

NATIONAL BENEFIT BUILDERS, INC.
Independent Representative Agreement
Policies and Procedures

I. Marketing Plan

Representative shall earn the Compensable Claim Fee stated below multiplied by the number of Compensable Claims for the applicable month. A Compensable Claim means each purchase of pharmaceuticals, attributed to the Representative by virtue of the Representative's unique ID number, which is less than the pharmacy's Usual and Customary Charge and for which National Benefit Builders, Inc. (hereinafter "NBBI") has been compensated for by the Pharmacy Benefit Manager.

The Compensable Claim Fee is as outlined in the Independent Representative Agreement.

Please Note: There is a lag of 60 days before the drug transaction works through the system and is paid to us. You will receive your payment once the amount due paid to us is available. It will then be deposited to your bank account.

II. Marketing Compliance Regulations

As a Representative I additionally agree to the following:

A. Representative shall not accept payments from consumers for the drug card.

B. Representative will not represent expressly or by implication to consumers that NBBI's discount card plan offers ranges of discounts or savings on prescription drugs that are not specifically authorized by NBBI.

C. Representative shall not use customer testimonials unless:

- (1) The representations of savings have a factual basis;
- (2) The savings are solely the result of using NBBI's health discount card plans and not the result of combining NBBI's plans with any other type of discount plan or insurance;
- (3) Full name, address, city and state of the member are made available to the consumer upon request; and
- (4) Representative discloses if the member is or has been an employee, representative or private label reseller that markets or sells NBBI's plans.

D. Representative shall not use the following terms from the insurance industry in any written communications, or on the Representative's websites, which describe NBBI's drug discount card plans:

- Insurance
- Benefits Coverage
- Deductible Co-pay

E. Representative must disclose to consumers in a clear and conspicuous manner in all oral and written communications and on any Representative websites that NBBI's Drug Discount card is not insurance.

F. Disclose in bold, capital letters in at least 10-point font "THIS IS NOT INSURANCE" on the front of each identification card.

G. ALL marketing materials (websites, flyers, brochures, postcards and all other materials promoting or describing the discount card program), whether hard copy, fax or electronic, MUST BE PRE-APPROVED BY NBBI.

III. Commission payment

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 Representative has accumulated \$25.00 as long as he/she remains an Active Representative. A Representative is an Active Representative if his/her contract has not been terminated and his/her contract is in the initial term or is currently renewed.

Failure to keep banking information accurate and current will lead to the forfeiture of commissions and the termination of the Independent Representative Agreement prior to the end of the current term.

IV. Rep Enrollment Fee

The initial enrollment fee to become a Representative for NBBI is \$79.95 (\$49.95 for people 62 and over). The annual renewal fee to remain a Representative shall be \$29.95. When a renewal fee is due, unpaid commission will be applied to the renewal fee.

V. Supplies

Your initial 7,500 cards that are included in the initial enrollment fee will come from an NBBI supplier. Additional cards can be ordered directly from the NBBI supplier. Representative may choose to order additional cards directly from their own sources, as long as NBBI has approved the card in writing every time you order cards with your own sources.

VI. Transfer of Distributorship

A Distributorship may be bequeathed or transferred, assigned or sold (Transfer) with the written consent of NBBI. If the distributorships being transferred have different sponsors, then those sponsors must agree to the Transfer.

VII. Sponsorship Protection

Household members are encouraged, but not required, to operate a distributorship jointly. Household members desiring their own individual distributorship must have the same sponsor, to avoid the appearance of stacking and to protect the integrity of lines of sponsorship. A Representative or their spouse or any household member or any corporation, trust, partnership, or entity in which they are an owner, partner, director, or board member, must have the same sponsor. NBBI shall not be responsible for monies paid in violation of this section.

VIII. Prohibited Marketing Practices

Representatives are prohibited from performing the following:

1. Sending unsolicited mail, email or faxes to any pharmacy or pharmacist, visiting a pharmacy or pharmacist for the purpose of solicitation. This does not preclude responding to a pharmacy's or pharmacist's request for more cards or information which must be in writing from the pharmacy or pharmacist. A copy of such request must be sent to NBBI.
2. The physical distribution of cards to customers within or on the premises (including the parking lot) of a pharmacy.
3. Receiving or accruing compensation from any other supplier or entity that supplies cards providing discount prescriptions other than from Company or entity approved by Company or facilitating other independent representatives in leaving the Company's Program to join another similar program. Such activity forfeits all present and future compensation from the Company.
4. Willfully or knowingly replacing the cards or marketing materials at any facility that have been previously placed by another representative without the express written permission of NBBI.

IX. Marketing Incentives

From time to time, NBBI, in its sole discretion, may create various incentive programs for its Representatives. These incentive programs may include, but are not necessarily limited to, awards programs, contests and recognition programs. The terms under which these various program are conducted or terminated would be at the sole discretion of NBBI.