

LIAZON PARTNERSHIP AGREEMENT

This Liazon Partnership Agreement (together with all Schedules attached hereto, this "Agreement") is made effective as of 5-16-2013 (the "Effective Date"), by and between Liazon Corporation, with an address at 737 Main Street, Suite 200, Buffalo, NY 14203 ("Liazon") and _____ with an address at _____ ("Company") (each, a "Party" and collectively, the "Parties").

WHEREAS, Liazon owns and distributes the Liazon Solution (as defined below); and

WHEREAS, Company, in the normal course of business is a national membership organization of Independent Agencies whose members provides benefits administration, insurance brokerage and related services to employers, and desires to partner with Liazon to distribute employee benefits through the Liazon Solution; and

WHEREAS, subject to the terms and conditions of this Agreement, the Parties wish to jointly launch and co-market the Liazon Solution to employers.

NOW, THEREFORE, in consideration of the promises, and of the covenants and undertakings herein set forth, and of other good and valuable consideration, the sufficiency and receipt of which by each from the other is hereby acknowledged, the Parties agree as follows:

1. Definitions.

- 1.1. "**Broker of Record (BOR)**" means the party who is authorized by a Client installed on the Liazon Solution to represent the Client with respect to matters of insurance consulting and administration and who receives payment from applicable insurance companies. Company will operate as the BOR for all Clients' insurance and employee benefits. Company has the option to assign Liazon as a co-BOR to facilitate commission splits, except where certain legacy agreements with carriers require Liazon to operate as a co-BOR, in which case Liazon shall be automatically deemed to be a co-BOR.
- 1.2. "**Client**" means a business that enters into a Liazon Service Agreement and is either installed, or is in the process of becoming installed, on the Liazon Solution.
- 1.3. "**Confidential Information**" means all of the trade secrets, know-how, ideas, business plans, pricing information, the identity of and any information concerning customers or suppliers, computer programs (whether in source code or object code), procedures, processes, strategies, methods, systems, designs, discoveries, inventions, production methods and sources, marketing and sales information, information received from others that the disclosing Party is obligated to treat as confidential or proprietary, and any other technical, operating, financial and other business information that has commercial value, relating to the disclosing Party, its business, potential business, operations or finances, or the business of the disclosing Party's affiliates or customers, of which the other Party may acquire or develop knowledge during the Term. Without limiting the foregoing, Liazon's Confidential Information includes all Liazon Intellectual Property. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the receiving Party; (ii) is documented as being known to the receiving Party prior to its disclosure by the disclosing Party; (iii) is independently developed by the receiving Party without reference or access to the Confidential Information of the disclosing Party and is so documented; or (iv) is obtained by the receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing Party.

- 1.4. **“Intellectual Property” or “Intellectual Property Rights”** means all inventions and/or works and any and all rights under U.S. and/or foreign patents, trade secrets, know-how, copyrights, and other industrial or intangible property rights of a similar nature; all rights pursuant to grants and/or registrations worldwide in connection with the foregoing and all other rights with respect thereto; all rights under applications for any such grant or registration, all rights of priority under international conventions to make such applications and the right to control their prosecution, and all rights under amendments, continuations, divisions and continuations-in-part of such applications; and all rights under corrections, reissues, patents of addition, extensions and renewals of any such grant, registration and/or right.
- 1.5. **“Law”** means any applicable federal, state or local law, rule, regulation, ordinance or binding order of any court, agency or other governmental authority, including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA).
- 1.6. **“Liazon Service Agreement”** means an agreement between Liazon and each Prospective Client pursuant to which such Prospective Client is granted a license to use the Liazon Solution and thereby becomes a Client.
- 1.7. **“Liazon Intellectual Property”** means Liazon’s Marks (as defined in Section 7.4 below), the Liazon Solution, together with any and all improvements, modifications and derivative works thereof, and all Intellectual Property Rights embodied in any of the foregoing.
- 1.8. **“Liazon Solution”** means Liazon’s proprietary Bright Choices Exchange, which includes: 1) a comprehensive solution for employers where they define their financial contribution to employees and leave specific benefits decisions to their employees; 2) proprietary analysis tools, employee communication elements, and proprietary technology that guides employers and employees; 3) a comprehensive benefits “store” with categories of benefits and appropriate choices within each category, which allows Employees to craft their own personal benefit portfolio across health and financial products; and 4) technology that provides employees with a comprehensive insurance portal, cutting-edge decision support and extensive education and employer-focused technology that provides benefits administration, including enrollment, eligibility, data flow and billing.
- 1.9. **“Prospective Client”** means a Third Party to whom Company markets the Liazon Solution in accordance with the terms and conditions of this Agreement.
- 1.10. **“Third Party”** means any party other than Liazon and Company.

2. License to Market the Liazon Solution to Prospective Clients.

- 2.1. **License Grant.** Subject to the terms and conditions of this Agreement, Liazon hereby grants to Company a limited, non-exclusive, non-transferable, and worldwide license to access, in object code form only, and use, the Liazon Solution over the Internet via the website (the “Website”) provided for the Liazon Solution solely for Company’s internal business use for marketing the Liazon Solution to insurance brokers (each a “Broker”) within Company’s national membership organization (the “Company Purpose”) (all of the foregoing rights, collectively, the “License”). Subject to the terms and conditions of this Agreement, the License includes the limited right of Company to sublicense (each a “Sublicense”) such License rights during the Term only to Brokers (each a “Sublicensee”) solely in connection with the Sublicensees’ internal business use for marketing the Liazon Solution to Prospective Clients (the “Broker Purpose”). Company is solely responsible for ensuring that Sublicensees execute and are subject to an

agreement with Company that contains terms that are no less protective of Liazon than this Agreement and that sufficiently sets forth payment terms as may be necessary to enable Company to satisfy its payment obligations as set forth herein (each a "Broker Agreement"). For the avoidance of doubt, Sublicensees shall not have the right to sublicense the rights granted under this Agreement. Except for the limited License granted to Company herein, Liazon retains all right, title and interest in and to the Liazon Solution, and all Intellectual Property Rights therein.

- 2.2. Limitations on Use.** Company, shall not, and in applicable Broker Agreements shall require Sublicensees not to: (i) use the Liazon Solution for any reason other than for the Company Purpose and/or the Broker Purpose, as may be the case and as specified in this Agreement; (ii) make the Liazon Solution available to any Third Party who has not signed a Liazon Service Agreement (as defined herein); (iii) cause or permit reverse engineering, disassembly, or decompilation of any component of the Liazon Solution; or (iv) use, or permit the use of, the Liazon Solution in violation of any applicable Law.
- 2.3. Marketing Practices.** In marketing the Liazon Solution, Company shall, and in applicable Broker Agreements shall require Sublicensees to: (i) only use marketing materials (including websites, sell sheets, press releases and anything else containing Liazon name that have been either co-developed with Liazon or pre-approved in writing by Liazon; (ii) avoid deceptive, misleading, or unethical practices; (iii) not make any representations, warranties, or guarantees concerning the Liazon Solution on behalf of Liazon, or purport to create any obligation from Liazon to other parties, except as otherwise set forth herein or agreed to in writing by Liazon; and (iv) comply with all applicable Laws.

3. Clients.

In order for a Prospective Client to become a user of the Liazon Solution and therefore, a Client, Liazon must enter into a Liazon Service Agreement with such Prospective Client. Liazon shall have the option of declining any Prospective Client. Liazon acknowledges that the Company too has the right to decline a Client in participating in the Exchange Company is establishing. Liazon acknowledges and agrees that all insurance business placed by Company on behalf of Clients utilizing the Liazon Solution shall belong to the Company; however, nothing in this Agreement will place any restrictions on Liazon's ability to partner with its current or future insurance broker partners who may compete with Company. Liazon will provide to Company pricing that is same as comparably sized entities, which have entered into a comparable partnership with Liazon

4. Responsibilities.

- 4.1. Division of Responsibilities.** The Parties' respective responsibilities are set forth on Schedule A.
- 4.2. Company Personnel.** Company represents and warrants that: (a) its employees and agents ("**Company Personnel**") are the responsibility of Company and solely employees or agents of Company and not of Liazon, and (b) no Company Personnel are Liazon's agents or employees for federal, state, or local tax purposes or any other purposes whatsoever. Company and its Company Personnel have no authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate Liazon in any manner whatsoever, except as expressly permitted hereunder.
- 4.3. Liazon Personnel.** Liazon represents and warrants that: (a) its employees, agents and agents ("**Liazon Personnel**") are the responsibility of Liazon and solely employees or

agents of Liazon and not of Company, and (b) no Liazon Personnel are Company's agents or employees for federal, state, or local tax purposes or any other purposes whatsoever. Liazon and its Liazon Personnel have no authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate Company in any manner whatsoever, except as expressly permitted

5. Financial Terms

- 5.1. **Payment by Liazon to Company.** Liazon shall pay Company in accordance with the terms set forth on Schedule B.
- 5.2. **Payment by Company to Liazon.** Company shall pay Liazon in accordance with the terms set forth on Schedule B.
- 5.3. **Expenses.**
- (a) Company is responsible for funding its own sales and marketing activities. Liazon will reasonably assist in the development of a marketing strategy and tactical support.
 - (b) Company shall be solely responsible for all Company-incurred expenses related to the procurement of Prospective Clients. These expenses include, but are not limited to, sales, technology, legal, and travel-related expenses.
 - (c) Liazon will provide Company with sales and marketing materials in electronic form at no charge.
- 5.4. **Taxes.** Company shall be solely responsible for all sales, use, privilege, ad valorem, excise and other similar taxes or assessments, however designated, as may be levied or based on this Agreement, except for taxes based on Liazon's net income.

6. **Financial Reports.** Liazon will provide Company with financial reports as set forth in the "Payment" section in Schedule B.

7. Intellectual Property Rights.

- 7.1. **Liazon's Intellectual Property Rights.** Liazon is the sole and exclusive owner of all right, title and interest in and to the Liazon Intellectual Property. Nothing herein constitutes a transfer of ownership in or to any Liazon Intellectual Property.
- 7.2. **Protection and Enforcement of Liazon Intellectual Property.** Company shall provide Liazon, at Liazon's expense, with such cooperation as may reasonably be requested by Liazon to protect or enforce the Liazon Intellectual Property, and in connection therewith, shall promptly supply Liazon with any information or materials related thereto that are reasonably requested by Liazon. If Company is notified in writing or becomes aware of any unauthorized use of the Liazon Intellectual Property, Company shall so advise Liazon. Liazon shall have the sole right, in its discretion, to take, or elect not to take, such action as it deems advisable against any infringing Party.

- 7.3. **Trademarks.** Liazon[®], myLiazon[®], Bright Choices[®], Build Your Benefits[®], Better Benefits Card[®], A Better Way to Buy Benefits[®], and Benefits Exchange[®] are registered trademarks of Liazon Corporation.
- 7.4. **Trademark Licenses.** During the term of this Agreement, Liazon and Company each grant to the other a non-exclusive right and license to use such party's name, brands, trademarks, service marks, logos and other identifying marks (collectively, the "Marks") solely in connection with the marketing and provision of the Liazon Solution to Prospective Clients in accordance with the terms of this Agreement. Notwithstanding the foregoing, the Marks that Liazon licenses hereunder are limited to those listed in Section 7.3 above. Each Party warrants that such Party's Marks do not infringe or misappropriate any intellectual property right of any Third Party. No other license or other right to either Party's Marks is granted under this Agreement. Neither Party has the right to sublicense any of its rights granted under this Section. Liazon and Company, respectively, reserve all of their own rights in their own Marks and all other intellectual property rights. All goodwill generated from the licensee's use of the Mark's shall inure to the benefit of the licensor. Each Party will use the other Party's Marks in accordance with the licensor's standard trademark guidelines, as updated from time to time by such licensor.

8. **Confidentiality.**

- 8.1 **Protection of Confidential Information.** The receiving Party shall: (i) use Confidential Information only in connection with the receiving Party's performance of this Agreement; (ii) protect the confidentiality of Confidential Information using at least the degree of care that it uses to protect its own confidential information, but in no event less than reasonable care; (iii) restrict disclosure of Confidential Information within the receiving Party's organization to only those of the receiving Party's employees who have a need to know such Confidential Information in connection with the receiving Party's performance of this Agreement; and (iv) not disclose Confidential Information to any Third Party unless authorized in writing by the disclosing Party to do so. In addition, to the extent that Company obtains any personally identifiable information relating to any Client or Prospective Client as a result of this Agreement, Company shall protect such information in accordance with all Laws. The obligation of the parties under this section shall survive the expiration or earlier termination of this Agreement.
- 8.2 **Required Disclosures.** If a Party is requested to disclose any Confidential Information pursuant to any judicial or governmental order, that Party shall use commercially reasonable efforts not to disclose the Confidential Information without first giving the other Party written notice of the request and sufficient opportunity to contest the order, to the extent such notice and opportunity to contest may be lawfully given.
- 8.3 **Return of Confidential Information.** Upon termination or expiration of this Agreement for any reason, each receiving Party shall return to the disclosing Party, or, at the disclosing Party's sole option, destroy all Confidential Information and provide the disclosing Party with written certification of the destruction of all Confidential Information (including all copies thereof in any type of media) that is in the receiving Party's possession or control.
- 8.4 **Injunctive Relief.** The receiving Party acknowledges that in the event of a breach of this Section 8 by the receiving Party, substantial injury could result to the disclosing Party and money damages may not be a sufficient remedy for such breach. Therefore, in the event that the receiving Party engages in, or threatens to engage in any act which violates any provision of this Section 8, the disclosing Party shall be entitled, in addition to all other remedies which may be available to it under law, to seek injunctive relief (including,

without limitation, temporary restraining orders, or preliminary or permanent injunctions) and specific enforcement of the terms of this Section 8, without being required to post a bond or other security in connection with the granting of any such relief.

9. Representations and Warranties; Disclaimers.

9.1. Representations and Warranties. Each Party represents and warrants that as of the Effective Date and at all times thereafter: (a) this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with the terms of this Agreement; (b) the execution and delivery of this Agreement by it and the performance of its obligations hereunder: (i) are not in violation or breach of, and shall not conflict with or constitute a default under, any contract, agreement or commitment binding upon it, and (ii) shall not conflict with or violate in any manner, any applicable Law. Each Party further represents and warrants as of the Effective Date and at all times thereafter that it shall (i) comply with all applicable Laws, and (ii) hold, and shall require all Company Personnel and/or Liazon Personnel, as the case may be, to hold, valid licenses, registrations, certifications and/or other requirements necessary to perform its obligations under this Agreement in accordance with all applicable Laws. Company further represents and warrants that all Brokers and BORs hold valid licenses, registrations, certifications and/or other requirements necessary to perform its obligations under an applicable Broker Agreement(s) in accordance with all applicable Laws.

9.2. Disclaimers. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 9, LIAZON DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE LIAZON SOLUTION, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FOR COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED BY LIAZON AND WAIVED BY COMPANY. NOTHING HEREIN SHALL BE CONSTRUED AS CREATING, AND LIAZON HEREBY DISCLAIMS, ANY AND ALL WARRANTIES TO CLIENTS.

10. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS OR LOST REVENUE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY'S TOTAL LIABILITY TO THE OTHER SHALL BE LIMITED TO THE AMOUNT EACH PARTY EARNED UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING A CLAIM. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY.

11. Indemnification.

11.1. Indemnification by Liazon. Liazon shall, at its own cost, indemnify, defend, and hold harmless Company and its officers, directors, members, agents and employees (the "**Company Indemnified Parties**") from and against any claim brought by a Third Party (including, without limitation, any Prospective Client) against any Company Indemnified Party to the extent that it is based on any assertion that the Liazon Solution infringes Intellectual Property Rights belonging to a Third Party or arises from Liazon's gross negligence, or breach of this Agreement. Notwithstanding the foregoing, Liazon shall have no obligation under this Section if the claim is covered by Company's indemnity obligations under Section 11.2 below.

- 11.2. Indemnification by Company.** Company shall, at its own cost, indemnify, defend and hold harmless Liazon and its officers, directors, members, agents and employees (the “**Liazon Indemnified Parties**”) from and against any claim brought by a Third Party (including, without limitation, any Prospective Client) against any Liazon Indemnified Party that is based on or arises from Company’s gross negligence, breach of this Agreement, any of Company’s products or services, or any act or omission of a Broker and/or BOR. Notwithstanding the foregoing, Company shall have no obligation under this Section if the claim is covered by Liazon’s indemnity obligations under Section 11.1 above.
- 11.3. Indemnity Procedures.** If any claim or action is asserted that would entitle a Party to indemnification under this Section 11, the Party seeking indemnification shall give written notice thereof to the indemnifying party promptly; provided, however, that the failure of the Party seeking indemnification to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the indemnifying party is materially prejudiced by such failure. The indemnifying party shall have sole control over the defense of the claim, provided that the indemnifying party shall not settle, or make any admission of liability or guilt without first obtaining the Indemnified Party’s written consent, which consent shall not be unreasonably withheld or delayed. The obligations in this Section survive the expiration or earlier termination of this Agreement.

12. Term and Termination/Cancellation.

- 12.1. Term.** This Agreement shall commence on the Effective Date, continue for an initial one (1) year period, and shall automatically renew for additional one year periods (the initial term and all renewal terms, collectively referred to herein as the “**Term**”).
- 12.2. Termination.** Either Party may terminate this agreement (i) for any reason or no reason, at any time, upon thirty (30) days prior written notice to the other Party; (ii) if the other Party breaches or is in default of any material obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) calendar days after receipt of written notice of such default or such additional cure period as the non-defaulting Party may authorize in writing; or (iii) by written notice to the other Party if such other Party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntary or otherwise and such proceedings are not dismissed within ninety (90) days of the filing of such proceedings.

12.3 Effect of Termination or Expiration. Upon any expiration or earlier termination of this Agreement: (i) Company’s license to market the Liazon Solution shall cease, Company shall return to Liazon all copies of the Liazon Intellectual Property, and each Party shall return Confidential Information that is in its possession or control; (ii) Liazon and Company shall continue to service Clients until expiration or termination of the applicable Liazon Service Agreements; (iii) each Party will cease display of the other Party’s Marks on its websites and all marketing and promotional materials; and (iv) the provisions of Section 1 (“Definitions”), 5 (“Financial Terms”), Section 7 (“Intellectual Property Rights”), Section 8 (“Confidentiality”),

Section 9.2 (“Disclaimer of Warranty”), Section 10 (“Limitation of Liability”), Section 11 (“Indemnification”), Section 13 (“General”), and this Section 12.3 shall survive.

13. General.

- 13.1. Non-Solicitation.** Each Party agrees not to directly or indirectly solicit, induce, or assist any third party in soliciting or inducing the employment of any of the other Party’s employees, consultants, independent contractors, or agents of or representing Liazon during the term of this Agreement and for a period of one (1) year after the termination of this Agreement, regardless of the reason for termination, without the express written consent of the other Party.
- 13.2. Assignment.** Company shall not assign or otherwise transfer this Agreement without the prior written consent of Liazon (which consent shall not be unreasonably withheld, delayed or conditioned), and any attempt by Company to make such an assignment or other transfer without such consent shall be void. Liazon shall not assign or otherwise transfer this Agreement without the prior written consent of the Company (which consent shall not be unreasonably withheld, delayed or conditioned), except that Liazon may assign its rights and obligations hereunder, without the consent or approval of Company, to person or entity that is acquiring all of, or substantially all of, its assets or which is a successor by merger, consolidation, acquisition of stock or assets, or other business combination to Liazon. Subject to the restrictions on assignment set forth herein, this Agreement shall be binding on, and inure to the benefit of, the Parties and their respective permitted successors and assigns.
- 13.3. Force Majeure.** Neither party shall be liable for any failure or delay in the performance of any of their respective obligations if prevented from doing so by a Force Majeure Event. “Force Majeure Event” means (i) floods, earthquakes, or other similar elements of nature or acts of God; (ii) riots, civil disorders, rebellions or revolutions in any country; or (iii) any other cause beyond the reasonable control of the non-performing party, provided the non-performing party is without fault in failing to prevent or causing such default or delay, and such default or delay could not have been prevented or circumvented by the non-performing party through the reasonable use of alternate sources, workaround plans or other reasonable precautions.
- 13.4. Enforceability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and, if legally permitted, such offending provision shall be replaced with an enforceable provision that as nearly as possible effects the Parties’ intent.
- 13.5. Governing Law.** This Agreement, and any and all disputes arising from or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of New York, without regard to its choice of law rules. For any and all disputes arising from or relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in the State of New York and waives any jurisdictional, venue or inconvenient forum objections to such courts.
- 13.6. Remedies.** Both Parties agree that if either fails to exercise a recourse within the terms of this Agreement, the right to have such recourse remains in full force and effect until all terms of this Agreement have been completed.
- 13.7. Notices.** All notices or other communications given by either Party to the other under this Agreement shall be in writing and shall be personally delivered, sent by registered or certified mail, return receipt requested, or by overnight delivery services with full tracking

and verification capability, to the other Party at its address set forth above or such other address as a Party may subsequently designate in writing. The date of personal delivery or upon verification and receipt of such certified or registered mailing, or overnight delivery as the case may be, shall be deemed to be the date on which such notice is given.

- 13.8. **Attorney's Fees.** In any action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all costs of the litigation including, but not limited to, court costs and its reasonable attorney's fees.
- 13.9. **Entire Agreement.** Each Party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. This Agreement is the entire Agreement between the Parties and supersedes all prior communications, oral or written, between the Parties with respect to the subject matter hereof. Changes to this Agreement may only be made by mutual written agreement of the Parties.
- 13.10. **Errors and Omissions.** Each Party has in force, and will maintain, Errors and Omissions insurance coverage for the duration of the Agreement with a minimum coverage level of \$2 million per occurrence and \$2 million in aggregate coverage.
- 13.11. **Right of Refusal.** Liazon reserves the right to refuse to pursue or work with any business that Company wishes to convert to a Client. Liazon also reserves the right to terminate any existing Clients that have been installed by Company.

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized representatives of the parties, as of the Effective Date.

LIAZON CORPORATION

COMPANY

By: _____

Company Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

Allocation of Responsibilities between Liazon and Company

Topic	Responsibility	Notes
Technology	Liazon	
<i>Bright Choices®</i>	Liazon	
<i>Employer Analytics</i>	Liazon	
<i>Employer Administrative Portal</i>	Liazon	
Benefits Administration (including enrollment, eligibility, carrier data feeds)	Liazon	Company will have access to Admin Portal
Employer Support and Account Management	Company	Company will retain CEO/CFO contacts
Employee Support	Company and/or Client	<ul style="list-style-type: none"> Year-round plan questions Detailed claim support Advocacy
Employee Support	Liazon	<ul style="list-style-type: none"> Year-round technical support Basic plan information & education at open enrollment for Complete Liazon plans only
Exchange Building Activities	Responsibility	Notes
Health Insurance Carrier Requests	Joint	
Plan Selection	Joint	
Distribution/Marketing Strategy	Liazon	with Company Input
Prospective Selling Activities	Responsibility	Notes
Lead Generation	Company	Liazon to share leads if available and subject to sales performance
Portal Demo's	Joint	Liazon to train Company reps and to provide ongoing sales support
In-person Sales Meetings	Company	
Quoting & Proposal Activities	Responsibility	Notes
Form Gathering (from Prospect)	Company	
Form Submission (for Quoting)	Company	
Quoting	Company.	Liazon to provide tools and calculators as needed for medical and ancillary product quoting

Proposal Creation/Delivery	Company	Extranet Tools & Training
Develop Client Funding Strategy	Company	Extranet Tools & Training
Draft Proposal	Company	Extranet Tools & Training
Deliver Proposal	Company	
Acquire signed/approved Proposal	Company	
Acquire Service Agreement & other docs	Company	Needed for Implementation
Acquire signed BOR Letters	Company	Needed for Implementation
Broker of Record Appointments		
Small group medical insurance	Company	Co-BOR as an exception to facilitate carrier practice
Small group ancillary benefits	Company	Co-BOR or Liazon Sole BOR as an exception to facilitate carrier practice
Large group medical insurance	Company	
Large group ancillary benefits	Company	Co-BOR or Liazon Sole BOR as an exception to facilitate carrier practice
Transitioning Activities	Responsibility	Notes
Identify key client implementation contact	Company	
Have client fill out new client data sheet	Company	
Introductory call with client	Joint. Liazon to lead implementation call	
Set expectations for implementation	Liazon	Forms, timelines, etc
Confirm product offering and funding strategy with client	Liazon	
Collect relevant carrier forms	Company	
Implementation Activities	Responsibility	Notes
Build portal	Liazon	
QA portal (round 1)	Liazon	
QA portal (round 2)	Company	Ensure portal is exactly what client wanted (i.e. plans and rates)
Present portal to client implementation contact; obtain signoff	Company	
Open Enrollment (pre-enrollment)	Responsibility	Notes
Open enrollment launch email	Liazon	
OE meeting	Company	Liazon to provide support for first few meetings
Send other employee communications	Company	
Send enrollment progress reports	Company	Company to be trained on Liazon HR Admin portal
Employee online/telephonic support for basic plan questions	Liazon	On standard Liazon plans only
Open Enrollment (post-enrollment)	Responsibility	Notes

Complete group setup paperwork	Company	
Review enrollment reports for missed part. Requirements	Company	
Collect all unsigned paperwork	Company	
Send paperwork to carriers	Liazon	
Upload plan elections into Liazon database	Liazon	
Follow up with carriers for process updates; get group #s, welcome letters, etc	Company	
Send coverage info to client	Company	
Send termination request to prior carriers	Company	
Invoicing Activities	Responsibility	Notes
Issue Invoices		
Medical	Carrier	
All Other Benefits	Case by case	Liazon bills for non-medical products within Complete stores
Reconciliation		
Medical	Carrier	
All Other Benefits	Case by case	Liazon bills for non-medical products within Complete stores
ACH client for all insurance	Liazon	Only on products that are billed by Liazon.
Premium Remittance		
Medical	Case by case	Either Company if carrier invoiced or Liazon
All Other Benefits	Liazon	
Service & Admin Activities	Responsibility	Notes
Benefits Administration	Liazon	Client administered must be handled through employer portal
Employer Service	Company	
Employee Service	Company	
Technology Questions	Liazon	
All Other Questions	Company	
Renewal	Company	

The parties will work closely together to develop detailed process maps, timelines, and responsibilities.

SCHEDULE B

Partnership Levels and Fees

All Partnership Levels

- Company shall receive 100% of standard medical insurance commissions, paid directly by the insurance carrier except where otherwise noted.
- Company shall receive a commission of 10% of in-force premium on all Liazon proprietary ancillary and voluntary insurance and 5% of in-force premium on hospital indemnity insurance and prepaid legal. For groups with 100+ employees, Company has the option to change its commission levels on dental, life, and disability insurance.
- The Per Employee Per Month (PE/PM) Service Fees stated below are based on the number of employees enrolled in one or more benefit products. These fees will be billed on the first of each month beginning with the month of implementation of the Client and will be due within 30 days of the invoice date. Liazon shall invoice Client for the Service fees, unless Company specifies otherwise.
- Any carrier financial support to Liazon reduces the fees outlined below.
- Company must make a commitment to allow Liazon to educate Company's producers and account managers on the BAN Solution.
- Company is eligible for Liazon-sponsored bonus programs, when applicable.
- Company must be duly licensed and appointed with the appropriate carriers.

Please check the box next to your desired level of Partnership below:

Partner Level

- Partnership Fee: None
- Base Service Fee: \$8.00 PE/PM, with a minimum of \$100 per month per Client.
- Stores: Company can distribute only Complete Stores (pre-configured) for small and large groups.
- Sales and Marketing Support: Base level support, including access to Liazon sales representatives, the Liazon Partner Extranet, and group prospect webinars.
- Upgrade: Company may upgrade to the Elite Partner Level described below by (i) providing written notice to Liazon, and (ii) paying the Elite Partner Level Partnership Fee set forth below. However, all previously installed Clients will continue to be assessed under the economic terms of the Partner Level agreement, until each Client's renewal, at which time each Client will be converted to the economic terms of the Elite Partner Level.

Elite Partner Level

- Partnership Fee: \$120,000 per year, paid \$10,000 per month.
- Base Service Fee: \$6.00 PE/PM is for Clients who employ less than 1000 lives. For clients that employ greater than 1000 lives the following sliding scale will apply:

# of lives- From	# of lives –To	Cumulative PEPM
1	1,000	\$6.00
1,001	3,000	\$4.80
3001	5,000	\$3.36
5,000	(no cap)	\$2.02

- The Service Fee for employers previously installed under a Partner Level contract will only change at that employer's renewal.
- Stores: Company can distribute Complete (pre-configured) and Custom stores for small and large groups.
- Sales and Marketing Support: Enhanced support, including product strategy & underwriting, BAN portal co-branding, materials customization, and dedicated prospect webinars.

Client Level Pricing for Custom Stores (available only to Elite Partners)

Service Fee PE/PM (final terms subject to Liazon cost calculator)

- Base Service Fee PE/PM is determined by the Partnership Level.
- First custom element included at no additional charge.
- \$1 PE/PM for each additional product replacement with non-standard medical, dental, vision, life, disability, and voluntary benefits.

Implementation Fees (final terms subject to Liazon cost calculator)

- Complete Stores: None.
- Custom Stores:
 - Implementation fee: \$1,500 - \$25,000 subject to company size and level of customization. Please see cost calculator for final terms.
 - Data feed (carrier, payroll, HRIS): \$2,000 per feed.
- Client should anticipate 50% of initial implementation cost in future years for plan, pricing, carrier and group changes that occur, determined in future years on a case-by-case basis.
- Re-work fees charged at \$150 / hour.

Liazon Bonus Program (through 12/31/13)

- Members of Company can receive a \$5,000 one-time bonus upon achieving 500 unique enrolled employees (in any product).
- \$10 one-time bonus per unique enrolled employee (in any product) after 500 total unique enrolled employees, payable annually. The bonus program only applies to employer groups sold by the broker under Standard Partner and/or Elite Partner pricing terms.

Add-on Services

- Private Label Portal – Available to Elite Partners only upon request
- Demand Generation Program – Separate fee schedule. Available to all levels.
- Employee call center

	Technical Support	
Complete Stores	Included	
Custom Stores	Included	

Payments and Financial Reports

Payments will typically be made to directly to BOR by the insurance carriers. Where applicable, all payments by Liazon shall be made to BOR by the 15th of the month following 30 days from the receipt by Liazon of Client-associated commissions from the insurance carriers. All payments to

BOR will be accompanied by a report which will show client name, line of coverage, premium paid, and commission or fee amount.

ADDITIONAL SERVICES (Small and Large Groups)

Additional services are available through Liazon's third-party partners for Flexible Spending Account (FSA) administration, Health Savings Account (HSA) administration, COBRA administration, and other services.

These fees are typically billed directly by the provider.

Type	Cost	Notes
Section 125 plan setup	\$300 per year (\$75 for amendments)	
FSA administration		
1. Setup fee	\$450	
2. Annual compliance testing	\$275 per year	Includes annual non-discrimination testing
3. PEPM fees	\$4.95 per participant, per month	Monthly minimum of \$55
HSA administration	\$3.95 per participant, per month	
COBRA		
1. COBRA administration	\$1 PE/PM. No setup fee or monthly minimums	Fees are assessed based on the number of enrolled employees, including COBRA participants
2. Current continuee conversion	\$20 per employee	
Payroll reporting	\$2,000 one-time for automated data exchange with client payroll vendor.	Standard reporting is free
Consolidated billing and premium collections	Free for electronic billing. \$5 per month for paper statements.	Liazon creates consolidated bills for its Complete non-medical products. Medical insurance is typically billed directly through the insurance company. FSAs are billed directly through the FSA carrier

Note: Liazon reserves the right to change these fee schedules due to any change in the commission, revenue-sharing, or payment policies or schedules from any of its vendors or carrier partners. These changes would take effect immediately, with written notice.