

Marketing Agreement/ Publisher Service Agreement

This Publisher Service Agreement ("Agreement") is made by and agreed to between Novus MedPlan located at 2665 S Bayshore Drive Second Floor Miami FL 33131 ("NOVUS MEDPLAN"), and _____ is an individual and/or corporation in the state of _____ ("You").

For purposes of this Agreement, any references to "NOVUS MEDPLAN Companies" shall refer to NOVUS MEDPLAN, its parent and any divisions, subsidiaries and affiliates of NOVUS MEDPLAN. NOVUS MEDPLAN has created, developed and installed a system by which it has developed a suite of services which enables Advertisers to launch and manage Affiliate Marketing Programs or Campaigns on the internet via the Novus MedPlan Platform ("Network Service"). A "Performance Marketing Program" ("Program") is where a person, entity, affiliate or its agent, operating "Website(s)" (internet domain, or a portion of a domain) and/or other promotional methods to drive traffic to another's Website or Website content ("Publisher") may earn financial compensation ("Payouts") for "Transactions" (actions by Visitors as defined by the Advertiser) referred by such Publisher via an action made by a "Visitor" (any person or entity that is not the Publisher or the Publisher's agent) through an Internet connection ("Link") to a Website or Website content operated by another person or entity ("Advertiser") from an Advertiser authorized promotional method used by such Publisher. The Advertiser compensates the Publisher, in accordance with this Agreement and the Program Payout specifications.

For the purposes of this Agreement, all references to "business days" shall be references to a day (other than a Saturday or a Sunday or public holiday in Ireland) on which clearing banks are open for business in United States and Canada.

1. Participation in Programs.

- (a) Acceptance by Advertiser. During this Agreement You may apply to Advertiser Programs for the opportunity to earn Payouts by promoting Advertisers in accordance with the Advertiser's Program terms and complying with this Agreement. Upon approval by the Advertiser for acceptance into its Program, You may display (and remove) Links to Advertiser's Website or Website content in accordance with the Advertiser's Program terms and this Agreement. An Advertiser's acceptance of You extends only to the entity, or individual, that enters into this Agreement with NOVUS MEDPLAN.
- (b) Program Terms. The details of an Advertiser's Program shall be available through the Network Service. Transactions qualifying for a Payout are defined by the Advertiser. Advertisers may change any Payout rate upon no less than 7 business days' written notice through the Network Service with effect from the 8th business day (or such later date as specified by Advertiser).
- (c) Additional Terms. Publishers and Advertisers may enter into direct contractual relationships through the "apply to join" process in the form of a click-through agreement hosted by NOVUS MEDPLAN ("Click-through Agreement") or in the form of an offer made to You by Advertiser via the members' area on the Network Service ("Offer"). It is Your obligation to review and accept or decline a Click-through Agreement or Offer

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when such is presented to You. If accepted by You, compliance with the Click-through Agreement or Offer is solely Your responsibility. The terms and conditions of the Click-through Agreement or Offer may supersede or conflict with this Agreement and shall apply only with respect to Your relationship with that particular Advertiser.

(d) Prohibited Uses of Links.

(i) Locations. You may not place Links to an Advertiser's Website or Website content in third party newsgroups, message boards, blogs, unsolicited email and other types of spam, link farms, counters, chatrooms, or guestbooks. Publishers using IRC channels, instant messages or similar Internet resources must designate their program as special requiring manual review and acceptance by the Advertiser.

(ii) Non-Bona Fide Transactions. You must promote Advertisers such that You do not mislead the Visitor, and such that the Links deliver bona fide Transactions by the Visitor to Advertiser from the Link. You shall not cause any Transactions to be made that are not in good faith, including, but not limited to, using any device, program, robot, Iframes, or hidden frames. Unless otherwise agreed in writing with the Advertiser, You will not be compensated for Transactions where You or Your agent are the Visitor. Multiple Leads from the same individual, entity or IP address may be considered non-bona fide Transactions. You shall not earn Payouts for non-bona fide Transactions.

(iii) Infringement. None of Your promotional activities may infringe an Advertiser's proprietary rights (including but not limited to trademark rights), NOVUS MEDPLAN's proprietary rights, or a third party's proprietary right.

(e) Updating Links. If Links to Advertiser are not dynamically updated through the Network Service, upon notification You are obligated to update an Advertiser's Links in order to earn Payouts.

(f) Emails. You hereby understand, acknowledge and accept that NOVUS MEDPLAN, NOVUS MEDPLAN systems, NOVUS MEDPLAN partners' systems and/or third party systems may and has/have the right granted by You to send emails and other communications to You on behalf of NOVUS MEDPLAN, Advertisers, and other NOVUS MEDPLAN partners and affiliates, including solicitation and service solicitation emails. You may have the ability to change some of Your email settings and preferences.

2. Publisher Obligations to NOVUS MEDPLAN.

(a) Accurate, Up-to-Date Information. You agree to provide NOVUS MEDPLAN and Advertiser with accurate information about You and Your promotional methods, and to maintain up to date "Account" information (such as contact information, Websites used, etc.). In Your Account, You must accurately, clearly and completely describe all promotional methods by selecting the appropriate descriptions and providing additional information when necessary. Some promotional methods will be designated by the system as "special". Special programs are linked to promotional methods and practices considered unique and require manual approval and acceptance by the Advertiser. NOVUS MEDPLAN reserves the right to define any program as special.

(b) Use of Links. You represent and warrant that all promotional means used by You will not contain objectionable content in any jurisdiction where it is used/viewed (including but not limited to content that is misleading, libelous, defamatory, obscene, violent, bigoted, hate-oriented, illegal, and/or promoting illegal goods, services or activities), and that You will not mislead others. You agree to: (i) use ethical and legal business

practices, (ii) comply with the Advertisers' Program terms and this Agreement, (iii) maintain a privacy policy on Your Website and for any non-Website based promotional method made available to Visitors, and (iv) designate Your Publisher Account as "special" if You promote an Advertiser(s) by any means other than displaying a Link to the Advertiser on Your Website. Your promotional activities must have been approved in advance by NOVUS MEDPLAN, who may deem Your promotional activities inappropriate and a material breach of this Agreement in NOVUS MEDPLAN's sole discretion. Our network quality department reviews publisher conduct and any suspected fraudulent, abusive or otherwise illegal content or activity by You through Your promotional methods, or that is perpetrated through use of the Network Service, is grounds for immediate termination of this Agreement or deactivation of Your Account (at the sole discretion of NOVUS MEDPLAN).

(c) Promotional Methods. You represent and warrant that You will not engage in and/or facilitate spamming, indiscriminate advertising or unsolicited commercial email or otherwise fail to comply with including but not limited to the Directive on Privacy and Electronic Communications (2002/58/EC), the Electronic Signatures Directive (1999/93/EC), the Electronic Commerce Directive (2000/31/EC), the Distance Contracts Directive 97/7/EC, the Data Protection Acts 1988 - 2003 and Directive 95/46/EU, any other EU Regulations, Directives, Decisions or Guidelines on data protection or data privacy and guidance issued by the Data Protection Commissioner of the United States, (or any successor legislation) as may be implemented into national law/regulations, laws and/or regulations that govern email marketing and/or communications. You represent and warrant that You will not engage in pop-up or pop-under advertising using any means involving third party properties and/or services (software). Pop up/unders are acceptable on a first party basis only when triggered by Your site content /site visit or by downloadable software applications for which You are the owner/operator. Pop up/unders delivered through downloadable software cannot engage in means that force clicks or perform redirects, or pop over a pay-per-click listing or natural search results. Pop up/unders must honor the NOVUS MEDPLAN Publisher Code of Conduct requirements (as such requirements may be modified from time to time), including but not limited to: (i) installation requirements, (ii) end-user agreement requirements, (iii) afsrc=1 requirements, (iv) requirements prohibiting usurpation of a Transaction that might otherwise result in a Payout to another Publisher (e.g. by purposefully detecting and forcing a subsequent click-through on a link of the same Advertiser) and (v) non-interference with competing advertiser/ publisher referrals.

(d) Personally, Identifiable Information of Visitors. You represent and warrant that You will not enable the Tracking Code to collect personally identifiable information of Visitors that would allow NOVUS MEDPLAN to personally identify Visitors.

(e) Privacy. You must conspicuously post Your privacy policy on Your Website and otherwise make it available to all Visitors. Your privacy policy must comply with all laws and regulations regarding the privacy of Visitor information, be commercially reasonable, and fully and accurately disclose Your collection and use of Visitor information. You must fully and accurately disclose Your use of third-party technology, including NOVUS MEDPLAN's tracking technology, use of cookies and options for discontinuing use of such cookies.

(f) Applicable Codes and Code Maintenance. In order for NOVUS MEDPLAN to record

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the tracking of Visitors' Transactions resulting from clicks on Links to Advertisers promoted by You, You must include and maintain a NOVUS MEDPLAN "Tracking Code" within the Advertiser's Links. All Advertiser Links and all advertisements ("Ad Content") must be in a Network Service compatible format.

(g) Usage and Security of Account. You shall be responsible for all usage and activity on Your account and for loss, theft or unauthorized disclosure of Your password (other than through NOVUS MEDPLAN's negligent or willful conduct or omission). You shall provide NOVUS MEDPLAN with prompt written notification of any known or suspected unauthorized use of Your Account or breach of the security of Your Account.

3. NOVUS MEDPLAN's Services.

(a) Tracking Transactions and Payouts. NOVUS MEDPLAN shall determine (where possible) actual Payouts that should be credited to Your Account. NOVUS MEDPLAN may, in NOVUS MEDPLAN's sole discretion, apply an estimated amount of Payouts, if:

(i) You are referring Visitors to Advertiser as verified by clicks through Links to Advertiser with NOVUS MEDPLAN Tracking Code, (ii) where there is an error in Advertiser's transmission of Tracking Code data to NOVUS MEDPLAN, and (iii) where NOVUS MEDPLAN is able to utilize an historical analysis of Your promotion of Advertiser to determine an equitable amount of estimated Payouts.

(b) Chargebacks. An Advertiser may apply, or NOVUS MEDPLAN may apply, a debit to Your Account in an amount equal to a Payout previously credited to Your Account in circumstances of : (i) product returns; (ii) duplicate entry or other clear error; (iii) non-bona fide Transactions; (iv) non-receipt of payment from, or refund of payment to, the Visitor by the Advertiser; (v) Publisher failure to comply with Advertiser's Program terms or other agreement with Advertiser; or (vi) where any Payouts calculated in accordance with Clause 3(a) (ii) or (iii) subsequently transpire to be in excess of the amount that was actually due to You ("Charge-back"). Chargebacks may be applied to Your Account at any time, including previous payment cycles.

(c) Access to Tracking and Reporting Tools. NOVUS MEDPLAN shall provide You with access to tracking and reporting tools, and to support services. From time to time NOVUS MEDPLAN may offer optional services for a fee. Fees for such optional services are at NOVUS MEDPLAN's then-current published rates or as may be quoted by NOVUS MEDPLAN and are payable in advance or may be off set against Your positive Account balance (at NOVUS MEDPLAN's discretion). Tracking detail regarding Visitor Transactions is not available on a real-time basis for all Advertisers and there may be reporting delays regarding Transactions for some Advertisers. NOVUS MEDPLAN may make available, for fees that NOVUS MEDPLAN shall publish from time-to-time, enhanced reporting capabilities and other services that are not included in the standard Network Service.

(d) Support. Support for your program is available on-line through the "Contact Us" area in the NOVUS MEDPLAN Account Manager, which allows You to categorize and describe Your issue. Online help also allows You to check the status of all issues through the "Check Question Status" feature. Phone support may also be available during operating hours on business days.

(e) Facilitating Payment of Payouts. Subject to other provisions in this Agreement, NOVUS MEDPLAN shall credit Your Account with a Payout for each qualifying

Transaction in accordance with the Advertiser's Payout rate and Program terms for the relevant Transaction. On the 20th business day of each calendar month, NOVUS MEDPLAN will issue to You any positive balance in Your Account for Transactions reported for the previous month, provided Your Account balance exceeds the required "Minimum Account Balance." NOVUS MEDPLAN shall have no obligation to make payment of any Payouts for which NOVUS MEDPLAN has not received payment from the relevant Advertiser of all monies due to NOVUS MEDPLAN (including for all Payouts owed by such Advertiser to all of such Advertiser's Publishers). You agree that NOVUS MEDPLAN has the right, but not the obligation, to seek on behalf of You any and all amounts due from Advertisers, including, but not limited to Payouts. If NOVUS MEDPLAN elects, in its own discretion, not to make payment to You for amounts not received from an Advertiser, those amounts shall not be included in the Minimum Balance Amount. Your recourse for any earned Payouts not paid to You shall be to make a claim against the relevant Advertiser(s), and NOVUS MEDPLAN disclaims any and all liability for such payment. You may elect to receive payment in any of the currencies that NOVUS MEDPLAN supports (as may be amended by NOVUS MEDPLAN). The conversion rate shall be determined in accordance with NOVUS MEDPLAN's operating standards. NOVUS MEDPLAN has the right to assess service fees as necessary in order to process your payment. The number or amount of Transactions, credits for Payouts, and debits for Chargebacks, as calculated by NOVUS MEDPLAN, shall be final and binding on You.

(f) Dormant Accounts. If Publisher's Account has not been credited with a valid, compensable Transaction that has not been Charged-back during any rolling, six consecutive calendar month period ("Dormant Account"), a dormant account fee at NOVUS MEDPLAN's then-current rate shall be applied to Publisher's Account each calendar month that Publisher's Account remains an open yet Dormant Account or until Your Account balance reaches a zero balance, at which time the Account shall become deactivated. Transactions will not be counted if the Transaction subsequently becomes a Charge-back.

(g) Negative Accounts. You may have a negative balance if Your Account is debited amounts equivalent to previous Payouts for Chargebacks and You do not have an adequate Account balance to cover the Charge-back amounts. When You have a negative balance, You must immediately remit payment to NOVUS MEDPLAN in an amount sufficient to bring Your Account to a zero balance, or Your Account is subject to 1.5% interest per month, compounded monthly.

(h) VAT. For the relevant VAT jurisdictions, NOVUS MEDPLAN and Publisher hereby acknowledge and agree that NOVUS MEDPLAN will provide Publisher with a value added tax ("VAT") invoice. Publisher agrees not to raise any VAT invoices with respect to the revenue or other amounts due to it pursuant to this Agreement. NOVUS MEDPLAN will complete invoices showing the Publisher's address, VAT Registration number, together with all details that constitute a full VAT invoice. Publisher agrees to immediately notify NOVUS MEDPLAN in the event Publisher ceases to be registered under the VAT number provided to NOVUS MEDPLAN, transfers or sells its business or becomes registered under a different VAT number. In the event that the Publisher's VAT registration changes, NOVUS MEDPLAN and Publisher agree to make and enter into a new, but similar agreement that addresses Publisher's VAT registration changes. In the

event NOVUS MEDPLAN outsources its responsibility for issuing VAT invoices under this Agreement to a third party, NOVUS MEDPLAN shall notify the Publisher of such outsourcing arrangement. These terms shall run conterminously with this Agreement.

4. Proprietary Rights.

(a) Linking to Advertisers. For each Advertiser's Program that You have been accepted to, the Advertiser is granting to You the right to display and Link to the Advertiser's Website or Website content in accordance with the Advertiser's Program terms for the limited purposes of Promoting the Advertiser's Program, subject to the terms and conditions of this Agreement. Your use of the Link signifies Your agreement to refrain from copying or modifying any icons, buttons, banners, graphics files or content contained in the Link, including but not limited to refraining from removing or altering any copyright or trademark notices. As between NOVUS MEDPLAN and Publisher, NOVUS MEDPLAN owns all rights in and to all information regarding the Visitors that You refer to Advertisers through NOVUS MEDPLAN.

(b) NOVUS MEDPLAN's Use of Your Marks. You authorize NOVUS MEDPLAN to utilize Your trademarks, service marks, trademarks, and/or copyrighted material that You provide to NOVUS MEDPLAN through Your Account to promote Your participation in the Network Services.

(c) Your Use of NOVUS MEDPLAN's Proprietary Rights. You agree that Your use of any NOVUS MEDPLAN Website (such as www.NovusMedPlan.com) and Your use of any NOVUS MEDPLAN trademarks, service marks, trade names, and/or URLs is subject to the license and terms of use that are available from such Website ("Terms of Use"). You explicitly agree not to adopt or use in any manner any trademarks, service marks, trade names, and/or URLs that are the same or confusingly similar to, are combined with, or in any other way infringe, those of NOVUS MEDPLAN.

(d) Retention of Rights. All proprietary rights of Advertisers, You, and NOVUS MEDPLAN, and all goodwill arising as a result of such rights, inure to the benefit of such owner.

(e) No Challenge to NOVUS MEDPLAN's/Advertiser's Proprietary Rights. You acknowledge that You obtain no proprietary rights in NOVUS MEDPLAN's trademarks, service marks, trade names, URLs, copyrighted material, patents, and patent applications, and agree not to challenge NOVUS MEDPLAN's proprietary rights. You acknowledge that You obtain no proprietary rights in Your Advertisers' proprietary rights and agree not to challenge such Advertiser's proprietary rights.

(f) Data Ownership. You understand that all information and data, if any, provided by Visitors or collected through the Tracking Code or in response to an advertisement or request for information and/or any or all reports, results, and/or information created, compiled, analyzed and/or derived by NOVUS MEDPLAN from such data is the sole and exclusive property of Advertiser and NOVUS MEDPLAN Companies and is considered NOVUS MEDPLAN's Confidential Information pursuant to this Agreement. NOVUS MEDPLAN Companies and/or its Advertisers, in their sole discretion, shall have the right to use, market and re-market any Visitors and/or data without further obligation to You. You shall not make any use of, copy, make derivative works from, sell, transfer, lease, assign, redistribute, disclose, disseminate, or otherwise make available in any manner, such data or Visitors, or any portion thereof, to any third-party.

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5. Confidentiality.

(a) Obligations. You or NOVUS MEDPLAN may provide the other with information that is confidential and proprietary to that party or a third party, as is designated by the disclosing party or that is reasonably understood to be proprietary and/or confidential ("Confidential Information"). The receiving party agrees to make commercially reasonable efforts, but in no case no less effort than it uses to protect its own Confidential Information, to maintain the confidentiality of and to protect any proprietary interests of the disclosing party. Confidential Information shall not include (even if designated by a party) information: (i) that is or becomes part of the public domain through no act or omission of the receiving party; (ii) that is lawfully received by the receiving party from a third party without restriction on use or disclosure and without breach of this Agreement or any other agreement without knowledge by the receiving party of any breach of fiduciary duty, or (iii) that the receiving party had in its possession prior to the date of this Agreement. Upon termination of this Agreement, You must destroy or return to NOVUS MEDPLAN any Confidential Information provided by NOVUS MEDPLAN to You under this Agreement.

(b) Provision of Information to Advertisers/Third Parties. You agree that NOVUS MEDPLAN may, but is not obligated to, provide Your email address(es) and basic Publisher Account detail (including but not limited to Your address, phone and fax number, Website name, the date the website or subscription email first entered into operation, and visitor demographics) to Advertisers. NOVUS MEDPLAN may provide any and all Visitor, Transaction and/or Tracking Code data to the Advertiser to which You referred such Visitor, and to any third party in NOVUS MEDPLAN's sole discretion, including but not limited to all regulatory, legislative and judicial bodies, and pursuant to allegations and claims of proprietary rights infringement. NOVUS MEDPLAN reserves the right to be able to utilize Tracking Code data provided to it, which may include: information about Your performance statistics, to analyze Network Service trends, monitor Network Service efficiencies, maintain the integrity of the tracking code, promote Network Service capabilities and efficiencies, and promote You and Your Web performance to Advertisers.

6. Term, Termination, Deactivation and Notices.

(a) Term. This Agreement shall commence upon Your indication that You have accepted this Agreement by providing the required information and 'clicking through' the acceptance button on the NOVUS MEDPLAN Website and shall continue until terminated in accordance with the terms of this Agreement. This Agreement may be terminated by either party upon 15 business days' notice. This Agreement may be terminated immediately upon notice for Your breach of this Agreement. Your Account may be deactivated during investigation of breach of this Agreement. If this Agreement is terminated based upon Your breach, You shall not be eligible to enter into a new click-through Publisher Service Agreement with NOVUS MEDPLAN, and any attempt to do so shall be null and void, unless NOVUS MEDPLAN, at its sole discretion, determines otherwise and confirms such decision in writing to you.

(b) Termination by Advertiser. An Advertiser may terminate You, one of Your Websites, or Your ability to use a promotional method, from the Advertiser's Program for any or no

reason, upon 7 business days' written notice with effect from the 8th business day. Additionally, Advertiser may terminate You from the Advertiser's Program for breach of a third party's proprietary rights, and/or diluting, tarnishing or blurring an Advertiser's trademarks, trade names, and/or service marks, or for Your material breach of the Advertiser's Program terms or of this Agreement.

(c) Termination or Deactivation by NOVUS MEDPLAN. NOVUS MEDPLAN may terminate You, one of Your Websites, or Your use of a promotional method, from an Advertiser's Program, at any time in NOVUS MEDPLAN's sole discretion. Breach of any Section of this Agreement is cause for immediate termination from an Advertiser's Program and/or termination of this Agreement and may result in Chargeback of one or more Payouts. NOVUS MEDPLAN may temporarily deactivate or terminate Your Account if: (i) You or Your agent are responsible for the improper functioning of Ad Content, or if You otherwise interfere with and/or fail to maintain the Tracking Code; (ii) Your Account has not been logged into and/or there have been no Transactions credited to Your Account for any 30 business day period; (iii) You maintain a negative balance in Your Account; (iv) NOVUS MEDPLAN determines You are diluting, tarnishing or blurring NOVUS MEDPLAN's proprietary rights; (v) You begin proceedings to challenge NOVUS MEDPLAN's proprietary rights; or (vi) a third party (including a NOVUS MEDPLAN Advertiser) disputes Your right to use any Link, domain name, trademark, service mark, trade dress, or right to offer any service or good offered on Your Website, or through any of Your promotional means. Upon termination of this Agreement, or in case of deactivation of Your Account, You shall no longer accrue Payouts in Your Account, including but not limited to subsequent sales and/or Leads for click-throughs that occurred prior to termination.

(d) Termination of Programs and Offers. Programs and Offers may be discontinued at any time.

(e) Notices. Except as provided elsewhere herein, both parties must send all notices relating to this Agreement to: (i) for NOVUS MEDPLAN, via registered mail, return receipt requested or via an internationally recognized express mail carrier to: (a) Novus MedPlan 12805 SW 84 Ave Road Second Floor Miami Fl 33156, with a copy to (b) Novus MedPlan 12805 SW 84 Ave Road Second Floor Miami Fl 33156 and (c) with a copy by overnight mail or facsimile, to Novus MedPlan, 12805 SW 84 Ave Rd Second Floor Miami FL 33156 91362 USA., and/or via facsimile to (305)428-9463), and, (ii) for You, at the email or physical address listed on Your Account (effective upon sending as long as NOVUS MEDPLAN does not receive an error message regarding delivery of the email) or five (5) business days after mailing).

(f) Post-termination. Upon termination of this Agreement, any outstanding payments shall be paid by NOVUS MEDPLAN to You within 90 business days of the termination date, and any outstanding debit balance shall be paid by You to NOVUS MEDPLAN within 30 business days of termination of this Agreement. All payments are subject to recovery for Chargebacks. Upon termination of this Agreement, any permissions granted under this Agreement will terminate, and You must immediately remove all Links to Advertiser(s). Provisions of this Agreement that by their nature and context are intended to survive the termination of this Agreement shall survive the termination of this Agreement to the extent that and as long as is necessary to preserve a party's rights under this Agreement that accrued prior to termination.

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7. Representations, Warranties, Disclaimers and Limitations.

(a) Business Operations. Each party will make reasonable commercial efforts to keep its Website operational during normal business hours. However, the parties agree that it is normal to have a certain amount of system downtime and agree not to hold each other or Your Advertisers liable for any of the consequences of such interruptions. NOVUS MEDPLAN may modify the Network Service, or discontinue providing the Network Service, or any portion thereof, at any time.

(b) Authority. Each party represents and warrants to the other party as to itself that the person executing this Agreement is authorized to do so on such party's behalf. IF YOU ARE AN INDIVIDUAL, YOU REPRESENT AND WARRANT THAT YOU WERE AT LEAST 18 YEARS OF AGE ON THE EFFECTIVE DATE OF THIS AGREEMENT.

(c) Non-infringement Warranties. You represent and warrant that: (i) You have all appropriate authority to operate, and to any and all content on, Your Website(s); (ii) You have all appropriate authority in any promotional method you use; (iii) Your Website(s) and Your promotional methods do not and will not infringe a third party's, a NOVUS MEDPLAN Advertiser's, or NOVUS MEDPLAN's, proprietary rights; and (iv) You shall remain solely responsible for any and all Websites owned and/or operated by You and all of Your promotional methods. NOVUS MEDPLAN shall not be under any obligation, and in practice may not, review all content on Your Website or used by You in Your promotional methods. You remain solely responsible for Your Website content and your promotional methods.

(d) Compliance with Laws. You are responsible for compliance with the requirements of all relevant legislation (including subordinate legislation and the rules of all relevant regulatory authorities) in force or applicable in Ireland or in any other applicable territory, and warrant that no promotion method used by You or the content of Your Website(s) will render NOVUS MEDPLAN liable to any proceedings whatsoever.

(e) Limitation of Liabilities. ANY OBLIGATION OR LIABILITY OF NOVUS MEDPLAN UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL OF YOUR PAYOUTS PAID TO YOU BY NOVUS MEDPLAN UNDER THIS AGREEMENT DURING THE YEAR PRECEDING THE CLAIM. NO ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT AGAINST THE OTHER PARTY TO THIS AGREEMENT MORE THAN ONE YEAR AFTER THE TERMINATION OF THIS AGREEMENT. YOU AGREE THAT NOVUS MEDPLAN SHALL NOT BE LIABLE TO YOU, OR ANY THIRD PARTY (INCLUDING BUT NOT LIMITED TO A CLAIM BY ANOTHER PUBLISHER OR AN ADVERTISER OF THE NETWORK SERVICE), FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

(f) Disclaimer of Warranties. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, NOVUS MEDPLAN DISCLAIMS ALL WARRANTIES IMPLIED, INCLUDING, BUT NOT LIMITED TO, (A) MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-

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INFRINGEMENT OF THIRD PARTY RIGHTS, (B) THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS, (C) THAT NOVUS MEDPLAN'S SECURITY METHODS WILL BE SUFFICIENT, (D) REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY, OR (D) AGAINST INTERFERENCE WITH ENJOYMENT OF THE PUBLISHER'S INFORMATION OR WEBSITE. ALL 'INFORMATION' AND 'COMPUTER PROGRAMS' PROVIDED TO YOU IN THE COURSE OF THIS AGREEMENT ARE PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. NOVUS MEDPLAN IS, UNDER NO CIRCUMSTANCES, RESPONSIBLE FOR THE PRACTICES, ACTS OR OMISSIONS OF ANY ADVERTISER OR PUBLISHER, OR SUCH ADVERTISER OR PUBLISHER'S WEBSITE(S), AND/OR THE CONTENT OF AN ADVERTISER'S WEBSITE OR THAT AN ADVERTISER MAKES AVAILABLE THROUGH THE NETWORK SERVICE.

(g) Remedies. No remedy or election shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

(h) Benefit of the Bargain. THE PROVISIONS OF THIS SECTION 7 ARE AN ESSENTIAL ELEMENT OF THE BENEFIT OF THE BARGAIN REFLECTED IN THIS AGREEMENT.

(i) No Disclaimer for Death or Personal Injury. Nothing in this Agreement limits or excludes either party's liability for fraud or for negligence causing death or personal injury.

8. Publisher's Indemnification Obligations. Publisher shall defend, indemnify and hold NOVUS MEDPLAN and Advertisers harmless against all claims, suits, demands, damages, liabilities, losses, penalties, interest, settlements and judgments, costs and expenses (including attorneys' fees) incurred, claimed or sustained by third parties, including but not limited to Advertisers, directly or indirectly as a result of (a) Publisher's breach of or non-compliance with this Agreement, (b) Publisher's violation of any law, or an alleged violation of law by NOVUS MEDPLAN, that is a direct or indirect result of Publisher's use of the Network Service, (c) Publisher's use of the Network Service, (d) Publisher's participation in any Program, (e) any content, goods or services offered, sold or otherwise made available by Publisher to any person, (f) Publisher's acts or omissions in using, displaying or distributing any internet links obtained from the Network Service or elsewhere, including but not limited to Publisher's use of internet links via email distribution, (g) any claim that NOVUS MEDPLAN is obligated to pay tax obligations in connection with payment made to Publisher pursuant to this Agreement and/or any Advertiser's Program, and (h) any violation or alleged violation by Publisher of any rights of another, including breach of a person's or entity's intellectual property rights (each (a)-(h) individually is referred to hereinafter as a "Claim"). Should any Claim give rise to a duty of indemnification under this Section 8, NOVUS MEDPLAN shall promptly notify Publisher, and NOVUS MEDPLAN shall be entitled, at its own expense, and upon reasonable notice to Publisher, to participate in the defense of such Claim. Participation in the defense shall not waive or reduce any of Publisher's obligations to indemnify or hold NOVUS MEDPLAN harmless. Publisher shall not settle any Claim without NOVUS MEDPLAN's prior written consent. Publisher also shall indemnify for any reasonable attorneys' fees or other costs incurred by an indemnified party in investigating

or enforcing this Section 8. In the context of this Section 8 only, the term "NOVUS MEDPLAN" shall include officers, directors, employees, corporate affiliates, subsidiaries, agents, and subcontractors.

9. Miscellaneous.

(a) Headings and References. Headings of Sections are for the convenience of reference only. Words indicated in quotes and capitalized signify an abbreviation or defined term for indicated words or terms, including those definitions contained in the opening paragraph.

(b) Third Party Disputes. In the event of a third party claim against either: (a) NOVUS MEDPLAN's intellectual property; or (b) against NOVUS MEDPLAN's right to offer any service or good on NOVUS MEDPLAN's Website(s) or if, in NOVUS MEDPLAN's opinion, such a claim is likely, NOVUS MEDPLAN shall have the right, at its sole option and in its sole discretion, to (i) secure the right at NOVUS MEDPLAN's expense to continue using the intellectual property or good or service; or (ii) at NOVUS MEDPLAN's expense replace or modify the same to make it non-infringing or without misappropriation.

(c) Relationships of Parties/Third Party Rights. The relationships of the parties to this Agreement shall be solely that of independent contractors, and nothing contained in this Agreement shall be construed otherwise. Nothing in this Agreement or in the business or dealings between the parties shall be construed to make them joint venturers or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractor. You agree that Your consent is not necessary to modify any Advertiser Service Agreement.

(d) Choice of Law/Attorneys' Fees. This Agreement is governed by the laws of Ireland. The exclusive forum for any actions related to this Agreement shall be in the Courts in Dublin, Ireland. You consent to such venue and jurisdiction. A party that primarily prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys' fees and costs.

(e) Force Majeure. Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, failure of Internet service providers, default due to Internet disruption (including without limitation denial of service attacks), riots, insurrection, acts of terrorism, war (or similar), fires, flood, earthquakes, explosions, and other acts of God.

(f) Severability/Waiver. If any provision of this Agreement is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect. The parties shall in good faith attempt to modify any invalidated provision to carry out the stated intentions in this Agreement. The waiver of any breach of any provision under this Agreement by any party shall not be deemed to be a waiver of any preceding or subsequent breach, nor shall any waiver constitute a continuing waiver.

(g) Assignment and Acknowledgement. Neither party may assign this Agreement without the prior express written permission of the other party. Notwithstanding the foregoing, Your consent shall not be required for assignment or transfer made by NOVUS

MEDPLAN (1) due to operation of law, or (2) to an entity that acquires substantially all of NOVUS MEDPLAN's stock, assets or business, or (3) to a related entity (e.g. parent or subsidiary of parent). Your use of the Network Service is irrefutable acknowledgement by You that You have read, understood and agreed to each and every term and provision of this Agreement. NOVUS MEDPLAN may establish from time to time rules and regulations regarding use of the Network Service as published on the Network Service and incorporated herein.

(h) Marketing. Publisher agrees that NOVUS MEDPLAN may identify it as a NOVUS MEDPLAN Publisher in client lists and may use Publisher's name and/or logo solely for such purpose in its marketing materials. Any other uses of Publisher's name and/or logo not otherwise described or contemplated herein shall require Publisher's prior written consent.

(i) Tax Status and Obligations. NOVUS MEDPLAN is not obligated to and shall not provide You with tax and/or legal advice. NOVUS MEDPLAN undertakes no duty to investigate or research Your tax status and/or obligations, and such research and investigation is solely Your responsibility. You are obligated to independently assess and comply with all relevant tax and legal requirements, and Advertiser is responsible for its own sales tax collection and reporting obligations arising from sales made to Visitors. If NOVUS MEDPLAN provides You with information regarding a particular Advertiser or Publisher, the information shall not be deemed tax or legal advice, and NOVUS MEDPLAN shall not be responsible for the accuracy of such information. Any Publisher or Advertiser addresses provided to You are addresses provided by the relevant Advertiser or Publisher, and such addresses may not necessarily indicate the location or presence of the Publisher or Advertiser in such location or elsewhere.

(j) Entire Agreement, Assignment and Amendment. This Agreement, including the Introduction, contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by either of the parties, either oral or written, except as stated in this Agreement. This Agreement may only be altered, amended or modified by an instrument that is assented to by each party to this Agreement by verifiable means, including without limitation by written instrument signed by the parties or through a "click through" acknowledgement of assent. No interlineations to this Agreement shall be binding unless initialed by both parties. Notwithstanding the foregoing, NOVUS MEDPLAN shall have the right to change, modify or amend ("Change") this Agreement, in whole or in part, by posting a revised Agreement at least 14 business days prior to the effective date of such Change.

Your continued use of the Network Service after the effective date of such Change shall be deemed Your acceptance of the revised Agreement.

10 General Terms

a. Effective. This Agreement is not effective until executed by an authorized representative of the Company.

b. Venue. Nevada is the exclusive venue to bring any action arising from breach of or related to this Agreement. This Agreement was formed in Nevada and the obligations, undertakings and payments of each of the parties to this Agreement shall be performed or payable in Nevada.

____ Initial by WCIG

____ Initial by Affiliate

- c. California Law. This Agreement shall be construed according to the laws of the State of California.
- d. Previous Agreements. This Agreement supersedes all prior agreements between the parties hereto, and no prior agreement will have any further force or effect; provided however that commissions for Policies sold prior to the effective date of this Agreement will be computed pursuant to the applicable commission schedules in effect when those Policies were sold.
- e. Entire Agreement. This Agreement, including any attachments which are from time to time attached hereto and incorporated herein by reference, constitutes the entire Agreement between the parties hereto.
- f. No Waiver. No failure or delay on the part of either party hereto in exercising any power or right under this agreement shall operate as a waiver thereof. No waiver by either party of any provision of this Agreement, or of any breach or default will be effective unless in writing and signed by the party against whom such waiver is to be enforced
- g. Severability: If any one or more of the provisions contained herein is for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, but this Agreement will be construed, so far as is reasonable and possible, as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein or in a manner that is reasonable and reflect the intent of the parties hereto.
- h. Notice. Any notice required to be given by the Company or the Affiliate may be given either in writing or by electronic transmission.
- i. Modification. The Company will not be bound by any promise, agreement, understanding, or representation hereafter made unless the same is made by a written instrument, signed by an authorized representative of this Company, which expresses by its terms an intention to modify this Agreement.
- j. Modification. The Company will not be bound by any promise, agreement, understanding, or representation hereafter made unless the same is made by a written instrument, signed by an authorized representative of this Company, which expresses by its terms an intention to modify this Agreement.
- k. Successors and Assigns. This Agreement inures to the benefit of and is binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. Neither this Agreement nor any of the benefits to accrue hereunder may be assigned, either in whole or in part, without the prior written consent of the Company.
- l. Surviving Provisions. In addition to the provisions of this Agreement which set forth post-termination obligations, the provisions of Article 5 hereto survive termination of this Agreement.
- m. Indemnification. The Affiliate hereby agrees, both during the term of this Agreement and thereafter, to defend, indemnify and hold the Company harmless from any and all claims, liability, or loss which result from the real or alleged negligent or willful acts or errors and omissions by the Affiliate, or by the Affiliate's employees or sub-Affiliates, in the performance of the Affiliate's duties under this Agreement, including all costs, expenses, reasonable attorneys' fees and other reasonable legal, accounting and other professional fees, penalties, fines, direct or consequential damages, assessments,

including punitive damages, to the extent such are permissible under the laws applicable to this Agreement.

n. Arbitration. Except for the Company's right to file an action seeking injunctive relief to prevent future violations by the Affiliate pursuant to Sections 4.2 and 5.4, if any dispute or disagreement arises regarding any interpretation of this Agreement, its performance or nonperformance, or the figures and calculations used the parties will make every effort to meet and settle their dispute in good faith informally. If the parties cannot agree on a written settlement to the dispute within thirty (30) days after it arises, or within a longer period agreed upon by the parties, then the matter in controversy will be settled by arbitration, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

Upon identifying and successfully procuring patients the Consultant will receive 30% commission of the monthly membership fee. If the lead that is generated and is not closed by affiliate and the sale needs to be closed by a third party, then affiliate will share the commission with the third party. However, once a Patient enrolls with NOVUS MEDPLAN, they will become property of NOVUS MEDPLAN.

AFFILIATE will receive commissions only from the sales of the PLANS only depicted in this Agreement.

(Remainder of this page is left blank)

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day _____ in the month of _____ and the year _____.

WCIG Insurance Services, Inc.

Signature: _____

Officer: Frank Labrozzi CEO

Affiliate's Name: _____

Affiliate's Signature: _____

Affiliate's Address: _____

Telephone: _____

Email: _____

____ Initial by WCIG

____ Initial by Affiliate