CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2023, by and between Benefit Insurance Marketing, Inc. d/b/a Bim Group, a Kentucky Corporation ("Consultant") and _____ ("Client").

RECITALS

A. WHEREAS, Consultant is licensed in the Commonwealth of Kentucky to provide insurance broker and insurance consultant services and is engaged in the business of providing brokerage and consulting services to employers and plan sponsors for employee benefit plans;

B. WHEREAS, Client desires to engage Consultant to provide the broker or consulting services, more specifically described herein, to Client with respect to self-insured employee benefit plans sponsored by Client (the "Plans"); and

C. WHEREAS, Consultant desires to provide those services subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, plus other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Engagement; Scope of Services Provided**.

(a) Client hereby engages Consultant to provide, and Consultant agrees to provide, the services described on Schedule A, as that schedule may be amended from time to time by mutual agreement of the parties (the "Services"). Client may request Consultant to provide a service that is in addition to those set forth on Schedule A, in which case Consultant may then, in its sole discretion, agree to provide that service. The fee for that additional service will be negotiated in advance and agreed to in writing by the parties.

(b) All work performed by Consultant under this Agreement is for review and execution by Client or, where appropriate, a Plan administrator, Plan trustee, or legal counsel for such persons. Client shall retain administrative and fiduciary responsibility for the Plans. Client acknowledges that, under this Agreement, Consultant is not providing any tax, investment, or legal advice or exercising any discretionary authority or control with respect to the administration or management of the Plans or the Plans' assets.

(c) Client acknowledges that Consultant requires certain information from Client in order to perform the Services. Client shall provide such current and accurate information as requested by Consultant in the course of performing the Services and in the form and manner specified by Consultant, and shall update such information as necessary to ensure that it remains current and accurate at all times relevant to Consultant's Services. Client also acknowledges that Consultant's analysis and proposals are based upon the information provided to Consultant by Client. Client shall permit Consultant to consult with, and obtain information about, Client and the

Plans from Client's or the Plans' accountants, attorneys, administrators or other advisors, and Consultant is expressly authorized to rely on such information.

(d) Client acknowledges that (i) it is free at all times to accept or reject any information or proposals from the Consultant provided under this Agreement; (ii) it has the sole authority with regard to the implementation, acceptance, or rejection of any services from Consultant; and (iii) Consultant's services are in an advisory and administrative capacity with respect to the Plans and that Consultant is not a fiduciary, including without limitation, a plan administrator or investment manager, as those terms are defined in Sections 3(21), 3(16) and 3(38), respectively, of the Employee Retirement Income Security Act of 1974 ("ERISA"), and that nothing in this Agreement will be construed to make Consultant a party to the Plans or to confer upon Consultant any responsibility for the terms or operation of the Plans.

2. **Compensation and Expenses**.

(a) As compensation for the Services, Client agrees Consultant will receive the service fees described on Schedule B (the "Service Fees"). The Service Fees payable to Consultant shall be paid from the Plan and remitted to Consultant by the indicated Third Party Administrator (TPA) and/or carrier, unless specifically noted. Charges for any additional services not covered in this Agreement will be negotiated in advance and agreed to in writing by Client.

(b) Client shall reimburse Consultant for reasonable expenses incurred in performance and delivery of the Services as provided on Schedule B. Unless specifically noted, Consultant's fees do not include fees of attorneys, accountants, or other advisors who are engaged by Consultant to provide legal, accounting or other advice, and fees for such advisors may be separately billed to Client by Consultant as may be agreed between Client and Consultant.

3. **Term and Termination**. The initial term of this Agreement shall commence on _____ and continue through _____. At the end of the initial term (and each subsequent extended term), the term of this Agreement shall automatically be extended for additional periods of one (1) year each. Either party may terminate this agreement without cause by providing the other party with written notice at least sixty (60) days prior to the termination date. Unless otherwise agreed by the parties, the terms and conditions of this agreement shall govern during any extended term.

4. **Independent Contractor**. Consultant is an independent contractor, and neither Consultant nor any of its agents, servants, or employees shall be considered or hold themselves out to be employees, agents or servants, of Client. Consultant shall retain the right to exercise control over the manner in which it renders services, except as set forth in this Agreement. If Consultant has taken over any existing programs or policies implemented by another person, Consultant shall not assume any responsibility for the adequacy or effectiveness of those programs or policies, or any action or omissions occurring prior to Consultant's engagement under this Agreement.

5. **Representations and Warranties of Consultant**. Consultant represents and warrants to Client that (i) Consultant is validly existing in its jurisdiction of organization, (ii) Consultant has full power and authority to enter into this Agreement, and (iii) the terms of this Agreement are not in conflict with or in violation of any applicable laws and do not constitute a

breach or violation of the rights of any third party under any contract or agreement binding upon Consultant.

6. **Representations and Warranties of Client**. Client represents and warrants to Consultant that (i) Client is validly existing in its jurisdiction of organization, (ii) Client has full power and authority to enter into this Agreement, (iii) the terms of this Agreement are not in conflict with or in violation of any applicable laws and do not constitute a breach or violation of the rights of any third party under any contract or agreement binding upon Client, and (iv) the information Client provides to Consultant in order for Consultant to perform the Services is current and accurate, and shall be updated as necessary during the course and scope of Consultant's Services.

7. **Confidentiality**.

(a) Commencing on the effective date of this Agreement and continuing throughout the term and following termination of this Agreement, each party and its respective representatives, agents, and employees shall hold all Confidential Information (as defined below) in strict confidence and shall not, without prior written consent of the other party, (i) disclose or make available to any person or (ii) use for its own or any other person's benefit any such Confidential Information; *except that* the parties may use or disclose Confidential Information if that use or disclosure is: (A) necessary for the party in question to perform its obligations under this Agreement, as may be agreed to by the parties; or (B) required by applicable law, subpoena, or order of any court or tribunal of competent jurisdiction (provided, however, that the disclosing party shall use reasonable efforts to provide the other party with notice of such legal requirement, subpoena or court order, so that the disclosing party may seek a protective order or other appropriate relief).

(b) For purposes of this Agreement, "Confidential Information" means information that is not generally known to the public and that is proprietary or that the party in question is obligated to treat as confidential, including without limitation: (i) trade secret information relating to that party's products, services, customers, or clients; (ii) confidential information concerning the business and operations of that party; (iii) confidential information concerning any of the past, current, or possible future products and/or services of that party, including but not limited to information about research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing; and (iv) the terms and conditions of this Agreement; *except that* the term "Confidential Information" does not include information that, at the time of disclosure or use, was (i) in the public domain, (ii) in the possession of the party receiving it free of any duty or obligation of confidentiality with respect to such information, (iii) independently developed by the party receiving it, or (iv) obtained by the party receiving it from a third party who was not under any duty or obligation of confidentiality with respect to such information.

8. **Non-Solicitation**. Client shall not, during the term of this Agreement and for a period of 12 months following its effective termination date, directly or indirectly, solicit to employ, hire, or engage, as an employee, consultant, agent, or independent contractor, any person who, during the term of this Agreement, was employed by Consultant or engaged by Consultant to provide, directly or indirectly, any services for the benefit of Client.

9. **Indemnification**.

(a) Except as otherwise provided in Section 9(c), Consultant shall indemnify, defend, and hold harmless Client, its affiliates, and its and their respective shareholders, members, partners, directors, managers, officers, employees and agents from and against any losses, costs, or expenses (excluding any special or consequential damages, including without limitation lost profits) arising from Consultant's (i) breach of the representations and warranties provided in this Agreement or (ii) gross negligence or intentional misconduct on the part of Consultant. Nothing in this Section 9(a) is intended to reduce or limit the Client's fiduciary liability under ERISA Section 410(a).

(b) Client shall indemnify, defend, and hold harmless Consultant, its affiliates, and its and their respective shareholders, members, partners, directors, managers, officers, employees and agents from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses, of any kind, including professional fees and attorneys' fees, that are incurred by Consultant or awarded against Consultant, arising from or related to Client's (i) breach of the representations and warranties provided in this Agreement; (ii) gross negligence or intentional misconduct; (iii) failure to provide accurate and current information to Consultant or to update that information; (iv) breach or alleged breach of fiduciary duty related to the Plan, including, but not limited to, an actual or alleged breach related to Plan benefit design or the information or documentation provided regarding the Plan benefits or benefit design; or (v) violation or alleged violation of ERISA or any other applicable federal or state law. .

(c) LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE AGGREGATE AMOUNT OF CONSULTANT'S LIABILITY TO CLIENT, WHETHER ARISING FROM OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNIFICATION, OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE AMOUNT OF THE SERVICE FEES ACTUALLY PAID TO CONSULTANT BY CLIENT DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD.

10. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to any otherwise applicable principles of conflicts of laws. To the extent any court proceeding may be brought with respect to this Agreement, such proceeding may be brought only in a court of competent jurisdiction in the Commonwealth of Kentucky, and the parties shall submit to the jurisdiction of such courts for purposes of any such action arising out of this Agreement.

11. **Professional Liability Insurance.** Consultant agrees to maintain in full force and effect throughout the term of this Agreement, professional liability insurance coverage, with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate, and to provide Client with evidence of such insurance coverage upon request. Client agrees to maintain in full force and effect, throughout the term of this Agreement, liability insurance covering Client for: (1) breaches of fiduciary duty under ERISA; (2) negligence in connection with the administration of the plan; and (3) errors and omissions related to employee benefits, with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate, and to provide Client with evidence of such insurance coverage upon request.

12. **Notice**. Any notice required or permitted under this Agreement shall be given in writing and deemed effectively given upon (i) personal delivery; (ii) transmission by facsimile or

email *if* receipt is acknowledged by the addressee; or (iii) deposit in the United States Postal Service by registered or certified mail or with Federal Express or any other generally recognized overnight courier with postage and fees paid, addressed to the intended recipient as the recipient may designate below, along with simultaneous delivery of copies of the notice to all other persons listed in this paragraph 11 below. Any permitted amendment or change to this Agreement (including the schedules to it) will be put in writing and an original copy of such amendment or change will be provided to all of the persons listed below at the same time:

Consultant: Bim Group
1151 Red Mile Road
Lexington, KY 40504

Client: _____
_____
_____

13. **Entire Agreement**. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties, whether oral or written, with respect to the subject matter hereof.

14. **Amendment and Waiver**. No amendment or modification of this Agreement shall be valid unless such amendment or modification is in writing and signed by each of the parties hereto. No waiver of any right under this Agreement shall be effective unless such waiver is in writing and signed by the party against whom such waiver is sought to be enforced, and any waiver of a right under this Agreement by a party hereto with respect to any event or circumstance shall not be deemed to constitute a waiver of that party's right to enforce that same right (or any other right) in any other event or circumstance.

15. **Severability**. If any provision of this Agreement is held to be unenforceable, then that provision is to be construed by modifying it to the minimum extent necessary to make it enforceable. If an unenforceable provision is modified in accordance with this paragraph 14, then the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

16. **Counterparts and Facsimile**. This Agreement may be executed in counterparts and/or by fax or email and any copy of this Agreement to which is attached an original, copy or faxed copy of the signature pages of each of the parties hereto shall be deemed to be an original.

17. **Headings**. The titles and headings of the paragraphs in this Agreement are for convenience of reference only and, in the event of any conflict, the text of the Agreement, rather than such titles or headings, shall control.

18. **Obligation to Client; No Third Party Beneficiaries**. The parties do not confer any rights or remedies upon any person or entity other than the parties to this Agreement. Without limiting the foregoing, Client and Consultant specifically acknowledge and agree that Consultant does not confer any rights or remedies and does not have any obligation or professional duty to Plan members or beneficiaries.

IN WITNESS WHEREOF, the parties are signing this Agreement as of the day and year first written above in the introductory clause.

CONSULTANT: Benefit Insurance Marketing, Inc. d/b/a Bim Group

By: _____

Name: _____

Its: _____

CLIENT: _____

By: _____

Name: _____

Its: _____

SCHEDULE A

Services

Consultant will provide the following services to Client in accordance with the terms and conditions of this Agreement

1. **Strategy Development**
    a. Conduct stakeholder interviews
    b. Perform competitive assessment
        i. Benchmarking
        ii. Cost driver analysis (e.g., utilization, unit costs/discounts, health conditions, etc.)
    c. Determine employee communication requirements
    d. Explore short- and long-term tactics
    e. Evaluate alternatives
    f. Forecast Trends
    g. Define and document strategic direction
    h. Create Executive Summary reports of recommended strategies
    i. Present analysis, findings, and recommendations to Client's Executive Team

2. **Routine Annual Services**
    a. Quarterly/Pre-renewal meetings
    b. Additional Client meetings as needed
    c. Daily access to account management team
    d. Consult on difficult vendor issues
    e. Monitor Vendor Performance
    f. Act as a liaison between you and your insurance carriers and/or TPA as needed for elevated issues
    g. Develop and manage project timelines
    h. Ongoing TPA, Pharmacy Benefit Management (PBM), and Carrier contract(s) review, negotiation, monitoring, and management
    i. TPA, PBM, and Carrier plan performance reviews
    j. Carrier billing and invoice review
    k. Periodic payroll and carrier enrollment audits
    l. Management of ad hoc reporting / project requests

3. **Fiscal Planning / Actuarial / Monitoring / Analytics**
    a. Provide detailed ongoing Financial Reports measuring the performance of all of Client's health and welfare plans including:
        i. Monthly Summary Reports illustrating plan performance month by month and year-to-date versus budget
        ii. Quarterly utilization summaries identifying variances to expected,

benchmarks, and historical performance

b. In partnership with Milliman, provide annual financial projections utilizing industry accepted actuarial models to project:
    i. 12-month budget projections
    ii. Premium equivalent rates by plan
    iii. COBRA and contribution setting
    iv. Adequacy of plan designs for members
    v. Monte Carlo simulations
c. Benchmark Plan Aspects utilizing:
    i. Milliman Benchmarking Report
    ii. Claros Analytics Actuarial Consulting Suite
    iii. AEGIS stop loss benchmark
d. Financial analysis projecting impact of various plan design changes (benefit modeling)
    i. Impact of various premium contribution scenarios
    ii. Impact of enrollment demographics on plan options
    iii. Impact of plan design modifications on required premium equivalents
    iv. Cost driver analysis compared to established benchmarks
e. Network Analysis (including re-pricing and disruption)
f. Data analysis and program monitoring (i.e., Population Health Management program and/or Wellness programs)
g. Financial analysis of HDHP with a corresponding account (HSA or HRA)
h. Annually evaluate appropriate Stop Loss deductible levels

4. **Renewal Analysis**
    a. Confirm renewal standards (e.g., 120-day carrier delivery commitment)
    b. Analyze Carrier renewal submissions
    c. Financial Analysis of Annual Reinsurance renewals using actuarial software
    d. Summarize results and make recommendations
    e. Negotiate renewals on Client's behalf
    f. Evaluate funding mechanisms and reserves

5. **Request for Proposals (RFP)**
    a. Develop RFP to evaluate qualified vendors to provide TPA, PBM, Ancillary, and Stop Loss services
    b. Conduct annual market analysis of national reinsurance markets to ensure transparency and lowest unit cost (if applicable)
    c. Establish market objectives and renewal strategy
    d. Develop an evaluation methodology with Client's Executive Team
    e. Review RFP responses with Client's Executive Team to determine appropriate finalists
    f. Develop a format for the finalist presentations
    g. Assist Client in selecting the most qualified vendor partner(s)

h. Finalize negotiations with selected vendor partner(s) to obtain the most competitive
    i. Financial offerings
    ii. Breadth of service
    iii. Performance guarantees

6. **Compliance**
    a. Direct access to a dedicated Compliance Consultant for plan reviews and consultation
    b. Conduct a Health & Welfare Plan Compliance Assessment upon initial engagement and annually as necessary
    c. Annual Risk Analysis
    d. Review of all contracts, benefit handbooks, and plan amendments
    e. Develop Summary of Benefits (SBCs) in conjunction with TPA
    f. Development of Wrap Plan Document and SPD
    g. Form 5500 preparation
    h. Facilitate selection of COBRA/FSA/Section 125 vendors
    i. Proactively keep Client apprised of emerging legislation, legal developments, and market innovations
    j. Customized Annual Compliance Notices through HR Service
    k. HIPAA Compliance Tools and Resources
    l. Employee benefits attorney consultation (additional fees may apply)
    m. Mental Health Parity & Addiction Equity (MHPAEA) compliance analysis including Quantitative Treatment Limits (QTLs) and Non-Quantitative Treatment Limitations (NQTLs) of the plan (additional fees will apply)

7. **HR Advocacy**
    a. Client HR staff and employees will have toll free access to Consultant's dedicated Client Service Concierge team for complex claim, eligibility, and billing issues
    b. Access to web-based Human Resource Center
        i. HR Hotline
        ii. HR Training
        iii. Monthly newsletter for HR professionals
        iv. Labor law library (FLSA, ADA, USERRA, EEOC, etc.)
    c. Access to monthly webinars (available for HRCI credits)
    d. Consultant provides on-going support to Client in managing enrollment and eligibility software, including:
        i. Open enrollment planning
        ii. Carrier partner changes
        iii. Benefit plan reviews to ensure accuracy of approved plans
        iv. Assist in obtaining timely responses from vendor for problem resolution
        v. Contributing to project timeline development

8. **Employee Communication and Engagement**
    a. Update and Maintain customized Employee Communication Strategy
    b. In-house graphic design and production team
    c. Customized employee benefit packets and Employee Benefit Overviews (EBOs)
    d. Open enrollment and new hire support:
        i. On-site meetings (additional fees may apply)
        ii. Power point presentations
        iii. Voice over technology for open enrollment and new employee onboarding
        iv. Virtual Conferencing
    e. Ongoing Communications Development and Support
    f. Benefits Audio Library (Articulate)
    g. Facilitate Employee Opinion Surveys
    h. Employee self-service web portal and smart phone application – Employee Benefits Center (EBC) through Touchpoints
    i. Airbo innovative employee communication platform (additional fees may apply)

9. **Population Health Management**
    a. Health improvement strategy development
    b. On-site health care delivery analysis & RFP facilitation
    c. Coordination of wellness fairs
    d. Employee engagement strategy development
    e. Health contingent-based planning and administration
    f. Disease management data mining (additional fees may apply)
    g. Clinical intervention strategy development

SCHEDULE B

Service Fees & Expenses

Based on the professional services outlined in Schedule A of this Agreement, consulting and brokerage fees and expenses are as follows.

A. Direct Compensation

The Company reasonably expects to receive direct compensation for the placement of the below lines of coverage in the form of a per employee per month ("PEPM") fee, a percentage of premium commission paid by the carrier or vendor, or a flat amount as indicated below:

Coverage Line	Carrier / Vendor	PEPM / Commission % / Flat
Medical	Aspirant/Anthem	$2.00 PEPM
Dental	Delta Dental	0%
Group Life and AD&D	New York Life	$1,667.67 Paid Monthly (Flat)
Group Long Term Disability	New York Life	$2,083.33 Paid Monthly (Flat)
Group Short Term Disability (NYPL Policy)	New York Life	10%
Voluntary Life & AD&D	New York Life	0%

Other Compensation

Bim Group may earn additional compensation from any of the above referenced insurers, vendors, or other third parties. For example, Bim Group may receive additional compensation contingent upon certain conditions being met, including, but not limited to, profitability, growth, churn/retention, or the volume of services provided. Compensation may be in the form of additional commissions, bonuses or benefits ("compensation"). Furthermore, we may receive corporate sponsorships for webinars, training or other programming we provide for you and other clients, or for our own internal trainings. Whether we receive any of the above referenced compensation, or how much that compensation may be, cannot be discerned at this time.

B. Expenses

Within the Commonwealth of Kentucky (i.e., on-site meetings), all travel cost will accrue to the Consultant. Out of state travel costs (e.g., air/car/hotel) will be reimbursed by Client. Approval for estimated travel expenses will be obtained prior to incurring any such expense. Consultant will provide standard back-up documentation to support such charges. Approval for expenses shall not be unreasonably withheld by Client.

Client shall reimburse Consultant for costs related to the provision of services around the Non-Quantitative Treatment Limitations (NQTL) plan analysis (as detailed in Item 6m. in Schedule A). The initial fee is $3,999 and the annual renewal fee to maintain and update the analysis is $2,500.

SPECIALTY DRUG COST CONTAINMENT PROGRAM ADDENDUM

This Specialty Drug Cost Containment Program Addendum (this "Addendum") is entered into by and between Consultant and _____ ("Client") effective this ____ day of _____, 2023 (the "Addendum Date"). This Addendum is incorporated by reference into the Agreement, as if fully set forth therein. The terms of this Addendum do not replace, but are in addition to, all other terms of the Agreement, which shall remain in full force and effect. Capitalized terms not separately defined herein shall have the definition set forth in the Agreement.

WHEREAS, Consultant provides broker and consulting services to Client, as set forth in the Agreement, related to Client's self-insured health benefit plan (the "Plan(s)"); and

WHEREAS, Client contemplates utilizing certain specialty drug cost containment program(s) (the "Programs") in its Plan design or in addition to the Plan; and

WHEREAS, Client seeks information and professional consulting services regarding the Program(s); and

WHEREAS, Consultant desires to provide such information and professional consulting services regarding the Program(s) to Client, within Consultant's experience, knowledge, and scope of license.

ADDENDUM

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein and the Agreement, plus other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, in addition to all agreements, promises, terms, and conditions set forth in the Agreement, hereby agree as follows:

1. Programs. Attached hereto as Exhibit A, and incorporated herein by reference, are materials providing general information regarding Programs provided in the market. The materials are drafted by each prospective Program and are provided to Consultant by the Program or are publicly available. Consultant does not warrant or affirm the validity of any facts or statements contained in the materials.

2. Legal and Regulatory Risks. The Programs described in the materials attached in Exhibit A, and substantially similar services provided in the market, are relatively new and operate in the highly-regulated industries of prescription drugs, healthcare, and benefits. The position of the federal and state governments, including the judicial, executive, and legislative branches of both federal and state governments, on the legality, jurisdiction to regulate, and safety of the Programs, as well as the desire to use and enforce existing laws to regulate the Programs, has shifted dramatically with administration changes. Accordingly, the Programs may expose Client to certain legal and regulatory risks, and it is nearly impossible to advise on the full scope of those risks or how those risks might shift over time. Attached hereto as Exhibit B are compliance materials provided directly by the Programs. Attached hereto as Exhibit C is an independent analysis of the legal and regulatory risks of the Programs provided by Consultant's counsel, at Consultant's request. By signing this Addendum, Client represents and warrants that Consultant provided the materials in Exhibits A, B, and C to Client and that Client understands,

acknowledges, and agrees, that utilizing the Programs in the Plan, or in addition to the Plan, may expose Client to the legal and regulatory risks set forth in the materials, and additional legal and regulatory risks that are unknown or evolve after the Addendum Date.

3. Representations and Warranties. Client represents and warrants that, if Client utilizes the Program(s) in the Plan, or in addition to the Plan, Client shall: (1) provide Plan Members with material information and sufficient documentation about Program(s) to enable Plan Members to make informed decisions regarding use of the Programs; and (2) ensure all employees, workforce members, or service providers tasked with informing or educating Plan Members regarding the Programs are properly trained on advising Plan Members about the Program(s) and provide accurate information to Plan Members related to the Programs.

4. Indemnification. In addition to all indemnification obligations set forth in the Agreement, Client shall indemnify, defend, and hold harmless Consultant, its affiliates, and its and their respective shareholders, members, partners, directors, managers, officers, employees and agents (the "Consultant Indemnitees"), from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses, of any kind, including professional fees and attorneys' fees (the "Losses"), that are incurred by Consultant or awarded against Consultant, arising from or related to Client's use of the Programs. Consultant Indemnitees shall not be liable to Client, and Client shall hold Consultant Indemnitees harmless, for any and all Losses alleged against, incurred by, or awarded against Client arising from or related to Client's use of the Programs.

IN WITNESS WHEREOF, the parties are signing this Addendum as of the day and year first written above in the introductory clause.

CONSULTANT:

Benefit Insurance Marketing, Inc. d/b/a Bim Group

By: _____

Name: _____

Its: _____

CLIENT:

_____

By: _____

Name: _____

Its: _____