

NATIONAL BENEFIT BUILDERS, INC.  
Independent Representative Agreement

I hereby apply to become an Independent Representative, hereinafter (“Representative”) for National Benefit Builders, Inc. (hereinafter “Company”) to market their Drug Plan program, hereinafter (“Program”).

As a Representative, I understand and agree to the following (“Agreement”):

1. I am the greater of 18 years of age or the legal age of consent in the state in which I reside.
2. I shall become a Representative upon acceptance of this application by the Company. As a Representative, I shall have the right to introduce the Program to individuals, groups, associations and other affinity organizations. The Company reserves the right to deny an application for any reason.
3. I have carefully reviewed the company’s policies and procedures and acknowledge that they are incorporated as part of this Agreement in their present form and as modified from time to time by the Company. The company will notify me when any changes are made to policy and procedures.
4. I understand that upon acceptance of this application by the Company, I will be an independent contractor responsible for my own business and not an employee of the Company. I will not be treated as an employee in regard to any laws covering employees, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act or income tax withholding at source for any federal, state or local laws.
5. I acknowledge that as a wholly independent contractor, I am not purchasing a franchise or exclusive distributorship and no fees, other than an annual Representative enrollment/administrative fee, will be required from me for the right to distribute the Company’s products pursuant to this Agreement. This Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, legal representative, partnership or joint venture between any representative, sponsor, and/or the Company.
6. As an independent contractor and Representative, I will:
  - a. Abide by any and all federal, state and local laws, rules and regulations pertaining to this Agreement and/or the acquisition, receipt, distributing or advertising of Company products, including those laws specifically regulating discount prescription drug cards.
  - b. Be solely responsible for declaration and payment of all local, state and federal taxes as may accrue because of my activities in connection with this Agreement.
7. The term of the Agreement is for one year, beginning on the date on which it is accepted by the Company unless sooner terminated. Representative shall have the right to terminate this Agreement at any time and for any reason, upon 15 days written notice to the Company. If I wish to continue acting as a Representative after the term of this Agreement has expired, I will be guaranteed renewal of the Agreement annually as long as I am in compliance with the renewal procedure applicable at the time of my initial enrollment.
8. If the company terminates this Agreement for cause, Representative shall immediately discontinue offering Company’s Programs. If Representative is terminated for cause, Representative agrees that he/she has forfeited all his/her commissions, overrides, and bonuses.
9. I agree that prior written consent of the Company is required, but not limited to, for the following:
  - a. To advertise Company products.
  - b. For issuance of Representative rights in a company or corporate name.
  - c. To receive or accrue compensation from, recruit representatives for, or facilitate the recruiting of representatives for, any other entity that provides discounted drugs.
10. In order to maintain a viable marketing program and to comply with changes in federal, state and/or local laws or economic conditions, the Company will provide Policies and Procedures for Representatives. This in no way affects the status of a Representative as an independent contractor. These Policies and Procedures may change from time to time. There may also be modification of the Company’s Compensation Program. Such Policies and Procedures and Compensation Program, including all plan modifications, and changes thereto, shall upon notice to the Representative become a binding part of this Agreement.
11. I agree to familiarize myself with the Program, as contained in Company training, promotional, and marketing guides. I will not use the Company name, or trade name, logos, copyrighted material, trademarks or service marks of the Company and/or its vendors except in materials provided by the Company or approved in writing by the Company prior to their use by me. I also agree to not make any representation of the Company or its products, or make any statements, claims or warranties regarding the products that are not contained in Company approved written materials. In particular, I agree that I will make no statement, claim or representation, express or implied, that any Company product is insurance or is intended to replace any existing insurance coverage. I understand that violation of the above will result in immediate termination for cause. I also acknowledge that I have no authority to bind the Company by any promise or agreement to incur any debts or liability whatsoever in the name of The Company or on its account.
12. I understand that the Company may immediately terminate this Agreement for cause,
  - a. if I misrepresent the Company, its products or business opportunity, or violate any requirement contained in this Agreement, Company policy and procedures, or training manuals, or if I fail to conduct a distributorship according to the principles of good conduct and business ethics.
  - b. if I dissolve my business or file for bankruptcy.
  - c. if I fail to comply with all federal and state laws including, but not limited to solicitation and advertising laws.
  - d. If I encourage other independent representatives in leaving the company’s discount drug program to join another program similar to Program without our approval.

13. I recognize that the sole compensation from the Company is the monies earned in accordance with this Agreement at the rates set below. The Company shall be responsible for payment of commissions only if and when the Company is compensated by the pharmacy benefit manager. The Company shall not compensate or reimburse a Representative for any expenses it may occur unless written approval for such compensation or reimbursement was obtained from the Company prior to the occurrence of such expense.
14. This Agreement is not in force until accepted by the Company.
15. This Agreement shall be governed by the laws of the state of New Jersey. The parties agree that any and all claims, disputes and other matters between the parties shall be settled through binding arbitration to take place in Morris County, in New Jersey.
16. I am certifying that the number I am showing on this form is my correct taxpayer identification number.
17. I will not contact Company's network providers for marketing purposes or to resolve consumer issues unless given written consent by Company. All contacts with providers must be done through Company's provider relations department. Such violation is grounds for termination for cause.
18. I acknowledge that during the term of this Agreement, and for a period of twelve (12) months after the termination of this Agreement for any reason, that I, or any entity that I, directly or indirectly, have an interest in, will not enter into any agreement with any network supplier including the one that Company utilizes to create the Program that I am, by virtue of this Agreement, authorized to offer or distribute, unless the network supplier material fails to serve the Program at the level it is currently providing.
19. The company may choose to assign to you as a Representative an email address to use in accordance with the Company's policies and procedures and I acknowledge that the Company owns the email address and may eliminate access to the email address at any time for any reason. I further acknowledge that I will only have access to any assigned email address as long as I am an Active Representative. I agree that I will use only this email address while conducting business for Company products and no other business, personal or otherwise, is to be conducted with this email address. I also agree that each email that I write or reply to will contain the company approved disclaimer that is to be reproduced and included with your approved salutation in each email. You will receive the disclaimer and instructions for updating the disclaimer if you are assigned an email address. The Representative further agrees that the emails are not to be used with attachments of, or links to, anything other than Company approved attachments or links. I also acknowledge that the grammar, structure and language of any email reflect on both myself and the Company and will take my best effort at constructing the email. I acknowledge that the Company has the right to inspect, review and respond to any and all emails received or sent utilizing the assigned email address at any time and for any reason. I acknowledge that spam or any sending of mass emails is never allowed and will result in termination of this Agreement.
20. I acknowledge that the Company recognizes no exclusive territories and that I may conduct business in any state or area unless the Company has not approved that state or area for marketing.
21. I understand that failure on the part of the Company to enforce strictly any of the terms, conditions or provisions in this Agreement will not be a waiver of any terms, conditions or provisions, nor can the Company be prevented from requiring strict compliance in the future.
22. I understand that this Agreement constitutes the entire agreement between the parties, and no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing. If any provision of this Agreement is held to be invalid, all other provisions shall remain valid and enforceable.
23. The number of Compensable Claims that has been reported to the Representative for March, 2010, will become the Representative's Basis ("Basis").

The rate that will be paid to this Representative for each Compensable Claim will be \$1.25.

A one level commission override of \$0.25 cents per Compensable Claim will be paid on the Compensable Claims produced by any broker that you refer to us.