

NON-INSURANCE PRODUCT MARKETING AGREEMENT

THIS NON-INSURANCE PRODUCT MARKETING AGREEMENT (this “Agreement”) is made and effective this _____ day of _____, 2022 (the “Effective Date”) by and between **MediShield Health Advocatives LLC**, a Florida corporation located at 410 South Ware Blvd, Tampa, Florida (herein referred to as “MHA”), and _____, a _____, located at _____ (herein referred to as “Distributor”).

RECITALS

WHEREAS, MHA is in the business of establishing, developing, marketing and administering, advocacy, and related benefits and services through its own network of providers and through agreements with other companies and distributors of healthcare navigation advocacy plans, products and services (each referred to herein as a “Benefit Provider”); and

WHEREAS, Distributor is a marketer of healthcare and healthcare navigation advocacy plans, and related services and markets healthcare and healthcare navigation advocacy plans and services to agents, individual consumers, groups, and/or other entities; and

WHEREAS, MHA and Distributor desire to enter into a relationship whereby MHA will provide to Distributor access to non-insurance healthcare navigation and bill negotiation advocacy plans and/or other related products or services to be marketed and sold by Distributor or its Marketing Representatives (as herein defined) on the terms and conditions provided herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, MHA and Distributor hereby agree as follows:

1. Definitions. The following terms used herein shall have the meanings given them in this Section 1:

“Benefits Plan” means the benefits plan(s) made available to Distributor for marketing and distribution “Benefit Provider” has the meaning set forth in the Recitals to this Agreement.

“Expirations” has the meaning set forth in Section 12(a) hereof.

“Marketing Plan” has the meaning set forth in Section 2(a) hereof.

“Marketing Representative” means a natural person, an agency or an entity employed by or contracted with a Distributor as an independent contractor for the purpose of marketing, selling or distributing the Benefits Plan.

“Member” means a person who (i) has met the eligibility criteria under the Benefits Plan, (ii) is not delinquent in his or her payment obligations under the payment terms specified therein and herein and (iii) is entitled to access the products and services provided under the Benefits Plan, and the dependents of such person.

2. Obligations of Distributor.

- a. Distributor shall market the Benefits Plan to groups and individuals directly or through its Marketing Representatives pursuant to the marketing plan, materials and methodologies (the “Marketing Plan”) previously discussed with and approved by MHA.
- b. Distributor shall bear all costs related to the marketing and sale of the Benefits Plan and the enrollment of Members in the Benefits Plan.
- c. Distributor shall be fully responsible for its own conduct and for the conduct, activities and compensation of its Marketing Representatives and any subagents or other staff appointed by such Marketing Representatives who are associated with the sale or marketing of the Benefits Plan to Members.
- d. Distributor may appoint Marketing Representatives and shall enter into a written contract with each of them. Such written contract shall obligate the Marketing Representatives (i) to indemnify and hold MHA harmless from any and all claims for damages arising from their acts or omissions in marketing and selling the Benefits Plan and (ii) to look solely to Distributor and not to MHA for payment of any fees or other applicable compensation.
- e. Distributor shall, and shall cause each of its Marketing Representatives to, comply with all applicable laws, rules and regulations in connection with the performance of obligations on the part of Distributor as contemplated hereunder.
- f. Distributor shall pay, directly or through an agent appointed by it, all sales fees or other applicable consideration owed to any Marketing Representative or agent.
- g. Distributor shall ensure that the Marketing Representatives conduct all marketing activities in accordance with the Marketing Plan and that the Marketing Representatives will not make any false or misleading statements or claims and will use only information provided to them by MHA or the Benefit Providers.
- h. Distributor shall charge retail fees for the Benefits Plan that (i) are set forth on Schedule 3 or (ii) have otherwise received the prior written approval of MHA.
- i. Distributor hereby grants to MHA the right to review, or to appoint an independent third party auditor to review, the books and records of Distributor for the purpose of auditing any payments made or required to be made to MHA by Distributor under this Agreement. MHA may exercise such right of audit during normal business hours and upon reasonable notice to Distributor. Distributor shall cooperate with MHA’s auditor in the performance of any audit. MHA shall be responsible for the cost of the audit unless the audit reveals a discrepancy of more than ten percent (10%) in the amount of fees owing to MHA, in which case Distributor shall be responsible for the cost of such audit.

3. Description of Program

(a) Distributor acknowledges that the Benefits Plan marketed and distributed hereunder is a healthcare advocacy program and/or related services program under which Members will receive preferred pricing for certain prescription drugs and/or services offered or provided by a Participating Provider. Members are solely responsible for the payment in full of all costs and fees charged by the Participating Provider. Neither MHA nor Distributor shall be liable for the payment for any healthcare, drugs, and/or related products or services offered or provided by Participating Providers under the Benefits Plan.

(b) **Distributor acknowledges and agrees that the Benefits Plan being marketed or sold hereunder is not insurance and that Distributor shall not describe the Benefits Plan as insurance in any printed or electronic media, and shall affirmatively state that the Benefits Plan is not insurance.** Distributor agrees that it shall not offer the Benefits Plan where prohibited by law. Each of Distributor and MHA shall promptly notify the other upon obtaining knowledge that a Benefits Plan may constitute a violation of law in any jurisdiction within the United States.

4. **Materials.**

a. Any costs for the production and distribution of any materials describing or referring to the Benefits Plan shall be the responsibility of Distributor.

b. Distributor shall submit to MHA any marketing or membership materials, including but not limited to printed materials, telephone scripts, and electronic media, that will be used to solicit or will be provided to Members or prospective Members, which refer to or describe (i) the Benefits Plan, (ii) any Benefit Provider, (iii) any service administered by MHA, (iv) any benefits to be provided in conjunction with the Benefits Plan, or (v) any service to be administered by a person or entity other than MHA. Distributor shall obtain MHA's express written approval of all marketing or membership materials prior to using them to market or describe the Benefits Plan alone or in conjunction with other benefits. If Distributor intends to use marketing or membership materials in a language other than English, Distributor shall provide MHA with a certified translation of such materials. MHA shall have fifteen (15) business days to review, edit or approve such materials.

5. **Identification Cards.** MHA shall provide Members identification cards identifying such Member as a participant in the Benefits Plan in addition to pertinent telephone numbers for access to customer service and other benefits provided under the Benefits Plan.

6. **Member Services.** MHA shall maintain toll-free telephone lines for use by Members for inquiries regarding the benefits associated with the Benefits Plan.

7. **Benefits Plan Fee.**

(a) Distributor shall pay to MHA a monthly Benefits Plan Fee equal to the product of the actual number of Members effective or active as of the first day of such month times the wholesale cost of the Benefits Plan as set forth on Schedule 2. Such monthly payment shall be made on or before the fifteenth (15th) day of such month. Any Members added during such month shall be retroactively billed and collected in the following month. **[Note: How does the money flow? See also Sections 2(h) and (j).]**

(b) Late payment of Benefits Plan Fees are subject to a late payment fee equal to the greater of (i) 1.5% of the past due amount or (ii) fifty dollars (\$50.00), provided that in no event shall such fee exceed the maximum amount permitted under applicable law. Accounts that are past due shall be considered in default and a material breach of this Agreement. Further, if the Benefits Plan Fee is past due, MHA shall have the right to deny Members access to Benefit Providers for the duration of such default.

8. **Participating Provider Charges and Networks.** MHA shall use reasonable efforts to cause Participating Providers to accept as full payment for the services and products provided to Members the agreed upon fees set forth in the Participating Provider agreement with MHA or the agreement with the Benefit Provider. Participating Providers shall bill and collect from a Member any applicable fees for products or services provided to Members and will not charge Members more than the agreed upon discounted fees. MHA may, at its discretion, replace Benefit Providers with thirty (30) days written notice to Distributor.

9. **Confidentiality.**

a. In performing its obligations pursuant to this Agreement, each party may have access to and receive disclosure from the other of c

b. Certain proprietary and confidential information, including, but not limited to, technological developments, marketing strategies, Marketing Plans, Member lists, Participating Provider lists, employee lists, CPI (as defined below) and other information considered by the disclosing party to be confidential and proprietary (herein collectively referred to as “Confidential Information”). For purposes of this Section 10, the financial terms of this Agreement are Confidential Information of each party. Confidential Information does not include: (i) information learned from a third party entitled to disclose it and who is not in violation of a contractual, legal or fiduciary obligation to either party, (ii) information which is or becomes known publicly through no fault of either party or, (iii) information already known by either party prior to disclosure from the other party, as shown by the receiving party’s records.

c. Each party shall receive Confidential Information in confidence, shall use it solely for the purpose of and as necessary to fulfill its obligations under this Agreement and shall not reveal it to any third party, other than a corporate affiliate, without the express written consent of the other party. Each party shall take appropriate measures to prevent its agents, employees and officers and directors from using or disclosing any Confidential Information, except as is expressly permitted under this Agreement.

d. All documents supplied by one party (the “Disclosing Party”) to the other (the “Recipient Party”), if any, pursuant to the provisions of this Agreement, including all copies or reproductions thereof, shall be returned to the Disclosing Party at the Disclosing Party’s request. Both parties agree that none of the documents provided by a Disclosing Party will be reproduced except for the sole purpose of performing its duties and obligations hereunder. Both parties agree that upon the completion thereof or the termination of this Agreement, all copies of material containing Confidential Information will be returned to the Disclosing Party, except as otherwise agreed between both parties in writing.

e. In the event that the Recipient Party or anyone to whom the Recipient Party transmits the Confidential Information becomes legally compelled to disclose the Confidential Information, the Recipient Party shall provide the Disclosing Party with prompt written notice thereof so that the Disclosing Party may seek a protective order or other appropriate remedy. The Recipient Party shall cooperate with the Disclosing Party in its efforts to obtain such remedies, but the Recipient Party shall not be required to undertake litigation or legal proceedings in its name. In the event that the Recipient Party is legally obligated to disclose any Confidential Information, the Recipient Party shall furnish only the portion of the Confidential Information that is legally required and will exercise its reasonable best efforts to assure that confidential treatment will be accorded the Confidential Information.

f. Without limiting the other terms and conditions of this Section 10, the following terms and conditions shall apply to "CPI." For purposes of this Agreement, "CPI" shall mean customer or Member personal information supplied to Distributor relating to or as a result of the services provided by Distributor hereunder, including without limitation: (i) an individual's name, address, e-mail address, IP address, telephone number and/or social security number, (ii) the fact that an individual has a relationship with MHA, (iii) an individual's account information; (iv) any information regarding an individual's medical history or treatment; and (v) any other information of or relating to an individual that is protected from disclosure by applicable Privacy Laws. For purposes of this Agreement, "Privacy Laws" shall mean any federal, state or local laws, rules or regulations of any jurisdiction, as applicable to Distributor for the services hereunder, addressing the protection of and/or the notification after a security incident regarding CPI.

i. The parties acknowledge that, among other things, the Privacy Laws govern the unauthorized use or disclosure of personal information about consumers. Distributor shall protect and keep strictly confidential all CPI to the extent required by applicable Privacy Laws. Subject to Distributor's rights under Section 12 hereof, upon MHA's request, Distributor shall return to MHA (or destroy) all CPI in its possession, or in the event Distributor and MHA determine after mutual agreement that it is infeasible for Distributor to return or destroy the CPI, then the provisions of Section 10 shall remain in full force and effect as to such CPI, and Distributor shall make no further uses or disclosures of the CPI except to the extent permitted by applicable law.

ii. Notwithstanding any other provision of this Agreement, Distributor covenants that, with respect to any CPI, it shall: (i) comply with all applicable Privacy Laws in performing services and its other obligations hereunder (in particular federal Privacy Laws such as the Federal Health Insurance Portability and Accountability Act ("HIPAA") and state Privacy Laws such as, for illustration and not by limitation, the Massachusetts data security regulation, 201 CMR 17.00 et seq., regarding administrative and technical measures to safeguard personal and health information); (ii) maintain (and require any third party service provider or subcontractor to maintain) adequate administrative, technical, and physical safeguards to ensure the security and confidentiality of CPI; (iii) notify MHA immediately and in compliance with applicable breach notification laws in writing when Distributor has reason to believe that CPI may have been subject to unauthorized disclosure, access, or use, which notification shall include the following information when and to the extent determined: (A) the nature of the unauthorized disclosure or use; (B) the CPI disclosed or used; (C) the identity of the person(s) or entity(ies) who received the unauthorized disclosure or made the unauthorized use; (D) what corrective action Distributor

took or will take to prevent further unauthorized disclosures or uses; (E) such other information as MHA may reasonably request; and (iv) take all reasonable and appropriate steps, at Distributor's expense, including the provision of notice to affected individuals, to protect CPI in the event of a failure of Distributor's security safeguards or unauthorized access to CPI from or through Distributor.

g. The provisions of this Section 10 shall survive termination of this Agreement.

10. Non-Solicitation; Non-Circumvention.

. During the term of this Agreement and for a period of twenty-four (24) months after its termination, neither Distributor nor any of its Marketing Representatives shall, either directly or indirectly, attempt in any manner to commercially circumvent, avoid or bypass MHA in any transaction with any MHA Benefit Provider and/or Member listed in Schedule 1 in an effort to avoid the payment of, or decrease the amount of, fees or other compensation which would have otherwise been payable to MHA had Distributor or the Marketing Representative included MHA in the transaction.

a. During the term of this Agreement and for a period of twenty-four (24) months after its termination, Distributor shall not contract with, or attempt to contract with, any third party to provide such third party any or all of the services or benefits provided in the Benefits Plan on a wholesale basis unless such third party enters into an agreement therefore with MHA.

b. The provisions of this Section shall survive termination of this Agreement.

11. Ownership of Expirations.

. For purposes of this Section 12, "Expirations" shall mean all Members, under a Benefits Plan, together with all term expirations and other records pertaining thereto, rights to compensation thereon and all goodwill in connection therewith.

a. Subject to the provisions of this Section 12, the use and control of any Expirations under Benefits Plans sold or placed directly by Distributor and placed with or through MHA (the "Distributor Expirations") shall remain in the undisputed possession and ownership of Distributor, and MHA shall not use its records of such Distributor Expirations in a manner which would abridge Distributor's right of ownership, use and control thereof. Provided, however, if Distributor has not properly accounted for and paid and delivered or MHA has not otherwise received all fees due MHA or any Benefit Provider hereunder, the ownership, use and control of Distributor acknowledges and agrees that all Expirations based on Benefits Plans produced by MHA directly or produced through other Benefits Plan distributors ("MHA Expirations") are and shall be the sole and exclusive property of MHA (or such other distributors, as applicable) and shall continue to be the business of MHA (or such other distributors, as applicable) both during and after the termination of this Agreement for whatever reason.

b. Distributor specifically acknowledges that it has no ownership interest or rights of any kind in or to the MHA Expirations, and no vested or contingent rights to any compensation thereon.

c. Notwithstanding any provision of this Agreement to the contrary (including this Section 12), under no circumstances shall MHA be required to remove the name of any person or entity (including, without limitation, any purchaser of Benefits Plans or Members thereunder) from any lists that MHA may use in making general solicitations for its products and services provided that such lists are not compiled by MHA using the Distributor Expirations.

12. **Independent Relationship.** No provision of this Agreement is intended to create nor shall be deemed or construed to create any relationship between Distributor and MHA other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. The parties hereto are not and shall not be deemed for any purpose to be agents, joint venturers or partners. Neither party is authorized to act as agent for the other, to take any action or make any representation in the name of the other, to represent that it has the power or authority to do so. Neither of the parties to this Agreement nor any of their respective officers, directors, or employees shall hold themselves out as the employee, partner, officer, director or agent of the other party and shall not be deemed or construed to be an employee, partner, officer, director or agent of the other party. Neither MHA nor Distributor is authorized to represent the other for any purpose whatsoever without the prior written agreement of that party.

13. **Regulatory Requirements.** Distributor shall identify and comply with, at its own expense, all laws, rules, regulations, policies and orders applicable to marketing the Benefits Plan including, without limitation, any applicable registration or licensing requirements. Distributor shall immediately notify MHA in writing if any license or registration held by Distributor is suspended, revoked or otherwise restricted, or if any license or registration application submitted by Distributor is denied. Upon request by MHA, Distributor shall provide MHA with evidence of any applicable license or registration.

14. **Term and Termination.**

. This Agreement shall commence on the Effective Date and shall continue in effect until terminated in accordance with the provisions of this Section 15.

a. In accordance with applicable law (to the extent that applicable law prescribes specific requirements for termination) and the provisions hereof, MHA may terminate this Agreement immediately for "Cause" upon written notification to Distributor of such termination. Such written notice shall state the Cause with specificity and the effective date of termination. As used in this Section 15, the term Cause shall include, without limitation, any one or more of the following events:

.Distributor's indictment for or conviction of any felony, fraud or any crime involving dishonesty;

i.The intentional misapplication, misdirection or misappropriation by Distributor of funds or property of MHA or funds received by Distributor for MHA or a Benefit Provider, the failure of Distributor to remit to MHA or a Benefit Provider funds due promptly after written demand therefor or the

failure of Distributor to comply with fiduciary requirements imposed on it under this Agreement and applicable laws and regulations;

- ii. The cancellation, suspension or revocation of or refusal to renew by any issuing regulatory authority of any license or registration required by Distributor in order to perform its duties under this Agreement;
- iii. The institution of any voluntary or involuntary proceeding in bankruptcy or seeking the dissolution of Distributor, or Distributor being declared insolvent;
- iv. Distributor materially breaches this Agreement or intentionally or negligently violates a Marketing Plan; or
- v. The sale or transfer of a thirty-three percent (33%) or more ownership interest in Distributor or the sale or transfer of thirty-three percent (33%) or more of Distributor's assets, each in one or more transactions measured from the Effective Date, without the prior written agreement of MHA.

b. Notwithstanding any other provisions of this section, MHA may terminate the Agreement immediately if MHA reasonably determines that continuing its relationship with Distributor under the Agreement could adversely affect MHA's reputation or its relationship with Benefit Providers, Participating Providers, Members or distributors or regulators.

c. Either party may terminate this Agreement without Cause upon ninety (90) days' prior written notice to the other party; provided, however, if a notice period of more than ninety (90) days is required under applicable law with respect to any such termination, this Agreement shall be terminated in accordance with such applicable law. If this Agreement is terminated under this Section 15(d), Distributor's authority during the period commencing upon the date of notice of termination through the effective date of termination of this Agreement will be limited to servicing existing Benefits Plans and Members and those duties and responsibilities outlined in Section 2 (except for Section 2(a)) as they relate to the aforementioned authority.

d. MHA may terminate this Agreement immediately upon written notification to Distributor upon the cancellation, revocation or suspension by any regulatory or governmental authority of MHA's authority to market, distribute or sell Benefits Plans.

e. Upon the cancellation, termination or expiration of any agreement between MHA and a Benefit Provider that causes MHA to not have a market for any type(s) of products or services hereunder, MHA may immediately upon written notification to Distributor either (i) maintain this Agreement in effect until such time as MHA enters into a new agreement with a Benefit Provider providing a market for such type(s) of products or services, it being understood and acknowledged by Distributor that Distributor will be unable to solicit any such type(s) of products or services until such time as MHA enters into such new agreement, or (ii) terminate this Agreement in its entirety.

f. Upon termination of this Agreement, all Benefits Plans then in force shall be serviced, administered and managed exclusively by MHA or its designee; provided, however, MHA shall have the right to direct Distributor to perform the servicing, administration and management of such Benefits Plans, and Distributor shall comply with any such directive. In the avoidance of doubt and notwithstanding any provision of this Agreement to the contrary (including, without limitation, Section 12), MHA or its designee shall have the right to contact and communicate with policyholders under the Benefits Plans in connection with the servicing, administration, management, billing and renewal of the Benefits Plans, and Distributor shall cooperate with MHA in connection therewith. Distributor shall return to MHA any property (including the Marketing Plans) of MHA that Distributor may have in its possession within twenty-four (24) hours following the termination of this Agreement.

15. **Advertising Reference; Tradenames.** No advertising, promotional or other materials using the name, address, telephone number, description, facilities and/or services of MHA or Distributor shall be released without MHA's or Distributor's written consent, as applicable. Neither party hereto obtains by virtue of this Agreement any rights in, nor shall it use, any trademark, service mark, logo or other proprietary information or intellectual property of any type in which the other party or any of its affiliates has an ownership or licensee interest.

16. **Indemnity.**

. Each party shall and does hereby indemnify and hold harmless the other party and its affiliates and each of its officers, directors, employees, agents, and representatives, from and against any and all claims and demands of every kind and nature asserted by a third party, whether groundless or otherwise, including, but not limited to, any and all actions, causes of action, suits, judgments, controversies, losses, damages, costs, liens, charges, court costs, reasonable attorney's fees, payments, penalties, liabilities and expenses, occasioned by, resulting from, arising out of, related to, or in connection with any alleged misconduct, act, error or omission of the indemnifying party, its employees, officers, directors, agents or representatives, or any of them, in performance of this Agreement, including, but not limited to, failure of the indemnifying party to comply with the terms of this Agreement.

a. Each party shall notify the other party of any claim, demand, suit or threat of suit ("Claim") for which it intends to seek indemnification under this Section 17 promptly upon receipt of notice of any such Claim. Neither party will settle a Claim without the consent of the indemnified party, which consent shall not be unreasonably withheld or delayed.

b. With respect to any third party indemnification Claim set forth in a notice of Claim, the indemnifying party may defend, in good faith and at its own expense, any such Claim and the indemnified party, at its expense, shall have the right to participate in the defense of any such third party Claim. In connection with its defense of a third party Claim, the indemnifying party may select counsel for the defense or prosecution of such action, which counsel shall be subject to the reasonable approval of the indemnified party. So long as the indemnifying party is

defending in good faith any such third party Claim, the indemnified party shall not settle or compromise such third party Claim. The indemnified party shall make available to the indemnifying party or its representatives all records and other materials reasonably required by them for their use in contesting any third party Claim and shall cooperate fully with the indemnifying party in the defense of all such indemnification Claims. The indemnifying party may settle any Claim without the consent of the indemnified party in the event that the sole relief requested is money damages and such money damages are paid in full by the indemnifying party and all litigation against the indemnified party with respect thereto is dismissed with prejudice.

c. The provisions of this Section 17 shall survive termination of this Agreement.

17. **Limitation on Damages.** Neither party nor any of its affiliates shall be liable to the other for any indirect, special, incidental or consequential damages, including, but not limited to, lost profits, arising out of or related to this Agreement, its performance hereunder or its breach of a covenant or representation made hereunder, even if it is advised of the possibility of any such damages.

18. **Notices.** All notices, statements or demands shall be in writing and shall be served in person, by facsimile transmission, by express mail, by certified mail or by private overnight delivery. Service shall be deemed conclusively made (i) at the time of service, if personally served, (ii) at the time of transmission, if served by facsimile, provided that a copy thereof is deposited in the United States mail, properly addressed and postage prepaid, within twenty-four (24) hours following such facsimile transmission, (iii) twenty-four (24) hours after deposit in the United States mail, properly addressed and postage prepaid, if served by express mail, (iv) five (5) days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail and (v) twenty-four (24) hours after delivery by the party giving the notice, statement or demand to the private overnight deliverer, if served by private overnight delivery.

Any notice or demand required to be made under this Agreement to Distributor shall be given to:

DISTRIBUTOR:

Any notice or demand required to be made under this Agreement to MHA shall be given to:

MediShield Health Advocates, Inc.

410 S Ware Blvd
Tampa, FL 33617
833-667-4831
Attn: MediShield
info@bmthealth.com

Any party may, by virtue of written notice in compliance with this Section 20, alter or change the address or the identity of the person to whom any notice or copy thereof, is to be sent.

19. **Amendments.** Except as otherwise provided in this Agreement, no amendment shall become effective unless and until it is reduced to writing and signed by MHA and Distributor.

20. **No Third Party Beneficiaries.** This Agreement is entered into by and between MHA and Distributor and for their sole benefit. There is no intent by either party to create or establish third party beneficiary status or rights or their equivalent in any Member, Participating Provider, Benefit Provider, Marketing Representative or other party which may be affected by the operation of this Agreement.

21. **Nonassignability.** Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing, the provisions of this Agreement shall be binding upon the parties to this Agreement and their respective successors and assigns. Any attempted assignment in violation of this Section shall be of no force or effect.

22. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the conflict of laws provisions thereof. Any action concerning or dispute arising out of or resulting from this Agreement, regarding the interpretation of this Agreement, or regarding the relationship between the parties created pursuant to this Agreement or the negotiations leading to its execution shall be filed and maintained only in the Superior Court of the State of Florida, Hillsborough County, or The United States District Court for the Southern District of Florida.

23. **Legal Action.** In the event of any litigation between or among the parties hereto respecting or arising out of this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and costs, whether or not such litigation proceeds to final judgment or determination.

24. **Severance of Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision has never comprised a part hereof and the remaining provisions shall remain in force and effect, unaffected by such severance.

25. **Waiver.** The waiver by either MHA or Distributor of any breach of any provision, warranty or representation set forth in this Agreement shall not be construed as a waiver of any subsequent breach. Further, failure to exercise any right hereunder shall not operate as a waiver of such right and all rights and remedies provided for herein are cumulative.

26. **Counterparts.** This Agreement may be executed in separate identical counterparts, each of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date first written above.

	MediShield Health Advocates, Inc.
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By:	
Name:	
Title:	
Date:	
	[Name of Distributor]
Agency Affiliation:	
Name:	
Title:	
Date:	
Cell Phone: _____ :	Email: _____