

FILLABLE PRODUCER AGREEMENT

This **PRODUCER AGREEMENT**(the Agreement) is entered into effective as of May 18, 2017 between WCIG Insurance Services, Inc. a California C corporation with principal offices at 7365 Carnelian Street Suite 119 Rancho Cucamonga, CA 91730 (Company) and _____, an, individual whose address is _____ (hereinafter referred to as PRODUCER).

RECITALS;

Whereas; The Company is in the business of procuring and selling Supplemental Health Insurance, Discount Health Plans (DMPO), Property/Casualty, Commercial Auto and Life has the ability to align with other Provider so that the Company can market and retain Patients for its DMPO efforts.

Whereas; The Company has the licensing to market and sell various insurance plans in various markets one being California and PRODUCER and the Company shall enter into this Licensing Agreement with define revenue sharing provisions.

1. Licensing

Subject to the terms and conditions herein, Company enters into this Agreement with PRODUCER as Company's sales Novus MedPlan a carrier of legal cannabis medical plan, and PRODUCER accepts such appointment, and, this Agreement shall be construed to;

(a) give PRODUCER limited power to direct and control the day-to-day activities of the other, or;

(b) gives the participants in a joint undertaking, how the licensing works is that the Company and PRODUCER will have 100% of the licensing rights to P&C Plans and both parties will share the revenues of the Plans 20% going to the Company and 80% going to PRODUCER. Upon renewals 25% going to the Company and 75% going to PRODUCER.

(d) PRODUCER is not to create or assume any obligation on behalf of Company for any purpose whatsoever. All financial and other obligations associated with PRODUCERs business are the sole responsibility of PRODUCER, PRODUCER shall be responsible for, and shall indemnify and hold Company free and harmless from, any and all claims, damages or lawsuits (including Company's attorney's fees) arising solely out of the acts or PRODUCER, its employees or its agents. Upon execution PRODUCER acknowledges and agrees to the Company to have "Endorsed Agents" and file on their behalf and cover the cost of filing with the Department of Insurance in the State of California the following individual(s).

With License Number and Line Of Business listed below:

PRODUCER

WCIG

Name Of Producer License # State Line of Business

Name Of Producer License # State Line of Business

Name Of Producer License # State Line of Business

2. Revenue Share

2.1 PRODUCER's sole compensation under the terms of this Agreement shall be revenue sharing the percentage of revenue realized (Realized Revenue) The splitting of gross operating profits between any other participating broker/agent or general partner. However once a Patient or a Provider enrolls with Novus they will become property of Novus. PRODUCER will share gross operating profits in the Company's revenue stream by the Plans only depicted in this Agreement

2.2 Basis of Realized Revenue. The Realized Revenue shall apply to all orders to the Territory, whether or not PRODUCER solicited such orders. Realized Revenue shall be computed on the gross sales amount invoiced by Company to the customer, less on boarding fees, with respect to charges for handling, freight, taxes, C.O.D. charges, insurance, tariffs and duties, cash and trade discounts, rebates, amounts allowed or credited for returns, uncollected or uncollectible amounts, services, and the like.

2.3 Payment. Realized Revenue shall be paid in United States dollars and shall be subject to all applicable governmental laws, regulations and rulings, including the withholding of taxes.

2.4. Time of Payment. The Realized Revenue for a given order shall be earned by PRODUCER when that order is placed. The Realized Revenue on a given order shall be due and payable thirty (30) days after the end of the calendar month in which Company invoices and receives that order.

2.5. Realized Revenue Charge-Back. Company shall have the right, while this Agreement is in effect, to write off as bad debts such overdue customer accounts as it deems advisable after notifying PRODUCER and providing PRODUCER the obligation to induce payment. In each such case, Company may charge back to PRODUCERs account only any amounts previously paid to PRODUCER. If such accounts are paid at any time, PRODUCER shall be entitled to the applicable Realized Revenue.

2.6. Monthly Statements. Company shall submit to PRODUCER monthly statements of the Realized Revenue due and payable to PRODUCER under the terms of this Agreement, with reference to the specific orders on invoices on which the Realized Revenue are being paid.

PRODUCER

WCIG

2.7. Inspection of Records. PRODUCER shall have the right, at its own expense and not more than 4 times in any twelve (12) month period, to authorize PRODUCERs independent Auditors to inspect, at reasonable times during Company's ordinary business hours, Company's relevant accounting records to verify the accuracy of Realized Revenue paid by Company hereunder.

3. No Steering

3.1 No Steering: For the term of this Agreement and for two (2) years thereafter, Provider and its agents, employees, affiliates and subcontractors shall not engage in steering or otherwise directly or indirectly solicit any Novus MedPlan member to join a competing health plan or discount plan or induce any Novus MedPlan member to cease doing business with Novus MedPlan, with exception of cannabis business in the property and casualty line of and any retail store front business that PRODUCER

3.2 Quotations. The parties shall furnish to each other copies of all quotations submitted to customers.

3.3 Orders. All orders for the Products shall be in writing, and the original shall be submitted to Company. Company shall promptly furnish to PRODUCER informational copies of all Realized Revenueable orders sent by customers.

3.4 Acceptance. All orders obtained by PRODUCER shall be subject to acceptance by Company at its principal office currently located at the address listed for Company at the beginning of this Agreement, and all quotations by PRODUCER shall contain a statement to that effect. PRODUCER shall have no authority to make any acceptance or delivery commitments to customers. Company specifically reserves the right to reject any order or any part thereof for any reasonable reason. Company shall send copies to PRODUCER of any written acceptances on Realized Revenueable orders.

4.0 Customer Service. PRODUCER shall diligently assist its customer's personnel in using the Products and shall perform such additional customer services as good salesmanship requires and as Company may reasonably request.

4.1 Product Complaints. PRODUCER shall immediately notify Company of all such complaints and/or correspondence in accordance with the following:

(a) PRODUCER shall advise Company of all complaints relating to incidents of serious and unexpected reactions to the Plans as promptly as possible but not more than two (2) calendar days following the date PRODUCER receives such complaint;

(b) All complaints other than those related to incidents of serious and unexpected reactions to the Plan shall be reported to Company within five (5) calendar days following the date PRODUCER receives such complaint.

(c) a reaction shall be deemed to be unexpected if it is one that is not listed in the current package insert for the Product approved by Company and a reaction shall be deemed to be a serious fatal or life threatening, requires inpatient hospitalization, prolongs hospitalization, is permanently disabling, or requires intervention to prevent impairment or damage.

4.2 Representations. PRODUCER shall not make any false or misleading representations to customers or others regarding Company or the Plans. PRODUCER shall not make any representations, warranties or guarantees with respect to the specifications, features or capabilities of the Products that are not consistent with Company's documentation accompanying the Plans or Company's literature describing the Products.

5. Marketing

5.1 Materials. Company shall provide PRODUCER with marketing and technical information concerning the Products as well as reasonable quantities of brochures, instructional material, advertising literature, demonstration product samples, and other Product data at no charge.

6. TRADEMARKS

During the term of this Agreement, PRODUCER shall have the right to indicate to the public that it is an authorized Representative of the Company's Plans and to indicate such Plans under the trademarks, marks, and trade names the Company. PRODUCER shall not alter or remove any Trademark applied to the Products.

7. CONFIDENTIAL INFORMATION

PRODUCER acknowledges that by reason of its relationship to Company hereunder it will have access to certain information and materials concerning Company's technology, and products that are confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. PRODUCER agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it in written or other tangible form or orally, identified as confidential, by Company without the prior written consent of Company.

PRODUCER shall take every reasonable precaution to protect the confidentiality of such information. Upon request by PRODUCER, Company shall advise whether or not it considers any particular information or materials to be confidential. In the event of termination of this Agreement, there shall be no use or disclosure by PRODUCER of any confidential information of Company, and PRODUCER shall not manufacture or have manufactured any devices, components or assemblies utilizing any of Company's confidential information. This section shall not apply to any confidential information, which is or becomes generally known and available in the public domain through no fault of PRODUCER. However if either party determines that this arrangement is not equitable then either party can deliver a 45-day notice of termination. But any confidential and steering provisions remain.

8. INDEMNIFICATION

The Company shall be solely responsible for the design, development, supply, production and performance of its products and the protection of its trade names and patents. The Company agrees to indemnify, hold the PRODUCER harmless against and pay all losses, costs, damages or expenses, whatsoever, including counsel fees, which the PRODUCER may sustain or incur on account of infringement or alleged infringements of patents, trademarks or trade names resulting from the sale of the Company's products, or arising on account of warranty claims, negligence claims, product liability claims or similar claims by third parties. The PRODUCER shall promptly deliver to the Company any notices or papers served upon it in any proceeding covered by this Indemnification Agreement, and the Company shall defend such litigation at its expense. The PRODUCER shall, however, have the right to participate in the defense at its own expense unless there is a conflict of interest, in which case, the PRODUCER shall indemnify the Company for the expenses of such defense including counsel fees. The Company shall provide the PRODUCER with a certificate of insurance evidencing the PRODUCER as an additional insured on the Company's product liability insurance policy. This provision shall survive and remain in full force and effect after the termination or nonrenewal of this Agreement.

9. TERM AND TERMINATION

9.1 Term. This Agreement shall continue in full force and effect for a period of three years from the date above, unless terminated earlier under the provisions of this Agreement. Thereafter, this Agreement shall be renewed automatically for successive additional three year terms under the same terms and conditions unless either party chooses not to continue the relationship and provides written notice 180 days prior to the natural expiration of the existing three-year term.

9.2 Termination. This Agreement may be terminated by as follows:

9.3 By either party if the other party becomes insolvent or bankrupt, or files a voluntary petition in bankruptcy, or has had filed for an involuntary petition in bankruptcy (unless such involuntary petition is withdrawn or dismissed within ten days after filing) in which event termination may be immediate upon notice; or

9.4 By either party if the other party fails to cure any breach of a material covenant, commitment or obligation under this Agreement, within 45 days after receipt of written notice specifically setting forth the breach from the other party; or

9.5 By either party if the other party is convicted or pleads to a crime or an act of fraud that materially impacts on its performance or its fiduciary duties hereunder, in which event termination may be immediate upon notice.

9.6 Return of Materials. All Confidential Information and other property belonging to Company shall remain the property of Company and will be immediately returned by PRODUCER upon termination. PRODUCER shall not make or retain any copies of any Confidential Information that may have been entrusted to it.

10. MISCELLANEOUS

10.1 Notices. Any notice required or permitted by this Agreement shall be in writing

and shall be sent by prepaid registered or certified mail, return receipt requested, addressed to the other party at the address shown above or at such other address for which such party gives notice hereunder. Such notice shall be deemed to have been given three (3) days after deposit in the mail.

10.2 Assignment. The parties may not assign or transfer this Agreement or any of its rights and obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns including purchasers of their assets constituting a bulk sale pursuant to the provisions of the Uniform Commercial Code.

10.3 Compliance With Law. Company and PRODUCER agree that they will comply with all governmental laws, regulations and requirements applicable to the duties conducted hereunder and applicable medical devices, including, without limitation, the federal Stark law, federal false claims act, federal anti-kickback statute, federal Health Insurance Portability and Accountability Act provisions, federal civil monetary penalties statute, and similar laws; and will keep accurate records of consigned inventory.

11. Property Rights. PRODUCER agrees that Company owns all right, title, and interest in the product lines that include the Products and in all of Company's patents, trademarks, trade names, inventions, copyrights, know-how, and trade secrets relating to the design, manufacture, operation or service of the Products. The use by PRODUCER of any of these property rights is authorized only for the purposes herein set forth, and upon termination of this Agreement for any reason such authorization shall cease.

12. Severability. If any provision(s) of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall be valid and enforceable and the parties shall negotiate in good faith a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Agreement.

13. Modification; Waiver. This Agreement may not be altered, amended or modified in any way except by a writing signed by both parties. The failure of a party to enforce any provision of the Agreement shall not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.

14. Entire Agreement. This Agreement and the exhibits hereto represent and constitute the entire agreement between the parties, and supersede and merges all prior negotiations, agreements and understandings, oral or written, with respect to any and all matters between the PRODUCER and Company.

15 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

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Company
WCIG Insurance Services, Inc.

PRODUCER

By _____

By _____

Title _____

Title _____