

## **AFFILIATION AGREEMENT**

THIS AFFILIATION AGREEMENT (the “Agreement”) is entered into between Velapoint LLC, a Washington limited liability company (“Company”) and \_\_ (Company name) \_\_, LLC., a \_\_ (state) \_\_ limited liability company (“Affiliate”).

### **RECITALS**

A. Company is a licensed insurance broker holding licenses in all 50 states, has appointments with many of the nation’s major insurance companies and is in the business of helping individual consumers procure personal insurance policies.

B. Affiliate is \_\_\_\_\_.

C. Affiliate desires to provide leads to Company and receive remuneration for such services.

D. Company and Affiliate (together the “Parties”) wish to set forth the terms of their agreement herein with respect to lead services and remuneration.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **SECTION I. SERVICES**

Section 1.1 Lead Services. Affiliate shall provide leads to Company in the areas of health, life, and supplemental insurance. Affiliate’s leads will be both inbound inquiries (phone, and email) and inquiries and quotes from a user-initiated Internet based insurance quote request system. Affiliate agrees to advertise Company’s insurance quoting system and capabilities in a manner that will enable the Parties to obtain lead information (i.e., name, phone number, zip code and email address) and/or {receive/make} phone calls.

Section 1.2 Tracking and Reporting. Company shall provide to Affiliate all information regarding sales, status of leads, the sales (submitted applications) by providing Affiliate with log-in access to Company’s Internet-based CRM system to view and run standard and ad-hoc reports on all real-time leads and policy holders Affiliate provides to Company. Affiliate shall not disclose any Company data or information to any other person or entity other than Aspirion Healthcare, Georgia Professional Exchange, ISU Paragon, or Forsyth Insurance without prior consent of Company.

Section 1.3 Commercially Reasonable Efforts. Subject to the terms and conditions of this Agreement, each of the Parties hereby agrees to use commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary or proper to consummate and make effective the purposes and objectives of the Agreement.

Section 1.4 Exclusivity. Affiliate will not send the leads it provides Company to any other entity that is similar and / or competitive to Company that Company offers.

Section 1.5 Grant of License. All Lead Gen Data provided by Affiliate is licensed by Affiliate to Company for Company’s sole use on a non-exclusive and non-transferable basis, and shall not be

disclosed or made available in whole or in part to any third party. The Data shall at all times remain the property of Affiliate and/or the sources that have supplied all or part of the Data to Affiliate. Company agrees and recognizes Company has no proprietary rights in the Data.

**Duration of License:** In exchange for the license Company agrees to pay Affiliate as outlined in Section 2.1. Any violation of the License will subject Company to an additional commission fee per lead billing for the full amount of the commission fee per lead at the time the Data was licensed to Company, for each violation of this provision.

**Manner of Use:** Company will use the Data in accordance with all federal, state and local laws, relevant Direct Marketing Association Guidelines, and in a manner which gives due consideration to matters concerning privacy, confidentiality, good taste, and other issues to which individual and business consumers may be sensitive. The Data may not be merged or incorporated with any other file without the express written consent of Affiliate. The Data may not be used to enhance a file or list owned by any third party, to develop any list, enhancement or product, or to prepare, publish, clean or maintain any directory without the express written consent of Affiliate.

## **SECTION II. COMPENSATION**

**Section 2.1 Compensation.** As of the Effective Date, Company will pay Affiliate a portion (split) of revenue Company receives from policies issued to clients Affiliate referred to Company. The commission splits will be: 30% of revenue received to Affiliate

**Section 2.2 Payment Timeframe.** Company has primary responsibility to verify accuracy of the commission files and/or statements from carriers. Affiliate will have log-in access to Company's CRM system to review the commission information. Affiliate also has the right upon 10 days written notice, to audit Company's records relating to its commission tracking on those clients sourced from Affiliate. Affiliate's expenses for conducting an audit will be borne by Affiliate unless a violation or error is discovered during the audit that exceeds \$2,000, at which point Company will be responsible for all audit expenses.

**Section 2.3 Payment Timeframe.** Company will pay Affiliate its ration once per month on the 15th of each month for all revenue received by Company during the prior month.

## **SECTION III. TERM AND TERMINATION**

**Section 3.1 Term.** The Agreement shall be effective as of the Effective Date and shall continue for a twelve month period following the Effective Date unless otherwise terminated pursuant to Section 3.2 below. This Agreement shall automatically be renewed for additional one-year terms unless either Affiliate or Company notifies the other party in writing on or before sixty (60) days prior to the expiration of the term of the election not to renew the Agreement. The period of time between the Effective Date and the termination of the Agreement shall be referred to herein as the "Term."

Section 3.2 Termination. Affiliate and Company shall each be entitled to terminate this Agreement: (i) at any time that changes in applicable laws and regulations, or the direction of order of any regulatory Company or court, substantially restrict its ability to perform hereunder; (ii) in the event of a material breach or default by such other party in its obligation or performance under this Agreement and the failure by such party to cure such breach or default within thirty (30) days after written notice specifying the nature of such default is given; or (iii) in writing by either party with a thirty (30) days prior notice.

Section 3.3 Continuous Liabilities. As expressed in Section II, the termination of this agreement will not release Company from liability of outstanding payouts due to Affiliate either prior to or after termination of the agreement.

#### **SECTION IV. CONFIDENTIALITY, NON-SOLICITATION**

Each of the Parties hereto acknowledge that all Confidential Information (as defined below) of the other Parties, including, but without limitation, all business plans, designs, pricing, customers, production techniques, production formulations, marketing materials, product applications, both current and future, sources of supply, other documents and trade secrets and all other non-public information, (the "Confidential Information"), except as provided in clauses (a) through (d) below; was acquired, designed, and/or developed by them at great expense; is secret, confidential and unique, and constitutes their respective trade secrets and exclusive property, and that any use by either Party of any such trade secrets and Confidential Information of the other Party, other than in accordance with the terms of this Agreement, would be wrongful and would cause irreparable injury. Each Party hereto, will keep, file and store such Confidential Information in a manner consistent with its confidential nature. The Parties shall not, at any time, disclose, or divulge, to any person, firm or corporation, or use or suffer the use by any third party for any purpose, without prior written consent, other than solely as permitted hereunder, or required in accordance with the terms of this Agreement, directly, for its own benefit, or the benefit of any person, firm, or corporation, any such Confidential Information of the other obtained from, or through them. The commitments hereunder with respect to Confidential Information shall not extend to any part of such Confidential Information which: (a) was known prior to disclosure by the other party through no wrongful act of the Party receiving the confidential information; (b) was known, or available, to the public prior to disclosure by the other Party; (c) becomes known, or available, to the public subsequent to disclosure by the other Party through no wrongful act of the Party receiving the confidential information; or (d) was disclosed to the receiving Party at any time by a third party (other than an affiliate of the receiving Party) having a bona fide right to disclose such information to the receiving Party.

#### **SECTION V. INDEMNIFICATION**

Each Party shall indemnify and hold harmless the other Party and its affiliates, and each of their respective stockholders, directors, officers, employees, members, managers and agents (collectively, the "Indemnified Parties") from and against any and all losses, liabilities, claims, damages costs and expenses (including, without limitation, reasonable attorney's fees), fines and penalties incurred by such Indemnified Parties, directly or indirectly arising from or relating to (a) the business conducted by such Party relating to this Agreement (provided, however that any such claim, loss or liability is not caused

by or attributable to the fraud, gross negligence or willful misconduct of such Indemnified Party) or (b) such Party's material breach of any provision of this Agreement.

**SECTION VI. NON-ASSIGNABILITY**

Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto (whether by operation of law or otherwise) without the prior written consent of the other Party. Any transfer or assignment made without this consent will not relieve the transferor or assignor of duties or obligations under this Agreement. Subject to the preceding sentences, this Agreement and all the terms and provisions of it shall be binding on and shall inure to the benefit of the Parties and their respective legal representatives, heirs, successors and assigns, except as otherwise expressly provided for in this Agreement.

**SECTION VII. NOTICE**

All notices, reports, communications or requests required by, or permitted under, this Agreement, shall be in writing and shall be deemed effective when personally delivered or when mailed by certified or registered first class mail, postage prepaid, by one party to the other, at the following addresses, or any other address of which either party shall notify the other party in writing:

<b>VelaPoint, LLC.</b>	<b>Company Name.</b>
1100 NW Compton Drive	Insert Address Here
Suite 200	
Beaverton, Oregon 97006	
	Attn:

Attn: Aaron Goddard

**SECTION VIII. MISCELLANEOUS**

Section 8.1 Entire Understanding. This Agreement embodies the entire understanding between the Parties pertaining to the subject matter hereof, and all prior agreements among the Parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. The Parties acknowledge that they are not relying on any representation, promise, or other statement, whether written or oral, that is not contained expressly in this Agreement.

Section 8.2 Waiver. No amendment of this Agreement or waiver of any rights hereunder shall be effective unless in writing and signed by the Parties. The failure of a Party at any time or times to require performance of any provision hereof shall in no manner affect the right of such Party at a later time to enforce the same. No waiver by a Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

Section 8.3 Counterparts. This Agreement may be executed in any number of counterparts, all of which shall, for all purposes, constitute one Agreement binding on all of the Parties hereto, notwithstanding that the other Party did not execute the same counterpart.

Section 8.4 Choice of Law. This Agreement and all amendments hereof, and waivers and consents hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without giving reference to principles of conflict of laws.

Section 8.5 No Third party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to create any third party beneficiaries.

Section 8.6 Illegality. In the event that this Agreement, or any of its provisions, or the performance of any provision, is found to be illegal or unenforceable under applicable law now or hereafter in effect, the Parties shall be excused from performance of such portions of this Agreement as shall be found to be illegal or unenforceable under applicable law without affecting the validity of the remaining provisions of this Agreement; provided, however, that (i) the remaining provisions of this Agreement shall in their totality constitute a commercially reasonable agreement, and (ii) should any provision of this Agreement or a portion thereof be found to be illegal or unenforceable, such provision shall be reformed to comply with the requirements of applicable law so as, to the greatest extent possible, to preserve the intent of the Parties with respect to such provision. Nothing herein shall be construed as a waiver of any Party's right to challenge the validity of such law.

NOW, THEREFORE, Company and Affiliate have executed this Agreement on the date indicated below and the Agreement is effective \_\_\_\_\_(month)\_\_\_\_(day), 2014 (the “Effective Date”).

**Company**

**Affiliate**

\_\_\_\_\_  
By: Aaron Goddard  
Title: President

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date: