

NBBI MyBrokerToolbox Basic Agreement

SERVICES AND TOOLBOX MARKETER AGREEMENT

THIS SERVICES AND INDEPENDENT DISTRIBUTOR AGREEMENT (“Agreement”), is entered into as of the date posted and displayed in the MyBrokerToolbox Platform. (“Effective Date”) by and between National Benefit Builders, Inc., with its principal place of business at 25 Hanover Rd. Bldg. B Suite 150, Florham Park, NJ 07932 (“NBBI”) and the "Toolbox Subscriber, entity and or persons that has read this agreement and acknowledges by selecting the "Submit Information" button and proceeding to the MyBrokerToolbox Checkout, list with its principal place of business in this online form and hereon is known as (“Marketer”). For services provided on or after its Effective Date, this Agreement supersedes and replaces any existing agreements between the parties relating to the same subject matter.

RECITALS:

WHEREAS, NBBI is licensing an on line platform that allows a user to create and administer their own website and back office system, herein the (“ToolBox”); and WHEREAS, Marketer markets various products and Programs to its customers and prospective customers that will include NBBI’s products and Programs; and WHEREAS, NBBI and Marketer want to establish a relationship such that NBBI will give Marketer access to its Tool Box, provider networks and discount plans, third party products and, in return, Marketer will sell NBBI’s discount plans, and promote access to NBBI’s provider networks.

NOW THEREFORE, the parties agree to be duly bound to the terms and conditions set forth herein as follows:

Article 1 - Documents Forming the Entire Agreement

This Services Agreement also includes Exhibit A – Policies and Procedures, Exhibit B – Services Provided Marketer, and Exhibit C – Marketer Fees and Compensation, attached hereto and contain the entire understanding of the parties. No other oral or written agreements exist between the parties specific to this relationship.

Article 2 - Definitions

Access Fee: Shall mean the amount that NBBI charges Marketer for each to maintain access to their ToolBox.

Affiliate: Any person or entity directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership or control with, a party to this Agreement.

Marketer: Shall mean the individual who purchases the ToolBox.

Marketer Compensation: Shall mean the amount of compensation paid to or retained by Marketer as specifically defined in Exhibit C.

NBBI Compensation: shall mean the Access Fee paid by Marketer to NBBI as specifically defined in Exhibit C.

Member: Shall mean any person who purchases product on the ToolBox.

NBBI Compensation: shall mean the Access Fee paid by Marketer to NBBI as specifically defined in Exhibit C.

Product: Shall mean all NBBI services provided pursuant to this Agreement to Marketer that are described in this Agreement.

Article 3- Programs.

3.1 Programs. NBBI shall provide the following (“Program”) to Marketer:

a) ToolBox Website.

i. Marketer will be provided with one (1) ToolBox with the option to private label and edit pre-determined portions of that ToolBox in according to pricing outlined in Exhibit C.

ii. Pre-loaded with certain NBBI products and the ability for Marketer to optionally add their own products as described in Exhibit C.

b) Online Enrollment and Payment Processing Services: NBBI may make available to Marketer an online Member enrollment and payment processing service for an additional fee per Exhibit C. Item C:[Other Member Enrollment and Payment Processing Services]

3.2 Network Access. NBBI shall provide Marketers with access to the products listed in Exhibit B.

3.3 Other Requested Programs. If Marketer requests NBBI to provide programs in addition to those described in Exhibit B, NBBI shall provide such programs and rates upon mutual agreement of the parties at NBBI’s.

Article 4 - Duties of the Parties

4.1 Promotional Materials. All promotional materials including, but not limited to, outbound telemarketing scripts, inbound telemarketing scripts, print, television, and radio advertisements, direct mail, banner advertising, hyperlinks, domain URL, pop-up advertisements, affiliate networking, electronic mail messages, internet banners, and similar other methods used by Marketer to market products shall be submitted to NBBI for review and written approval at least ten (10) business days prior to use. NBBI shall grant or deny approval to use any promotional materials submitted by Marketer within ten (10) days of submission of the promotional material to NBBI. In the event that the telemarketing script or portions thereof (as previously approved) or practices of the call center or Marketer's sales agents result in complaints over customary levels or become inappropriate due to product or service modifications, then Marketer will work with NBBI in good faith to ensure modification of the script or its marketing practices. In all events, the parties will operate in good faith to ensure continuation of this Agreement absent events leading to termination of the Agreement under Article 10.

4.2 Acknowledgement. Marketer and NBBI acknowledge that neither party is a payer of services, nor an insurer with respect to any services and products provided as part of this Agreement.

4.3 Eligibility Information. Marketer is responsible for verifying a Member’s eligibility to access the products.

4.4 Payment by Members. Marketer shall ensure that each Member accessing product services from a service provider, within the ToolBox offered products, is aware of the Member’s obligation to pay the service provider the negotiated rates for the product services at the time the Member is accessing such product services.

4.5 Hold NBBI Harmless. Marketer understands that Members are responsible for paying service providers the negotiated rates for any accessed product services. Neither NBBI nor Marketer shall be responsible or liable for any payment and/or negotiated rates that a Member fails to make to a service provider.

4.6 Disclosure Statement. All written materials relating to ToolBox products must include a disclosure statement and NBBI must approve the placement and language of that statement.

4.7 Prohibited Wholesaling. Marketer is prohibited from selling the products on a wholesale basis unless Marketer has received expressed written permission from NBBI.

4.8 Monitoring of Marketer Calls. At NBBI's request, Marketer will make arrangements to monitor live and recorded telemarketing calls made by Marketer or Marketer's subcontractors.

Article 5 - Subcontractors

5.1 Subcontractors. Marketer agrees that the services under this Agreement may be performed in whole or in part by NBBI, an NBBI subsidiary, NBBI Affiliate, and/or an NBBI subcontractor, provided however, that performance by any such entity shall not relieve NBBI of its obligations to Marketer under this Agreement. NBBI may, in NBBI's discretion and subject to the provisions herein, utilize subcontractors to provide the NBBI products and related services. Any change in subcontractors providing services hereunder shall require thirty (30) days' prior written notice to Marketer. Nothing herein shall be construed as preventing NBBI from providing any or all of the products itself; provided NBBI shall provide Marketer with thirty (30) days' prior written notice of such change.

Article 6 - Product Names and Trademarks

6.1 Product Names. NBBI shall use its standard product names when providing the products under this Agreement. NBBI may change such product names from time to time at its sole discretion. NBBI has the right to approve/disapprove Marketer's proposed private label name for marketing NBBI products.

6.2 Trademarks. During the Term and after termination of this Agreement, Marketer may only display those trademarks, service marks, trade names, and logotypes of NBBI or NBBI service providers ("Marks") as agreed to by the parties in writing. The Marks may not be used in any way to imply a relationship with NBBI other than one authorized by this Agreement. Nothing herein shall be construed to create a right or license to make copies of any copyrighted materials. Marketer shall not apply for trademark or other intellectual property protection, either state or federal, for any proprietary NBBI product name except as may be mutually agreed upon for names combining Marketer's trade name, trademark, or logo with a proprietary NBBI product name. NBBI shall not apply for trademark or other intellectual property protection, either state or federal, for any product, domain, or other name incorporating any Marketer trade name, trademark, or logo. Marketer may be required to prepare materials relating to this Agreement that may bear NBBI's Marks. NBBI will provide Marketer with the style and format of all NBBI Marks and use of the NBBI Marks by Marketer must conform to such style and format. Marketer acknowledges exclusive ownership by NBBI of the NBBI Marks and agrees that any use of the NBBI Marks by Marketer shall be pursuant to license from NBBI. In addition, Marketer agrees that NBBI must pre-approve in writing all use of NBBI Marks by Marketer.

6.3 Irreparable Harm. The parties acknowledge that NBBI will suffer irreparable harm if Marketer breaches Section 6.2, either prior to, or after the termination of this Agreement. Accordingly, NBBI shall be entitled, in addition to any other right and remedy it may have, at law or equity, to a temporary restraining order and/or injunction, without the posting of a bond or other security, enjoining or restraining Marketer from any violation of Section 6.2, and Marketer hereby consents to NBBI's right to seek the issuance of such injunction. If NBBI institutes any such action against Marketer, alone or in conjunction with any third party or parties to enforce any terms or provisions of Section 6.2, then the party that prevails in such action shall be entitled to receive from the opposing party (or parties) in the action the prevailing party's reasonable attorneys' fees incurred in such action and all costs and expenses incurred in connection therewith. This Section shall survive termination of the Agreement.

Article 7 - Indemnification

7.1 Responsibility for Damages. Each party shall be responsible for any and all damages, claims, liabilities, or judgments it incurs that arise as a result of its own acts or omissions. Any costs for damages, claims, liabilities, or judgments incurred at any time by one party as a result of the other party's negligence or intentional wrongdoing shall be paid for or reimbursed by the other party. NBBI's aggregate liability to Marketer under this Agreement with respect to product services furnished hereunder (whether under contract, tort, or any other theory of law or equity) shall not exceed, under any circumstances, the total amount collected as a result of Marketer's promotion efforts for product services under this Agreement during the 12 months preceding Marketer's claim. Except for amounts indemnified hereunder, or breaches of the Policies and Procedures as contained in Exhibit A or provisions related to confidentiality of information provided, in no event shall either party be liable to the other for incidental, consequential, economic, special, or lost profit damages, even if such party has been advised of the possibility of such damages. Consequential damages include, but are not limited to, lost profits, lost revenues, and lost business opportunities, whether or not the other party was or should have been aware of the possibility of these damages.

7.2 Indemnification. The parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, including reasonable attorneys' fees ("Damages"), which arise out of the indemnifying party's: (i) breach of this Agreement; and (ii), negligence or willful misconduct.

7.3 Indemnification Procedures.

a) Promptly, upon becoming aware of any matter which is subject to the provisions of Section 7.1, (a "Claim"), the party seeking indemnification (the "Indemnified Party") must give notice of the Claim to the other party (the "Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party.

b) The Indemnifying Party will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; but the Indemnifying Party will have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The parties will cooperate in the settlement or defense and give each other full access to all relevant information.

c) If the Indemnifying Party: (i) fails to notify the Indemnified Party of the Indemnifying Party's intent to take any action within 30 days after receipt of a notice of a Claim; or (ii) fails to proceed in good faith with the prompt resolution of the Claim, the Indemnified Party, with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, including reimbursement of reasonable attorney's fees and legal costs, may defend or settle the Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party will reimburse the Indemnified Party on demand for all Damages incurred by the Indemnified Party in defending or settling the Claim.

d) Neither party is obligated to indemnify and defend the other with respect to a Claim (or portions of a Claim):

(i) if the Indemnified Party fails to promptly notify the Indemnifying Party of the Claim and fails to provide reasonable cooperation and information to defend or settle the Claim; and

(ii) if, and only to the extent that, that failure materially prejudices the Indemnifying Party's ability to satisfactorily defend or settle the Claim.

Article 8 - Regulatory Compliance and HIPAA

8.1 Regulatory Filing. In the event that Marketer is required to file this Agreement with federal, state and local governmental authorities, Marketer shall be responsible for filing the Agreement with such authorities as required by any applicable law or regulation. If, following any such filing, the governmental authority requests changes to this Agreement, NBBI and Marketer shall jointly discuss Marketer's response to the governmental authority. In the event any federal, state or local governmental authority requires a change to this Agreement that either NBBI or Marketer deems to be material, either party may request renegotiation of the affected provisions of this Agreement.

Article 9 - Books, Records and Confidential Information

9.1 Maintaining Records. NBBI shall maintain records that are usual and customary for the services provided under this Agreement and/or as required by law. Any such records shall remain the property of NBBI, subject to any rights of the Marketer or Member.

9.2 Privacy of Records. NBBI and Marketer shall maintain the confidentiality of all information regarding Members in accordance with any applicable statutes and regulations. NBBI is not obligated to provide Marketer any information NBBI obtains as a result of providing products to a Member unless, the Member consents to the disclosure of such information, or NBBI determines the disclosure of such information to Marketer is permitted, required, or otherwise appropriate under applicable law.

9.3 Confidential Information. Except as otherwise provided in this Section 9.3, each party shall protect and shall not disclose the other's proprietary information including but not limited to trade secrets, lists of Members and participating providers, negotiated rates, and patented, trademarked, trade-named, service-marked, and copyrighted material or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information"). The parties shall use Confidential Information only as expressly permitted by this Agreement or as otherwise permitted in writing. The parties shall take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information. Such information shall not be disclosed to third parties without the express written consent of the party to whom the information belongs. A party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing party shall notify the other sufficiently in advance of the disclosure, as allowed by law, to permit intervention at its option. Each party shall retain sole ownership of its Confidential Information. Marketer may disclose the existence of the NBBI internet site, any of its contents, and any other information provided by NBBI regarding Participating Providers to an agent or administrator of Marketer who agrees in writing to likewise maintain the confidentiality of the information. The obligations stated in this section survive termination of this Agreement for so long as either party has access to the other's Confidential Information.

Article 10 - Term and Termination

10.1 Term of the Agreement. This Agreement is for an initial term of one (1) year starting on the Effective Date (the "Initial Term"), and shall renew thereafter monthly unless otherwise terminated pursuant to Section 10.2.

10.2 Termination of the Agreement. This Agreement may be terminated as follows:

a) by either party any time prior to the launch of the ToolBox as outlined in Section 3; or

- b) by either party three (3) months after the Effective Date, upon sixty (60) days prior written notice to Marketer; or
- c) by either party, in the event of material breach by the other party, upon at least thirty (30) days prior written notice to the other party, unless the material breach has been cured before the end of the thirty (30) days; or
- d) by NBBI, upon at least ten (10) days prior written notice to Marketer, in the event Marketer does not pay NBBI any amount owed within thirty (30) days of the date payment is due except where such nonpayment is based on a good faith dispute in accordance with Article 11; or
- e) by Marketer, following Marketer's receipt of a change in fees and compensable, upon at least thirty (30) days prior written notice to NBBI; or
- f) automatically upon the date on which either party hereto files (voluntary) or has filed against it (involuntary):
 - (i) a petition in the United States Bankruptcy Court; or
 - (ii) other insolvency proceedings.

10.3 Effect of Termination. As of the date of termination of this Agreement, Marketer shall promptly return to NBBI all written materials regarding NBBI's services including but not limited to, Confidential Information, and any other documents containing information provided by NBBI regarding Participating Providers.

- a) Termination shall not affect either party's liability for any obligations incurred by the other party prior to the date of termination, and Marketer shall continue to be responsible for Access Fees in accordance with Exhibit C prior to termination.
- b) If the Agreement terminates without cause or the Agreement expires and is not renewed, Marketer may provide NBBI with the option to acquire the Marketer's Member base for a price to be determined by the parties.
- c) If the Agreement terminates with cause, Marketer will cease to receive Marketer Compensation.
- d) After the Agreement is terminated, Marketer will cease to accept new Members in this program.
- e) After the Agreement is terminated without cause, Marketer will continue to receive compensation for those Members who were enrolled and remain active in the products for which NBBI pays Marketer compensation until the compensation falls below \$25.00 in any given month at which time compensation ceases permanently.

Article 11 - Miscellaneous

11.1 Compliance with Laws. Marketer shall substantially comply with all applicable laws and regulations including but not limited to federal, state, city, and local laws and regulations. Except as provided below, NBBI shall obtain and maintain any applicable licenses or regulatory approvals necessary for it to perform its services under this Agreement.

11.2 Examination of Records. Upon reasonable notice, during normal business hours and at a reasonable time and place, each party shall have the right to examine any records of the other party that relate to its obligations under this Agreement, including any of NBBI's records relating to the compensation owed Marketer under this Agreement. All records maintained by either party relating to their responsibilities under this Agreement shall be kept for at least one year after the date the records were created or any applicable period required by law, whichever is longer. A party shall pay the cost of copies of any records that it requests from the other party. If one party examines the records of the other party, the examining party shall pay the examined party's employee time spent on the examination in excess of 16 hours, and any other costs incurred by the examined party in complying with the examination request. No third party may conduct an examination without the prior written consent of the examined party. Neither party shall disclose any confidential business information of the other party without the prior written consent of that party. No claim for disputed commission may be made after three months said commission was paid.

11.3 Independent Judgment. Marketer and NBBI both acknowledge and agree that Members' treating physician(s) and other service providers shall be solely responsible to provide treatment and/or services to

Members and to make all decisions related to Member's benefits and shall exercise their independent medical judgment as to all such matters. Nothing in this Agreement shall be deemed to create any rights of NBBI, Marketer, or any other person or entity to intervene in any manner with or otherwise interfere with the independent judgment of Members' service providers with regard to treatment or utilization issues, nor shall it render NBBI, Marketer, or any other person or entity responsible for the method or means by which any service provider renders treatment or service to a Member.

11.4 Assignment. Except as provided in this Section, Marketer may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the NBBI, which shall not be unreasonably withheld. Marketer acknowledges that persons and entities under contract with or affiliated with them may perform certain services under this Agreement. Marketer acknowledges that assignment by NBBI of all or any of its rights and responsibilities under this Agreement to any Affiliate shall not require Marketer's prior written consent.

11.5 Use of Names. NBBI may identify Marketer in its Marketer lists and may refer to Marketer in its written communications with service providers. NBBI and Marketer shall not otherwise use the other's name, trademarks, or service marks without prior written approval, which may be granted or withheld in the other party's sole discretion.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey regardless of choice- or conflict-of-law principals.

11.7 Notices. Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the addresses listed below. The notice will become effective as of the date of signed receipt of same. The addresses to which notices are sent may be changed by proper notice.

If to NBBI: National Benefit Builders, Inc. Attn: Kevin Faherty 25 Hanover Road, Building B, Suite 150
Florham Park, NJ 07932

If to Marker: 'Marketers Company will be inserted'. Name -Address - City State Zip

11.7 Non-waiver. Nothing in this Agreement is considered to be waived by either party unless the party claiming the waiver receives the waiver in writing signed by an authorized signatory. A waiver of one provision does not constitute a waiver of any other. The failure of either party to insist upon the strict observance or performance of any provision of this Agreement or to exercise any right or remedy shall not impair or waive any such right or remedy.

11.8 Relationship Between Parties. The parties are independent contractors. Nothing in this Agreement or otherwise shall be construed or deemed to create any other relationship, including one of employment, partnership, agency, or joint venture. Marketer is an independent contractor, conducting business for Marketers own account, and not as an agent or employee of NBBI. The Marketer shall be responsible for payment of all applicable Federal and State taxes (including but not limited to Social Security Taxes, Unemployment Taxes, and Income Taxes) and will abide by all applicable Federal, State and Local laws. Marketer agrees and understands that he/she cannot bind NBBI or any of its provider companies by any promise or agreement, to incur any debt, expense or liability in its name or account, or waive any provisions of NBBI.

11.9 Survival of Terms. Any provisions of this Agreement, or any attachments, which by their nature, extend beyond the expiration, or termination of this Agreement, and those provisions that are expressly stated to

survive termination, shall survive the termination of this Agreement, and shall remain in effect until all such obligations are satisfied.

11.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

11.11 Force Majeure. Obligations under this Agreement, other than the payment of money, will be suspended for the duration of any force majeure applicable to a party. The term “force majeure” means any cause not reasonably within the control of the party claiming suspension, including, without limitation, an act of God, industrial disturbance, war, riot, terrorist action, weather-related disaster, earthquake, governmental action and unavailability or breakdown of equipment. A party claiming suspension under this section shall take reasonable steps to resume performance as soon as possible.

11.12 Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties in regard to its subject matter and may be amended only by a written amendment executed by both parties. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of HIPAA and other applicable federal and state privacy and consumer rights laws and regulations.

11.13 Authorized to Sign. Marketer attests that Marketer is above the age of consent and is authorized to execute this agreement.

11.14 Headings. The headings contained in this Agreement are included for purposes of convenience only, and shall not affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.

EXHIBIT A - POLICIES AND PROCEDURES. This Exhibit, as referenced in the Agreement is between NBBI and Marketer.

(1) Marketer acknowledges and agrees:

(A) to work within the parameters of the Agreement as set forth by NBBI and/or NBBI’s service providers. It is Marketer’s responsibility to obtain the appropriate training information from NBBI for each applicable product included in the ToolBox. Marketer agrees to represent the products accurately and in conformity with NBBI’s existing practices, procedures and requirements as outlined throughout this Agreement.

(B) to obtain NBBI’s approval to in any way, alter the retail pricing for products prior to offering or presenting such altered pricing to any individual or entity.

(C) if, upon receiving authorization from NBBI to conduct a group enrollment, to send to NBBI all new member information electronically or hard-copy in a mutually agreed upon format within two (2) days of receipt. Marketer agrees to use best efforts to ensure all data supplied to NBBI for processing is in good condition, correct, complete, and in proper format as set forth by NBBI. NBBI agrees all such Member information is considered my confidential property and as such, said information shall not be utilized by NBBI for any reason other than to provide product(s) without Marketer’s express consent.

(D) to secure and maintain all licenses, registrations and permits required by any local, state, federal, or governmental authority to market the product. Marketer shall notify NBBI in writing within five (5) business days of receiving notification and/or the commencement of any material action, suit or proceeding, and of the issuance of any order, writ, injunction award or decree of any court, agency or other governmental instrumentality in which Marketer am involved that affects NBBI, including, but not limited to Cease and Desist letters and/or Subpoenas from any regulatory body.

(E) to indemnify, defend and hold NBBI harmless from any and all loss, claims, demands, damages, suits, liabilities and any costs or expenses, including reasonable attorney's fees, arising from or in any way connected with (i) Marketer's failure to market product in conformity with NBBI's existing practices, procedures and requirements; (ii) any misrepresentation on Marketer's part which is false, misleading or containing any material misstatement of fact or omitting any material fact required to be stated to make the statements therein not misleading or (iii) any negligence or act of omission committed on Marketer's part.

(F) that no commissions shall be payable on any sale of product not accepted by the applicant or on any sale declined by NBBI service and or product provider and any point in time. In the event that Marketer incurs indebtedness (including but not limited to charge backs, renewal fees, compensation part of returned Member payments or application fees) and payment to NBBI or affiliates, NBBI may offset against, and deduct from, any compensation due Marketer and such indebtedness shall be a first lien against all such compensation.

(G) that all contact(s) with service providers must be done through NBBI and such violation is grounds for termination for cause.

(H) that Marketer will not use ToolBox or the services found within Toolbox in a manner (as determined by NBBI in its sole and absolute discretion) that:

1. is illegal, or promotes or encourages illegal activity;
2. promotes, encourages or engages in defamatory, harassing, abusive or otherwise objectionable
3. promotes, encourages or engages in pornography or the exploitation of children;
4. promotes, encourages or engages in hate speech, hate crime, terrorism, violence against people, animals, or property, or intolerance of or against any protected class;
5. promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
6. violates the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promotes, encourages or engages in the sale or distribution of prescription medication without a valid prescription;
7. infringes on the intellectual property rights of another Marketer or any other person or entity;
8. violates the privacy or publicity rights of another Marketer or any other person or entity, or breaches any duty of confidentiality that Marketer owes to another Marketer or any other person or entity;
9. interferes with the operation of this ToolBox or the services found within this ToolBox;
10. contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
11. contains false or deceptive language, or unsubstantiated or comparative claims, regarding NBBI or any services.

(I) Marketer will not copy or distribute in any medium any part of this ToolBox or the services found at this ToolBox, except where expressly authorized by NBBI.

(J) Marketer will not modify or alter any part of this ToolBox or any product found within this ToolBox any of its related technologies.

(K) Marketer will not access NBBI content or Marketer content through any technology or means other than through the ToolBox itself, or as NBBI may designate.

(L) Marketer will back-up all of Marketer's content so that Marketer can access and use it if needed.

(M) Marketer will not use this ToolBox or the services found at this ToolBox, including any of NBBI related technologies, for any commercial use without NBBI's express prior written consent.

(N) NBBI reserves the right to modify, change, or discontinue any aspect of this ToolBox or the services found at this ToolBox at any time

(O) that posting or publishing content to this ToolBox or to the services found at this ToolBox, Marketer represents and warrants to NBBI that (i) Marketer has all necessary rights to distribute content via this ToolBox or via the services found within this ToolBox, either because Marketer is the author of such content and has the right to distribute the same, or because Marketer has the appropriate distribution rights, licenses, consents,

and/or permissions to use, in writing, from the copyright or other owner of the content, and (ii) Marketer does not violate the rights of any third party.

(2) Prohibited terminology. Marketer shall not use the following terms from the insurance industry in any written communications, or on the Marketer's website(s) or ToolBox, which describe NBBI's or product discount plans:

- Insurance,
- Benefits,
- Coverage,
- Deductible,
- Co-pay

Marketer must disclose to Members in a clear and conspicuous manner in all oral and written communications and on any Marketer websites or ToolBox that NBBI's or product discount plans are not insurance.

(3) Commission payments and fees. Commissions are paid monthly. The minimum payment made at any one time will be \$25.00. Net commissions less than \$25.00 will be carried over until the Marketer has accumulated \$25.00 as long as he/she remains an active Marketer. A Marketer is an "Active Marketer" if Marketer's contract has not been terminated and Marketer's contract is good standing. Payments will only be made by direct deposit to Marketer's bank account. Marketers of NBBI will have a monthly ToolBox fee as outlined in Exhibit C. This amount will be drafted from the account used in the ToolBox signup. Marketer hereby agrees that the ledger accounts of NBBI shall be competent and sufficient prima facie evidence of the state of accounts between parties hereto and the failure of Marketer to object in writing to any statement of account furnished by NBBI to Marketer, within (90) days from the date such statement is furnished, shall render such statement a correct account as between NBBI and Marketer. This Agreement is executed as of the date approved by NBBI. Other products may be added or commissions adjusted on new business by addendum.

(4) Commission payments and fees. Marketer acknowledges that illegal marketing of the Program, including but not limited to unlawful telemarketing practices and unsolicited fax transmittal activities as defined in the Telephone Consumer Protection Act ("TCPA") under 47 U.S.C. section 227 (<http://www.fcc.gov/cgb/consumerfacts/tpa.html>) as well as unsolicited bulk electronic mail as defined in the CAN-SPAM Act of 2003 (<http://www.spamlaws.com/federal/108s877.html>), is strictly prohibited.

EXHIBIT B (AGENT/BROKER) - SERVICES PROVIDED MARKETER

Below is a description of the services provided to Marketer as defined by the membership enrollment package currently enrolled in by Marketer ("Membership Enrollment Package").

1. Membership Enrollment Package 1 ("Basic"): The Basic ToolBox platform comes ready with:
 - (A) Marketer website and e-commerce platform,
 - (B) ability to load Marketer's contact information,
 - (C) ability to insert and edit the Marketers 'About Us' and 'What We Do' pages with Marketer's information,
 - (D) access to back office tools including but not limited to lead and client management,
 - (E) pre-loaded health discount products,
 - (F) pre-loaded specialty insurance products (licensing required by Marketer), and
 - (G) complementary access to a lifestyle savings program for Marketer's personal use.