

AGENCY/MARKETER AGREEMENT

THIS AGREEMENT is made and entered into on the date indicated on the signature page of this agreement (“Effective Date”) by and between PATRIOT HEALTH, INC. a Delaware corporation with administrative offices at 160 Eileen Way, Syosset, NY 11803, (hereafter “Company”), and the Agent/Marketer indicated on the signature page of this agreement.

WITNESSETH:

1. Independent Contractor/Authority. Marketer is an independent contractor and in carrying out the functions designated in this Agreement shall at all times be an independent contractor. Nothing contained herein shall be construed to create the relation of employer and employee between the Company and Marketer. Within the territory designated as set forth in Exhibit “A” (hereinafter, the “Territory”), Marketer shall be free to market and sell the Plans that are set forth in Exhibit “A” (hereinafter, the “Plans”) at such times and places as Marketer may select within the Territory and subject to terms and conditions of this Agreement.

2. Appointment.

The Company hereby appoints the Marketer for the purpose of procuring, soliciting and marketing the Plans by any means approved by the Company herein.

2.1 The appointment is for a one (1) year period (the “Term”) and will commence on the Effective Date (the “Effective Date”). Unless terminated pursuant to Section 6, this Agreement will automatically renew for additional periods of one (1) year (“Renewal Term”).

2.2 The Marketer shall be licensed if required and legally capable of marketing the Plans.

2.3 The Marketer shall provide all information requested in Exhibit “B” prior to execution of Agreement by Company.

3. Plan Sales by Marketer: The revenue from any and all sales of the Plans procured by the Marketer will be submitted by them directly to the Company within 14 days of the sale if Marketer receives such revenue.

4. Compensation. The Marketer shall be entitled to receive as compensation a commission based on revenue from sales of the Plans collected and received by the Company pursuant to this Agreement at rates as set forth in the established commission schedules noted on Exhibit “A” attached hereto and incorporated herein by reference. The Company’s commission schedule may be amended from time to time at Company discretion. The Company shall pay all commissions to the Marketer directly and only in states where Marketer is licensed. Upon termination of this Agreement for cause by Company, the obligation to pay compensation to Marketer shall terminate.

5. Limitations on Marketers Authority. The Company shall supply to Marketer any approved marketing materials about the Plans. The Marketer is not authorized to alter or modify the Company’s approved marketing materials or any policy forms if the Plan is an insured plan. Marketer may use any other marketing materials about the Plans but only with the Company’s advanced written approval. The Marketer shall not use any trademark or Logo of the Company or any of the Company’s clients without advanced written approval of the Company. The Marketer may not interpose its Logo or trademarks on any of the Company’s approved marketing materials without advanced written approval of the Company. The Marketer may not waive, forfeit, grant permits, name special rates or bind the Company in any way other than as set forth in this Agreement. The Marketer shall have no authority other than as herein expressly stated in this Agreement. Marketer shall not misrepresent any details of; 1) the plans, terms and conditions, limitations and exclusions and 2) the available territories; both of which are represented in the most current Company marketing, fulfillment and web enrollment site materials. Marketer shall only sell, market and solicit by means of face to face sales or web based sales using Company enrollment site.

6. Termination. Either Party may terminate this Agreement, effective immediately on the date of mailing of the written notice of termination to the other Party, for the following causes (hereinafter, “Termination for Cause”):

- a. The failure of the other Party to cure any material breach of this Agreement committed by such Party within thirty (30) days after written notice of the breach has been mailed to the terminating Party;
- b. The filing of a voluntary or involuntary bankruptcy petition involving the other party, or the appointment of a receiver, conservator, supervisors, or similar official concerning the other Party;
- c. The assignment by the other Party of all or substantially all of its assets for the benefit of its creditors; or
- d. The inability of the other Party to pay its debts as they become due.

- e. Fraud or material misrepresentations by a Party.
- f. Criminal convictions or judgments against a Party relating to truthfulness and veracity.
- 7. Marketer Expenses. While this Agreement is in force, Marketer shall bear all expenses incurred in performance of this Agreement and such other expenses as herein provided. Its sole compensation shall be the compensation as set forth in Section 4 of this Agreement.
- 8. Marketer's Indebtedness. Any indebtedness of Marketer to the Company shall be a first lien on any commissions or renewal commissions or compensation due or to become due to the Marketer. Such indebtedness may be offset against commissions/compensation accrued or to accrue to Marketer.
- 9. Refund of Compensation/Commissions. If the Marketer collects revenue from sales of the Plans, Marketer shall make refunds within five days of request. If any such revenue shall be refunded by the Company for any reason or cause, Marketer shall be required to refund to the Company commissions/compensation previously paid or payable to them by the Company with respect to such refunded revenue. Company may deduct any such commissions/compensation from any future compensation payable to Marketer.
- 10. Company Records and Supplies. Upon termination of this Agreement, all monies belonging to the Company shall be immediately turned over to it by Marketer and all books, equipment and records pertaining to the Company, materials and supplies provided pursuant to this Agreement shall remain the property of the Company and shall be surrendered and delivered to the Company.
- 11. Termination for Cause. In the event of termination for cause by Company, all Plan holders shall be and remain the exclusive clients and property of the Company (hereinafter, Company's Clients") Upon termination of this Agreement for cause by Company, Marketer shall be prohibited from selling any similar benefit plans to the Company's Clients for a period of 12 months after the effective date of termination of this Agreement. Violation of this provision shall subject the Marketer to liability for breach of this Agreement and liability based upon interference of a business relationship and other civil liability. As such, Marketer understands and agrees that breach of this Section will result in damages to the Company and the Company may file civil action against the Marketer in equity or at law. This section shall survive the termination of this Agreement.
- 12. Customer Complaints. Except as otherwise agreed by the Parties in writing, all customer or regulatory complaints, lawsuits or possible claims against the Company or Marketer shall be forwarded to the Company within five (5) business days of notice by Marketer. Marketer shall not have any authority to negotiate, settle, make representations, or pay any claims arising at of any dispute, complaint or complaint by a customer or regulator about the Plans under this Agreement.
- 13. Non-Assignability. No assignment, transfer or disposal of any interest that Marketer may have in this Agreement or business secured by it hereunder shall be made at any time without the prior consent in writing of the Company except in the event of death of Marketer in which case this agreement will be assigned to the legal beneficiary only if such beneficiary holds required licenses if applicable.
- 14. Entire Agreement. This Agreement constitutes the entire Agreement between Marketer and the Company relating to the subject matter hereof and supersedes any prior agreements relating thereto, whether written or oral.
- 15. Non-Exclusivity. During the term of this Agreement, Marketer right to market and sell the Plans in the Territory shall be NON-EXCLUSIVE. Nothing herein shall prohibit, restrict, or limit the ability of the Company to enter into other Agency and Marketing Agreements with other Marketers to sell the Plan or for the Company to sell the Plan direct.
- 16. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of New York.
- 17. Right to reject Applications. The Company reserves the right to reject any plans sold by the Marketer without specifying any reason therefor.
- 18. Compliance with Law. Marketer shall comply with any and all federal laws and state laws and regulations in the Territory governing the transactions authorized by this Agreement.
- 19. Licensing. Where applicable Marketer shall obtain and maintain in good standing all necessary licenses, permits, and other governmental authorizations if required of Marketer and sub-Marketers in the Territory where the Plans are sold.
- 20. Indemnification.
 - 20.1 Marketer shall indemnify, defend, and hold harmless the Company from and against any and all damages, claims, liabilities, judgments, awards, penalties, fines, and expenses, including but not limited to reasonable attorneys' fees, court costs, punitive damages, and exemplary damages, resulting from or arising out of
 - a. Marketer's material breach of any term, representation, warranty, or covenant set forth in this Agreement;

- b. any act, error, omission committed by Marketer causing loss to an insured or any other third party in connection with the business conducted pursuant to this Agreement;
- c. any claim made against the Company by any of Marketer's employees or third parties for commissions or other compensation relating to the business conducted under this Agreement;

20.2 The Company shall indemnify, defend, and hold harmless the Marketer from and against any and all damages, claims, liabilities, judgments, awards, penalties, fines, and expenses, including but not limited to reasonable attorneys' fees, court costs, punitive damages, and exemplary damages, resulting from or arising out of

- a. the Company's material breach of any term, representation, warranty, or covenant set forth in this Agreement;
- b. any act, error, omission committed by the Company or employees, and causing loss to an insured or any other third party in connection with the business conducted pursuant to this Agreement; and

20.3 Notwithstanding the indemnification obligations set forth above, neither Party shall be obligated to indemnify the other with respect to, and to the extent of, any loss caused, contributed to, or compounded by the other Party.

20.4 The obligations herein of the Parties to indemnify each other shall survive the termination of this Agreement.

21. Several Provisions. If and in the event any portion of this Agreement is void or voidable, such provision shall not affect the balance of this Agreement which shall remain fully enforceable as if said void or voidable provision had been deleted by mutual consent of the parties.

22. Captions. Captions contained in this contract are for purposes of convenience and shall not be construed as limiting or expanding the text hereof.

23. Modification by Writing. No waiver or modification of any of the terms of this Agreement shall be valid unless in writing. No waiver by either party of a breach or a default shall be deemed a waiver by such party of a subsequent breach or default of like or similar nature.

24. Notices. All notices of any kind to be served or delivered under the terms of this contract are to be transmitted via U.S. certified mail, postage prepaid, return receipt requested, addressed to the applicable party's last known address.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed effective on the Effective Date.

PATRIOT HEALTH, INC.

MARKETER_____

Signature:_____

Signature:_____

Printed Name:_____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"

Plans Description: Get Med 360 Plan memberships in the United Consumer Awareness Association
Commission: Assignment

Exhibit - "B" - Marketer Information
Must Be Completed By Marketer Prior To Acceptance By Company

Legal Name (Last, First, Middle)		Preferred First Name	
Residence Address (Street, City, State, Zip Code)			
Date of Birth	Place of Birth	Social Security Number	
Business Mailing Address (P.O. Box, City, State, Zip Code)			
Business Telephone Number ()	Residence Telephone Number ()	Fax Number ()	Email
COMMISSIONS ARE TO BE PAID TO (Please check one): Your Manager (Manager Name) <u>Larry McClendon</u> Manager ID No. <u>100016554</u>			
E&O Carrier Name: _____ Policy Number: _____ Expiration Date: _____ <i>Attach a copy of your most recent E&O certificate</i>			
Recruiting Manager Name: <u>Larry McClendon</u> Manager ID No. <u>100016554</u>			
Web Site Address: _____ <i>Any web site or internet that references limited medical insurance plans must be pre-approved.</i>			

Are you licensed with the state insurance department in your resident state to solicit life and health insurance? Yes No

If yes, License No. _____ Exp. Date _____

1. Non resident states: License No. _____ Exp. Date _____
2. Non resident states: License No. _____ Exp. Date _____
3. Non resident states: License No. _____ Exp. Date _____
4. Non resident states: License No. _____ Exp. Date _____
5. Non resident states: License No. _____ Exp. Date _____
6. Non resident states: License No. _____ Exp. Date _____