

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT, (the “Agreement”) is entered into as of the day of _____, 20__ (“Effective Date”) by and between Freedomcare Benefits, LLC, a South Dakota limited liability company, located at 8918 Spanish Ridge Avenue, Suite 101, Las Vegas, NV. 89148 (“FB”), and _____, located at _____ (the “Consultant”) (collectively known as the “Parties”).

W I T N E S S E T H

WHEREAS, Freedomcare Benefits, LLC is a marketing representative for Freedomcare Management Services, LLC, an authorized representative of Freedomcare Insurance Company, Inc., a Sponsored Captive Insurance Company under the authority provided by SDCL Chapter 58-46. And related companies that constitute an insurance facility known as a Self-Directed Insurance Trust, these companies shall be referred to collectively as Freedomcare.

WHEREAS, the Consultant desires to submit qualified potential Clients to Freedomcare as a Consultant.

WHEREAS, if a qualified potential Client introduced to Freedomcare, by Consultant directly, shall use the services of Freedomcare, Consultant shall receive compensation as provided in Exhibit A.

In consideration of the covenants, representations, and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

NOW, THEREFORE, it is hereby mutually agreed by the Parties as follows:

- 1) **Description of Services to be performed by Consultant.** Throughout the term, Consultant shall provide the following services (“Services”) as marketing representative of Freedomcare.
 - a. Consultant shall use best efforts to promote Freedomcare;
 - b. Consultant shall abide by policies set out by Freedomcare as communicated to Consultant by FB;
 - c. Consultant shall furnish any information that FB or Freedomcare may require for completion of the application process;
 - d. The use of the services of Freedomcare shall be in the sole and absolute discretion of Freedomcare. No act of Consultant shall be binding on FB or Freedomcare;
 - e. Consultant shall have no authority to assign any losses or adjust any losses on behalf of FB or Freedomcare;
 - f. Consultant shall work with third parties on behalf of FB and Freedomcare for the benefit of procuring meetings, and acquiring using the services of clients in Freedomcare.

2) **Termination Events.** This Agreement shall be for the Term, subject to the following termination events (“Termination Events”).

- a. Consultant commits an act of fraud against FB or Freedomcare;
- b. Consultant or Principal discloses or exploits Confidential Information outside the scope of this Agreement;
- c. Consultant materially breaches this Agreement;
- d. Consultant or Principal thereof is convicted in a court of competent jurisdiction of any felony offense or misdemeanor offense that adversely affects Consultant’s ability to carry out Consultant’s obligations hereunder;
- e. If Consultant is individual, the death of Consultant;
- f. The bankruptcy of Consultant;
- g. Upon termination of FB’s contract with Freedomcare.

Upon any termination pursuant to Section 3 unless otherwise provided or prohibited by Law, FB shall pay to Consultant as full and final satisfaction of the terms of this Agreement, Compensation attributable to the Consultant fee up to the date of termination of this Agreement, and Consultant shall have no further claims against FB or Freedomcare for Compensation or any other losses.

3) **Independent Contractor.** Consultant is an independent contractor of FB, and FB shall not have direction or control over the manner of performance of Consultant’s obligations hereunder.

4) **Confidentiality.**

- a. Throughout the Term and for a period of two (2) years after the Termination Event, Consultant shall not disclose the Confidential Information to any Person. In perpetuity, Consultant shall not disclose the FB Trade Secrets to any Person.
- b. While in possession or control of Confidential Information, or any Media embodying same, Consultant shall take reasonable efforts to keep such Confidential Information reasonably inaccessible from Persons who, in Consultant’s best knowledge, are not otherwise authorized to view the Confidential Information.

5) **Records.** Consultant shall keep full and accurate records of all work performed under this Agreement. All records, content, computations, charts, reports, and other documentation made in the course of the work performed hereunder shall at all times be and remain the sole property of FB. Consultant shall turn over to FB all copies of such documentation within (7) days of a written request by FB. Consultant shall return all Media materials to FB.

6) **Non-Competition.** Consultant represents, warrants and covenants that for a period of two (2) years following a Termination Event, Consultant shall not directly or indirectly solicit or assist another to solicit any client of Freedomcare; provided, however, Consultant shall be free to solicit any of Consultant’s Originated Clients. Consultant acknowledges that the provisions of this section are reasonable in light of the legitimate business needs of FB, and that Consultant will be able to earn a living and will not be unduly burdened by the restrictions on future earnings imposed hereby.

7) **Indemnification.**

- a. FB shall indemnify Consultant and hold Consultant harmless from and against all Claims, Obligations and Losses which Consultant may ever suffer or incur or have asserted against it on account of or in connection with the violation by FB of this Agreement; provided, however, that FB and Freedomcare shall not be obligated to indemnify Consultant or hold harmless Consultant from and against any losses to Consultant that resulted on account of Consultant's willful misconduct, negligence or violation of Law.
 - b. Consultant shall indemnify FB and Freedomcare and hold FB and Freedomcare harmless from and against all Claims, Obligations and Losses which FB and Freedomcare may suffer or incur or have asserted against FB and Freedomcare on account of Consultant's breach of this Agreement, act outside the scope of this Agreement, willful misconduct, negligence or violation of Law, provided, however, that Consultant shall not be obligated to indemnify FB and Freedomcare or hold FB and Freedomcare harmless from and against any Losses to FB or Freedomcare that occur on account of FB's willful misconduct, negligence or violation of Law.
- 8) **Equitable Relief.** Consultant acknowledges and agrees that any violation by Consultant of Sections 6-10 shall cause irreparable injury to FB and shall entitle to FB to extraordinary and equitable relief by a court of competent jurisdiction, including but not limited to temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.
- 9) **Notices.** Any notices given hereunder shall be in writing and shall be delivered in person or mailed by first class mail, postage prepaid, addressed to the parties, or mailed to such other addresses as the intended recipient may designate by notice given in like manner, and any such notice, shall be deemed to have been given when delivered in person or when received if mailed as aforesaid. No notice shall be effective until actually received, unless the intended recipient fails to maintain, or fails to notify the other Party of any relevant change of its name, or address, in which case notice shall be effective when sent in accordance with this Section 11.
- 10) **Assignment.** Neither this Agreement nor any right, benefit or obligation conferred or imposed hereunder is assignable in whole or in part, whether by operation of law or otherwise, by either party hereto without the prior written consent of the other party; provided, however, that either party may make such an assignment to a corporation which controls, is controlled by, or is under common control with the assigner.
- 11) **Law to Govern.** The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of Nevada.
- 12) **Entire Agreement.** All prior negotiations and agreements between the parties hereto relating to the subject matter hereof are superseded by this Agreement, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein, except as such may be modified in writing concurrently herewith or subsequent hereto, which writing shall be executed by a duly authorized officer of the party to be bound thereby.
- 13) **Waivers.** The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation

in the future. Any waiver by either party of any breach of any provision hereof shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or modification of the provision itself, or a waiver or modification of any other right under this Agreement.

14) Captions. The captions of the several sections of this Agreement are inserted solely for convenience of reference, and are neither a part of nor intended to govern, limit or aid in the construction of any term or provision hereof.

15) Ownership of the Business. Consultant recognizes the ownership by FB and Freedomcare of the business covered in this Agreement, including the use and control of expirations. Consultant further agrees that all books, records, list of names, journals, ledgers, computer programs, specialized software and any other recorded information developed specifically in connection with the administration of Clients shall remain the property of FB and Freedomcare.

16) Disputes and Remedies. Any and all disputes between the Parties which cannot be resolved informally shall be resolved by means of binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The prevailing party shall be entitled to its attorney's fees and cost.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand as of the date first above written.

Consultant: FreedomCare Benefits, LLC.
8918 Spanish Ridge Avenue, Suite 101
Las Vegas, NV 89148

By: _____ By: _____

Its: _____ Its: _____

Date: _____ Date: _____

SCHEDULE 1 DEFINITIONS

“Claim” shall mean any demand, complaint, request for redress, assertion of a cause of action or other claim whatsoever.

“Client” shall mean a Person using the services of Freedomcare.

“Confidential Information” shall mean all the Content relating to, used in or arising out of FB’s and Freedomcare’s business, finances or other operations and held by, owned, licensed, or otherwise possessed by FB (whether held by, owned, licensed, possessed or otherwise existing in, on or about FB’s Premises or Consultant’s offices, residence(s) or facilities and regardless of how such Content came into being, as well as regardless of who created, generated or gathered the Content, including without limitation all Content relating to a Originated Client), including, without limitation, all Content contained in, embodied in (in any Media whatsoever) or relating FB’s or Freedomcare’s ideas, creations, works of authorship, business documents, Contracts, licenses, business and non-business relationships, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, supplier and Originated Client lists and data, sales data, cost data, profit data, loss history, strategic planning data, financial planning data, designs, logos, motifs, proposed trademarks or service marks, service literature, service concepts, sales techniques, process data, specification data, know how, show how, software, databases, research and development information and data. All provisions protecting “Confidential Information” in this Agreement shall be deemed to protect “FB Trade Secrets” as well, but references to “FB’s Trade Secrets” shall not be deemed to automatically refer to “Confidential Information.”

“Content” shall mean all material, information, manuals, teaching materials, creative works, documents, matter, text, software, data, graphics, computer-generated displays and interfaces, images, photographs and works of whatsoever nature, including, without limitation, all compilations of the foregoing and all results and/or derivations of the expression of the foregoing.

“Contract” shall mean all agreements, contracts, understandings, undertakings, obligations, and other documents or matters where there is or was an agreement to be bound.

“Disclose” shall mean disclose, disseminate, transmit, publish, distribute, make available or otherwise convey.

“Exploit” shall mean to use, make, sell, or otherwise exploit in any manner whatsoever (through any means now known or hereafter Developed).

“Intellectual Property” shall mean all foreign, federal, state and common law trademarks, service marks, domain names, Internet path names and addresses of whatsoever nature, trade dress, copyrights, know-how, show-how, mask works, software, proprietary data, strategic plans, financial data, Trade Secrets, all other intangible assets of whatsoever nature and all applications for registration and/or issuance with respect to all the foregoing and whether or not any of the foregoing is registerable.

“Laws” shall mean all constitutional, statutory, regulatory, common law and other ordinances and authoritative interpretations of same promulgated by the jurisdiction with power over the relevant Person and subject matter.

“Losses” shall mean any and all costs, expenses, fees (including, without limitation, attorneys', accountants', investigators', witnesses' and professionals' fees), charges, expenditures, liabilities, damages and other losses of whatsoever nature.

“Media” shall mean print, document-based medium, television, facsimile, telex, telephone, radio, satellite, cable, wire, computer-based network, network, magnetic means, optical means, electronic means, Internet, intranet, software, compact and laser disc, digital video displays, video cassettes, and multi-media and any other method (now known or hereafter Developed) for the publication, retention, conveyance, possession or holding of Content.

“Originated Client” shall mean a Client for which the consultant is the “procuring cause.”

“Person” shall mean any natural person, corporation, Limited Liability Company, limited partnership, partnership trust, association, organization or other entity of whatsoever nature.

“Procuring Cause” shall mean the uninterrupted series of unbroken events that leads to a successful origination of client in Freedomcare.

“Renewed Originated Clients” shall mean, collectively, each client using the services of Freedomcare that is an Originated Client after the first year of such Originated Client’s use of Freedomcare.

“Term” shall mean the in perpetuity commencing on the Effective Date, subject to the Termination Events.

“Trade Secrets” shall mean all methodologies, pricing strategies, marketing approaches and other Confidential Information that FB reasonably informs (whether orally or in writing) the Consultant is a trade secret, as well as other Confidential Information reasonably the subject of trade secret protection under relevant and applicable state Laws (including, without limitation, the Uniform Trade Secrets Act, as promulgated from time to time in Nevada).

**EXHIBIT A COMPENSATION
SCHEDULE
2015**

As consideration for the Services of the Consultant, for so long as Consultant remains as such for client, client uses the services of Freedomcare, and this Agreement has not been terminated:

Originated Clients Procured by Consultant.

FB shall pay to Consultant a fee of five dollars (\$5.00) per person per month, for every employee of the Originated Client for whom the Originated Client purchases a FreedomCare Program.

In the event the consultant sells a FreedomCare Program for more than the base price, the consultant shall receive the additional amount as a fee.

All deviations from the base price of a FreedomCare Program must be approved by FB in writing.

FB reserves the right to change the base price of any FreedomCare Program as FB deems appropriate.