



## NDC Agent Agreement

National Drug Card, LLC. has a Free Discount Drug Card program, to with:

NDC provides discounts on prescription medications to individuals, families, employers, members of non-profit organizations, groups, financial institutions, marketing entities and business customers are available to market. WHEREAS, NDCA desires the opportunity to market the NDC discount prescription card and WHEREAS, NDC is desirous of having the NDCA distribute the NDC discount prescription card now, THEREFORE in consideration of the mutual terms, covenants and conditions herein contained, it is agreed as follows.

- 1. Benefits.** NDC will provide NDC discount prescription drug card documents and will pay NDCA a commission as listed on Schedule "A" hereof, as long as NDC gets paid, and as long as this agreement has not been terminated for cause.
- 2. Term.** The NDCA party may terminate this agreement by giving the other party Sixty days (60) written notice to terminate or unless earlier terminated by default. Commissions will be paid in accordance with Schedule "A" attached to this contract, and for as long as NDCA has not breached this agreement. Should this agreement be terminated for a breach, then no future commissions shall be due or payable to NDCA.
- 3. I have carefully reviewed the NDCA's contract and policies & procedures and acknowledge that they are incorporated as part of this Agreement in their present form and can be modified from time to time by NDC.**
- 4. NDCA's Obligations.** NDC will provide to NDCA the opportunity to market the NDC discount prescription card and will pay a commission based on the use thereof for the NDC as long as NDC gets paid and as long as this agreement has not been breached in accordance with Schedule "A" attached. In addition, NDC will work with NDCA to design and provide other benefits whenever possible, should NDCA be desirous of marketing other membership programs. NDC will provide an online card and website to NDCA and to its accounts.
- 5. NDCA's Obligations:** NDCA will distribute the NDC discount prescription card to individuals, families, employers, members of non-profit organizations, groups, marketing entities, and business customers and shall be paid a commission as set forth on Schedule "A" hereof.
  - a.** NDCA will conduct itself in such a manner as to reflect only the highest standards of honesty, integrity and responsibility in the marketing and representation of any and all products or services referenced herein.
  - b.** NDCA's status as a marketer of NDC's benefits and services may not be sold transferred or in any way assigned to a third party without the prior written and consent of NDC.
  - c.** NDCA agrees to keep all information confidential and use it only in connection with this agreement and the purposes intended hereunder

- d.** NDCA will distribute only those marketing materials approved in writing by NDC. Should any materials be distributed that have not been approved by NDC, then NDCA will be in breach of this agreement.
- e.** NDCA will not commence any marketing campaign or distribution methods not discussed and approved by NDC in writing. Should a marketing campaign be commenced that has not been approved by NDC, then NDCA will be in breach of this agreement.
- f.** NDCA will be responsible for any Sub-Agent recruited to assist in the marketing of the NDC card. Each Sub-Agent must submit the NDCA Information Sheet to NDC in a timely manner. Further, a Sub-Agent agreement must be executed between NDC and the Sub-Agent prior to any marketing activities by the Sub-Agent. NDC has the right to accept or refuse any Sub-Agent brought to NDC by NDCA. Should any of NDCA, Sub-Agent's disseminate unapproved materials or conduct any unapproved marketing campaign, then this agreement shall be in breach. NDC may, at its sole and absolute discretion and on a case-by-case basis, elect to grant a 30-day period to cure any breach, should NDC determine the breach was unintentional and did not negatively impact NDC, its other agents and any pharmacy in the network.
- g.** NDCA and its Sub-Agent's agree not to fax, mail, text, do digital soliciting or email documents to any pharmacy for any reason whatsoever. The physical distribution of cards or brochures to customers within or on the premises (including the parking lot) of the pharmacy is prohibited. Failure to comply with this provision will result in immediate breach and termination of this agreement, and NDCA will forfeit all future commissions without a period to cure this provision.
- h.** The term of the Agreement, beginning on the date on which it is accepted shall continue by the NDC unless sooner terminated by the NDCA or in the event of breach of this agreement by the NDCA. The NDCA will be guaranteed renewal of the Agreement annually as long as the NDCA is in compliance with the renewal procedure applicable at the time of their initial enrollment. NDCA shall have the right to terminate this Agreement at any time and for any reason, upon 30 days written notice to the Company with loss of all commissions, overrides, and bonuses.
- i.** If NDC terminates this Agreement for cause, NDCA shall immediately discontinue offering Company's Rx Programs. If NDCA is terminated for cause, NDCA agrees that he/she has forfeited all his/her commissions, overrides, and bonuses.
- j.** NDCA acknowledges that during the term of this Agreement, and for a period of twelve (12) months after the termination of this Agreement for closable reason, that the NDCA, or any entity that they, directly or indirectly, have an interest in, will not enter into any agreement with any network supplier (PBM) including the one's that NDC utilizes to create the Program that they were in, by virtue of this Agreement, authorized to offer or distribute.
- K.** I understand that the NDC may immediately terminate this Agreement for cause and NDCA will not have access to NDC rep back office, claims tracking or otherwise granted access by NDC.

  - a.** If agent misrepresent NDC, its products, business opportunity or violate any requirement contained in this Agreement, policy and procedures, interruption of business, harassment, frivolous reporting, lawsuits, alterations of training manuals, or if I fail to conduct a business according to the principles of good conduct and business ethics.
  - b.** If agent dissolves his/her business or file for bankruptcy.

c. If agent fails to comply with all federal and state laws including, but not limited to solicitation and advertising laws.

d. If agent contacts or contracts PBM network directly or try to sell NDC drug cards for profit

e. If agent joins or starts their own discount drug card company and competes with NDC.

**f.** If agent solicits other NDC Agents in leaving NDC discount program to join another program similar to NDC.

**g.** Agents will need to maintain a total of 50 personal monthly compensable claims after 1 year anniversary to maintain active status and commissions. (Note: 50 personal claims = you helping about 10 people or pets with their medications after 1 year of business)

**6.** In order to maintain a viable marketing program and to comply with changes in federal, state and/or local laws or economic conditions, NDC will provide in section of Rep Tools our Policies and Procedures for NDCA. This in no way affects the status of a NDCA as an independent contractor. These Policies and Procedures may change from time to time to better enhance NDC operations. There may also be modification to agreement or compensation. Policies & Procedures and Compensation, including all plan modifications, and changes there to, shall upon notice to the NDCA become a binding part of this Agreement.

**7.** I have carefully reviewed the NDCA's policies and procedures and acknowledge that they are incorporated as part of this Agreement in their present form and this Agreement might be modified from time to time by the NDC and will be posted on NDC rep back office website under Policies and Procedures for NDCA, please review policies periodically.

**8.** I recognize that the sole compensation from NDC is the monies earned in accordance with this Agreement at the rates set below. NDC shall be responsible for payment of commissions only if and when NDC is compensated by the Pharmacy Benefit Manager (PBM). NDC shall not compensate or reimburse a NDCA for any expenses it may occur unless written approval for such compensation or reimbursement was obtained from NDC prior to the occurrence of such expense.

**9. Governing Law and Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of DC, NJ and venue for any proceedings shall be in Judicial Circuit, in DC & NJ.

**10.** During my commission payments, I am certifying that the number I am showing on W-9 Form is my correct taxpayer identification number.

**11.** I will not contact NDC's network providers (PBM) for marketing purposes or to resolve issues unless given written consent by NDC. All contacts with providers must be done through NDC's department. Such violation is grounds for termination for cause.

**12.** Notice: Any notice required by this agreement shall be in writing, by certified mail, to the address of each party first set forth above, or at such other address as may hereafter be designated by either party in writing.

**13. Supplies:** NDC supplies need to be ordered from Corporate Rep Tools back office.

**14. Agent & Technology:** Agent must have a computer and be up to date on technologies of the day.

**15.** Entire agreement. This agreement contains all the rights, duties and obligations of each party.

**16. Attorney's Fees in event of Litigation.** If NDC is prevailing in a legal matter NDC may seek legal remedies, NDCA shall be responsible for all reasonable attorney fees, court costs and other costs, up to and including any appeals.

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**IN WITNESS WHEREOF** the parties have hereunto signed this agreement on behalf of the corporate entity or the individual for which they have legal authority to enter into:

The rate that will be paid to this NDC Agent for each compensable claim will be \$2.00

**Level 1 Base Payment:** 0 to 500 claims = **\$2.00**

**Level 2 Bonus Payment:** 501 to 1,500 claims = **\$2.25**

**Level 3 Bonus Payment:** 1,501 plus claims = **\$2.50**

Schedule "A" shall address fee payments and terms of this agreement. Also covered shall be an option for override agreements and the provision for revenue splits between NDCA and approved customers. Schedule "A" Addendum for \$0.50 Recruit Override Commissions: The following provisions concerning compensation of Sub-Agent shall be incorporated into and become a part of all NDCA agreements. Terms: NDC shall provide the opportunity for Agents to receive a \$0.50 Recruit Override on Sub-Agents compensable claims. NDCA need to maintain a total of 50 personal monthly compensable claims within Anniversary Date to receive any Commissions earn from Recruit Override/Sponsorships. Commissions are paid monthly. The minimum payment made at any one time will be \$75 Net commissions less than \$75 will be carried over until the NDC agent has accumulated \$75 or more.

Joint Venture/Split Fee agreements: NDCA's with prior approval by an NDC official may agree to split/share their base compensation or overrides with a business partner, i.e., (non-profit or national account) to off-set their distribution and printing costs. NDC approved format and documents must be used.

All payments under this agreement shall be within 30 days of payment to NDC by PBM provider. A time delay for payment could exceed 90 days from time of approved script for claim processing.

### **Qualifications for Custom Branded Website, Cards, and Mobile Apps**

Agents needs to have at least 50 monthly paid claims for custom branding option. Exceptions may be considered. The process of setting up affiliate custom branding is hours-long process of replacing all current sites with your logo and additional material. Agents must request custom branding by emailing: [affiliates@nationaldrugcard.com](mailto:affiliates@nationaldrugcard.com) once Agents knows they are generating at least 50 paid monthly claims (which is about helping 10 to 15 people with medications)

- Affiliates will then receive the following: Logo and colors placed on the front of the National Drug Card and FluffyRx Card (if applicable)
- Logo placed on the GroupRx: main banner -side menu banner- card selections and card views
- Logo placed on the main NationalDrugCard.com affiliate page
- Logo placed on your NDCpro or FluffyRx easy marketing landing page
- Logo placed on the National Drug Card landing print page
- Logo placed on the FluffyRx Card landing print page