all further documents, and take all acts or cause such acts to be taken, as shall be reasonably necessary or convenient to carry out the provisions of this Agreement.

M. This Agreement and any of the covenants, conditions and representations contained herein, may not be waived, changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change is sought.

COMPANY

Signature COMPANY SIGNATURE

MARKETER

Signature SAMPLE SIGNATURE

Name: SAMPLE

Title: OWNER

Date: SAMPLE DATE

Name: SAMPLE NAME

Title: SAMPLE TITLE

Date: SAMPLE DATE

EXHIBIT “A”- Code of Business Conduct

Company values its partnerships. Acting with integrity reflects positively on the values and reputation and is fundamental to Company and its brands. We all must follow the law, act with integrity and honesty in all matters, as well as be accountable for our actions.

- I will always deal fairly, treating everyone with honesty and respect.
- I will not engage in unfair, deceptive, or misleading practices.
- I will conduct all business, including representing the Company products with honesty, fairness integrity.
- I will not offer, promise, or provide anything in exchange for any inappropriate advantage for myself or the Company.
- I will not disclose nonpublic information to anyone outside the Company, including family and friends, except when disclosure is required for business purposes. Even then, take appropriate steps, such as the execution of a confidentiality agreement, to prevent misuse of the information.
- I will use all reasonable and appropriate efforts to cause the entry of correct information when enrolling, including not conducting an enrollment where there is justified suspicion of being provided false information.

- I will do the best of my ability to assist the member/potential client in selecting the product(s) that are most appropriate to the client's needs.
- All sales materials will be based on principals of fair business practices, good faith, and factually sound.
- I will refrain from inappropriate, disparaging allegations about any competitor and their products. Comments regarding competition will be based on factual knowledge and fair comparison of features and benefits.

EXHIBIT “B”- PROTECTED HEALTH INFORMATION

Pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and any amendments thereto (“HIPAA”), the HIPAA Security and Privacy rule, 45 CFR Parts 160 and 164, and any changes thereto (hereinafter the “HIPAA Security and Privacy Rule”), as well as other applicable federal and state privacy and confidentiality rules, You, as Marketer, understand that the Independent Marketer Agreement between Marketer and Company (the “Agreement”) administered by Affordable Benefit Choices LLC address Your obligations under the HIPAA Security and Privacy Rule.

I. GENERAL TERMS AND CONDITIONS

a. All terms used in this Exhibit B shall have the meanings outlined in the HIPAA Security and Privacy Rule unless otherwise defined herein or in the Agreement.

b. You agree to establish and implement appropriate safeguards (including specific administrative requirements) for “Protected Health Information” (“PHI”) as defined by HIPAA in any form or medium, including electronic, You may create, receive, maintain, transmit, use, or disclose in connection with specific functions, activities, or services (collectively “services”) to be provided by You on behalf of Company.

c. Where provisions of this Exhibit B are different from those mandated by the HIPAA Security and Privacy Rule but are nonetheless permitted by the Rule, the provisions of this Exhibit B shall control.

d. Nothing express or implied in this Exhibit B is intended to confer, nor shall anything herein confer, upon any person other than the You and your respective successors or assigns any rights remedies, obligations, or liabilities whatsoever.

II. USE AND DISCLOSURE OF PHI

a. Treatment, Payment, and Operations (“TPO”): You agree to create, receive, maintain, transmit, use, or disclose PHI only in a manner that is consistent with this Exhibit B and the HIPAA Security and Privacy Rule and exclusively in connection with providing the services to or on behalf of Company, identified in the Agreement and amendments thereto.

b. Minimum Necessary and Limited Data Set: Your use, disclosure, or request of PHI shall utilize a Limited Data Set as described in 45 CFR 164.514(e)(i) to the extent practicable. In performing this Exhibit B and the Agreement, You shall use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure, or request.

c. Other Permissible Uses and Disclosures: As permitted by 45 CFR §164.504(e)(4), You also may use or disclose PHI You receive in Your capacity as a Marketer only if:

i. The use relates to (1) the proper management and administration of You or to carry out legal responsibilities of You, or (2) data aggregation services relating to the health care operations of Company; or

ii. The disclosure of PHI received in such capacity may be made in connection with a function, responsibility or service identified above in (i)(1), and such disclosure is (1) required by law, or (2) You obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidential, and the person agrees to notify You of any breaches of confidentiality.

III. OBLIGATIONS AND ACTIVITIES OF YOU

a. You acknowledge that you are required by law to comply with sections 164.308, 164.310, 164.312 and 164.316 of the HIPAA Security Rule, and all additional security requirements of the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), that are applicable to Covered Entities. You further acknowledge that You are required by law to comply with the use and disclosure requirements of section 162.504(e) of the HIPAA Privacy Rule and all other privacy requirements of Subtitle D of the HITECH Act that apply to Covered Entities. HIPAA compliance requirements include, but are not limited to:

i. Subcontractors: You represent that (i) any disclosure You make will be permitted or required under applicable laws, and (ii) that You will obtain reasonable written assurances from any person or entity to whom You disclose the PHI that the PHI will be held confidentially and used or further disclosed only as required and permitted under the HIPAA Security and Privacy Rule and other applicable laws, and (iii) any such person or entity agrees to be governed by the same restrictions and conditions contained in this Exhibit B, and will notify You of any breaches of confidentiality of the PHI.

ii. Permissible Disclosures: Except as otherwise limited in this Exhibit B, You may disclose PHI to Company, to perform duties specifically authorized under the Agreement.

iii. Safeguards: (i) You shall maintain safeguards as necessary to ensure that PHI is not used or disclosed except as provided for by this Exhibit B. (ii) You shall implement administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity, and availability of PHI that You create, receive, maintain or transmit on behalf of Company, as required by the HIPAA Security and Privacy Rule.

iv. Impermissible Use and Disclosure: You shall report to Company, within ten calendar days of knowledge of any use or disclosure of PHI that violates this Exhibit B and not permitted under the HIPAA Security and Privacy Rule.

v. Accounting of Disclosures: You shall respond to Company, within ten calendar days of receipt of a request for information that would be necessary for an accounting of disclosures of PHI as provided for in CFR §164.528 of the HIPAA Security and Privacy Rule. Such accounting shall include but not be limited to: the date of the disclosure, the name and, if known, the address of the recipient of the PHI, the name of the individual who is the subject of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Upon Company, instruction, You shall include disclosures made on or after the date that is up to 6 years before the request. You shall not be required to maintain a record of disclosures of PHI: (a) made for the purpose of Treatment, Payment or Healthcare Operations, (b) made to an individual who is the subject of the PHI, or (c) made under an authorization that is valid under HIPAA.

vi. Access to PHI: You shall report to Company, a request from an individual for access to PHI provided for in 45 CFR § 164.524 within ten calendar days of receipt of a request for access to PHI. You shall not respond to the individual requesting access to PHI without the written authorization of Marketer and Company.

vii. Amendment of PHI: You shall report to Company, within ten calendar days of receipt of a request for an amendment to PHI. You shall not alter or amend PHI You receive from Company, without the specific written authorization of Company, as applicable, as provided for in CFR § 164.526 of the HIPAA Privacy Rule.

viii. Requests for Restrictions. If an individual submits a request for restriction or request for confidential communications as provided for in 45 CFR § 164.522 to You, then You shall report such request to Company, within five business days of receipt. You shall not respond to such requests without the written authorization of Company.

ix. Disclosures Required by Law: You may disclose PHI to report violations of law to appropriate Federal or State authorities, consistent with CFR §164.502.

x. Access to Secretary of Health and Human Services (“HHS”): You shall make available to Company, HHS, or its agents, Your internal practices, books, and records relating to the use and disclosure of PHI as required in CFR §164.504 of the HIPAA Security and Privacy Rule.

xi. You shall cooperate with Company, to comply with the HIPAA Security and Privacy Rule.

xii. You, Your agents, and subcontractors shall comply with applicable requirements of Standards for Electronic Transactions (45 CFR §§160 and 162).

xiii. Of the transactions that You perform in the role of Marketer, You, Your agents, and subcontractors shall do the following: be prepared to transmit and accept transactions electronically in the Standard Format Identified in 45 CFR §§162.1101 through 162.1802; adapt implementation plans and standards under applicable Implementation Guides; implement contingencies for non-compliant transactions as necessary to facilitate timely acceptance and payment of claims, particularly in light of state claim payment laws; and to the extent practicable, communicate with those providers, agents, or subcontractors who are submitting or receiving transactions electronically to facilitate compliant transactions.

xiv. You understand and agree that from time-to-time the Department of Health and Human Services might modify the standard transactions now identified in 45 CFR §§162.1101 through 162.1802. You, Your agents, and subcontractors agree to abide by any changes to such standard transactions that apply to services supplied by You in connection with the referenced Agreement.

xv. You shall implement administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of electronic PHI (“ePHI”) that You create, maintain, or transmit on behalf of Marketer and Company, as required by 45 CFR §164.314.

xvi. You shall ensure that any agent, including a subcontractor, to whom You provide such information agrees to implement reasonable and appropriate safeguards to protect it.

xvii. Security Incidents. You shall report to Company, any security incident, as defined in 45 CFR § 164.304, of which You becomes aware within ten calendar days of knowledge of such incident.

xviii. Breaches. Under 45 CFR § 164.410, in the event of a breach by You of unsecured PHI, as the terms “breach” and “unsecured PHI” are defined in 45 CFR § 164.402, You shall report such breach to Marketer and Company, within ten calendar days of knowledge of such breach. Your report shall include the identity of each individual whose PHI has been breached, such individual’s contact information, the information breached, the nature/cause of the breach including the recipient of the PHI, the date or period of time during which the breach occurred, any corrective action taken to limit or further mitigate the current breach and future breaches and any other information required to allow Company, to provide a notification of breach consistent with 45 CFR § 164.404. You are responsible for any and all costs related to the notification of individuals or next of kin (if the individual is deceased) of any security or privacy breach reported by You to Company.

IV. OBLIGATIONS OF COMPANY

a. Company shall provide You with any changes in, or revocation of, or authorization by Individual to use or disclose PHI, if such changes affect Your permitted or required uses and disclosures.

b. Company shall notify You of any restriction to the use or disclosure of PHI that Company has agreed to in accordance with 45 CFR §164.522.

V. TERMINATION

a. This Exhibit B may be terminated by the termination rights outlined in the Agreement.

b. Termination not feasible: If termination of this Exhibit B would cause irreparable business interruption or harm to customers of Company, or is otherwise not possible, the parties shall make all efforts reasonable to cure the breach or mitigate damage caused by such breach. If this occurs and this Exhibit B is not terminated, Company may report the situation to the Secretary of Health and Human Services.

c. Return or Destruction of PHI: Upon the termination or expiration of the Agreement or this Exhibit B, You agree to return the PHI to Company, destroy the PHI (and retain no copies), or further protect the PHI if You determine that return or destruction is not feasible. If return or destruction of PHI is infeasible, You shall extend the protections of this Exhibit B to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as You maintain such PHI.

EXHIBIT “C”-COMPENSATION SCHEDULES

Product Commission- As listed in Enrollment123 which can be changed by Company in its sole discretion at any time.

Enrollment Commission- As listed in Enrollment123 which can be changed by Company in its sole discretion at any time.