

JOINT MARKETING AGREEMENT

CAREFULLY READ THE FOLLOWING JOINT MARKETING AGREEMENT ("AGREEMENT"). BY CLICKING ON THE "I ACCEPT" BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT IN ITS ENTIRETY AND ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT CLICK THE "I ACCEPT" BUTTON. THIS AGREEMENT IS EFFECTIVE AS OF THE DATE YOU CLICK "I ACCEPT" ("EFFECTIVE DATE").

Please contact us at agent_support@healthsherpa.com or (888) 684-1373 for any queries.

This JOINT MARKETING AGREEMENT is by and between you ("Partner") and Geozoning, Inc. doing business as HealthSherpa Insurance Agency with an office and principal place of business located at 548 Brannan Street, Suite 310 San Francisco, CA 94107 ("HealthSherpa"). Each of Partner and HealthSherpa is a "Party" to this Agreement; collectively, Partner and HealthSherpa are the "Parties" to this Agreement.

NOW, THEREFORE, in exchange for the mutual promises made herein, and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

1. Joint Marketing Services

- (a) Partner shall, in its sole discretion, refer its Customers to the HealthSherpa for placement of insurance business with authorized insurers on whose behalf HealthSherpa is authorized, pursuant to the terms and conditions set forth herein, applicable law, and the applicable insurer's guidelines.
- (b) HealthSherpa agrees to pay Partner a referral fee as detailed in **Exhibit A** attached hereto, or as may hereafter be amended as mutually agreed to in writing by the Parties.
- (c) Within fifteen (15) business days after the close of each month, HealthSherpa will provide Partner a report of the total business referred and placed. This report shall be used as the basis for payment of referral fees under Exhibit A.
- (d) HealthSherpa agrees to pay any commission due under the terms of this Agreement within sixty (60) days of receipt of commissions earned.
- (e) Partner agrees to refund to HealthSherpa any unearned compensation on all cancelled, duplicate or fraudulent policies. Such refund shall be paid within 30 days after the Partner is advised of the adjustment.

(f) The Parties understand and agree that in no event, nor under any circumstances whatsoever, shall this Agreement be interpreted or construed to the effect that either Party may bind the other Party, or any insurer, company or underwriter represented by either Party, unless otherwise acknowledged in writing.

(g) There will be no commission due where a Partner refers an existing client of HealthSherpa.

2. Use of Confidential Information and Customer Information

(a) In order to meet their respective responsibilities under this Agreement, each Party may supply the other with certain information such as, data and processes, reports, interpretations, forecasts and records, including analysis, compilations, studies or other reviews, containing or otherwise reflecting information and concerning the internal affairs and operations of a Party, which has been or may be acquired or developed by each of the respective Parties and is not available to the general public ("Confidential Information").

(b) The Party receiving Confidential Information of the other Party shall protect the confidentiality, integrity and security of such information at all times, using reasonable technical, physical, administrative and operational safeguards that meet the safeguards used by the Party with respect to its own Confidential Information.

(c) The Parties agree not to use or disclose the other's Confidential Information, or any part thereof, for any purposes except as contemplated by this Agreement. Each Party agrees, in the event that any such disclosure is known or suspected, to immediately notify the other Party and take all necessary steps to rectify such disclosure.

(d) Nothing in this Agreement will prohibit or limit the receiving Party's use of Confidential Information (a) known to such Party prior to disclosure by the other Party, (b) that is independently developed by such Party, without reference to the Confidential Information, (c) that is or becomes publicly available through no breach of this Agreement by such Party, (d) that is disclosed to such Party in good faith by a third party legally entitled to disclose the information, (e) approved by such Party for disclosure, or (f) required to be disclosed pursuant to a court order, requirement of governmental agency.

(e) Upon expiration or termination of this Agreement for any reason, the receiving Party shall return all of the disclosing Party's Confidential Information (along with all copies and/or extracts), and shall abstain from using the same prospectively for any marketing or other purposes.

(f) In order to meet their respective responsibilities under this Agreement, each Party will supply the other with certain information concerning Customers referred to the Party ("Customer Information"). Each Party hereby represents and warrants that all Customer

Information supplied to the other Party has been lawfully obtained and at all times is lawfully provided.

- (g) The Parties understand and acknowledge that the Customer Information may contain non-public personal data about the Customers. The Parties understand and acknowledge that the Customer Information provided to the other will not contain information on all of the other Party's Customers. In particular, neither Party shall provide, and neither Party shall use, any information on any Customers that have requested that their data not be used for purposes of marketing or promotions. This Agreement does not create a minimum amount of Customer Information the Parties are obligated to deliver.
- (h) The Parties shall have a limited, non-exclusive right to use Customer Information solely in connection with the placement of insurance as provided herein. Customer Information shall be provided within the sole discretion of each Party.
- (i) The Party receiving Customer Information of the other Party shall protect the confidentiality, integrity and security of such information at all times, using reasonable technical, physical, administrative and operational safeguards that meet the safeguards used by the Party with respect to its own Customer Information.
- (j) The Parties agree not to use or disclose the other's Customer Information, or any part thereof, for any purposes except as contemplated by this Agreement. Each Party agrees, in the event that any such disclosure is known or suspected, to immediately notify the other Party and take all necessary steps to rectify such disclosure.
- (k) Upon expiration or termination of this Agreement for any reason, the receiving Party shall abstain from using the disclosing Party's Customer Information prospectively for any marketing or other purposes. The receiving Party shall not be required to return the Customer Information of the disclosing Party.
- (l) This Agreement is intended to be a "joint marketing agreement" as described in the consumer privacy regulations promulgated under Title V of the Gramm-Leach-Bliley Act. The characterization of this Agreement as a joint marketing agreement will not prevent the Parties from relying on any other appropriate provisions of said regulations, said Act or other applicable law to lawfully provide each other, as applicable, with limited Customer Information.
- (m) The Parties recognize and agree that monetary damages may be an inadequate remedy for breach of this Section 2 and further recognize that any such breach could result in irreparable harm. Therefore, in the event of any such breach, the non-breaching Party may seek injunctive relief from a court of competent jurisdiction to enjoin such activity in addition to any other remedies available to it.

3. Use of Trademarks and Trade Names.

- (a) Each Party understands and agrees that nothing contained in this Agreement transfers to the other Party any right, title or proprietary interest (including without limitation any intellectual property rights), in any part of the Customer Information or other information that may be exchanged between the Parties. Furthermore, nothing contained in this Agreement transfers to the other Party any right, title or proprietary interest in any proprietary information (including without limitation any intellectual property rights, trade secrets, know-how, inventions, patents, copyrights, or designs).
- (b) Each Party understands and agrees that nothing contained in this Agreement transfers any right, title, interest, right to use, or license in any trademarks, service marks, logos, or other identifiers of the other Party, or any abbreviation or adaptation thereof, (collectively "Marks"), in any advertising, trade display, or published statement or press release, or for any other commercial purpose, without the prior written consent of such Party (in its sole discretion).
- (c) Press Releases. The timing and content of any press release regarding any aspect of this Agreement (whether in electronic, print, or other media) shall be subject to the prior written approval of both Parties.

4. Term and Termination

- (a) The term of this Agreement shall run from the Effective Date and shall remain in effect unless otherwise terminated in accordance with this Agreement.
- (b) Either Party may terminate this Agreement without cause immediately with written notice of such termination, sent by Registered or Certified Mail, Return Receipt Requested. Such termination, however, shall in no event affect the respective rights or liabilities of either Party accruing up to the date of termination.
- (c) In order to provide for an orderly separation, upon the date of notice of termination of this Agreement by either Party, each Party will immediately cease referring Customers to the other. However, irrespective of termination in accordance herewith, any Customers referred prior to that date will be subject to the terms and conditions contained herein as though this Agreement was still in full force and effect.
- (d) The Parties agree that in the event of termination of this Agreement, Parties will account for and pay to the other Party any commission due. Each Party's records shall remain their property. Unless otherwise agreed, use and control of the expirations of referred policies shall remain the property of the Party that placed the insurance business.

5. Covenants

- (a) The Parties hereby covenant to each other and agree that their respective use of Customer information as contemplated hereunder and the performance of all joint marketing efforts conducted hereunder shall at all times comply with all applicable laws, rules and regulations, including, but not limited to, applicable consumer privacy laws, rules and regulations.
- (b) The Parties hereby covenant to each other and agree that the joint marketing efforts contemplated hereunder shall not be deceptive, unfair, fraudulent, misleading, wrongfully coercive, or offensive, or infringe upon any third-party intellectual property rights.
- (c) The Parties hereby covenant to each other that any business either Party shall submit to the other Party for placement shall be effected, and compensation related thereto shall be received, only in accordance with the laws, rules and regulations governing such placement and compensation, and not otherwise.

6. Warranties

- (a) Each Party understand that selling, consulting and/or advising regarding the purchase of an insurance policy, including making any representation about the terms of, or specific need for, or desirability of, an insurance policy, or the quality or features of an insurance policy, or any insurance broker or agent, or any carrier, requires proper insurance licensing by the authority or authorities regulating said transaction. Each Party hereby represents and warrants that each is duly licensed in each jurisdiction it engages or transacts the business of insurance.
- (b) Each Party represents and warrants that: (i) it has the right to enter into and fully perform this Agreement; (ii) there is no outstanding contract, commitment or agreement to which it is a party that conflicts with these terms and conditions and this Agreement; and (iii) that it holds all rights and permissions necessary to authorize it to receive, use, and disclose any Consumer Information it may provide as permitted by this Agreement.
- (c) Each Party warrants and represents to the other Party that it now has in force and effect a valid and binding contract of liability insurance covering damages occasioned by its errors or omissions. Each Party further warrants and represents that the premium for said policy has been fully paid and that each Party shall keep such policy, or one similar thereto, in full force and effect at all times during the continuance of this Agreement; and
- (d) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED

WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE).

7. Indemnification

- (a) Each Party (the “Indemnifying Party”) shall defend, indemnify and hold harmless the other Party (the “Indemnified Party”) and its parent organizations, subsidiaries, and affiliates, and their respective officers, directors, members, managers, employees, attorneys, and agents from and against any and all third party claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys’ fees and costs) (collectively “Losses”) arising out of or in connection with (1) the breach by the Indemnifying Party of any provision, representation, or warranty set forth in this Agreement, or (2) infringement of third party intellectual property rights by the Indemnifying Party’s products or services.
- (b) Indemnification Procedures. The Indemnified Party shall: (i) give the Indemnifying Party prompt notice of the indemnification-triggering claim; (ii) reasonably cooperate with the Indemnifying Party, at the Indemnifying Party’s expense, in the defense of such claim; and (iii) give the Indemnifying Party the right to control the defense and settlement of such claim, except that the Indemnifying Party shall not enter into any agreement that affects the Indemnified Party’s rights or interest without the Indemnified Party’s prior written approval. The Indemnified Party’s failure to give prompt notice shall not relieve the Indemnifying Party of its indemnification obligations under this Section unless and only to the extent that such failure materially prejudices the Indemnifying Party. Notwithstanding anything to the contrary herein, each Party shall retain control over the defense and settlement of any claims concerning that Party’s Marks.
- (c) LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY HERETO BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, MULTIPLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL NOT APPLY TO DAMAGES (i) RESULTING FROM THE GROSS NEGLIGENCE, OR THE WILLFUL OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS PERSONNEL, (ii) ARISING FROM CLAIMS FOR WHICH EITHER PARTY HAS AGREED TO INDEMNIFY THE OTHER PARTY PURSUANT TO THE PROVISIONS OF THIS AGREEMENT, OR (iii) ARISING FROM EITHER PARTY’S BREACH OF ANY OF ITS OBLIGATIONS SET FORTH IN SECTION 2 OR SECTION 3.

8. General Provisions

- (a) This Agreement is non-exclusive. Subject to the confidentiality provisions herein, nothing in this Agreement shall be construed to limit in any way Parties right to work with other third parties to jointly market insurance.
- (b) No term or provision of this Agreement may be altered, amended, changed, waived, terminated or modified in any respect or particular except by written instrument signed by or on behalf of the Party to be charged therewith.
- (c) This Agreement may not be transferred or assigned by either Party, whether voluntarily or by operation of law, without the prior written consent of the other Party, which consent may be withheld in such Party's sole discretion. This Agreement shall inure to the benefit of and be binding upon all permitted successors and assigns.
- (d) The validity, performance, construction and effect of this Agreement will be governed by the laws of the State of California, without regard to that state's conflict of laws provisions.
- (e) This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous arrangements, understandings, representations or agreements between the Parties whether written or oral.
- (f) Each Party agrees it shall be responsible for its own expenses incurred under this Agreement.
- (g) If any provision of this Agreement or any portion of any provision of this Agreement is determined to be null and void or unenforceable by any court or tribunal having jurisdiction, then such provision or portion of the provision shall be considered separate and apart from the remainder of this Agreement and this Agreement shall otherwise remain in full force and effect.
- (h) Neither Party will be liable for any delays in failure to perform its obligations hereunder by the other due to act of God, action by any governmental or quasi-governmental agency, fire, flood, earthquake, strike, outside network difficulties (including, but not limited to, communication line failure) or other acts beyond the reasonable control, and without any fault, of such Party.
- (i) This Agreement may be executed in two or more counterparts, each of which shall constitute an original and both of which together shall be deemed to be one and the same instrument.

- (j) Except as otherwise provided herein, all notices, request, approval, consents, demands or other communications required or permitted to be given under this Agreement shall be in writing and sent by e-mail, facsimile or overnight courier to the last known address of Parties. Notice shall be deemed provided as of the date such written notice is sent.

EXHIBIT A

HealthSherpa agrees to pay Partner \$25 per submitted Qualified Health Plan (QHP) referral application. A submitted application shall be defined as an application submitted via the Federal Marketplace consumer self-directed pathway (including identity-proofing) via the HealthSherpa software platform with a HealthSherpa representative as the Agent of Record.