

Section I: Independent Marketing IMR (IMR) Agreement for Benicard:

THIS INDEPENDENT MARKETING IMR AGREEMENT (the "Agreement") made as of the ____ day of _____, 200__ (the "Effective Date") is entered into by and between SAS, Inc., a Wisconsin corporation with its principal place of business at 462 Midland Road, Janesville, Wisconsin 53546 ("SAS") and _____, ("IMR").

1. Independent Marketing Representative:

An Independent Marketing Representative (IMR) is an individual, partnership or corporation whose completed application has been accepted by SAS. Only authorized IMR's may sell the Best Benefits BeniCard plans. All IMRs residing in the U.S. or subject to U.S. income tax must have a valid federal tax ID or Social Security Number, and present such to SAS. Any insurance programs available on the BeniCard software are not associated with Best Benefits Benicard and are separate offers to clients. Any insurance programs available must be quoted or sold by an insurance licensed individual (SAS will appoint an agent). IMR understands that the Best Benefits **BeniCard is not insurance** and is a discount program.

2. Independent Contractor:

The IMR acknowledges that he/she is an independent contractor, conducting business for IMR's own account, and not as an agent or employee of SAS. The IMR shall be responsible for payment of all applicable Federal and State taxes (including social security taxes, unemployment taxes, sales taxes and income taxes), and will abide by all applicable Federal, State and Local laws.

3. Minimum Age:

IMR shall be at least 18 years of age or the age of consent for the state in which the applicant resides

4. Identification Number:

An Identification Number will be issued by SAS immediately after receipt of this application and agreement. This identification number must appear on all enrollments submitted by IMR in order to get proper credit for the sale.

5. Territorial Limits:

SAS recognizes no exclusive territories. Therefore, IMR's will not be limited from conducting business in any states, territories or areas that have been approved for sale by SAS.

6. Program Presentation:

IMR will explain the SAS programs to prospects honestly and in its entirety, without embellishment, distortion or misrepresentation. IMR will not present the product in conjunction with any other product unless selling it as a complementary product to an insurance product or MSA account. IMR will not require the purchase of any other product or infer the requirement to purchase any other product in order for the member to purchase the BeniCard product or enroll as a Benicard representative. IMR will make clear in any presentation to prospective members the following items: (a) that **BeniCard is not insurance**, (b) that providers must be fully paid promptly, and (c) that the use of hospitals requires precertification and proof of ability to pay.

7. Advertising and Promotion:

SAS encourages advertising and promotion as a viable method for IMR's to build their business. However, strict guidelines are necessary to maintain an accurate and ethical marketing effort. All ads using the SAS or BeniCard name or referring to the BeniCard program must be submitted in writing to SAS for an approval number prior to use in any form. Advertising Approval Numbers are required for all advertising copy meeting this criteria for any media, including newspaper ads, internet sites, audio or videotapes, recorded messages, posters, flyers, promotional items, etc. and must be included in such advertisement. It is each IMR's responsibility to obtain his or her own ad approval from SAS for every ad run. No IMR should accept ad copy from anyone and assume it has been approved

8. Media Contacts:

To maintain accuracy and a consistent company image, it is required that all media inquiries, including radio, television and print publication be referred directly to the President of SAS. All other media contacts (talk shows, live interviews, etc.) whether through radio, television, Internet or other media must be approved by SAS in advance.

9. Monies Received by IMR:

Any monies received by an IMR for payment of membership enrollments or any other fees must be remitted to SAS within seven days. Any failure to pay said monies owed shall cause immediate termination of this agreement.

10. Compensation

SAS shall pay to IMR fees specified in the attached Fee Schedule as compensation in full for all services performed and all expenses incurred by IMR, subject to the terms and conditions of this Agreement. No fees shall be earned or paid to IMR unless and until SAS receives payment from SAS vendors (Best Benefits, Globe Accident & Life Insurance Company, other). Fees shall be paid, without interest thereon, within thirty (30) days after receipt by SAS from vendors. The Fee Schedule may be modified from time to time by SAS upon ten (10) days written notice which may be contained in a general bulletin to all IMRs, or other written communication.

IMR will receive an affiliate referral fee described in the attached Fee Schedule for insurance product transactions. IMR may not give insurance advice or sell insurance products unless IMR is a licensed and appointed insurance agent.

11. Responsibilities

IMR shall at all times comply with all of SAS rules and regulations and with all laws and regulations of the states in which IMR solicits business. IMR shall not rebate any dues or fees to any party. IMR is solely responsible for the performance, fidelity and honesty of IMR's employees and associates during the term of their relationship with SAS. All funds collected by IMR are held by IMR in trust and are the property of SAS and/or SAS vendors, and IMR shall act as a fiduciary with respect to those funds, which will in no event be used by IMR for personal, business or other purposes. IMR agrees to work diligently to prevent lapsing and replacement of memberships effected and sold hereunder. All memberships written by IMR are and remain the property of SAS.

12. Prohibited Conduct.

You may not engage in any inappropriate, misleading, deceptive or unlawful conduct ("Prohibited Conduct") in connection with the Program or this Agreement. "Prohibited Conduct" shall be determined by SAS in its reasonable discretion and includes, but is not limited to, the following:

12.1 Inappropriate Content. You may not transmit or place any SAS Promos on a website that contains, or links to a website or other destination that contains, content that is sexual, offensive, deceptive or illegal in nature or that in any way promotes or encourages hatred, violence, discrimination or illegal activities.

12.2 Misleading Consumers. You may not use fraudulent, deceptive, or misleading means to generate visitors to the www.SAS.com website, or enlist or encourage any third party to do so on Your behalf.

12.3 Intellectual Property Rights. The content and materials that You publish and/or display on Your Website, URL's, metatags, search engine ranking devices or otherwise may not infringe upon or violate any patent, copyright, trademark, trade secret or other proprietary right of a third party. Further, Your Website shall not, in any way, copy or resemble the look and feel of, or create the impression that it is part of the SAS Service.

13. Unsolicited E-Mail

You agree that You will not send unsolicited, commercial e-mail (i.e., "spam") to any persons or entities ("Recipients") absent a Prior Business Relationship. For purposes of this Agreement, a "Prior Business Relationship" will mean that the Recipient has voluntarily either (i) engaged in a transaction with You other than through SAS Promo or Link provided on Your Website; or (ii) provided information to You through a contest, registration, or other communication, which included clear notice to the Recipient that the information provided could result in commercial e-mail being sent to that Recipient by You or Your agents. Any commercial e-mail or other online communications that are otherwise permitted hereunder shall include a prominent and easy means for the Recipient to "opt-out" of receiving any future commercial communications from You.

14. Term

This Agreement shall be for an initial term of one (1) year from the date of execution set forth below and shall automatically renew for an additional one (1) year period on each anniversary date of its commencement unless it is terminated as set forth below. Either party upon five (5) days written notice to the other may terminate this Agreement anytime for any or no reason.

IMR is expected to produce new business every month this Agreement is in force. In addition SAS may terminate this Agreement "for cause" immediately upon mailing written notice to IMR's last known address if IMR or any of IMR's employees or associates shall:

- a. Commit any fraud or misrepresentation in connection with IMR's duties under this Agreement;
- b. violate any of the terms of this Agreement and/or any laws or regulations of such state or the territory which IMR has been assigned;
- c. be convicted of a felony;
- d. publish, distribute or use any circulars, advertising, sales material or other matter referring to SAS or to memberships or Associations without first securing the written approval of SAS;
- e. communicate with any SAS or association member for the purpose of replacing a membership with a membership from another company.

If this Agreement is terminated for cause, then all of IMR's vested or non-vested rights to any compensation, including but not limited to, all commissions and renewal commissions, shall immediately and irrevocably terminate.

15. Vesting of Referral Fees

Renewal fees shall become immediately vested in the IMR. Subject to the above, if this Agreement is terminated for any reason other than for cause as defined hereinabove, the renewal fees earned and payable to IMR shall be vested. If the number of memberships in force procured by IMR is less than 20, then no further renewal fees shall be thereafter earned, due or payable to IMR. Fees will be paid, upon IMR's death, to IMR's heirs, beneficiaries, surviving spouse or estate only to the extent they have vested in IMR before his death. If IMR is also a contracted Agent for SAS then vesting will be governed by The Agent Agreement in force with SAS.

16. Records and Reports

IMR shall render such reports and keep such records and business accounts as SAS requests. For so long as IMR represents SAS, SAS will furnish IMR with a monthly statement of IMR's Account and will pay any amount due IMR. Upon receipt of such statement, IMR shall immediately examine it, and if not satisfied as to its accuracy, IMR shall return such statement and the payment to SAS with full particulars of any discrepancy therein within thirty (30) days; otherwise the statement shall be deemed accepted by IMR as true and correct. The Account on the books of SAS shall be competent evidence of such Account for all purposes.

17. Printed Material

SAS will furnish IMR with all software, applications, circulars and printed matter SAS deems necessary for doing business under this Agreement. IMR agrees not to publish, distribute or use any circulars, advertising, sales material or other matter referring to SAS or to BeniCard memberships without first securing SAS's written approval. All printed matter and supplies SAS furnishes are property of SAS and shall be promptly returned to SAS upon request or when this Agreement terminates.

18. Membership Replacement Prohibited

IMR agrees that during the term of this Agreement, and for a period of thirty-six (36) months following the date of its termination for any reason, IMR and IMR's employees and associates will not directly or indirectly contact, communicate or meet with any of the SAS or Association members for the purpose of attempting or discussing a rewriting, canceling, lapsing or replacing such SAS or Association membership with a new membership from another company.

19. Indemnity

IMR shall indemnify, defend (with counsel reasonably acceptable to SAS) and hold SAS harmless from any claims, causes of Action, suits, judgments, settlements, costs, expenses or other damages, including attorneys fees, which SAS may suffer or incur as the Result of any alleged negligence, misrepresentations, fraudulent conduct, wrongful act, statement, or unauthorized act, error or omission of IMR. SAS shall have exclusive authority to direct the defense and effect settlement of any claim, cause of action or suit for Which the foregoing indemnity and hold harmless obligation may apply. IMR shall, upon demand, pay SAS, as a debt hereunder, any sums due to it in accordance with this Section, together with reimbursement of any sums expended by SAS in answering or Defending any attachment, garnishment or other proceeding involving IMR. The right of IMR or any person claiming through IMR to receive any commissions, override commissions, compensation, or other monies pursuant to the Agreement or this Addendum shall at all times be subordinate to the right of SAS to offset or apply such commissions, override commissions, compensation and other money against any indebtedness of IMR to SAS as a result of this Section.

20. Mandatory Mediation and Binding Arbitration

Mandatory Mediation

Except as otherwise provided in this Agreement, all claims, disputes, and controversies arising out of or in any manner relating to this Agreement, or any other agreement executed in connection with this Agreement, or to the performance, interpretation, application or enforcement hereto including, but not limited to, breach hereof (in each case, "Dispute."), shall be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration, and any suit, action or arbitration shall be barred unless mediation has been attempted in good faith. The mediation shall be conducted in Rock County, WI.

Mandatory Binding Arbitration

Should Mediation be unsuccessful, it is agreed that the dispute shall be submitted to binding, non-appealable arbitration and that such arbitration shall be governed by the Wisconsin Arbitration Act. Either party may within sixty (60) days from the date of such unsuccessful mediation or one (1) year from the date of the alleged breach or occurrence resulting in the Dispute, whichever is later, make a demand for arbitration by filing a demand in writing with the other party and serving the same by depositing it in the U. S. Mail, certified mail, return receipt requested.

Exceptions

Notwithstanding any other provision of this Agreement, SAS may enforce IMR's compliance with any restrictive covenant, member replacement prohibition or confidentiality provision contained in this Agreement to the fullest extent permitted by law by seeking any remedy available at law or in equity, including but not limited to obtaining a temporary restraining order or injunction, without having to mediate and/or arbitrate, and without need to post a bond to do so. IMR agrees that IMR is not excused from complying with any restrictive covenant, policy placement prohibition, confidentiality provision or trade secret provision because of any claim IMR may have against SAS.

21. Applicable Law

This Agreement will be subject to and governed by the laws of the State of Wisconsin, without giving effect to the conflicts of laws principles thereof. The construction and interpretation of this Agreement will not be strictly construed against the drafter. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement. Each party hereto agrees to accept the non-exclusive jurisdiction of the courts of the State of Wisconsin, and those of the United States of America situated in the State of Wisconsin, for the adjudication of any dispute arising out of this Agreement. Each party hereto hereby irrevocably (1) agrees that any suit, action, or other legal proceeding arising out of this Agreement may be brought in any Wisconsin or United States federal court located in the State of Wisconsin, (2) consents to the jurisdiction of each such court in any such suit, action, or legal proceeding, (3) waives any objection which it may have to the laying of venue of any such suit, action, or legal proceeding in any of such courts, and (4) agrees that Wisconsin is the most convenient forum for litigation of any such suit, action, or legal proceeding.

22. Entire Agreement

This Agreement represents the entire Agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties, and any amendment or modification hereof shall be in writing and signed by the party bound thereby.

23. Effective Date

This Agreement will become effective upon the date of SAS's execution of this Agreement at its offices in Wisconsin.

Executed as of the _____ day of _____, _____.

SAS, Inc.

IMR

By _____ Date _____

By _____ Date _____

Name _____

Name _____



Section II. Personal Information:

Full Name _____ Social Security # _____

Home Address _____

Mailing Address _____

WEBSITE(S) _____

Telephone: (Res) _____ (Bus) _____ (Fax) _____

Date of Birth _____ E-mail Address _____

Section III: Agency Information (if applicable):

Agency Name _____ EIN # _____

Business Address _____

Mailing Address _____

Telephone: (Bus) _____ (Fax) _____

Section IV: Checklist

- IMR Agreement
- Person Information
- BeniCard Fee Schedule
- Link Agreement

Section V: Home Office Section

IMR NUMBER: _____ DB# _____

USER NAME: _____ PASS: _____

1RA: _____, 2RA _____ Link Agreement: _____

Comments: _____

BeniCard

Mike Perzel, Genreal Agent

BeniCard Fee Schedule:

On a monthly basis, within thirty (30) days after the end of each calendar month, SAS agrees to pay You a Marketing fee (the "**Marketing Fee**") described below for each unique customer ("**Customer**") who, after having used the SAS BeniCard Links or SAS Quoting tools on Your Website, "**Fully Submits**" Best Benefits BeniCard application on the www.BeniCard.com (IMR Link) website (a "**Fully Submitted Application**"). "**Fully Submits**" means a Customer that (i) properly completes an online insurance application and clicks "**submit**", and (ii) manually or electronically signs the completed application and within thirty (30) days of the online submission, returns all forms fully executed to SAS accompanied by the first month's payment.

The BeniCard Marketing Fee for the following type(s) of plans is as follows:

Plan Type	Fee	Renewal Fee
Plan 1 – Dental, Vision, Rx	25%	25%
Plan 2 – Medical Plan	25%	25%
Plan 3 – Comprehensive Plan	25%	25%

Affiliate Referral Fees:

On a monthly basis, within thirty (30) days after the end of each calendar month, SAS agrees to pay You a affiliate referral fee (the "**Referral Fee**") described below for each unique customer ("**Customer**") who, after having used the SAS BeniCard Links or SAS Quoting tools on Your Website, "**Fully Submits**" a insurance application on the www.BeniCard.com website (a "**Fully Submitted Application**"). "**Fully Submits**" means a Customer that (i) properly completes an online insurance application and clicks "**submit**", and (ii) manually or electronically signs the completed application and within thirty (30) days of the online submission, returns all forms fully executed to SAS accompanied by the first month's payment. IMR understands that a SAS representative will be the insurance agent on all insurance products sold through www.benicard.com and affiliated websites.

The Referral Fee for the following type(s) of plans is as follows:

Plan Type	Fee for Fully Submitted Application
\$100,000 ADD	Not Available at this time.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY IT.

IMR Date

SAS Date



SAS, Inc.

www.SAS-IT.com

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Fax: 608-755-7955