

INDEPENDENT INSURANCE AGENT AGREEMENT

This Agent Agreement (“Agreement”) is made as of _____, (the “Effective Date”) by and between America’s Benefits Consortium, (Dba, Ascend Health), a Nevada Company (“ABC”), and _____, an appointed Independent Insurance Agent (“IIA”), having his or her principal place of business as indicated in Schedule A, (each of ABC and IIA is hereinafter “Party” and collectively, the “Parties”). Whereas the Parties desire to establish certain terms and conditions under which ABC will create and market health insurance solutions specializing in individual health management (“Services”). ABC desires to engage IIA to promote the sale and use of the Services; and whereas ABC desires to pay commissions to IIA based on ABC’s revenue derived from the sale of Services.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Appointment. ABC hereby appoints IIA for promoting the sale of the Services of ABC healthcare plans within the SOS agent distribution relationship. IIA shall have the authority to procure prospects and Clients for the purposes as set forth in this Agreement.

1. TERMS & DEFINITIONS:

- 1.1. Client: an end-user of Services under contract with ABC.
- 1.2. Client Data: all required information pertaining to a Client as defined in web-based Software as a Service (SaaS) created and maintained by ABC.
- 1.3. Commission Modeling: the method by which ABC, and IIA or a Producer agree to calculate commission due in regard to a Client.
- 1.4. Producer Agreement: the agreement between ABC and IIA regarding Commission Modeling, setting forth the details for each Client procured by or through IIA.
- 1.5. Good Standing: a customer who timely pays all premiums and is compliant with all legal terms and conditions.
- 1.6. PEPM: Per Employee Per Month charge; the monthly Commission amount that ABC charges a Client for each employee participating in the Services.
- 1.7. Producer(s): Agent(s) referred to ABC by IIA to sell ABC Services.

2. PRODUCTS:

- 2.1. Product. ABC shall provide IIA sales support, marketing support, and proposal development for quotes for the sale of the Services consistent with ABC established protocols as specified in Schedule A of this Agreement.
- 2.2. Service. IIA will provide prompt and direct communication to ABC regarding lead generation and business development, assign prospects to IIA, maintain current status of a prospect for tracking and Commission Modeling. IIA will have full access and transparency to IIA’s and IIA’s Producers’ accounts, commissions and accounting through ABC’s. Once a prospect has been identified and authorized by ABC to be assigned to IIA, ABC and IIA will work together to secure the prospect as a Client. ABC shall provide IIA with such information and promotional materials as ABC determines to be reasonably required for the sale and promotion of the Services. ABC shall also use its best efforts to comply with any reasonable requests for sales assistance or technical support made by IIA. ABC will provide collateral information to IIA and make available training and education.

2.3. Changes to Monthly Charges. Commissions are conditional upon IIA’s and/or Producer’s continued compliance with its obligations hereunder and, with thirty (30) days prior written notice, may be modified by addendum on a per case basis as approved by ABC. However, no change in PEPM pricing shall be deemed retroactive so as to negatively impact commissions already earned by IIA or IIA’s Producer.

3. IIA’S GENERAL RESPONSIBILITIES:

3.1. General IIA Obligations. In addition to any other obligations of IIA set forth hereunder, IIA will, at its expense: (i) provide to ABC complete and accurate information, documentation, materials, plans and any business conditions relating to Client’s circumstances that may, in ABC’s sole judgment and opinion, affect ABC’s ability to affect the function or quality of the Services; and (ii) provide ABC access to Client Data. An IIA or IIA Producer is responsible to procure new Clients, provide service to Clients and renew existing business. The IIA calls on potential Clients, develops ideas for meeting prospects needs, presents information about ABC capabilities and introduces the appropriate resources, as required, to obtain the prospects business. The actual sales Producer is the Producer who makes the sale to the prospect, or successor thereto.

3.2. Authorization. IIA shall have the power and authority to represent ABC within the individual or group marketplace to sell ABC’s healthcare plans & services. Upon signing the Individual Producer Agreements with ABC, IIA will be subject to all applicable terms, and comply with all conditions of the Producer Agreement. In addition, a) all new Producer Agreements are subject to acceptance by ABC at its sole and independent discretion, b) ABC reserves the exclusive right to discontinue servicing any Producer with whom it is dissatisfied, c) all Producers and their customers are the property of IIA, and d) all Commissions will be paid by Align Health, ABC’s third party intergrator, to IIA directly. IIA Agreement will be added as a number addendum to Schedule A to the SOS GA Agreement (“Addendum”).

3.3. Cooperation with ABC. IIA agrees to work with ABC to provide ABC with all requestd information necessary to maintain the IIA relationship. Accordingly, in order to maintain a level of high quality Producer information, IIA shall: (i) maintain financial, accounting, business, technical, and information security policies consistent with the requirement of this Agreement and ABC protocols as specified in Schedule A of this Agreement; (ii) make sound decisions in its sales, operational and financial planning processes to reflect well on ABC. Any changes required to be made to ABC protocols to facilitate bringing on a new Client will be specified in the Addendum or will otherwise remain unchanged for a new Client.

3.4. Cooperation with Clients. IIA agrees to work with ABC and obtain, in writing, the necessary consent from Clients to provide ABC with all Client information necessary to maintain IIA and IIA Producer Client relationships. IIA acknowledges and agrees that IIA is ultimately responsible for ensuring the quality and type of Client information provided to ABC. Accordingly, in order to maintain a level of high



quality Client information, IIA shall: (i) maintain financial, accounting, business, technical, and information security policies for Clients consistent with the requirement of this Agreement and ABC protocols as specified in Schedule A of this Agreement and Addendums; develop and maintain IIA's systems to accommodate the obligations specified in subsection (i); (iii) IIA will work from and through ABC's CRM to manage all Client information and opportunities and (iv) make sound decisions in its sales, operational and financial planning processes.

4. PAYMENTS:

4.1 Commissions. For so long as a Client is in Good Standing with ABC, the IIA will receive commissions for Clients procured by IIA and IIA Producers ("Commissions"). ABC will pay Commissions to IIA as provided in Schedule A and any Addendum, which is attached hereto and incorporated herein by this reference.

The obligation of ABC to pay Commissions to IIA pursuant to this Agreement shall survive the sale of ABC (including the sale of substantially all of ABC's assets) and shall be binding upon the successors, transferees and assigns of ABC. IIA is fully vested in all accounts and Commissions created by IIA and all of IIA's Producers from the Client effective date for as long as the Client is in Good Standing with ABC.

4.2. Taxes. IIA shall bear all taxes, duties, levies, tariffs and other similar charges (and any related interest and penalties), imposed on IIA as a result of Commissions paid under this Agreement, including any applicable sales, use excise, value-added, consumption, gross receipts, services, withholding, personal property or other taxes attributable to periods on or after the Effective Date that are the responsibility of the IIA.

IIA is not liable for any and all taxes that are the responsibility of ABC. IIA shall indemnify and hold harmless ABC from any government for tax obligations assumed by IIA.

4.3. Audit Rights. Either party (in such case the "Auditing Party") shall have the right to conduct, solely at its expense and no more than once per calendar year, an audit of the books and records of the other party (the "Audited Party") for purposes of confirming the Audited Party's compliance with the terms and conditions of this Agreement. The audit shall be conducted by an independent accounting firm, in accordance with generally accepted auditing standards, during regular business hours, upon at least thirty (30) business days' prior written notice. Audits shall be for the sole purpose of determining whether amounts payable hereunder have been properly calculated and paid. In the event that such an audit reveals any underpayment to the Auditing Party, the Audited Party shall immediately pay the Auditing Party all underpaid amounts. In the event that such an audit reveals any overpayment to the Auditing Party, the Auditing Party shall immediately reimburse all overpaid amounts to the Audited Party. The right to conduct an audit under this provision shall also apply to the relationship between IIA and IIA's Producers.

5. CONFIDENTIALITY:

The parties acknowledge that in providing the Services, IIA may directly or indirectly gain access to information about the ABC personnel, customers, products, services, means and methods of conducting business, marketing, finances, and customer and vendor lists, and such other documents that ABC marks or represents as "Confidential" or "Proprietary" (collectively, the "Confidential Information"). All right, title and interest in and to the Confidential Information shall remain the exclusive property of ABC and the Confidential Information shall be held in trust and confidence by IIA. No interest, license or any right respecting the Confidential Information, other than expressly set forth herein, is granted under this Agreement by implication or otherwise.

IIA shall use all reasonable efforts to protect the Confidential Information and keep it confidential. Agent shall not directly or indirectly disclose, allow access to, transmit or transfer the Confidential Information to a third party without ABC's prior written consent, nor shall IIA use the Confidential Information in any manner to the detriment of ABC or for the benefit of ABC's competitors. IIA shall use and disclose the Confidential Information only to those persons on a "need to know basis" for the provision of the Services.

Confidential Information shall not be copied, reproduced in any form or stored in a retrieval system or database by IIA without the prior written consent of ABC. IIA shall not modify or otherwise tamper with any Confidential Information unless necessary for the provision of the Services. IIA shall, upon request of Company, immediately return the Confidential Information and all copies thereof in any form whatsoever under the power or control of IIA, and delete the Confidential Information from all retrieval systems and databases or destroy same as directed by ABC.

Except to the extent otherwise required by applicable law, the Parties' obligations hereunder do not apply to information that: (i) is or becomes generally available to the public other than as a result of disclosure by the receiving Party; (ii) was known to the receiving Party or had been possessed by the receiving Party prior to discussions between the Parties; (iii) IIA and ABC mutually agree in writing from time to time to disclose; or (iv) is independently developed by the receiving Party without reference to the Confidential Information of the disclosing Party. Each Party shall exercise at least that level of care to protect the other's Confidential Information as it exercises to protect its own confidential information, but in no event less than reasonable care. Each Party may retain, subject to the terms of this Agreement, copies of the other Party's Confidential Information required for compliance with applicable professional standards. If either Party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other Party's Confidential Information, such Party shall provide notice to the other Party of such demand as soon as reasonably possible. Each Party's Confidential Information is and shall remain the sole and exclusive property of such Party, notwithstanding any disclosure made to the other Party during the term of this Agreement. Notwithstanding the foregoing, ABC shall have the right to disclose IIA's Confidential Information to any of ABC's contractors, subcontractors, agents and/or other third parties supplying products, services or systems in support of ABC's obligations under this Agreement, provided that ABC shall require any such parties to execute a nondisclosure agreement with terms substantially similar to those contained in this Agreement. Neither party shall be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

6. TERM & TERMINATION:

6.1. Term. Unless terminated earlier in accordance with this Section 6, the term of this Agreement shall commence on the Effective Date and continue thereafter until terminated or expired.

6.2. Termination. At any time, IIA may terminate this Agreement by providing ABC at least ninety (90) days prior written notice. Each Party may terminate this Agreement immediately, upon written notice, if the other Party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice from the non-breaching Party describing such breach.

6.3. Liability after Termination. Following the termination of the appointment of IIA or IIA's Producer(s) ABC shall continue to be



obligated to pay the entire amount of Commissions due IIA on: (i) signed Client agreements procured by IIA and IIA's Producer(s) and accepted by ABC before the effective time of termination and (ii) signed agreements with Clients for whom IIA and his Producer(s) has rights to Commissions; and transactions initiated by Clients using the referral code of a Producer. The obligation of ABC to pay Commissions earned after the effective date of termination shall be subject to all of the terms and conditions of this Agreement. Upon a Producer's termination, whereby Client(s) remain in good standing and active with ABC, IIA will continue to receive Commissions for PEPM book of business and all applicable Commissions payments that were in effect before termination.

6.4 Survival. The terms of Schedule A, any Addendum and Sections 4, 5, 7, 8, 9 and 11 shall survive the expiration and earlier termination of this Agreement.

7. WARRANTIES:

7.1. Mutual Warranties. Each Party hereby represents and warrants to the other Party that: (a) it is a corporation or limited liability company, duly organized and validly existing in good standing; (b) the execution, delivery and performance of this Agreement has been duly authorized and does not breach any other agreement of either Party; (c) to the best of its ability, it will perform its obligations hereunder in a manner that complies with all laws applicable to this Agreement; and (d) it will perform any services required hereunder in a professional and workmanlike manner.

7.2. IIA Warranty. IIA hereby represents and warrants that it has the right to disclose Client Data and/or necessary consents from Clients or other third parties to provide the Client Data hereunder, and that provision of such does not violate any third party intellectual property rights, IIA confidentiality obligations, any agreements to which IIA is subject, or any other applicable law, rule or regulation. IIA further represents and warrants that to the extent IIA is entrusted with any HIPAA secure data, it has the right and/or necessary consents from Clients or other third parties to provide HIPAA secure data hereunder.

8. DISCLAIMERS:

Except as expressly set forth in Sections 7.1 and 7.2, neither Party makes any other warranties hereunder and hereby disclaims all other warranties, express, implied or statutory including, without limitation, any implied warranties of accuracy, title, non-infringement and fitness for a particular purpose, or results to be derived from any service, product or information provided hereunder. There is no warranty that ABC's website(s) or any link(s) will be error free, will operate without interruption or will fulfill any particular purposes or needs. To the extent, as a matter of applicable law, a Party cannot disclaim any implied or statutory warranty, the scope and duration of such warranty shall be the minimum permitted under such applicable law. ABC will be excused for any error, default or delay in performance caused by IIA or a third party and will have no liability to the extent such error, default or delay is caused by (i) any defect or deficiency in any software, system or data, or any service that is not expressly warranted by ABC, including without limitation, any application or system provided by IIA or any third party, or (ii) any deficiency that is caused in whole or part by the Client Data.

9. LIMITATIONS ON LIABILITY:

Neither IIA nor ABC shall have any liability to the other for consequential, exemplary, special, indirect, incidental or punitive damages or lost profits or data even if it has been advised of the possibility of such damages. Each Party's aggregate liability to the

other whether in contract, tort or otherwise, for all claims arising out of or in connection with this Agreement, shall be limited to the amount of the Commissions paid by ABC to IIA for the six (6) month period preceding the date the first claim is made. The foregoing limitations apply to all claims in the aggregate, including without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts. Notwithstanding anything to the contrary herein, the limitations of this Section 9 shall not apply to a Party's breach of Section 5. Each Party agrees that any liability related to ABC's nonperformance shall be excused to the extent such results from a failure due to the Client Data or IIA's failure to perform its responsibilities. The limited warranty, limited remedies and limitations on liability set forth in this Agreement are a fundamental part of the basis of the bargain hereunder, without which each Party agrees it would not enter into this Agreement, and the provisions of this Agreement reflect the allocation of risk set forth and agreed upon by the Parties.

10. PROTECTED LIST:

IIA's protected list consists of IIA's identified prospects and IIA's Producers' identified prospects. ABC shall, for a period of ninety (90) days from the date the prospect is entered into ABC's CRM, recognize IIA as exclusive IIA with respect to such prospect and shall not enter into an agreement with such prospect directly or through any other IIA or Producer. In the event the Client does not enter into an agreement for Services during such ninety (90) day period, all rights afforded to IIA under this Section shall lapse and ABC shall be free to pursue the prospect in any manner it deems appropriate. ABC will respect a sales cycle that goes beyond ninety (90) days as long as the sales cycle is supported by bona fide activity on ABC's CRM with respect to the prospect and a proposed closing date is agreed upon with prospect and recorded in the CRM.

11. GENERAL:

11.1. Severability. If any provision of this Agreement is adjudicated to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

11.2. Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Arizona without regard to conflicts of law principles that would require the application of the laws of any other state.

11.3. Assignment. Neither Party may assign or transfer this Agreement to any person or entity, without the prior written consent of the other, except in connection with a merger, change of control or sale of all or substantially all its assets. Any unauthorized assignment or transfer of this Agreement shall be void and of no force or effect.

11.4. Notices. Notice shall be deemed given: When delivered by hand; one day after being given to an express courier with a reliable system for tracking delivery; when tele-copied or faxed and receipt confirmed; or three (3) days after the day of mailing, when mailed through United States mail, registered or certified mail, return

receipt requested, postage prepaid, and addressed to the Parties' respective addresses above.

11.5. Relationship of the Parties. IIA's relationship with ABC will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. IIA will not be entitled under this Agreement to any of the benefits that ABC may make available to its employees, including but not limited to group health insurance, life insurance, profit-sharing, retirement benefits, paid



vacation, holidays or sick leave, or workers' compensation insurance. No part of IIA's compensation will be subject to withholding by ABC for the payment of any social security, federal, state or any other employee payroll taxes. ABC will regularly report amounts paid to IIA by filing a Form 1099-NEC with the Internal Revenue Service as required by law. IIA may perform the services required by this Agreement at any place or location and at such times as IIA shall determine. IIA agrees to provide all tools and instrumentalities, if any, required to perform the services under this Agreement.

11.6. Non-Solicitation. During the term of this Agreement and for one (1) year following its termination, IIA shall not directly or indirectly solicit any current or former ABC employees, or any subcontractors used by ABC in the performance of any services hereunder, for employment or engagement to perform services without the prior written consent of ABC. ABC shall not directly or indirectly solicit any current or former agents, employees, or Producers used by IIA in the performance of any services hereunder, for employment or engagement to perform services without the prior written consent of IIA.

11.7. Force Majeure. Neither Party shall be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control.

11.8. Export. IIA and ABC shall not knowingly export or re-export any personal computer system, part, personal data, technical data or sub-elements under this Agreement, directly or indirectly, to any destinations prohibited by the United States Government or in violation of any export laws of any nation, or request that the other Party do so. The term "technical data" in this context, means such data as is defined as technical data by applicable United States export regulations.

11.9. Book of Business. IIA's book of business consists of IIA's Clients and Producer's Clients.

11.10. Schedules. Schedules referred to in this Agreement are incorporated into this Agreement by this reference.

11.11. Entire Agreement. This Agreement constitutes the entire and final and exclusive statement of the agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous discussions, communications, negotiations and agreements, written or oral, with respect to the subject matter hereof. No amendment, modification, waiver or discharge of this Agreement shall be valid unless in writing and signed by an authorized representative of the Party against whom such is sought to be enforced. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

11.12. Binding Effect. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, personal representatives, successors, and [permitted] assigns.

11.13. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or may be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

11.14. Notices. All notices and other communications under this Agreement must be in writing and will be deemed given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses or facsimile numbers (or at such other address or facsimile number as a party may designate by like notice to the other parties):

To: America's Benefits Consortium LLC, (Db),
Ascend Health)
26108 N. 49th Ln.
Phoenix, AZ 85083
Attention: Mark New- Chief Executive Officer

Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the 3rd day after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by facsimile or overnight delivery service.

11.15. Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties, which writing must refer to this Agreement.

11.16. Construction. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation."

11.17. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

11.18. Facsimile and Electronic Signatures. Facsimile transmission or electronic transmission (including email) of any signed original document, and retransmission of any signed facsimile transmission or electronic transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmitted signatures and electronic transmitted signatures by signing an original document.

11.19. Further Assurances. Each party agrees to execute and deliver such other documents and to do and perform such other acts and things as any other party may reasonably request to carry out the intent and accomplish the purposes of this Agreement.

11.20. Time of Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

11.21. Waiver. Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any

provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

11.22. Arbitration Required/Mediation First Option. Any dispute or claim that arises out of or relating to this agreement, or to the



interpretation or breach thereof, or to the existence, validity, or scope of this agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc. and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties acknowledge that mediation helps parties settle their dispute and any party may propose mediation whenever appropriate through Arbitration Service of Portland or any mediator selected by the parties.

11.23. Attorney Fees. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or

trial court, and, if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

11.24. Injunctive and Other Equitable Relief. The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that in addition to damages, the other parties will be entitled to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

11.25. Venue. Any action or proceeding seeking to enforce any provision of this Agreement or based on any right arising out of this Agreement must be brought against any of the parties in Maricopa County Superior Court of the State of Arizona or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Arizona, any arbitration shall be conducted in Maricopa County, Arizona, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts and place for arbitration) in any such action or proceeding and waives any objection to such venue.

11.26. Exhibits, Schedules and Addendum. The exhibits, schedules and addendums referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this document as of the Effective Date.

**AMERICA’S BENEFITS CONSORTIUM
(Dba Ascend Health)**

IIA (Named Agent of Record)

By: Mark L. New

By:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

SCHEDULE A: COMPENSATION & ABC PROTOCOLS

ADDENDUM DATE: _____

AGENT NAME: _____



INDEPENDENT INSURANCE AGENT

Company Name: _____

Company Address: _____

Broker Name: _____

Company Phone: _____



COMMISSION PLAN

1. PURPOSE

The purpose of the Commission Plan (“Plan”) is to reward and motivate IIA for the production, growth, and retention of business for ABC. To participate in the Plan and to be eligible to earn and receive any incentive compensation payment in connection with the Plan the following terms and conditions apply:

IIA must be designated by ABC to be a participant in the Plan.

2. COMPENSATION & TERMS

IIA will be paid 5% on America’s Benefits Consortium (Db, Ascend Health) Healthcare Plans (Per member per month - PEPM)

2.1 Payment. PEPM revenues will be based on eligibility and participation records (number of lives billed to the Client) only and Commissions shall be for revenues paid by a member that has been sold/enrolled by IIA. All Commissions earned by IIA shall be paid monthly on or before the 25th day of the month following in which enrollment is active and payment is received by ABC.

3. OVERPAYMENT

If ABC determines there has been an overpayment of Commissions, such overpayment will constitute an advance which ABC will recover by means of an offset against any future Commissions, or upon demand by ABC, any such repayment must be made within thirty (30) days of ABC’s written notification to such IIA specifying the overpayment amount due to ABC.

4. EXPENSES

IIA's sales expenses will be the responsibility of IIA per Section 11.5.

5. ESTABLISHED PROTOCOLS

Sale of ABC Services by IIAs must be compliant with established ABC protocols, including but not limited to the following:

- 6. Marketing Materials – Only ABC-approved materials may be used to promote ABC Services.
- 7. Proposal - IIAs will deliver and follow up on all proposals in timely fashion. IIAs may only use ABC approved proposals and may not present proposals in any other format without approval of ABC.
- 8. Contracts – All contracts for ABC Services and solutions will be presented to all parties using ABC’s Software as a Service (SaaS) document management system with eSign through the insynctive agent & member portal. Exact URL to be provided upon appointment approval.
- 9. On-Boarding – IIAs must facilitate the successful enrollment of all prospective members through the four steps of the enrollment process on the portal to confirm the member enrollment. Assistance from ABC's health and technology integration partner, Align Health is always available.

- Established Protocol may be changed from time to time by ABC to accommodate changes in law, regulations, changes in technology, to streamline business processes, and other good faith reasons ABC deems necessary or prudent.