

**INSTRUCTIONS FOR THE MARKETING SERVICES ORGANIZATION
TO COMPLETE THE SUBAGENT AGREEMENT
(For Marketing to Individual Beneficiaries)**

Attached is the Subagent Agreement that may be used for SilverScript Insurance Company and any other CVS Health affiliate offering Part D Plans (together referred to as "SilverScript"). It includes a series of exhibits as follows:

- Exhibit 1: Compensation Schedule to the Subagent Agreement**
 - Schedule A: Compensation Schedule Addendum**
- Exhibit 2: Subagent's Contact Information Sheet**
- Exhibit 3: Enrollment Instructions**
- Exhibit 4: Sub-Business Associate Agreement**

Please complete the following steps to contract with a Subagent.

1. **STEP 1:** Complete the Subagent Agreement. You are "Company" and "Subagent" is the marketing agent. Fill in the blanks under "Company" on the first page and signatory page of the Subagent Agreement
2. **STEP 2:** Complete the applicable portions of the Compensation Schedule to the Subagent Agreement on Schedule A of Exhibit 1. Separate Compensation Schedule charts are provided for the SilverScript Part D Plans.
 - a. Fill in the first line with Effective Date, initial commission amount, and renewal commission amount. The Effective Date on the first line will be the same as the Subagent Agreement Effective Date. If commissions are changed during the plan year, an additional effective date with new commission amounts will be added to the grid. Provide any updates to your upline contractor.
 - b. The "Subagent/Corporate information" section is ONLY completed by a Subagent who is the principal of a wholly owned or controlled agency corporation if the Subagent wants the wholly owned or controlled agency corporation to be included under this Agreement. By completing this section, the Subagent's commissions will be assigned to the wholly owned or controlled agency corporation listed.
3. **STEP 3:** Complete the Sub-Business Associate Agreement. Fill in the blanks on the first page of the Sub-Business Associate Agreement and the "Company" section of the signatory page of the Sub-Business Associate Agreement
4. **STEP 4:** Provide the Subagent Application and completed Exhibits to the Subagent for completion, EXCLUDING this instruction page.
5. **STEP 5:** Once the documents are returned by the Subagent, review the returned document for completeness. Make sure copies of the state licenses are included.
6. **STEP 6:** Sign the Subagent Agreement and Sub-Business Associate Agreement.
7. **STEP 7:** Return the completed agreements and necessary documents to your upline direct contractor. You are required to return 1) the Subagent Agreement, including all required Exhibits, fully completed; and 2) copies of the Subagent's state licenses for each applicable state(s) in which your agent will market, solicit and sell.

**INSTRUCTIONS FOR THE SUBAGENT
TO COMPLETE THE SUBAGENT AGREEMENT
(For Marketing to Individual Beneficiaries)**

Attached is the Subagent Agreement that may be used for SilverScript Insurance Company and any other CVS Health affiliate offering Part D Plans (together referred to as "SilverScript"). The marketing organization you are contracted with is authorized to market some or all of these Part D Plans and you need to confirm with them which Part D Plans you will have the authority to market and sell. The Subagent Agreement includes a series of exhibits as follows:

- Exhibit 1: Compensation Schedule to the Subagent Agreement**
 - Schedule A: Compensation Schedule Addendum**
- Exhibit 2: Subagent's Contact Information Sheet**
- Exhibit 3: Enrollment Instructions**
- Exhibit 4: Sub-Business Associate Agreement**

Please complete the following steps to contract as a Subagent.

1. **STEP 1:** Complete, sign, and date the Subagent Agreement on the signatory page.
2. **STEP 2:** Complete and sign the assignment of commissions in the "Subagent/Corporate information" section on Schedule A of Exhibit 1, if applicable. The Subagent/Corporate information section is ONLY completed by a Subagent who is the principal of a wholly owned or controlled agency corporation if the Subagent wants the wholly owned or controlled agency corporation to be included under this Agreement. By completing this section, the Subagent's commissions will be assigned to the wholly owned or controlled agency corporation listed.
3. **STEP 3:** Complete all blanks in the Subagent's Contact Information Sheet at Exhibit 2.
4. **STEP 4:** Sign the Sub-Business Associate Agreement.
5. **STEP 5:** Provide copies of your state licenses for the applicable state(s).
6. **STEP 6:** Submit all the above items to your upline for signature.

**SUBAGENT AGREEMENT
(Marketing
Part D Plans to Individuals)**

This SUBAGENT AGREEMENT ("Agreement") is entered into by and between NSGA, LLC ("Company") and _____ ("Subagent"), effective on _____ (the "Effective Date").

WHEREAS, Company is a marketing services organization that has contracted with SilverScript Insurance Company and any other CVS Health affiliate offering Part D Plans (together referred to as "SilverScript"). SilverScript Insurance Company is an insurance corporation organized and existing under the laws of the State of Tennessee that is authorized to offer one or more Prescription Drug Plans (Prescription Drug Plans offered by Company are referred to as "Part D Plans") in accordance with Title I of the Medicare Modernization Act of 2003 and its implementing regulations (collectively these laws, regulations, and guidance shall be referred to as "Medicare Part D Rules"). Subagent intends to market said SilverScript Part D Plans under the terms and conditions contained in this Agreement.

WHEREAS, Subagent desires to enter this Agreement with Company to market and solicit sales of the SilverScript Part D Plans that Company is authorized to market,

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, it is agreed as follows:

1.0 Relationship and Scope of Authority. Subject to the terms of this Agreement, the Subagent:

(a) is authorized to market and sell the SilverScript Part D Plans to individuals in any states in which the Subagent is properly licensed and for only the Part D Plans Company is authorized by SilverScript to solicit, market, and sell (the "Territory"), subject to SilverScript's right to approve or disapprove each sale and to terminate any Subagent's ability to offer, sell or solicit applications for SilverScript's Part D Plans at any time in accordance with the terms of this Agreement;

(b) acknowledges and agrees that, subject to applicable law, SilverScript shall have the right, at all times, to not submit, reject or withdraw any application for SilverScript Part D Plans without specifying cause, and to cancel, refuse to renew, or modify any Part D Plan, in accordance with and pursuant to SilverScript's rights under the agreement between SilverScript and Company. Subagent also acknowledges and agrees that SilverScript may discontinue or withdraw, rewrite, replace or convert any Part D Plan now or hereafter made available for sale and that neither Company nor SilverScript shall incur any liability to Subagent as a result thereof. Subagent's authority hereunder shall be limited to marketing, soliciting, and selling SilverScript Part D plans for Company.

(c) acknowledges all SilverScript obligations herein are subject to applicable laws and regulations, any change in laws or regulations applicable to or impacting the products and services or the Medicare Part D program that would materially change or impact SilverScript's obligations, or action taken by CMS or other governmental authority that materially impacts the ability of SilverScript to fulfill its obligations.

2.0 Compensation.

(a) Subject to provisions of this Agreement, including Section (b) below, Company shall pay to Subagent and Subagent agrees to accept the commissions for Initial and Renewal Enrollments (as such terms are defined by CMS) of eligible beneficiaries (“Commissions”) specified in the Compensation Schedule, attached hereto as **Exhibit 1**, on all business produced by Subagent. The Compensation Schedule for the following coverage year shall be provided to Subagent prior to the Annual Coordinated Election Period (i.e., Open Enrollment) for that coverage year. Subagent shall be solely responsible for paying all expenses incurred by Subagent in performance of this Agreement. Subagent agrees not to cause any enrollee in an existing SilverScript Part D Plan to enroll in any other SilverScript Part D Plan unless it is in the best interests of the enrollee. In the event this Agreement is terminated for cause, Company shall cease paying compensation to Subagent and no further payment shall be due. In the event this Agreement is terminated by the Subagent or terminated by Company without cause, Subagent may be entitled to continued compensation payments from Company provided Subagent meets the requirements specified in Exhibit 1. In order to receive compensation after termination, Subagent acknowledges and agrees that any obligations under this Agreement that are by their nature intended to continue in connection with receiving that compensation shall survive termination of this Agreement. This includes but is not limited to: Section 2; Section 3; Section 4; Section 6; Section 7; Section 8; Section 9; Exhibit 1; and Exhibit 4.

(b) The Compensation Schedule and any and all Commissions payable thereunder for a particular coverage year may be modified by Company in its sole discretion and for any reason, by providing written notice to Subagent at least sixty (60) days prior to the start of the coverage year in question. In addition, the Compensation paid or payable under this Agreement may be modified or limited by Company at any time as necessary to comply with federal or state legal or regulatory requirements or new CMS guidance or interpretations applicable to agents or brokers and/or commission payments made by SilverScript to the Company (collectively “Regulatory Requirements”). Such modifications shall be effective upon the earlier of the date Company notifies Subagent of such modifications or the effective date of Regulatory Requirements, irrespective of whether such date has already passed and/or the Compensation has already been paid.

3.0 Additional Responsibilities and Representations.

Subagent represents and warrants that all information provided in this Agreement and in the Contact Information Sheet, attached hereto as **Exhibit 2**, is true, accurate and complete to the best of Subagent’s knowledge. As a condition to entering into this Agreement, Subagent agrees to fully complete the Contact Information Sheet and provide it to Company and SilverScript. Subagent agrees that references to “SilverScript” in this Agreement should be interpreted to apply to the Part D Plan sponsor or sponsors for which Subagent is authorized to market.

Subagent shall make no representations, warranties or commitments of any type to applicants as to the issuance of a Part D Plan, nor will Subagent incur any liability or debt on behalf of Company or SilverScript.

Subagent shall disclose to the individual beneficiary that Subagent has a relationship with SilverScript, SilverScript is compensating Subagent for marketing the Part D Plans to them, and

the terms of the payment that Subagent has negotiated with SilverScript.

Subagent represents and warrants that Subagent has all required licenses, certifications, and/or registrations to perform the services contemplated by this Agreement, including but not limited to current insurance agent license, which is in good standing in the Territory in which the Subagent intends to market, solicit and sell. Subagent agrees that it shall be solely responsible for its activities and that it will indemnify and hold Company and SilverScript harmless with respect to the acts or omissions of Subagent. Subagent shall provide evidence of its licensure and insurance coverage to SilverScript upon initial approval, annually, periodically upon request, and in the case of any change to licensure or insurance coverage.

Subagent represents and warrants that all information provided under this Agreement shall be consistent with and shall comply with the contractual provisions imposed upon SilverScript under the contract between SilverScript and the Centers for Medicare and Medicaid Services ("CMS"). Subagent will at times furnish the services required of Subagent by this Agreement in a manner that permits SilverScript to comply with such contract with CMS. Additionally, Company will monitor Subagent's performance of its services under this Agreement on an ongoing basis.

Except as disclosed to Company in this Agreement, Subagent represents and warrants that Subagent has neither been, nor will be during the term of this Agreement: (i) listed as debarred, excluded or otherwise ineligible for participation in federal or state health care programs; or (ii) convicted of a felony or misdemeanor, excluding traffic violations. If at any time Subagent becomes aware of any violation of this representation and warranty, Subagent agrees to notify Company and SilverScript in writing immediately.

Subagent acknowledges that Part D Plan Sponsors receive payments in whole or in part from federal funds, and therefore that Company and Subagent are subject to certain laws that are applicable to individuals and entities receiving federal funds.

Subagent represents that he/she will not transfer, access, or otherwise handle Protected Health Information (PHI) outside the United States without the explicit prior written permission of SilverScript. To the extent SilverScript provides prior written permission for the handling of PHI by Subagent outside the United States, Subagent agrees to comply with the requirements of the CMS memorandum of July 23, 2007 entitled "Sponsor Activities Performed Outside of the United States (Offshore Subcontracting)" with respect to PHI of Medicare beneficiaries. The terms specified in the attestation contained in that CMS memorandum are hereby incorporated by reference.

Subagent hereby agrees to become familiar with and to comply fully with:

- a. The rules, guidelines, regulations, policies, and procedures of Company and SilverScript;
- b. Part D of Title XVII of the Social Security Act and all rules and regulations related to Part D that are from time to time adopted by CMS (collectively, "Part D");
- c. All other federal health care laws (including civil monetary penalty laws);
- d. Applicable state laws, including the insurance laws of each state in which Subagent markets, solicits, and sells on behalf of Company and each state's appointment laws including paying the costs of any required filings with the state;
- e. CMS policies, including CMS' marketing guidelines, as may be amended from time to

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- time;
- f. The compliance program guidelines in Chapter 9 of the Medicare Prescription Drug Benefit Manual that apply to first tier, downstream or related entities (“FDR’s”) and establish processes to demonstrate such compliance.
 - g. SilverScript’s code of conduct in addition to the code of conduct of any of Subagent’s uplines; and
 - h. All other applicable laws, regulations, guidelines, or policies.

4.0 Marketing, Enrollment and Training.

Subagent agrees that all marketing activities shall be undertaken by the Subagent in full compliance with the marketing standards provided by Company, CMS requirements, and any other applicable federal or state law or regulation including the CMS Marketing Guidelines and understands that in marketing, soliciting, and selling SilverScript Part D plans, Subagent is not permitted to and will not:

- a. Claim recommendation or endorsement by CMS or that CMS recommends that Medicare beneficiaries enroll in the plan.
- b. Make any statement, claim, or promise that conflicts with, materially alters, or erroneously expands upon the information contained in CMS-approved materials.
- c. Offer or provide cash or other remuneration as an inducement for enrollment or otherwise.
- d. Offer gifts or payments as an inducement to enroll in a SilverScript or Company plan or product. Any item offered to potential enrollee must also be of a nominal value (currently defined as an item worth \$15 or less per item, based on the retail purchase price of the item regardless of the actual cost, and the aggregate retail value of all reward items offered annually may not exceed \$50 in the aggregate on an annual basis per member or potential enrollee per year), and must be offered to all potential enrollees without regard to whether or not the beneficiary enrolls, and must not be in the form of cash or other monetary rebates;
- e. Provide meals to potential beneficiaries and enrollees, which are prohibited regardless of value.
- f. Engage in any discriminatory activity such as, for example, attempts to recruit Medicare beneficiaries from higher income areas without making comparable efforts to enroll Medicare beneficiaries from lower income areas.
- g. Solicit door-to-door for Medicare beneficiaries or through other unsolicited means of direct contact, for example, calling, e-mailing or texting a beneficiary without the beneficiary initiating the contact (“cold calls”).
- h. Engage in activities that could mislead or confuse Medicare beneficiaries, or misrepresent the Part D sponsor or its Part D plan. Neither Agent, nor the Part D organization may claim that it is recommended or endorsed by CMS or Medicare or that CMS or Medicare recommends that the beneficiary enroll in the Part D plan. The Agent may explain that the Part D organization is approved for participation in Medicare;
- i. Market non-health care related products to prospective enrollees during any MA or Part D sales activity or presentation. This is considered cross-selling and is prohibited.
- j. Market the Part D Plan and any health care related product during a marketing appointment beyond the scope agreed upon by the beneficiary, and documented by the plan, prior to the appointment (48 hours in advance when practicable). Subagent shall follow all laws and CMS guidance, including, but not limited to Medicare Part D Rules, with respect to Scope of Appointments;
- k. Market additional health related lines of plan business not identified prior to an in-home

appointment without a separate appointment that may not be scheduled until 48 hours after the initial appointment unless the beneficiary asks about another health-related product and signs a new appointment listing that health-related product.

- l. Distribute marketing materials for which, before expiration of the 45-day period, the PDP Sponsor receives from CMS written notice of disapproval because it is inaccurate or misleading, or misrepresents the PDP Sponsor, its marketing representatives, or CMS.
- m. Use providers, provider groups, or pharmacies to distribute printed information for beneficiaries to use when comparing the benefits of different Part D plans unless providers, provider groups or pharmacies accept and display materials from all Part D plan sponsors with which the providers, provider groups, or pharmacies contract. The use of publicly available comparison information is permitted if approved by CMS in accordance with the Medicare marketing guidelines.
- n. Conduct sales presentations or distribute and accept Part D plan enrollment forms in provider offices, pharmacies, or other areas where health care is delivered to individuals, except in the case where such activities are conducted in common areas in health care settings.
- o. Conduct sales presentations or distribute and accept plan applications at educational events.
- p. Employ Part D plan names that suggest a plan is not available to all Medicare beneficiaries
- q. Use a plan name that does not include the plan type. The plan type should be included at the end of the plan name;
- r. Engage in any other marketing activity prohibited by CMS.

Subagent may access and print on-demand SilverScript approved materials via the SilverScript agent portal ("Agent Portal"). Materials available via the SilverScript Agent Portal include, but are not limited to, Summary of Benefits, enrollment applications, and brochures. Subagent shall distribute marketing materials at its sole cost and expense. Subagent shall use only SilverScript and Company provided, and CMS approved, materials to market SilverScript products to prospective individuals. Subagent shall not advertise or publish any matter or thing concerning SilverScript or its products that is not provided by SilverScript and Company without filing a proposed copy of such material with SilverScript and obtaining approval, signed by an officer of SilverScript. All printed matter and supplies SilverScript and Company furnish (including the intellectual property rights therein) are property of SilverScript and shall be promptly returned to SilverScript; or destroyed upon request or when this Agreement terminates.

For each individual beneficiary electing coverage under a SilverScript Part D Plan, the Subagent shall obtain a completed and signed application for each prospective beneficiary. Subagent shall deliver each completed application to the appropriate upline entity and enter each enrollment in the SilverScript Agent Portal, all in accordance with SilverScript's enrollment instructions, which are attached hereto as **Exhibit 3** and may be modified from time to time at SilverScript's sole discretion.

At Subagent's cost and expense, Subagent shall undergo CMS endorsed or approved annual training and pass the required annual test in accordance with this Agreement, CMS regulations and guidelines, and SilverScript and Company standards. Company shall at its own cost and expense make available to the Subagent the SilverScript Agent Portal for Subagent training and testing purposes.

5.0 Term and Termination. The initial term of this Agreement shall be effective on the Effective Date first above written and, unless otherwise terminated as set forth below, shall

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continue through the following coverage year (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one year terms October 1 of each year thereafter unless either party provides written notice to the other party of its decision not to renew at least thirty (30) days prior to the end of each term. This Agreement may also be terminated at any time without cause by Company upon Company providing Subagent with thirty (30) days prior written notice. Subagent acknowledges that SilverScript may terminate Subagent's right to market, solicit and sell SilverScript Part D plans and products as permitted under and subject to SilverScript's agreement with the Company. In addition, Company, in its sole discretion, may terminate this Agreement for "cause" immediately upon mailing written notice to the Subagent's last known address if Subagent, its officers or any of its employees or agents (i) commits any fraud in connection with the duties, services or actions being performed on behalf of the other party under this Agreement; (ii) violates any of the material terms of this Agreement; or (iii) voluntarily or involuntarily dissolves or becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

6.0 Records and Reports. Subagent shall maintain, and make available to Company, SilverScript and any appropriate governmental agency, all books and records relating to the Part D Plan, the services provided under this Agreement or those records that may be requested by CMS or a state regulatory agency for the longer of the period required under applicable federal or state law or by CMS.

7.0 Confidential Information. In connection with this Agreement, each party may disclose to the other party certain proprietary or confidential technical and business information, databases, trade secrets, and innovations belonging to the disclosing party ("Confidential Information"). Both during and after the term of this Agreement, Subagent will use diligent efforts to maintain in confidence and use Confidential Information only for the purposes of this Agreement. The proceeding obligations shall not apply to information that (a) has been publicly disclosed through no fault of Subagent, (b) Company agrees in writing may be disclosed, or (c) that either party is required to disclose pursuant to a valid subpoena, judicial or administrative order, or other legal requirement; provided that the party subject to such legal requirement shall give the other party prompt notice of such legal objections to such disclosure. Nothing in this Agreement shall constitute a grant, license, or otherwise provide to the Subagent any proprietary rights, at any time whether during the term of this Agreement or subsequent to its termination. If any party fails to comply with this Section, the infringed party shall be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages (including reasonable attorneys' fees) caused by the breach, and to any other remedies provided by law.

8.0 Indemnity. Subagent agrees to indemnify Company and SilverScript and its affiliates, shareholders, directors, officers and employees and to hold them harmless from any and all expenses, liabilities, costs, cause or causes of action and damages, including attorneys fees and costs of litigation, resulting from or growing out of any breach of this Agreement or any related documents or any unauthorized, fraudulent, negligent or wrongful act, omission, statement or representation by Subagent, its officers or any of its employees. This Section shall survive the termination of this Agreement for any reason.

9.0 Confidentiality of Protected Health and Financial Information of Consumers. The Subagent hereby agrees to comply with The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and The Gramm-Leach Bliley Act of 1999 ("GLB") and their implementing regulations and with other federal and state laws and regulations controlling the use, disclosure, transmission and storage of health and financial information. Subagent further agrees to comply

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with the terms and conditions contained in the Sub-Business Associate Agreement, attached hereto as **Exhibit 4**.

10.0 General Provisions. The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. No term or provision of this Agreement is for the benefit of any person who is not a party hereto and no such party shall have any right or cause of action hereunder.

This Agreement cannot be assigned by any party without the prior written approval of the other parties, which any party may withhold, in its sole discretion. The provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns.

This Agreement constitutes the entire agreement between the parties with respect to the SilverScript Part D Plans, and supersedes any previous written or oral agreements with respect to the Part D Plans. This Agreement shall be amended only by written agreement signed by a duly authorized officer of each of the parties; provided that new Compensation Schedules shall become part of the Agreement in accordance with Section 2 above.

The waiver by any party of any other party's breach or violation of any provisions of this Agreement shall not be construed as a waiver of any subsequent breach or violation, and the waiver by any party of the right to exercise any remedy that it may possess hereunder shall not be construed as a bar to the exercise of such right or remedy by such party upon the occurrence of any subsequent breach or violation. In the event any article, section or provision of this Agreement or related documents is found to be void and unenforceable, the remaining articles, sections and provisions of this Agreement or related documents shall nevertheless be binding upon the parties with the same force and effect as though the void or unenforceable part had not been severed or deleted.

This Agreement shall be governed by and construed in accordance with the laws of the state of Company's domicile, without giving effect to the principles of conflicts of laws thereof. All disputes hereunder shall be brought in the federal and state courts located in the county of the state where the Company is principally domiciled, and the parties hereto hereby consent to jurisdiction and venue in said courts.

All notices, certificates, requests, demands and other communications provided for under this Agreement shall be in writing and shall be (a) personally delivered, (b) sent by first class United States mail, or (c) sent by overnight courier of national reputation, in each case addressed to the party to whom notice is being given at its address as set below or, as to each party, at such other address as may hereafter be designated. All such notices, requests, demands and other communications shall be deemed to have been given on (a) the date received if personally delivered, (b) when deposited in the mail if delivered by mail, or (c) the date sent if sent by overnight courier.

The parties' respective rights and obligations under this Agreement, which by their nature shall survive termination, cancellation, or expiration of this Agreement shall survive.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

COMPANY: NSGA, LLC

By: _____

Name: Matthew B. Graham

Title: Authorized Representative

SUBAGENT

By: _____

Name: _____

Title: _____

EXHIBIT 1
Compensation Schedule to the Subagent Agreement

Subject to and as limited by the compensation terms set forth in Section 2 of the Agreement, for Initial and Renewal Enrollments for the 2017 coverage year Company shall pay, and Subagent agrees to accept, the commissions set forth in the 2017 Compensation Schedule Addendum for enrollment and renewal of eligible beneficiaries in a SilverScript Part D plan. Subagent acknowledges that the total compensation paid to Subagent shall be paid in accordance with CMS regulations and CMS implementing guidance regarding the payment of compensation to agents and brokers.

Subagent acknowledges and agrees that the Company is solely responsible for payment of the commissions under this Agreement and SilverScript has no obligation to make payments hereunder.

As required under Part D regulations, any new member enrollment with SilverScript shall be paid as a Renewal Enrollment if the SilverScript member was previously enrolled in a Like Plan Type within the applicable 6 Year Cycle defined by CMS.

For each coverage year, commissions will be paid only for each SilverScript and CMS approved member, to the extent that the member remains enrolled as a SilverScript member. When a beneficiary disenrolls from the plan, or discontinues payment of premiums, during the member's first three (3) months of enrollment, Company will recover all Commissions paid. For any member who disenrolls from the plan, or discontinues payment of premiums, in months four (4) through twelve (12) of the coverage year, Company will recover a pro-rated Commission chargeback for these months in which the beneficiary is not enrolled. Commissions are payable only for a Medicare beneficiary who is enrolled in a SilverScript Part D Plan as a result of the services provided by the Subagent.

Company will pay commissions for Initial Enrollments only after each new enrollee is approved by CMS. Renewal Commissions will be paid by approximately March 1st of each coverage year.

Commissions and the process for payment thereof are subject to and limited by Medicare Part D rules. The parties specifically agree that, if permissible, the amount of commissions will be revised on a pro-rata basis to reflect changes resulting from any such law, regulation, guidance, or revisions or modifications. The obligation to pay commissions shall terminate in the event that CMS ceases payments to SilverScript for the Part D Plans covered under this Agreement. If this Agreement is terminated for cause, then all of Subagent's rights to any compensation shall be immediately terminated and forfeited.

No commissions shall be paid on lapsed enrollees. If a lapsed enrollee is reinstated by Subagent, the commission to be paid to Subagent shall be the same amount as for the renewal of such Part D Plan. Reinstatement commissions are to be determined in accordance with the Commission Schedule in effect at the time of reinstatement. If SilverScript discontinues an existing Part D insurance product in existence as of the Effective Date of this Agreement, any commissions related to the rewriting, replacement, or conversion of one form of Part D Plan to another new SilverScript Part D product (or on surrendered Part D Plans) are not covered by this Agreement but may be mutually determined by Company and Subagent unless required by law to be determined in different manner, including but not limited to the rules for Like Plans.

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Renewal commissions for Subagents will continue to be paid for each renewed enrollee if the Subagent remains in compliance with CMS requirements, maintains good standing with SilverScript, and has not otherwise breached this Agreement. "Good standing" shall include a valid license, state appointment, annual training and testing, and other requirements for marketing and payment of compensation, as modified by SilverScript or CMS. Training and testing certification must be completed by December 7 to remain in good standing for renewals in effect the following plan year (*e.g., by December 7, 2016 for renewals for the 2017 plan year.*) Nothing in this Agreement requires SilverScript to contract with the Subagent if the Subagent is no longer contracted with Company. Company shall not pay Subagent commissions for a renewed enrollee if a Subagent is no longer in good standing during the applicable period. Subagent acknowledges and understands that in order to receive renewal commissions, Subagent must continue to abide by the applicable terms of the Agreement even if the Agreement has been terminated. If Company has already paid a commission to the Subagent for a renewed enrollee and the Subagent is later discovered to not be in good standing for the applicable period, then the Subagent shall repay Company the full amount of the renewal commission paid for that period.

Company may furnish Subagent with a periodic statement of Subagent's account and will pay any amount due Subagent hereunder. Upon receipt of such statement the Subagent shall immediately examine it, and if not satisfied as to its accuracy, Subagent shall return such statement to Company with details of any discrepancy therein within thirty (30) days of the date of the statement; otherwise the statement shall be deemed accepted by Subagent as true and correct. The account on the books of Company shall be prima facie evidence of such account for all purposes.

Unless otherwise defined herein, any capitalized terms herein shall have the meaning set forth under Medicare Part D Rules.

**SCHEDULE A
COMPENSATION SCHEDULE ADDENDUM FOR SILVERSCRIPT**

Effective Date*	Initial Enrollment	Renewal Enrollment
2017	\$	\$
MGA	\$5	\$3
GA	\$5	\$2
AGENT	\$71	\$36
LOA	\$0	\$0

*This Compensation Schedule Addendum shall remain in effect until a new Compensation Schedule Addendum becomes effective.

Subagent/Corporate Information:

This section is to be completed only by a Subagent who is the principal of a wholly owned or controlled agency corporation if the Subagent wants the wholly owned or controlled agency corporation to be included under this Agreement. By completing this section, the Subagent's commissions will be assigned to the wholly owned or controlled agency corporation listed below. Neither SilverScript Insurance Company nor Company shall have any obligation to pay any Commissions, or any other compensation whatsoever, directly to Subagent in connection with the services provided under this Agreement.

Agency/Corporate Name: _____

Corporate Tax I.D. Number: _____

Agency/Corporate Mailing Address:

Street Address 1: _____

Street Address 2: _____

City: _____

State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

EXHIBIT 2

Subagent's Contact Information Sheet

<u>AGENT INFORMATION:</u>			
Agent Name:			
First:	Middle:	Last:	
Agent Birth Date:	Agent SSN:		
Email Address:			
<u>BUSINESS ADDRESS:</u>			
Street Address 1:			
Street Address 2:			
City:	State:	Zip Code:	
Telephone #:	Mobile #:	Fax #:	
<u>RESIDENT ADDRESS:</u> () Check here if same as mailing address			
Street Address 1:			
Street Address 2:			
City:	State:	Zip Code:	
<u>NATIONAL PRODUCER NUMBER (NPI):</u>			
<u>CONTRACTING INFORMATION:</u>			
<u>Contracting Identity (circle one):</u>	Individual	Corporation	Partnership
<u>REQUESTING AUTHORIZATION TO RECEIVE COMMISSIONS IN THE STATES OF:</u>			
State:	License #:	Expiration Date:	
State:	License #:	Expiration Date:	
State:	License #:	Expiration Date:	
State:	License #:	Expiration Date:	
State:	License #:	Expiration Date:	
State:	License #:	Expiration Date:	

EXHIBIT 3
ENROLLMENT INSTRUCTIONS

1. Dating the Receipt of the Enrollment Request: The agent must date all enrollment forms on receipt. If the form is complete on receipt, then the date stamp showing the date of receipt becomes the application date for purposes of submitting the enrollment to CMS. If additional documentation is required to complete the enrollment request, this documentation must be dated on receipt. The date on the last additional documentation required to complete the enrollment request will be the application date for purposes of submitting the enrollment to CMS. This date is the one used for determining the enrollment period and effective date of enrollment (see #11 below).
2. Information Verification: The agent must verify the following:
 - Spelling of the prospective enrollee's complete name;
 - Correct recording of sex;
 - Health Insurance Claim Number; and
 - Date of Birth.

In face-to-face interviews, this verification should be done using the prospective enrollee's Medicare card. For other forms of enrollment (e.g., mail, fax), verification should be done by contacting the prospective enrollee by phone or other means, or by requesting that the prospective enrollee include a copy of his/her Medicare card when mailing in the enrollment request.

3. Enrollment Form Information and Enrollment Process: The Company and its Subagents agree to use and complete SilverScript's enrollment form for enrollments into a SilverScript Part D Plan and agree to adhere to SilverScript instructions with respect to the process for enrollment as well as providing all documents and information necessary to complete an enrollment as determined by SilverScript.
4. Permanent Residence: The agent must confirm that that the prospective enrollee's permanent address is in the plan's service area. If a Post Office Box is given, the agent must contact the prospective enrollee to determine their place of permanent residence, unless the person is homeless. For homeless prospective enrollees, a PO Box, address of a shelter or clinic, or the address where the prospective enrollee receives mail may be given instead of a residential address. If there is a dispute about the prospective enrollee's permanent residence, this must be resolved in accordance with State law.
5. Entitlement to Medicare: The agent should attempt to verify the prospective enrollee's entitlement to Part A and/or enrollment in Part B by reviewing the prospective enrollee's Medicare ID card or other documentation, such as an SSA award letter.
6. Legal Representatives: If someone other than the prospective enrollee signs the enrollment form, the agent must confirm that the person signing has (i) attested that he or she has authority under State law to make the enrollment request on behalf of the prospective enrollee, (ii) attested that a copy of the proof of other authorization required by State law that empowers the individual to effect an enrollment request on behalf of the prospective enrollee (e.g., court-appointed legal guardianship or durable power of attorney) is available upon request by the plan or CMS, and (iii) provided contact

information. If the agent is aware that the prospective enrollee has a representative payee designated by SSA to handle the prospective enrollee's finances, the agent should contact the representative payee to determine whether he/she is the appropriate person under State law to sign the enrollment form for the prospective enrollee.

7. Date of Enrollment Form: If the date is not filled in on the enrollment form by the prospective enrollee or their legal representative, the date of receipt that the agent stamps on the enrollment form should be treated as the "signature date" of the request.
8. Helping Fill-Out the Form: If the agent helps the prospective enrollee fill out the enrollment form, then the agent must also sign the form and indicate his/her relationship to the prospective enrollee. Merely pre-populating the form, with the prospective enrollee's name and mailing address (but not phone number) when the prospective enrollee requested that the form be mailed to him/her is not considered helping the prospective enrollee fill out the form, and so does not require that the agent sign the form. Similarly, correcting information on the form after verifying it does not require the agent's signature.
9. Enrollment by Telephone: With prior written approval by SilverScript, Subagents may accept enrollment requests via an incoming (in-bound) telephone call. The following additional guidelines must be followed for telephone enrollments:
 - Enrollment requests may only be accepted from/during an incoming (or inbound) telephone call from a beneficiary;
 - Outbound calls may not be transferred to inbound lines for telephone enrollment;
 - Individuals must be advised that they are completing an enrollment;
 - Each telephonic enrollment request must be recorded and include statements of the individual's agreement to be recorded, required elements necessary to complete the enrollment and a verbal attestation of the intent to enroll. If the request is made by someone other than the beneficiary, the recording must include the attestation regarding the individual's authority under State law to complete the request, in addition to the required contact information;
 - Agent must ensure that the telephone enrollment request is effectuated entirely by the beneficiary or his/her authorized representative;
 - All telephonic enrollment recordings must be reproducible and maintained per CMS requirements for at least 10 years and sent to SilverScript or the appropriate upline entity in a format and timeline agreed to by SilverScript;
 - Each telephone enrollment must include a tracking mechanism to provide the individual with evidence that the telephone enrollment request was received (e.g. a confirmation number.)
 - Collection of financial information is prohibited at any time during the call; and
 - A notice of acknowledgement and other required information must be provided to the individual as described in applicable CMS guidance; and
 - Telephone enrollments may only be performed pursuant to scripts developed for this purpose by SilverScript that contain the required elements for completing an enrollment request and that have been approved by CMS. SilverScript MUST approve and submit to CMS for approval all telephone enrollment scripts, unless otherwise agreed to in writing by the parties.
10. Correction of Information: The agent should make any necessary corrections to the enrollment form (e.g. if digits are transposed in a phone number) and place his/her initials and the date next to the correction. Alternately, rather than initialing the

correction, the agent may attach a separate “correction” sheet that the agent signs and dates, or an electronic record of a similar nature, and this should become part of the enrollment record.

11. Determining Enrollment Period and Effective Date: The agent must determine the type of enrollment period that applies to the prospective enrollee (e.g. by the prospective enrollee’s date of birth, Medicare card, a letter from SSA, and the date the completed enrollment form is received), and therefore, the effective date of coverage.

There are three valid enrollment periods for which an individual may enroll in a PDP, they are: the Initial Enrollment Period for Part D (“IEP”); the Annual Coordinated Election Period (“AEP”); and Special Enrollment Periods (“SEP”).

The IEP is the period during which an individual is first eligible to enroll in a Part D plan. The beneficiary has a 7-month period that begins 3 months before the month an individual meets the eligibility requirements to enroll in a Medicare D Plan and ends 3 months after the month of eligibility. A beneficiary who was eligible for Medicare prior to age 65 (such as for disability or renal failure) has a second IEP for Part D based on attaining age 65.

The AEP occurs October 15 through December 7 of every year. During this timeframe an individual can enroll in or change his/her plan for an effective date of January 1st of the following year. Individuals are limited to one AEP enrollment choice during this timeframe.

The SEP is the period that an individual can enroll based on special circumstances. Examples of an SEP are:

- Change in residence to a different region;
- Involuntary loss of creditable coverage;
- Dual eligibility;
- Other low income subsidies;
- Institutionalization; and
- MA “open enrollment periods.”

Unless otherwise required by CMS Guidance, verbal confirmation is acceptable from the beneficiary regarding the conditions that make him or her eligible for the SEP and shall be documented as the SEP reason in the application form and in the portal.

In face-to-face or telephone enrollments, the agent may advise the prospective enrollee of the proposed effective date, but must stress that this is only a proposed effective date, and that the prospective enrollee will hear directly from the plan to confirm the actual effective date of enrollment.

12. Multiple Enrollment Periods: If more than one enrollment period applies, the prospective enrollee must be allowed to choose the enrollment period that applies, and therefore, the effective date of coverage (except that the effective date can never be earlier than the month the prospective enrollee is entitled to Medicare Part A and/or enrollment in Part B).
13. Choosing Enrollment Period: If the prospective enrollee does not choose an effective date when more than one enrollment period applies, the agent must contact the

prospective enrollee to obtain his/her preference. If the agent is unsuccessful in obtaining the prospective enrollee's choice, the agent must determine the enrollment period based on the ranking provided by CMS in the Final PDP Guidance on Eligibility, Enrollment and Disenrollment (i.e., first IEP for Part D, then SEP, then AEP).

14. Submitting the hard copy enrollment form: For all enrollments except phone enrollments (see below), Agents **MUST** send the signed paper copy of the enrollment form directly to SilverScript or to the appropriate upline entity who will then send the copy to SilverScript. Agents must also give a copy of the enrollment form to the beneficiary that they are enrolling into SilverScript. If an enrollment is performed over the phone, a copy of the phone recording **MUST** be submitted to SilverScript or the appropriate upline entity.
15. Scope of Appointment: Along with the enrollment application, the agent must submit the Scope of Appointment form to SilverScript or the appropriate upline entity in connection with any face-to-face personal/individual marketing appointment including under the following circumstances:
 - In-home sales appointments or personal/individual appointments with an existing member/client in office, coffee shop or other similar location;
 - For appointments with new members/clients (not existing members/clients); and/or
 - When a plan or agent/broker sells more than one type of product.
16. Commissions: To be eligible for commissions, all enrollments must be performed using SilverScript forms and process and must be done by agents who have completed the background check, are licensed and appointed in the State of enrollment and have passed training and certification. In addition, for face to face enrollments, a paper copy of the enrollment and scope of appointment must also be sent to SilverScript or the appropriate upline entity as described in Section 14 and 15 above.

EXHIBIT 4
Sub-Business Associate Agreement

This Business Associate Agreement (“Agreement”) is effective as of the Effective Date specified below by and between _____ (“Sub-Business Associate”) and NSGA, LLC on behalf of itself and any subsidiaries and affiliates (“Company”).

This Agreement is effective as of _____ or the effective date of the Services Agreement (as defined below) if earlier than the date of this Agreement (the “Effective Date”).

WHEREAS, Company performs services for SilverScript Insurance Company (“SilverScript”), and in the course of providing such services may have access to Protected Health Information and Personal Information (each as defined below).

WHEREAS, Company subcontracts a portion of those services to Sub-Business Associate pursuant to one or more service agreements entered into between the parties (collectively “Services Agreement”), and in the course of providing such services may have access to Protected Health Information and Personal Information. .

NOW, THEREFORE, Company and Sub-Business Associate mutually agree to the terms of this Agreement in order to comply with the HIPAA Rules as defined below.

1. Definitions

(a) “Applicable Law” shall mean any national, state, regional and/or local laws, rules, regulations, security requirements and regulatory guidance applicable to either party’s performance under the Services Agreement including but not limited to those applicable to the Processing of Personal Information.

(b) “Breach” shall have the same meaning as the term “Breach” in 45 CFR 164.402.

(c) “HIPAA Rules” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the “HITECH Act”) and the federal regulations published at 45 CFR parts 160 and 164 and any other applicable federal and state privacy and security laws regarding individually identifiable health information.

(d) “Individual” shall have the same meaning as such term as defined in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g) or other applicable federal or state law.

(e) “Incident” shall mean the use, disclosure or processing of Personal Information that is not authorized by this Agreement, or the interference with information systems containing Personal Information.

(f) “Personal Information” has the meaning given by Applicable Law and includes any and all information or data (regardless of format and whether alone or in combination) that relates to an identified or identifiable individual, and is supplied to or Processed by or on behalf of Company in connection with the provision of its services under the Services Agreement or otherwise for or on behalf of SilverScript. Personal Information includes Protected Health Information.

(g) “Process” means any operation which is performed upon Personal Information, whether or not by automatic means, including but not limited to the access, granting access to, acquisition, collection, recording, organization, storage, alteration, retrieval, consultation,

use, disclosure, combination, transfer, blocking, return or destruction of Personal Information. "Processed", or "Processing" shall be construed accordingly.

(h) "Protected Health Information" shall have the same meaning as such term is defined in 45 CFR 160.103, but limited to information created, accessed or received for or on behalf of SilverScript, or in the course of providing its services under the Services Agreement.

(i) "Satisfactory Background Screening" shall mean, collectively (1) a national federal criminal database check; (2) a seven-year county of residence criminal conviction search; and (3) in each of (1) and (2) above, a screening result which contains no felony or misdemeanor conviction that related to fraud or theft (including but not limited to, shoplifting, larceny, embezzlement, forgery, credit card fraud, or check fraud), the disposition of which is within seven years, as allowed by law

(j) "Secure" shall mean to render unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act, as updated from time to time ("Guidance") which, in the case of electronic information, requires that it be encrypted in accordance with standards specified in such Guidance.

All capitalized terms used in this Agreement and not defined elsewhere herein or in the Services Agreement shall have the same meaning as those terms are used or defined in the HIPAA Rules.

2. Obligations of Sub-Business Associate with respect to Use and Disclosure of Protected Health Information

(a) Sub-Business Associate shall not use or disclose Personal Information except as permitted or required by this Agreement or as Required by Law, and only in compliance with Applicable Law.

(b) Sub-Business Associate agrees to satisfy and comply with the HIPAA Rules concerning the confidentiality, privacy, and security of Protected Health Information that apply to business associates. To the extent Sub-Business Associate carries out any obligations under the Privacy Rule (45 CFR Subpart E of Part 164) for SilverScript, Sub-Business Associate shall comply with the requirements of the Privacy Rule that apply to the performance of such obligations.

(c) Sub-Business Associate agrees to mitigate, at its sole expense, any harmful effect(s) resulting from an Incident.

(d) Sub-Business Associate agrees to ensure that any agent or Subcontractor that may have access to Personal Information has entered into a written contract with Sub-Business Associate that contains the same restrictions, conditions and requirements that apply through this Agreement to Sub-Business Associate prior to an agent or Subcontractor obtaining such access. Sub-Business Associate agrees that if Sub-Business Associate knows of a pattern of activity or practice of an agent or Subcontractor that constitutes a material breach or violation of the agent's or Subcontractor's obligation under such written contract, Sub-Business Associate shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the contract, if feasible. Sub-Business Associate shall be liable to SilverScript for any acts, failures or omissions of its agent or Subcontractor in violation of the requirements of this Agreement as if they were Sub-Business Associate's own acts, failures or omissions, to the extent permitted by law and any rights that SilverScript may exercise in connection with this Agreement in relation to Sub-Business Associate, Sub-Business Associate will ensure SilverScript may also exercise in relation to any such Subcontractors.

(e) Sub-Business Associate agrees that it shall request, use and disclose only a Limited Data Set or, if that is not practicable, only the minimum necessary Personal Information to perform or fulfill a specific function required or permitted under this Agreement. Sub-Business Associate agrees to comply with any guidance issued by the Secretary regarding minimum necessary.

(f) If Sub-Business Associate conducts, in whole or in part, any Transactions electronically on behalf of Company, Sub-Business Associate shall comply with the applicable requirements of 45 CFR 162 and shall require that any agents or Subcontractors that perform, in whole or in part, such electronic Transactions on its behalf, agree in writing to comply with such requirements. Sub-Business Associate will not enter into or permit its agents or Subcontractors to enter into any trading partner agreement in connection with the conduct of Transactions on behalf of the Company that: (i) changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data element or segment to the maximum defined data set; (iii) uses any code or data element that is marked or "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or (iv) changes the meaning or intent of the Standard Transaction's implementation specification.

Sub-Business Associate agrees to report any Incident affecting Personal Information under the control of Sub-Business Associate, its agents or Subcontractors to Company and SilverScript immediately, but in no event later than within two (2) business days, after it is discovered. An Incident shall be treated as discovered when any employee, director, officer, or agent of Sub-Business Associate knows or should have known of such Incident by exercising reasonable diligence. Such report shall be made in writing to Company and by email to SilverScript at privacy.officer@cvscaremark.com. Sub-Business Associate shall provide the following information concerning the Incident: (i) a brief description of what happened, including the date of the Incident and the date of the discovery of the Incident, if known; (ii) the individuals affected; (iii) a description of the data elements involved in the Incident; (iv) any steps individuals should take to protect themselves from potential harm resulting from the Incident; (v) a brief description of what Sub-Business Associate is doing to investigate the Incident, to mitigate harm to individuals, and to protect against any further incidents; and (vi) any other information reasonably requested by Company or SilverScript. If such information is not available to Sub-Business Associate at the time the Incident is required to be reported to Company and SilverScript, Sub-Business Associate shall continue to diligently investigate the Incident and provide such information to Company and SilverScript promptly as it becomes available. The Sub-Business Associate shall maintain complete records regarding the Incident for the period required by 45 CFR 164.530(j) or such longer period required by state law, and shall make such records available to Company or SilverScript promptly upon request, but in no event later than within forty-eight (48) hours of such request.

(g) Within five (5) business days of receipt of a request from Company, Sub-Business Associate shall provide to Company or, at its direction, to an Individual, Protected Health Information relating to that individual held by Sub-Business Associate or its agents or Subcontractors in a Designated Record Set in accordance with 45 CFR 164.524. In the event any Individual requests access to his or her Protected Health Information directly from Sub-Business Associate, Sub-Business Associate shall, within five (5) business days of receipt of such request, forward the request to Company unless the Privacy Rule requires Sub-Business Associate to receive and respond to such requests directly, in which case Sub-Business Associate shall respond directly as required by and in accordance with 45 CFR 164.524, and shall send a copy of such response to Company.

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(h) Within five (5) business days of receipt of a request from Company, Sub-Business Associate agrees to make any requested amendment(s) to Protected Health Information held by it or any agent or Subcontractor in a Designated Record Set in accordance with 45 CFR 164.526. In the event any individual requests an amendment to his or her Protected Health Information directly from Sub-Business Associate, Sub-Business Associate shall, within five (5) business days of receipt thereof, forward such request to Company.

(i) Within ten (10) business days after Sub-Business Associate, its agents or Subcontractors makes any disclosure of Protected Health Information for which an accounting may be required under 45 CFR 164.528, Sub-Business Associate agrees to provide in writing to Company and via email to SilverScript at privacy.officer@cvscaremark.com, the information related to such disclosure as would be required to respond to a request by an Individual for an accounting in accordance with 45 CFR 164.528. In the event any Individual requests an accounting of disclosures under 45 CFR 164.528(a) directly from Sub-Business Associate, Sub-Business Associate shall, within ten (10) business days of receipt of such request, forward the request to Company unless the Privacy Rule requires or Company directs that Sub-Business Associate to receive and respond to such requests directly, in which case Sub-Business Associate shall respond directly as required by and in accordance with 45 CFR 164.528, and shall send a copy of such response to Company.

(j) Within five (5) business days of receipt of a request from Company, Sub-Business Associate agrees to comply with any request for confidential communication of, or restriction on the use or disclosure of, Protected Health Information held by it or any agent or Subcontractor as requested by Company and in accordance with 45 CFR 164.522.

(k) Sub-Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Personal Information available to the Secretary of Health and Human Services or her/his designees or other government authorities in a time and manner designated by Company or such governmental authorities, for purposes of determining compliance with Applicable Law. Sub-Business Associate shall provide a copy of such books and records to Company at the same time as these are provided to the Secretary or other government authorities.

(l) Sub-Business Associate shall maintain documentation of its obligations hereunder to the extent and for the period required by Applicable Law, including 45 CFR 164.530(j).

(m) Notwithstanding any other provisions of this Agreement, to the extent Company provides prior written permission for the handling of Personal Information by Sub-Business Associate or its agents or Subcontractors outside the United States pursuant to Section 7(f) below, Sub-Business Associate agrees to comply with the requirements of the CMS memorandum of July 23, 2007 entitled "Sponsor Activities Performed Outside of the United States (Offshore Subcontracting)" with respect to Protected Health Information of Medicare beneficiaries. The terms specified in the attestation contained in that CMS memorandum are hereby incorporated by reference.

3. Security of Protected Health Information

(a) Sub-Business Associate agrees to use appropriate safeguards to protect against any use or disclosure of Personal Information not provided for herein and to comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information. Without limiting the foregoing, Sub-Business Associate agrees to implement appropriate administrative, physical, and technical safeguards to prevent the unauthorized use and disclosure of Personal Information, and to protect the confidentiality,

integrity, and availability of Electronic Personal Information against accidental or unlawful destruction, alteration, unauthorized or improper disclosure or access, including monitoring access to, use and disclosure of Personal Information whether in physical or electronic form. Sub-Business Associate will regularly test and monitor the effectiveness of its safeguards, controls, systems and procedures, and will periodically identify reasonably foreseeable internal and external risks to the security, confidentiality, integrity, and availability of the Personal Information, and ensure that these risks are addressed. Sub-Business Associate shall use secure user identification and authentication protocols, including, but not limited to unique user identification, use of appropriate access controls, and strict measures to protect identification and authentication processes.

(b) Sub-Business Associate agrees, to the extent practicable, to Secure all Personal Information at rest, in motion or in use. Without limiting the foregoing, Sub-Business Associate agrees in all cases to Secure all Electronic Protected Health Information in motion and all Electronic Personal Information placed or stored on portable devices, and to dispose of all Protected Health Information in a Secure manner, including the permanent removal of all Protected Health Information from Electronic Media and hard disks, whether on fax, copier, computer, portable device or otherwise, before making such Electronic Media available for re-use. Notwithstanding the foregoing, beginning January 1, 2017, Sub-Business Associate agrees to Secure all electronic Personal Information at rest.

(c) Sub-Business Associate's security practices for Protected Health Information must be evaluated and certified by a person holding a Certified Information Systems Security Professional ("CISSP") certification or an equivalent qualification as meeting health care industry security best practices. Sub-Business Associate will perform periodic reviews of its security safeguards to ensure they are appropriate and operating as intended. At a minimum, all security practices will be assessed for compliance and re-certified by a CISSP or an equivalently qualified information security professional at least once a year.

(d) Documentation of Sub-Business Associate's security assessments, including testing and any remediation efforts and CISSP or equivalent safeguard certification, must be retained for a period of six (6) years following (i) termination hereof and (ii) destruction or return of Protected Health Information, whichever is last to occur, or such longer period as required by Applicable Law.

(e) Sub-Business Associate agrees that neither it nor any of its Workforce members will place Protected Health Information on portable computing/storage devices which are not owned by Sub-Business Associate. Sub-Business Associate shall ensure that data files containing Protected Health Information are not saved on public or private computers while accessing corporate e-mail through the Internet.

(f) Sub-Business Associate warrants and represents that Sub-Business Associate has obtained, at Sub-Business Associate's own expense and in a manner compliant with all applicable local, state, federal and international laws, a Satisfactory Background Screening for all of its Workforce members with access to any Personal Information. Sub-Business Associate agrees to update such background screening upon reasonable request by Company, it being agreed that any request based upon the occurrence of any Incident or, illegal activity or the reasonable suspicion of illegal activity involving Sub-Business Associate's Workforce members, or any regulatory requirements requiring such updates, would be deemed reasonable hereunder. In addition, prior to allowing any Workforce Members to Process any Personal Information, Sub-Business Associate shall require the Workforce Member to execute an enforceable confidentiality agreement (in a form acceptable to the Company), and provide the Workforce Member with appropriate privacy and security training, including on the responsibilities under this Agreement such as the responsibilities to

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safeguard and, where appropriate or required, Secure Personal Information, and the consequences for failing to do so. Sub-Business Associate will also monitor its Workforce Members for compliance with the security program requirements. Upon request, Sub-Business Associate shall provide to Company a list of all Workforce Members who have (or have had) access to the Personal Information and the work location of each such Workforce Member.

(g) As healthcare industry security best practices evolve, Sub-Business Associate agrees to adjust its security practices accordingly so that they continue to reflect the then-current industry best practices. To the extent that Sub-Business Associate has access to any part of Company's data systems, Sub-Business Associate shall comply with Company's information security policies.

4. Permitted Uses and Disclosures of Protected Health Information.

(a) Subject to the limitations set forth in this Agreement, Sub-Business Associate may use and disclose Personal Information as necessary to provide its services as described in the Services Agreement.

(b) Sub-Business Associate may not de-identify Personal Information except as necessary to provide its services as described in the Services Agreement. Sub-Business Associate is prohibited from using or disclosing such de-identified information for its own purpose without the explicit written permission of Company.

5. Term and Termination.

(a) The term of this Agreement shall continue for so long as the Services Agreement remains in effect, except that (i) Section 5(c) shall survive after the termination of the Services Agreement for as long as Sub-Business Associate retains any Protected Health Information; and (ii) any provision that by its nature survives termination shall so survive including, by way of example and not by way of limitation, Sections 2(c), 2(g), 2(l), 3(a) and (b), 5(c), 6 and 7(e) and (f).

(b) Upon Company's determination that Sub-Business Associate has violated or breached a material term of this Agreement, Company shall either: (1) provide an opportunity for Sub-Business Associate to cure the breach or end the violation, and terminate this Agreement and the Services Agreement if Sub-Business Associate does not cure the breach or end the violation within the time specified by Company; or (2) immediately terminate this Agreement and the Services Agreement if it determines that Sub-Business Associate has breached a material term of this Agreement and cure is not possible.

(c) Effect of Termination. (1) Except as provided in paragraph (2) of this subsection *infra*, upon termination of the Services Agreement for any reason, Sub-Business Associate shall, at the election of Company, return to Company or destroy all Personal Information in its possession or that of its Subcontractors or agents. Sub-Business Associate and its agents and Subcontractors shall retain no copies of the Personal Information. (2) In the event that returning or destroying the Personal Information is infeasible, Sub-Business Associate shall provide to Company written notification within ten (10) business days after termination of the Services Agreement of the conditions that make return or destruction infeasible. Upon agreement by Company that return or destruction of the Personal Information is infeasible, Sub-Business Associate shall extend the protections of this Agreement to such Personal Information, and limit further uses and disclosures of it to those purposes that make the return or destruction infeasible, for so long as Sub-Business Associate or its agents or Subcontractors hold such Personal Information.

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6. Indemnification and Liability.

(a) Sub-Business Associate will indemnify and hold harmless Company and SilverScript and any of its officers, directors, employees, or agents from and against any claim, cause of action, liability, damage, cost or expense, including reasonable attorneys' fees and court or proceeding costs, arising out of or in connection with any breach of the terms of this Agreement, any Incident involving Personal Information under the control of Sub-Business Associate or its agents or Subcontractors or any person or entity under Sub-Business Associate's direction or control, or any failure to perform its obligations with respect to Personal Information by Sub-Business Associate, its officers, employees, agents or any person or entity under Sub-Business Associate's direction or control.

(b) In the event of an Incident involving Personal Information under the control of Sub-Business Associate or its agents or Subcontractors or any person or entity under Sub-Business Associate's direction or control, Sub-Business Associate agrees to perform any reasonable mitigation or remediation services requested by Company and SilverScript, and Sub-Business Associate further agrees to be responsible for costs and expenses including but not limited to: (i) reasonable costs of providing required notice to individuals affected by the Incident; (ii) reasonable costs of providing required notice to government agencies, credit bureaus, and/or other required entities; (iii) costs of providing individuals affected by the Incident with credit watch and protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed twelve (12) months, except to the extent applicable law specifies a longer period for such credit protection services, in which case such longer period shall then apply; (iv) identity theft insurance of not less than one million dollars per person; (v) cost of providing reasonable call center support for such affected individuals for a specific period not less than ninety (90) calendar days, except to the extent applicable law specifies a longer period of time for such call center support, in which case such longer period shall then apply; (vi) reasonable fees associated with computer forensics work required for investigation activities related or relevant to the Incident; (vii) non-appealable fines or penalties assessed by governments or regulators; (viii) reasonable costs or fees associated with any obligations imposed by Applicable Law, including the HIPAA Rules, in addition to the costs and fees defined herein; and (ix) any other costs and expenses to undertake any other action both parties agree to be an appropriate response to the circumstances arising out of or in connection with any Incident.

7. Miscellaneous

(a) Sub-Business Associate agrees to take such action as Company deems necessary to amend this Agreement from time to time to comply with the requirements of Applicable Law. If Sub-Business Associate disagrees with any such amendment proposed by Company, it shall so notify Company in writing no later than fifteen (15) business days after receipt of Company's notice of the amendment. If the parties are unable to agree on an amendment, Company may, at its option, terminate the Services Agreement.

(b) A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and as of its effective date.

(c) Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.

(d) The terms and conditions of this Agreement shall override and control any conflicting term or condition of the Services Agreement and any other agreement between the parties. All non-conflicting terms and conditions of the Services Agreement and such other agreements remain in full force and effect.

(e) The parties agree that the remedies at law for a violation of the terms of this Agreement may be inadequate and that monetary damages resulting from such violation may not be readily measured. Accordingly, in the event of a violation by either party of the terms of this Agreement, the other party shall be entitled to immediate injunctive relief. Nothing herein shall prohibit either party from pursuing any other remedies that may be available to either of them for such violation.

(f) Sub-Business Associate represents that neither it nor its agents or Subcontractors will transfer, access or otherwise handle Personal Information outside the United States without the explicit prior written permission of Company. Irrespective of where it performs its services or is domiciled, or any other factors affecting jurisdiction, Sub-Business Associate agrees, and shall require that its agents and contractors agree, to be subject to the laws of the United States, including the jurisdiction of the Secretary and the courts of the United States. Sub-Business Associate further agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the United States in a venue in the State whose law governs the Services Agreement, and Sub-Business Associate waives any available jurisdictional defenses as they pertain to the parties' obligations under this Agreement or Applicable Law.

(g) During normal business hours, and with reasonable prior notice, Company or its authorized representatives may audit, monitor and inspect Sub-Business Associate's and its agents or Subcontractors' facilities and equipment and any documents, information or materials in Sub-Business Associate's or its agents or Subcontractors' possession, custody or control; interview Sub-Business Associate's employees, agents, consultants and Subcontractors; and inspect any logs or documentation maintained by Sub-Business Associate to the extent relating in any way to Sub-Business Associate's obligations under this Agreement. An inspection performed pursuant to this Agreement shall not unreasonably interfere with the normal conduct of Sub-Business Associate's business. No such inspection by Company as set forth herein shall relieve Sub-Business Associate of any of its obligations under this Agreement. Sub-Business Associate shall also submit to a review of its security program through the CVS Caremark Vendor Assessment Program ("VAP"), which shall be carried out by SilverScript (or by an independent inspection company designated by SilverScript). Sub-Business Associate shall reasonably co-operate with any review for the VAP. In the event that the review under the VAP reveals material gaps or weaknesses in Sub-Business Associate's security program or its ability to Secure Personal Information, SilverScript and Company shall be entitled to suspend transmission of Personal Information to Sub-Business Associate and suspend Sub-Business Associate's Processing of Personal Information until such issues are resolved to the satisfaction of SilverScript's Chief Privacy Officer and Chief Information Security Officer.

(h) Sub-Business Associate shall reasonably cooperate with Company and with Company's affiliates and representatives in responding to inquiries, claims and complaints regarding the Processing of the Personal Information.

(i) Sub-Business Associate shall carry appropriate insurance to address the risks from its Processing of the Personal Information. Company and SilverScript shall be named a certificate holder of such policies.

(j) All Personal Information shall at all times be and remain the sole property of SilverScript, and Sub-Business Associate shall not have or obtain any rights therein except to use and disclose such information for the purposes stated herein.

(k) Relationship of Parties. It is expressly agreed that Sub-Business Associate, its divisions, and its affiliates, including its employees and Subcontractors, are performing the services under this and the Services Agreement as independent contractors for Company.

Confidential

Neither Sub-Business Associate nor of its affiliates, officers, directors, employees or Subcontractors is an employee or agent of Company. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) an agency relationship for purposes of Applicable Law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or agents as of the Effective Date.

SUB-BUSINESS ASSOCIATE

COMPANY, on behalf of
itself and its affiliates

Signature _____

Signature _____

Typed Name _____

Type Name Matthew B. Graham

Title _____

Title Authorized Representative

Date _____

Date _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

AUTHORIZATION AGREEMENT FOR ACH CREDITS
(Allows for Electronic Funds Transfer of Commissions To Your Account)

Company/Individual Name: _____

ID Number: (Company Tax ID or SSN) _____

I (WE) hereby authorize **SILVER SCRIPT SENIOR HEALTH DIVISION-CVS**, herein after called **SSSHD**, to initiate, credit entries and/or correct entries to our { }Checking { }Savings account (select one) indicated below at the depository named below, herein called **DEPOSITORY**, to credit the same such account.

DEPOSITORY NAME: _____ **BRANCH:** _____

CITY: _____ **STATE:** _____

BANK TRANSIT/ABA NUMBER: _____ **ACCOUNT NUMBER** _____

This authorization is to remain in full force until **SSSHD** has received written notification from me (or either of us) of its termination in such time and in such manner as to afford **SSSHD** and **DEPOSITORY** reasonable opportunity to act upon it.

NAME(S): _____ **ID Number:** _____
(Company Tax ID or SSN)

SIGNATURE: _____ **DATE:** _____

SIGNATURE: _____ **DATE:** _____