

LETTER OF AGREEMENT

Dated as of August ____, 2024

Ladies and Gentlemen:

This Letter of Agreement (“Agreement”), by and between The Brokerage, Inc., and _____ (Agency/Agent), confirms the mutual understanding and agreement of the parties as follows:

1. Reference is hereby made to that certain Lease Agreement (“Lease”), dated as of _____, 2024, by and between The Brokerage, Inc. (“Tenant”) and Wal-Mart Stores East, Inc. (“Landlord”), under which Tenant is entitled to engage subcontracted licensed sales agents as “Licensed Agents”. Agency/Agent agrees to staff certain Walmart store locations (each, a “Location”) as Tenant’s Licensed Agent for the locations and dates mutually determined by the parties and agreed to in writing, as may be updated from time to time upon the parties’ mutual agreement confirmed in writing (email shall suffice), and Agency/Agent understands and agrees that it, and each of its contracted or employed agents, is a Licensed Agent in accordance with the terms of the Lease and that it, and each of its contracted or employed agents, is and shall remain in material compliance with all obligations required therein, as set forth on Exhibit A hereto, and incorporated herein by reference. Agency/Agent represents and warrants that all agents provided to staff the stores will be licensed and in good standing with all applicable licensing and registration authorities, and shall use only the Sunfire enrollment portal for all scheduling, training and enrollments for any Location. Agency/Agent shall be responsible for ensuring all agents conform to the obligations in this Agreement, and within the Agent Code of Conduct in Exhibit B, incorporated herein by reference.
2. Agency/Agent agrees to pay The Brokerage, Inc. a monthly rent in the amount of two hundred dollars (\$200.00) (“Rent Payment”) for each Location during the periods mutually agreed upon by the parties.
3. (a) Fees. In addition to the obligations discussed above, Agency/Agent further agrees to pay fees (“Fees”) directly to The Brokerage, Inc. in accordance with the schedule set forth below for each accreted enrollment for Products that are sold by the Licensed Agents furnished by Agency/Agent at each Location, or for which such a Licensed Agent subsequently receives compensation or a commission as the designated agent of record for Products sold as a result of the marketing and sales activities at any Location. Agency/Agent shall render payment for such Fees on a monthly basis according to the schedule and terms set forth and mutually agreed upon by the parties.

<p>Fees for Products sold by Licensed Agents at or resulting from activities at the retail Locations:</p>	<p>MA, MAPD, and Medicare Supplement:</p> <ul style="list-style-type: none"> • First year: \$100 per enrollment • Renewal years: \$50 per renewal <p>PDP:</p> <ul style="list-style-type: none"> • First year: \$25 per enrollment • Renewal years: \$6 per renewal <p>ACA Products:</p> <ul style="list-style-type: none"> • First year: \$23 per enrollment • Renewal years: \$23 per renewal
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(b) Target Enrollment. During the Term (defined in Section 8 below), Agency/Agent shall use commercially reasonable efforts to achieve the “Target Enrollment”, defined as an average of fifteen (15) completed enrollment applications for all Products combined (i.e., MA/MAPD, Med Supp, PDP and ACA enrollment applications combined) per Location. If multiple agents staff one location, the Target Enrollment will include the sum of all enrollments submitted by the group of agents working at the Location. Each agent will be responsible for their percentage of the Target Enrollment. (As an example, 3 agents assigned to a Location would be responsible for 5 enrollments each.) When meeting the Target Enrollment, Agent or Agency must comply with the obligations described in Section 1 and Exhibits A and B of this Agreement. For the avoidance of doubt, these obligations (among other obligations) require Agent and Agency to comply with all regulatory and sub-regulatory requirements applicable to the marketing of or enrollment into the Products, including, but not limited to, the requirement that each agent objectively assess and recommend the Product and plan/policy that best fits a beneficiary’s health care needs when meeting the Target Enrollment. The Target Enrollment constitutes a material term of this Agreement, subject to the termination provisions contained in Section 8 hereof, in the event of a breach if not cured within thirty (30) days of The Brokerage Inc. written notice to Agent or Agency of such breach.

(c) Penalty Fee. In the event Agent or Agency fails to achieve the Target Enrollment during the Term, Agent or Agency shall pay The Brokerage, Inc. a penalty fee of \$100 (One-Hundred Dollars) per application below the Target Enrollment (individually, and collectively, a “Penalty Fee”) at the conclusion of the applicable Term.

4. Each party represents and warrants that such party has all authority and power necessary to execute, deliver and perform its obligations under this Agreement.
5. Liability. Except for Agency/Agent's obligations outlined in Section 9 (Indemnification), in no event shall The Brokerage, Inc. or Agency/Agent be liable, one to the other, for indirect, special or consequential damages arising out of or in connection with the furnishing, performance, or use of any products or services provided pursuant to this agreement.
6. Modifications and Amendments. The Brokerage, Inc. shall have the right to modify, amend, or supplement this Agreement or any exhibit hereto unilaterally and without the consent of Agency/Agent by written notice from The Brokerage, Inc. and shall take effect at the date specified in the notice ("Modification Effective Date"). The Modification Effective Date shall be no sooner than thirty (30) days from the date such notice is mailed to GPA's last known address as reflected in Humana's records unless such modification, amendment, or supplement is required by state law, federal law, or CMS regulations or sub-regulatory guidance to take effect on an earlier date.
7. Indemnification. Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and any officer, director, employee, or agent of such other Party (each, an "Indemnified Party"), against any and all losses, claims, damages, or liabilities (including any investigative, legal and other expenses reasonably incurred in connection with, and any amounts paid in settlement of, any action, suit, or proceeding or any claim asserted) (collectively, "Losses"), to which an Indemnified Party may become subject, insofar as such Losses arise out of or are based upon:
 - a. a breach by the Indemnifying Party of any representation, warranty, or agreement contained in this Agreement;
 - b. any willful misconduct or negligence by the Indemnifying Party, in the performance of, or failure to perform, its respective obligations under this Agreement, except to the extent such Losses result from the willful misconduct or negligence of an Indemnified Party;
 - c. violation(s) by the Indemnifying Party of applicable federal or state insurance laws or regulations; or
 - d. An actual or alleged direct or indirect omission or commission by the Indemnifying Party that causes an Indemnified Party to violate any applicable law.

An Indemnified Party will look to the assets of the Indemnifying Party for such indemnification or any insurance coverage of the Indemnifying Party, and not to any officer, director, member, employee, representative, agent, or affiliate of the Indemnifying Party.

8. Term and Termination. This Agreement commences on the Effective Date and continues for a period of one (1) year (“Term”), unless terminated in accordance with the provisions of this Agreement. Upon expiration of the initial Term, this Agreement shall renew for successive one (1) year Terms (each, a “Renewal Term”), upon the Parties’ mutual written agreement.

This Agreement may be terminated in the following circumstances:

- a) concurrently with the termination of the Lease Agreement; or
 - b) immediately if the Department of Health and Human Services (“HHS”), any state insurance department or regulatory authority, or The Brokerage, inc. determines that this Agreement violates any provision of applicable law; or
 - c) upon ten (10) days’ advance notice by either Party in the event of: the other Party’s commencement of bankruptcy proceedings or assignment for the benefit of creditors; willful misconduct or gross negligence; revocation, suspension or expiration of such Party’s required insurance licenses; or such Party’s withholding, converting or misappropriating any monies belonging to the terminating Party; or
 - d) upon thirty (30) days’ written notice of the occurrence of a breach of any part of this Agreement, which is not cured within thirty (30) days of written notice of such breach from the non-breaching Party; or
 - e) The Brokerage, Inc. may terminate this Agreement, without cause, upon thirty (30) calendar days’ written notice to FMO; or
 - f) this Agreement shall terminate automatically upon the occurrence of any of the following events:
 - a. Upon the dissolution of Agency/Agent corporation or disqualification of Agency/Agent corporation to do business under applicable state laws;
 - b. The loss, restriction, revocation or suspension of Agency/Agent’s insurance license, certification or registration required to perform Agency/Agent’s obligations hereunder by any Federal or state regulatory authority having jurisdiction over the Parties;
 - c. Agency/Agent is unable to pay debts as they mature, makes an assignment for the benefit of creditors or becomes the subject of bankruptcy, insolvency or similar proceedings;
 - d. Agency/Agent’s business is sold, transferred or merged and The Brokerage, Inc. has not consented to such sale, transfer or merger or has not appointed the successor (such consent from The Brokerage, Inc. not to be unreasonably withheld).
9. The parties agree that this Letter of Agreement and Exhibits, are, and shall remain confidential, and each party covenants and warrants that it shall not disclose any of the foregoing agreements, in whole or in part, to any third-party without the prior written consent of the other party, except if and as may be required by law or applicable regulatory authority.

If the foregoing conforms to the mutual understanding and agreement between us, please acknowledge your acceptance and agreement by signing where indicated below.

Truly yours,

K. Cheryl Hopkin, CEO The Brokerage, Inc.

ACKNOWLEDGED AND AGREED:

Agent Name: _____

Agent Signature: _____

FMO Principal Signature: _____

FMO Agency Name: _____

EXHIBIT A – Agency/Agent Obligations

A. Rules, Regulations and Standards. Agency/Agent shall observe all rules and regulations established from time to time by Landlord. Agency/Agent and all agents, employees or representatives of Agency/Agent shall conduct itself and themselves while in Store or in the Merchandising Space in a professional and courteous manner.

B. Compliance.

(i) Agency/Agent shall perform its obligations under this Agreement, but not limited to, its use, occupancy and operation of each Location and the marketing and sale, solicitation and negotiation of the Products, in compliance with all applicable federal, state and local laws, rules, orders, directives and regulations, including, but not limited to, all applicable statutes, rules and regulations applicable to the sale, solicitation and negotiation of insurance. Agency/Agent shall also:

(a) Give due consideration to offering all Products that are available in the geographic areas in which Agency/Agent markets, sells and occupies Locations;

(b) Ensure that no preferential marketing, or other preferential treatment, occurs for Products based on Landlord's inclusion or exclusion or preferred or non-preferred status as it relates to a Product's pharmacy, vision/optical, clinic or other networks in which Landlord can be considered a healthcare provider for a Product; and

(c) Use reasonable efforts to not be influenced with regard to offered plans or products or otherwise steer or attempt to influence any customer to purchase a Product from a particular insurance company.

(iii) Each party represents to the other that it is not:

(a) A person or entity designated by the U.S. Government on the list of Specially Designated Nationals and Blocked Persons (the "SDN List"), as maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") at <https://sanctionssearch.ofac.treas.gov>, with which a U.S. person or entity cannot deal or otherwise engage in business transactions;

(b) A person or entity that is otherwise the target of U.S. economic sanctions and trade embargoes enforced or administered by OFAC, such that a U.S. Person or entity cannot deal or otherwise engage in business transactions with the Tenant;

(c) Either wholly or partially owned or controlled by any person or entity on the SDN List, including, without limitation, by virtue of such person being a director or owning voting shares or interest in an entity on the SDN List;

(d) A person or entity acting, directly or indirectly, for or on behalf of any person or entity on the SDN List; or

(e) A person or entity acting, directly or indirectly, for or on behalf of a foreign government that is the target of the OFAC sanctions or regulations such that the entry into this Agreement would be prohibited under U.S. law.

- (iv) Agency/Agent further represents, warrants and covenants to and with IFG as follows:

(a) Agency/Agent has all authority and power necessary to execute, deliver and perform its obligations under this Agreement without the need to obtain the consent of any person or entity, with the exception of complying with all applicable laws and regulatory requirements. None of the execution, delivery or performance of this Agreement will be, or result in, a breach or contravention of any other contract, obligation or agreement of Agency/Agent.

(b) This Agreement constitutes Agency/Agent's valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability is limited by (i) any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally, or (ii) general principles of equity, whether considered in a proceeding in equity or at law.

C. Agency/Agent's Covenants.

- (i) Agency/Agent shall be in compliance with all laws that relate to the marketing and sale, solicitation and negotiation of the Products.

(ii) Agency/Agent and each of its employees, agents, Licensed Agents or representatives marketing, selling, soliciting or negotiating Products at or on the Merchandising Space shall maintain all requisite licenses, permits, authorizations and appointments (each a "License") necessary to market, sell, solicit and negotiate the Products.

(i) Agency/Agent shall screen the qualifications of each employee or Licensed Agent operating out of any Location, and Agency/Agent shall ensure, through routine monitoring, that no Licensed Agent is currently excluded, debarred, suspended or otherwise ineligible to participate in federal healthcare programs or in federal procurement or non-procurement programs or convicted of a criminal offense as provided for in 42 U.S.C. § 1320a-7(a). Failure to comply with this paragraph constitutes a breach of this Agreement.

EXHIBIT B – Code of Conduct

2024-2025 In-Store Agent Program Agent Code of Conduct

TO: All Participating Health Insurance Agents

RE: CODE OF CONDUCT FOR YOUR ASSIGNMENT AT WALMART

On behalf of Humana MarketPoint, Inc. ("MarketPoint"), we would like to take this opportunity to welcome you to participate in the In-Store Agent Program ("Program") to market and sell health insurance products ("Products"), including but not limited to Medicare Advantage, Prescription Drug Products, Medicare Advantage Prescription Drug Plan and Medicare Supplement insurance products.

MarketPoint has been advised by one or more carriers participating in the Program that you have completed your required Medicare Advantage and Prescription Drug Plan training and certification. If for some reason you have not completed your carrier's training and certification requirements you must do so prior to being staffed at a Walmart store. To participate in the Program we require that you comply with this Code of Conduct, Humana policies and procedures, the policies established by participating carriers, as well as all applicable laws, rules, and regulations, including but not limited to, the rules and regulations set forth by CMS.

I. Attendance Policy

- a. Agents must commit to a specific in-store schedule for Walmart shifts, where each day constitutes an informal marketing/sales event that requires accurate record-keeping per CMS guidelines. Agents must adhere to, and be present for, all such shifts. Failure to be present without proper notice may violate CMS rules. Each store must be staffed for a minimum of three (3) days per week and for not less than twenty (20) hours per week.
- b. Agents are expected to strictly adhere to their submitted schedules. Changes to or cancellations of scheduled events are strongly discouraged and must comply with the procedures outlined in Section (h) below.
- c. Agents are expected to contact and schedule a meeting with the Walmart Program Champion and a designated store management associate between the dates of October 1, 2024 and December 15, 2024. The Agent can obtain the Walmart Program Champion's contact information from the Agent Portal.
- d. Walmart will provide Agents or an applicable Field Marketing Organization ("FMO") with the name and contact information of the Walmart Store Manager and In-Store Champion. For security purposes Agents must present the Store Manager with a picture ID, copy of their state insurance license, business card and Letter of Authorization from the Walmart Home Office, which will be provided to Agents in advance, at the time of their introduction.

- e. Agents should arrive at the store a minimum of fifteen (15) minutes prior to their scheduled start time. Agents must check in with the applicable In-Store Champion at the beginning of every shift. Agents must review the upcoming week's schedule with the In-Store Champion on a weekly basis.
- f. Each Walmart store kiosk will have a designated location for posting hours. During the Agent's first shift each week, Agent must post their scheduled store hours for the entire week. Posted hours are required to be clear, legible and prominently displayed for customers to easily see. In stores where more than one Agent is present, each Agent must clearly identify his or her scheduled hours. Agents will be removed from the store and may be subject to further corrective action if they are found to have posted messages other than those related to their schedule and in-store availability.
- g. Agents may use social media (Facebook, LinkedIn, and Twitter) to advertise their Walmart hours under the following limited guidelines:
 - a. Agents May Only:
 - i. Display/post the pre-approved generic advertisement provided in the Walmart HBH Agent Toolkit announcing their Walmart hours on their own social media platform during the Medicare Advantage and Prescription Drug Plan Annual Enrollment Period (AEP).
 - ii. Version the flyer to include their name, day, time, and store location only. All other content on the pre-approved piece must remain the same.
 - iii. Use the pre-approved piece on their personal or business social media site(s) to advertise their hours at Walmart.
 - b. Agents May Not:
 - i. Create their own content for posting Walmart hours, even if generic.
 - ii. Use any carrier name or logo when advertising their Walmart hours.
 - iii. Post the approved content in a way that targets an individual (such as through Facebook messenger or tagging individuals).
 - iv. Display/post any plan, premium, or benefit information.
 - v. Respond to a consumer's request for information or comment using the interactive functionality of the social media platform.
 - vi. Contact an individual who shares, comments on, or likes the post as this does not constitute permission to contact.
 - vii. Share protected and confidential information, including, but not limited to: personally identifiable information, credit card information, SSN, or other health information on their social media site(s).
 - c. Agents are expected to:
 - i. Use good judgement when displaying a social media persona.
 - ii. Be courteous and respectful when interacting with anyone on social media.
 - iii. Always act responsibly and respectfully when posting any content on social media. This includes prohibiting the use of disparaging, threatening, harassing, discriminatory or other inappropriate content.

- iv. Never imply that anything posted by the agent is the opinion of any carrier they represent.

- h. Agents and their respective FMOs will not be allowed to use “placeholders” for scheduling purposes (i.e., to schedule an event that is not assigned to a specific Agent). All schedules must be provided by the Agent to the designated filing entity via the DirectHealth agent scheduling portal with Agent’s name and identification number at least eight (8) calendar days prior to the scheduled event.

- i. Agents must adhere to CMS’s and participating carriers’ cancellation and schedule change notification requirements. If Agents must cancel an event, they should first work with their FMO to find a replacement Agent to cover the scheduled event. If a replacement Agent cannot be found, the Agent must advise both MarketPoint and the Agent’s FMO of the event cancellation at least four (4) calendar days prior to the date of the scheduled event. Likewise, if a replacement Agent is available, a change of Agent must be reported to both MarketPoint and the Agent’s FMO at least four (4) calendar days prior to the date of the originally scheduled event. MarketPoint reserves the right to terminate any Agent for cancellations or schedule changes which are not made within the required time frames or for repeated cancellations and schedule changes. Failure to show up for a scheduled event may constitute a CMS violation. An Agent must contact his or her FMO and sales manager if he or she is unable to attend a scheduled event for any reason. Unless there is inclement weather or the Agent provides a doctor’s note, failure to show up for a scheduled event will be deemed a “no show.” “No shows” are sales violations and will result in corrective action according to the below disciplinary action plan. Excessive schedule changes or absences (regardless of whether a doctor’s note is provided), may be grounds for termination or removal of an Agent from the Program.

- j. Agents will not be permitted to staff stores from November 28, 2024 through November 29, 2024 due to the Walmart “Black Friday” activities. Kiosks will be removed by Walmart from the sales floor at 7:00 AM on November 28th and will be put back in place at 7:00 AM on November 30th to ensure they are not damaged during high-traffic periods.

II. Conduct In Walmart Stores

- a. Agents must not solicit applications or sell Medicare Products for the 2024 Annual Election Period (AEP) prior to October 15, 2024. Agents who solicit customers to complete applications for Medicare products in advance of the start of the AEP will be removed from the store and their FMOs and respective plan sponsors will be notified for further corrective action (up to and including termination from the program).

- b. During the Open Enrollment Period (OEP), January 1st – March 31st, Agents may not knowingly target any MA enrollee or Part D enrollee. Agents may not advertise the ability/opportunity to make an additional enrollment change or reference the OEP unless the customer first inquires about the ability to make a plan change or expresses dissatisfaction with their current plan. Agents may not ask customers if they are happy with or would like to change their current plan. Agents

may not engage in or promote any activities that intend to target the OEP as an opportunity to make further sales.

- c. Agents may not solicit or engage with any Walmart associate for the purpose of marketing Products. If a Walmart associate engages with an Agent to inquire about their personal insurance options, the Agent must refer the associate to his or her store's HR Manager, to HealthCompare at 888-748-5152 or to the Walmart Benefits Service Team at 800-421-1362.
- d. Agents may not engage with customers on the property at any time other than during their scheduled event times. Agents may not approach customers at any time. Unsolicited contact with customers is in direct violation of CMS guidance and federal law. Agents must wait to be approached by customers to share plan information. However, Agents should engage and be responsive to all customers who approach them with questions or those seeking support at their events. All greeting and contacting of customers must be made from the assigned kiosk area. Agents cannot move throughout the store looking for or soliciting customers. In particular, agents should ensure that no sales activities occur where customers may be waiting for health care services or interacting with healthcare providers, such as pharmacy providers and/or obtaining medications. Agents may schedule in-home appointments (48 hours in advance, if possible) and shall adhere to all Scope of Appointment requirements. Scope of Appointments are not required (and should not be requested) in order to answer questions about or to discuss Medicare products with customers during in-store or informal events, unless the customer is there for a previously scheduled appointment.
- e. Agents should act professionally and provide a quality service to Walmart customers. Agents are expected to actively engage customers at all times during their presence in the store. Use of technology such as telephones, iPads or laptops for personal reasons shall be kept to a minimum during shifts. Reading of newspapers, books and magazines during shifts is not allowed. Agents shall maintain each kiosk and keep it clean, hazard free and safe for customers and associates. Agents shall promptly report any damage to the Kiosk to MarketPoint.
- f. Appropriate attire is required for all Agents in-store, relative to the region. Agents must wear the required approved name badge and approved marketing button. No unapproved marketing buttons are allowed. MarketPoint will provide Agents with instructions regarding the procurement of the name badge and marketing buttons. Agents are prohibited from wearing any clothing or carrying any accessories that are branded by any carrier or that display any carrier logo while in-store or at any subsequent individual appointments that originated from the Program.
- g. At no time shall Agents offer, solicit, sell or discuss any products or services with a Walmart customer other than CMS-approved Medicare Advantage and Prescription Drug Plan products, Medicare Supplement products and non-Medicare products offered by participating carriers. Notwithstanding this rule, Agents must advise Medicare eligible customers about the availability of additional plans at Medicare.gov, as required by law, and must refer customers to additional DirectHealth customer resources as provided in Section III (Know and Help Your Customers) below.
- h. Agents must familiarize themselves with and comply with all applicable regulations, including but not limited to those prohibiting "Twisting", "High Pressure Sales Tactics", "Cold Lead Marketing", "Unsolicited Contact", "Cherry Picking" and any other applicable laws and regulations governing

the sale of Medicare Supplement, Medicare Advantage (MA) and Prescription Drug Plan (PDP) Products.

- i. Agents may not display any signage or promotional materials in any area of Walmart other than the designated areas. Hand-written signage is not permitted at Walmart other than the posting of in-store schedules on the board referenced in Section 1(f) above. Use of any carrier-branded materials and any business logos by Agents, beyond those specifically authorized by MarketPoint, is prohibited.
- j. Agents may not solicit any healthcare provider, such as an in-store pharmacist, to refer customers to the Agent or receive referrals for customers from any in-store pharmacist or healthcare provider. Additionally, Agents may not solicit any in-store pharmacist or healthcare provider to provide patient demographic information in any form to the Agent or receive or use any such demographic information.
- k. Agents are not permitted to provide gifts, food or any incentive or promotional items of any kind to Walmart associates or to any potential customer or health plan member.
- l. Agents must provide and replenish their supply of carrier-approved sales and enrollment kits. Each Agent is responsible for obtaining from each carrier by which the Agent has been appointed a sufficient number of enrollment kits to provide to customers interested in enrolling. **Kits must be removed from the kiosk daily at the end of each Agent's shift.**
- m. Agents may not remove Walmart Healthcare Begins Here-branded or Program-branded materials from the kiosk except to provide such materials to potential customers.
- n. Agents must adhere to all CMS requirements and all requirements set forth by the lead plan sponsor and all other participating carriers.
- o. Agents must protect customer information in compliance with HIPAA and all other applicable state and federal laws, rules and regulations. Agents must ensure that no documents containing Protected Health Information (PHI) or Personally Identifying Information (PII) is left unsecured, either inside or outside the store.
- p. Agents must report to MarketPoint via the agent scheduling portal all hours worked as well as all sales activities and production numbers on a daily basis. All policies sold to Walmart customers (whether in the store, online, in the customer's home or otherwise) or leads generated at Walmart or otherwise through the Program shall be processed through the Program and reported to the FMO and to MarketPoint on a daily basis.
- q. Event and in-store kiosk placement will be at the discretion of the Walmart Store Manager based on CMS requirements and the current policies and procedures that are in place for Store Managers.

III. Know and Help Your Customers

- a. The beginning point of each interaction between an Agent and a customer must be a “needs–based” analysis. Each Agent must familiarize themselves with each prospective customer and each customer’s unique circumstances and needs.
- b. For Walmart inclusivity is critical. Therefore, it is important that all customers be served by an Agent. Training will be provided by MarketPoint to Agents for treatment of all customers and routing of all customer inquiries.
- c. Agents must recommend those plans from participating carriers that best satisfy the needs and circumstances of the customer without carrier bias and without regard to the commissions being offered by any particular carrier or plan. Agents must at all times during an event display carrier information relating to each of the carriers that they are representing at that event. If a customer asks about a particular carrier, the agent is free to respond to the customer’s request for information. Agents shall ensure no preferential marketing or other preferential treatment occurs for plans based on Walmart’s inclusion or exclusion or preferred or non-preferred status as it relates to a plan’s pharmacy, vision/optical, clinic or other networks in which Walmart can be considered a health-care provider for a plan.
- d. Agents are responsible for receiving the appropriate carrier appointments. Agents are also responsible for completing all appropriate certifications needed to represent no fewer than two (2) Medicare Advantage Organizations/Prescription Drug Plan (MA/PDP) Sponsors. If less than two (2) MA/PDP carriers are designated for the location of the store the Agent is staffing, the Agent will receive the appropriate carrier appointment from the carrier designated by the Program. Agents are prohibited from offering customers plans that are not participating in the Program and plans with whom they are not contracted, appointed and credentialed to sell.
- e. Agents must advise all customers that the Medicare plans being offered by participating carriers represent only a selection of available plans and that a complete list of plans is available at Medicare.gov.

IV. Indemnification Requirements

Each Agent will indemnify and hold Walmart, MarketPoint, and their respective affiliates, directors, officers, managers, members and employees harmless against and from all losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees and costs and expenses), attributable to any third-party claim, proceeding, action, lawsuit or investigation related to or arising out of the Agent's acts or omissions.

V. Code of Conduct Violations

- a. In the event that MarketPoint becomes aware of any violation by an Agent of either CMS rules and regulations, this Code of Conduct or receives information or complaints that raise a concern for Walmart or MarketPoint under the CMS rules and regulations or this Code of Conduct, Walmart or MarketPoint shall (i) notify participating carrier(s) who have regulatory oversight responsibility for such Agent of the information, complaint, or alleged violation), (ii) investigate any such alleged complaint or violation, (iii) upon completion of such investigation, determine appropriate action steps for response, and (iv) communicate those action steps to the

participating carrier(s), the FMO and, where appropriate, to the Agent through a designated contact.

- b. Appropriate action steps shall include but not be limited to the following:
 - i. First offense (low severity) Verbal disciplinary action: The FMO and Agent will be verbally counseled and provided with further necessary training by MarketPoint as appropriate.
 - ii. Second offense (low severity) or first offense (medium severity) - Written disciplinary action: The FMO and Agent will receive a formal written notice from MarketPoint that repeated offenses will result in suspension of selling privileges or termination. MarketPoint will provide additional training and the FMO and Agent will be provided with a corrective action plan.
 - iii. Third offense (low severity), second offense (medium severity) or first instance of gross misconduct (e.g., fraud, abuse or discrimination) - Suspension or termination from the Program: If the FMO's and Agent's privileges are suspended a corrective action plan will be in effect immediately.
- c. Agent suspensions and terminations will be reported to all applicable participating carriers, FMOs, and where appropriate, the carriers will report to the State Insurance Commissions' licensing departments and/or CMS.
- d. As set forth in the License Agreement, Agents who have been suspended, terminated or who have any unexcused no-shows for in-store scheduled events will forfeit their right to participate in future programs.
- e. In addition to removing the offending Agent from the store and from the Program, the FMO's other Agents may be removed from store access or in the case of repeated FMO failures of supervision, may be removed from the entire Program. MarketPoint may also terminate the license agreement or platform agreement between the FMO and MarketPoint.
- f. MarketPoint will maintain an internal "violator" list of repeat offenders. Any Agent or FMO on this list will not be allowed to participate in the Program in future years.
- g. Agents acknowledge that, separate from any action that MarketPoint might take for any Code of Conduct or other violation, participating carriers and FMOs may have their own investigative, remedial and disciplinary procedures that will apply. Agents must cooperate fully with any such procedures.

By signing below, I am confirming that I have read and agree to comply with the Code of Conduct as described in this document.

Agent:

Agent's Signature

Name (print)

Date