

\$1.50, \$1.75, \$2.00 tiered

AGREEMENT

This Agreement is is made, entered into and effective as of the date set forth below on the signature page by and between **MEDICATION DISCOUNT CARD LLC**, a Limited Liability Company (the “Company”) with offices located at 8547 E Arapahoe Rd, Ste 513, Greenwood Village, CO 80112 and [redacted] , a/n individual residing at [redacted] (“Partner”).

WHEREAS, the Company has access to a network of major chain pharmacies and independent pharmacies that accept prescription medication discounts through discount cards (“Discount Cards”); and

WHEREAS, the Partner has skill and expertise in procuring individuals to acquire and utilize the Discount Cards; and

WHEREAS, Company and Partner wish to enter into an agreement whereby the Partner will attempt to procure individuals to acquire and utilize the Discount Cards.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements contained herein, the parties hereto intending to be legally bound hereby agree as follows:

1. Partner shall use commercially reasonable efforts to assist in the marketing of the Discount Coupons to third parties through available legal means who may then utilize same (such persons are hereinafter referred to as Company’s “Members”). Partner agrees that during the term of this Agreement and thereafter, all Members are considered customers and the property of Company and Partner shall take no action to adversely affect that relationship. The Partner shall utilize commercially reasonable efforts to develop and implement market strategies and relationships to procure leads for the Discount Cards. Partner acknowledges that during the term of this Agreement, Partner: (a) owes fiduciary duties to Company; (b) shall act at all times in Company’s best interest; and (c) shall not interfere or adversely affect in any way Company’s business (including without limitation soliciting other partners of Company)
2. **Term.** The term of this Agreement shall be for a period of one (1) year commencing on the latest date entered on the signature page and shall be automatically renewed in one year increments unless earlier terminated in accordance with the terms hereof. It is further understood and agreed that either party may terminate this Agreement with or without cause upon providing a minimum of thirty (30) days advance written notice of its intention to cancel. In the event of a termination of this Agreement by expiration of its term or by earlier termination, all compensation to be paid in accordance herewith shall immediately cease as of the termination date and Company shall have no further liability to Partner.
3. **Compliance With All Laws.** Company and Partner shall each comply with the provisions of all applicable federal, state, and local laws, ordinances, regulations, rules, and codes, including, without limitation, the federal Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rules and the federal Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as well as any laws, ordinances, regulations, rules, and codes relating to the handling and/or processing or discounting of pharmaceutical claims and the information contained in such claims, in fulfillment of each party’s respective obligations under this Agreement. Each party’s obligations pursuant to this paragraph shall survive any termination of this Agreement
4. **Exclusive Provider.** For the Term(s) of this agreement the Company shall be the exclusive provider to the Partner for the type of services described in this agreement.
5. **Marketing.**
 1. Partner agrees to submit all marketing materials including but not limited to newsletter emails, web collateral, and printed collateral to Company for approval prior to making them public.
 2. Partner further attests that they will never market the discounts to any patients unless they believe it is in their best interest.
6. **Confidentiality.**
 1. Partner acknowledges that, in the performance of its duties and obligations under this



Agreement, it may receive, have disclosed, or given access to Confidential Information. For the purpose of this Agreement, Confidential Information shall mean any and all information of a confidential or proprietary nature, whether written, oral, embodied in magnetic tape, computer software (including but not limited to source code and APIs), or other medium for storage of information, documents, names of customers/clients/members, software, present and future products, price quotes, proposed commission structures, and policies (including listing thereof and documentation related thereto) disclosed by either party hereto to the other, its employees, officers, directors, agents, or representatives, during the term of this Agreement. Confidential information also includes a list of members using Company's discount coupon; A list of partners marketing the Company's products; the identity of customers and information about a customer's medical prescriptions or use of Company's services; Company's internal procedures and forms; Company's retailer contracts and pricing information; commission amounts paid under this Agreement; and such other information which enables Company to compete successfully. The parties acknowledge and agree the Confidential Information is proprietary to, and a valuable trade secret of, the disclosing party, and any disclosure or unauthorized use thereof will cause irreparable harm to the disclosing party. Partner will not disclose to any third party any of the terms and conditions of this Agreement. Partner agrees not to use Confidential Information for its own benefit or for the benefit of any third party or not to disclose Confidential Information to any third party or to copy it in any form, and agrees to maintain strict confidentiality of such information. Company considers its customer lists and related prescription information a trade secret under the U.S. Defend Trade Secrets Act of 2016, 18 U.S.C. Section 1836. Company reserves the right to terminate this Agreement at any time by giving written notice to Partner in the event of any impermissible disclosure. Partner also agrees that all confidential information cannot be used in the marketing of any other products other than the ones offered by the Company.

7. Compensation.

1. In consideration for the services to be rendered by Partner hereunder, Partner shall receive payment on every qualifying paid prescription claim ("**Qualified Claim**") with the exception of bin "003585". For purposes of this Agreement, a "Qualified Claim" is one for which the company receives at least One and 50/100 (\$1.50) Dollars. Payment structure below:
 1. 0 - 500 claims - the sum of One and 50/100 (\$1.50) dollars
 2. 501 - 1000 claims - the sum of One and 75/100 (\$1.75) dollars
 3. 1001+ claims - the sum of Two and 00/100 (\$2.00) dollars
2. For bin 003585 Partner shall receive the sum of Eight and 00/100 (\$8.00) dollars on every activation. For purposes of this Agreement, an "Activation" is the first transaction a patient makes using a coupon with bin 003585 for which the company receives at least Eight and 00/100 (\$8.00) Dollars.
3. For all active Partners the Partner refers to our program the Company will pay fifty (\$0.50) cents per qualified claim and One and 50/100 (\$1.50) per activation.
4. To qualify for payment partner must generate 20 combined qualified claims and/or activations for the month not including referral claims. Once Partner achieves this goal all prior qualified claims and activations will be paid at this time. For the months the Partner qualifies for payment the Company shall be required to remit the sums due to the Partner hereunder on a monthly basis to be paid sixty days past month's end.
5. It is expressly understood and agreed that Partner shall be required to pay all taxes on account of monies it receives as a result of its performance of services hereunder.
6. Notwithstanding anything herein to the contrary, Company has no obligation to pay any amount to Partner until Company is paid by Company's source of payment. Company's payment obligation to Partner under this Agreement is expressly contingent upon Company receiving payment. Under no circumstances shall this Agreement be interpreted to create an independent obligation of Company to pay Partner; rather, such obligation is expressly dependent upon Company being paid.
7. Partner agrees and acknowledges that Company may offset, setoff, and/or recoup any amounts that Company may owe Partner against amounts that Partner owes Company whether under this agreement, in contract, tort, at law or in equity or otherwise.

- 8. Notices.** All notices and demands under this Agreement shall be made in writing and shall be sent via email or certified mail, return receipt requested to the parties at the addresses set forth in the initial



paragraph of this Agreement.

9. **Indemnification.** Each Party shall defend, indemnify and hold harmless the other Party from and against all claims, demands, causes of action, suits, judgments, debts, liabilities and expenses, known or unknown resulting from any misrepresentations of any condition or obligation on the part of the Party under this Agreement and from and against all claims, demands, causes of action, suits, judgments, debts, liabilities and expenses, known or unknown which result from the Partner’s operations under this Agreement.
10. **Non-Solicitation.**
- 1. **Soliciting Customers After Termination of Agreement.** For a period of six months following the termination of this Agreement Partner shall not, directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the Members of the Company or any other information pertaining to them. Neither shall Partner call on, solicit, take away, or attempt to call on, solicit, or take away any Member of the Company on whom Partner has called or with whom Partner became acquainted during the term of this Agreement. The Parties hereto agree that all Members generated during the term of this Agreement are the proprietary property of Company and constitutes valuable Company information. This provision shall not apply if Partner resides in or if Partner’s territory is in California, North Dakota or any state in which such a restriction is prohibited.
 - 2. **Soliciting Partners After Termination of Agreement.** For a period of six months following the termination of this Agreement, Partner shall not, directly or indirectly, call on, solicit, take away or attempt to call on, solicit, or take away any other partner of Company, it being expressly understood and agreed that Company’s other partners are highly confidential and proprietary.
 - 3. **Injunctive Relief.** Partner hereby acknowledges (1) that the Company will suffer irreparable harm if Partner breaches its obligations under this Agreement; and (2) that monetary damages will be inadequate to compensate the Company for such a breach. Therefore, if Partner breaches any of such provisions, then the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions in addition to a claim for any damages that Company may suffer.
 - 4. **Severable Provisions.** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.
11. **Miscellaneous.**
- 1. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Any action commenced for breach hereof shall be brought exclusively in the State of Colorado and County of Arapahoe.
 - 2. This Agreement shall be binding upon the parties and their respective successors and assigns. This Agreement may not be assigned without the prior consent of the other party hereto.
 - 3. This Agreement constitutes the entire agreement of the parties and supersedes any and all prior agreements and understandings between them.
 - 4. This Agreement may be amended only by an instrument, in writing, signed by the Company and the Partner.
 - 5. The waiver of a breach of any term or condition of this Agreement shall not be deemed to constitute a waiver of any other breach of the same or any other term or conditions hereof

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

X _____ X _____

Signed By Mike Spivey



Signed On: 05/04/2022



Signature Certificate

Document name: \$1.50, \$1.75, \$2.00 tiered

🔒 Unique Document ID: 1970AAFAA687982ED9AFA535242A888C69492D58



Timestamp

05/04/2022 1:21 PM EDT

Audit

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.