



Strategic Alliance Application Form For SmartConnect Services

SmartMatch Insurance Agency, LLC located at 120 W. 12th St., Suite 1700, Kansas City, MO 64105 ("SmartMatch") and _____ ("Strategic Partner") are hereby entering into a strategic alliance ("Strategic Alliance") as of _____ ("Effective Date"), whereby SmartMatch will provide Strategic Partner clients, customers, and or employees ("Group Members" or "Prospects") information around Medicare eligibility and enrollment guidance and access to various insurance products & services (the "SmartConnect Program").

Strategic Partner Name: _____

Strategic Partner Address: _____

Total Employee Population: _____

SmartConnect Platform Selection: **Active** **Active+**

By signing this form you hereby agree to the Strategic Alliance Terms and Conditions attached hereto as of the Effective Date.

Strategic Partner Acknowledgement

Signature: _____

Name: _____

Title: _____

Date: _____

STRATEGIC ALLIANCE TERMS AND CONDITIONS

1. Representations, Warranties & Compliance with Laws. Each party represents and warrants to the other that it is duly licensed, authorized and certified by all applicable governmental and regulatory authorities to operate its business as it is now conducted and, that during the course of this Strategic Alliance, it will acquire and maintain appropriate licenses, authorizations, and certifications from all applicable governmental and regulatory authorities required to perform its obligations hereunder. Each party represents and warrants that (i) it has the right, power and authority to enter into this Strategic Alliance, and by entering into this Strategic Alliance it is not violating the terms of any other agreements with third parties; (ii) all representations made on its respective website regarding its products or services shall be truthful, lawful, and not misleading; (iii) it will comply with all terms and conditions of this Strategic Alliance; (iv) this Strategic Alliance constitutes such party's legal, valid and binding obligation, and each party agrees not to contest the validity or enforcement hereof.

2. Services. During the term of this Strategic Alliance, the Strategic Partner will provide, or will cause Group Members to provide, Prospect data, including but not limited to names, age, address, phone, and email, to SmartMatch for the SmartConnect Program. The SmartConnect Program may include direct mail and digital marketing campaigns in all fifty states regarding Medicare eligibility and enrollment and related insurance products. The SmartConnect Program may include co-marketing materials with Strategic Partner and other SmartMatch affiliates and partners, including brands and logos; provided however, Strategic Partner shall not use any literature or other materials describing the SmartConnect Program, or mentioning SmartMatch's name or the names of SmartMatch affiliates and partners without the prior written approval of SmartMatch. SmartMatch will be permitted to indicate to Group Members and Prospects that SmartMatch is an affinity partner of Strategic Partner.

2.1 Description of SmartMatch's responsibilities

- Provide Medicare and ancillary insurance product education, sales, and enrollment support services to individuals who are approaching Medicare eligibility or who are Medicare eligible.
- Conduct communications, including preparation and dissemination of messages and solicitations for marketing to eligible employees and, as applicable, retirees.
- Conduct, or cause to be conducted, all enrollment processing for the solution, including preparation of application forms that conform to the insurance carrier filings and underwriting parameters; dissemination and subsequent acceptance of completed application forms; review of completed applications; and coordination of the issuance process with the issuing carrier.

2.2 Description of Strategic Partner's responsibilities.

- Strategic Partner will provide an eligible employee census file in SmartMatch's required format containing the following data at minimum: individual's first and last name, street address, city, state, zip code, phone number, date of birth, gender full-time / part-time status, benefit eligibility indicator, current medical plan election current enrollment tier, email address.
- Strategic Partner will promptly review, test, and approve the census file and communications, and resolve any data issues arising from transfer from data provider.
- Strategic Partner will permit SmartMatch to inform eligible employees and, as applicable, retirees regarding the availability of the solution in compliance with CMS guidelines.
- Strategic Partner will cooperate in SmartMatch's development of communications and use of all of the Strategic Partner communications channels necessary for dissemination thereof, including interoffice distributions, e-mail and direct mail to the residential addresses of eligible employees and, as applicable, retirees, and the employee benefits pages of Strategic Partner's intranet site.
- Strategic Partner agrees and acknowledges that the carriers or products offered pursuant to the program may be modified or discontinued at any time.

3. Non-ERISA. The SmartConnect Program is designed as an educational resource for Prospects, and SmartMatch does not provide any investment advice, within the meaning of Section 3(21) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Nothing in this Strategic Alliance shall result, or is intended to result, in the formation of an employee benefit plan under ERISA. Strategic Partner acknowledges and agrees that SmartMatch is not undertaking to provide legal, ERISA or tax advice in connection with the Smart Connect Program. Strategic Partner covenants to refrain from making any statement or other inference to a Prospect that SmartMatch is a fiduciary within the meaning of ERISA or any other applicable law, with respect to the Smart Connect Program.

4. Termination. This Strategic Alliance may be terminated upon 60 days' prior written notice by either party to the other for any reason. Except as otherwise provided in this Strategic Alliance, all representations, warranties, covenants and obligations of the parties contained in this Strategic Alliance shall terminate upon the termination of this Strategic Alliance.

5. Non-Exclusive. Nothing in this Strategic Alliance shall be construed to prohibit either party from entering into similar agreements with other parties. The parties acknowledge, confirm and agree that they are independent contractors and nothing contained in this Strategic Alliance shall be construed to create the relationship of joint-venturers, co-partners, franchise, principal/agent relationship or relationship or any other similar relationship, the existence of which is hereby expressly denied by the parties. Neither party shall be liable to any third party in any way for any engagement, obligation, contract, representation, transaction, negligent act or omission to act of the other except as expressly provided herein or as required by law.

6. Proprietary Information.

6.1 SmartMatch. Strategic Partner acknowledges and agrees that SmartMatch owns all right, title and interest in the Smart Connect Program and SmartMatch products and services, related data and other technology owned or licensed by SmartMatch, any and all materials and content provided by Smart Match to Strategic Partner, Group Members or Prospects in connection with this Strategic Alliance, any and all trademarks and trademark applications, service marks, trade names, logos, patents, patent applications, trade secrets and other proprietary rights owned or licensed by SmartMatch, all improvements, updates, upgrades and additions developed by SmartMatch and all associated intellectual property rights relating to or in connection with the foregoing (the "SmartMatch Proprietary Rights"). Nothing in this Strategic Alliance shall confer in Strategic Partner any license or right of ownership in the SmartMatch Proprietary Rights, except as expressly provided herein. Strategic Partner shall not now or in the future contest SmartMatch's ownership of the SmartMatch. Proprietary Rights, or the validity of any intellectual property rights registrations made by SmartMatch with respect thereto. No licenses are hereby granted by SmartMatch except for those expressly set forth in this Strategic Alliance. Strategic Partner expressly acknowledges and agrees that SmartMatch's remedy at law for any breach of the obligations under this Section would be inadequate and Strategic Partner agrees and consents that temporary and permanent injunctive relief may be granted in any proceeding that may be brought to enforce any provisions of this Section, without the necessity of proof of actual damage, in addition to any other relief which may be available at law or in equity. This Section will survive termination of this Strategic Alliance.

6.2 Strategic Partner. SmartMatch acknowledges and agrees that Strategic Partner owns all rights, title and interest in the Strategic Partner name and the names and intellectual property rights of Strategic Partner and Strategic Partner's affiliates (the "Strategic Partner Rights"). Nothing in this Strategic Alliance shall confer in SmartMatch any license or right of ownership in the Strategic Partner Rights, except as expressly provided herein. SmartMatch shall not now or in the future contest Strategic Partner's ownership of the Strategic Partner Rights, or the validity of any intellectual property rights registrations made by Strategic Partner with respect thereto. No licenses are hereby granted by Strategic Partner except for those expressly set forth in this Strategic Alliance.

7. Compensation.

7.1 Compensation due and payable to SmartMatch shall be set forth in the attached Exhibit A. Unless otherwise agreed to, payments shall be due within thirty (30) days of the date of receipt of an accurate invoice. If an invoice is disputed in good faith, the parties shall have a good faith discussion to resolve the dispute promptly. Payment shall be made via ACH unless another method is mutually agreed upon by the parties. No terms on any invoice shall amend the terms of this Agreement. The Strategic Partner will pay the SmartConnect service fee on either an annual or quarterly basis. The SmartConnect service fee is due within thirty (30) days of the service Effective Date.

7.2 SmartMatch receives compensation from insurance carriers with which placements are made in accordance with agreements between SmartMatch and the applicable insurance carrier.

8. Notice. All notices required under this Strategic Alliance shall be delivered in writing and directed to the address listed party in the application for the Strategic Alliance. Each party may change the place to which notice will be sent or delivered by providing written notice thereof to the other party. Any notice permitted or required by this Strategic Alliance shall be in writing and shall be deemed to be delivered and received (a) when personally delivered, (b) on the fourth (4th) business day after the date on which deposited in the United States postal mail, certified or registered mail, postage prepaid, return receipt requested, (c) on the next business day after the date on which deposited with a regulated public carrier of national standing (e.g. Federal Express), prepaid, addressed to the party for whom intended, or (d) on the next business day after the date on which sent via facsimile or email (with a paper copy to follow).

9. Publicity. Neither party will advertise, market or otherwise disclose to any third party any information related to the making of this Strategic Alliance, nor use the other party's name, trademarks or service marks in any fashion except as expressly authorized in writing by such party in writing.

10. Confidential Information.

10.1 "Confidential Information" means all of the trade secrets and other non-public business or financial information, marketing initiatives, lead access system, customer management system, business methods, procedures, know-how and other information of every kind that relates to the business of either party that is disclosed by either party to the other, in any form or medium, whether or not marked or identified as confidential at the time of disclosure, and includes, without limitation, financial information, strategies, plans for potential expansion and marketing initiatives and all other non-public information of a party. Each party will hold the other party's Confidential Information in confidence and will safeguard and provide at least the same degree of protection and security as such party holds its own Confidential Information and no less than reasonable security, and each party will use the other party's Confidential Information solely for purposes of performing its obligations under this Strategic Alliance.

10.2 It shall not be a breach of this Strategic Alliance in the event a party discloses Confidential Information of the other party which: (a) is publicly known other than through a wrongful act or omission of the receiving party; (b) was available to or already known by the recipient on a non-confidential basis prior to its receipt from the disclosing party; (c) is developed by the recipient independently of any information acquired from the disclosing party; (d) becomes available to the receiving party on a non-confidential basis from a third party, provided that the receiving party has no reason to believe the disclosing third party was bound by an obligation of confidentiality; or (e) is disclosed pursuant to a court order or the requirement of any governmental authority (in which case the receiving party will promptly notify the disclosing party of any such order or requirement (if allowed by law), and reasonably cooperate, at the disclosing party's request and expense, in any effort to obtain a protective order from the issuing court or governmental authority limiting disclosure and use of the information). Each party will, immediately upon request or the termination of this Strategic Alliance, return or destroy (at the disclosing party's request) all Confidential Information and all copies and embodiments thereof, except to the extent required to be maintained for archival purposes or legal obligations.

10.3 Notwithstanding any other provision in this Strategic Alliance, each party acknowledges and agrees that due to the unique nature of the other party's Confidential Information there may be no adequate remedy at law for any breach of its obligations under this Section. Therefore, upon any such breach or any threat thereof, the non-breaching party shall be entitled to appropriate equitable relief, including without limitation injunctive relief against any breach hereof, in addition to any other remedies the non-breaching party might have at law. Each party agrees that it shall not request the posting of bond in the event a non-breaching party seeks injunctive relief pursuant to this Strategic Alliance.

11. Choice of Law; Jurisdiction. This Strategic Alliance will be governed by, construed under and enforced in accordance with the laws of Missouri, without regard to its conflict of laws rules. The parties agree to submit to the jurisdiction of the federal and state courts residing within the city of Kansas City, in the state of Missouri. Nothing herein will prohibit a party from seeking a temporary restraining order, preliminary injunction or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage or to preserve the status quo, and each party agrees that any such relief shall not require the requesting party to post bond. This Strategic Alliance contains the entire agreement of the parties with respect to the subject matter hereof and there are no other oral or written agreements or understandings in regard to the subject matter hereof. This Strategic Alliance may be altered or amended only by a written instrument executed by both parties. This Strategic Alliance is not assignable by either party in any manner, by operation of law or otherwise, without the prior written consent of the other party. Neither party may delegate any of its duties under this Strategic Alliance without the prior written consent of the other party. This Strategic Alliance is made pursuant to and shall be governed under and by the laws of the State of Missouri, excluding the choice of laws provisions thereof.

12. Effective. This Strategic Alliance shall be effective as of the Effective Date and shall remain in effect until terminated pursuant to Section 4. This Strategic Alliance may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. A facsimile or electronic copy of this Strategic Alliance shall be deemed to be an original.

EXHIBIT A: STRATEGIC ALLIANCE MARKETING FLAT FEE PROGRAM

Marketing flat fee amounts cover the costs associated with marketing and administration of the SmartConnect Program paid by the Strategic Partner. Marketing flat fee amounts will be due and payable on a quarterly or annual basis, based on the Strategic Alliance agreement signature date. Any payments made outside of this timeframe are at the sole discretion of SmartMatch. All Marketing Fund Allocation amounts will be payable in U.S. dollars. Each Party shall be responsible for payment of any sales, use, excise, value-added, services, consumption, withholding, income and other taxes payable that are applicable due to receipt of a Marketing Fund Allocation amount.

Compensation payable to SmartMatch from a policy placed utilizing Prospect data obtained under this Agreement may be subject to disclosure or reporting by the Strategic Partner to any insurance carrier, government or regulatory agency or to any third party, including any Strategic Partner Group Member, prospective Strategic Partner Group Member, or Prospect thereof. Strategic Partner will determine, in its reasonable discretion, the party or parties to which it will disclose any such compensation, the frequency with which it will make any such disclosures, and the amount and type of compensation required to be disclosed. SmartMatch agrees to disclose any compensation that SmartMatch receives under this Agreement as required by applicable law.

Marketing Flat Fee Schedule

TOTAL EMPLOYEE POPULATION	ACTIVE ANNUAL FEE	ACTIVE+ ANNUAL FEE
0-500 Lives	\$1,000	\$2,000
501-1,000 Lives	\$2,500	\$5,000
1,001-5,000 Lives	\$5,000	\$10,000
5,001-10,000 Lives	\$7,500	\$15,000
10,001-20,000 Lives	\$10,000	\$20,000
20,001+ Lives	\$15,000	\$30,000

Marketing Fees may change at any time, and will be subject to notice to the Strategic Partner.

Each party agrees to promptly notify the other (within 90 days of any payment) upon becoming aware of an incorrect payment amount and each Party agrees to promptly remit to the other any amounts overpaid or underpaid, as applicable, pursuant to this Agreement. An overpayment error may be corrected by refunding the other Party or by offsetting the overpayment against future compensation and notifying the other Party of the offset and the reason for it.

Regardless of when Marketing fee amounts are actually paid, SmartMatch will deliver to the Strategic Partner not less than annually a calculation of the amounts payable. SmartMatch shall keep throughout the term of this Agreement and for a period of ten years following the termination of this Agreement, accurate and complete records of all such amounts.

In addition, SmartMatch shall report the following to the Strategic Partner on an annual basis:

- Conversion rates (responses/contacts) by policy type for the Strategic Partner portfolio of clients
- Enrolled policies with the Strategic Partner portfolio of clients (broken out by client where applicable)
- Breakdown of sales, by policy type, for the Strategic Partner portfolio of clients