

Referral Program Terms & Conditions

Last updated: **February 10, 2021**

Please read these Referral Program Terms and Conditions (these "**Terms**") carefully before using the <https://www.IntegrityLTCDirect.com> website or the Integrity Direct Longevity Planning Referral Program (the "**Program**") operated and administered by GoldenCare USA, LLC (a subsidiary of Integrity Marketing Group, LLC) and Master Sales Training, Inc. (acting as the third-party administrator) (referred to as "**Us**," "**We**" and "**Our**"). For the purpose of these Terms, the person or entity wishing to participate in the Program as a referring party is hereinafter referred to as "**You**" and "**Your**." The parties to these Terms are referred to herein as the "**Parties**."

We operate the Program through Our sales agency, engaged in the specialized business of assisting individuals in the acquisition of insurance product solutions pertaining to longevity planning. You have prospects, contacts, or other personal or client relationships who have expressed interest in longevity planning and are interested in Our assistance with longevity planning, including the potential purchase of insurance product solutions.

By participating in the Program, You agree to these Terms. If You cannot fully comply with any provision in these Terms at any point during Your participation in the Program, You must inform Us in writing regarding such non-compliance and immediately stop Your participation in the Program.

1) Your Responsibilities and Representations

a) Referral Submissions.

- i. When submitting information regarding each consumer ("**Referred Person**") to Us, You must use the referral lead enrollment form on the Program website. Each such form submission is referred to herein as "**Referral Submission**."
- ii. With each Referral Submission, You must include all the relevant information in Your possession that fits the prompts in the submission form, and at minimum the information that is required for a valid Referral Submission.

b) Referral by Licensed Agent. You represent and warrant that Your referral of the Referred Person to Us is made by a state-licensed insurance agent.

c) Notifying Referred Person of Referral to Us.

- i. You must inform each Referred Person that he/she will be contacted by Us for the purpose of discussing longevity planning. You understand that We will notify each Referred Person that he/she was referred to Us by You.
- ii. You must inform each Referred Person that his/her personal information is sold to Us. This may be done via a standard privacy notice if the Referred Person is informed of such privacy notice.

d) Communication with Referred Person Complied with Laws. You represent and warrant that the communication between the Referred Person and (i) You (ii) Your

agents and (iii) the vendor from whom You purchased information regarding the Referred Person, as applicable, was in compliance with all applicable laws (including, without limitation, the Telephone Consumer Protection Act of 1991), and that such communication did not include an autodialer, spoofing, robocalling, mass-texts, or ringless voicemails.

- e) Indemnity. You agree to indemnify Us and Our affiliates for all costs, expenses, and damages caused to Us and Our affiliates as a result of or in connection with Your or Your contractors' (i) breach of these Terms, (ii) non-compliance with the law, and/or (iii) negligence or willful misconduct.

2) Our Responsibilities

- a) Payment of Fee. For each qualifying Referral Submission, We will pay You, on a monthly basis, the fees set forth in the Referred Lead Fee Schedule dated as of the date of these Terms. Our payment of such fees is conditioned upon Your prior submission to Us of a valid W-9 Form and bank routing information.
- b) Qualifying Products. The products We may offer to the Referred Person are set forth in Referral Program Approved Product List dated as of the date of these Terms.
- c) Privacy Policy. We will adhere to Our Privacy Policy with respect to Your information and the information in the Referral Submission.

3) Additional Terms and Conditions

- a) Changes to Terms. These Terms and corresponding Referred Lead Fee Schedule and Referral Program Approved Product List may be changed periodically on a prospective basis. The Terms in affect at the time of a given Referral Submission determine the applicable terms for such Referral Submission.
- b) Right to Stop Accepting Referrals. We reserve the right, at Our sole and absolute discretion, to cease accepting Referral Submissions from You and any other party at any time. As a courtesy, We may communicate Our intent to cease acceptance of Referral Submissions via written notification or digital communication.
- c) No Disclosure of Protected Health Information.
 - i. You represent and warrant that the information provided by You in the Referral Submission is not Protected Health Information (as defined at 45 C.F.R. § 160.103), and is not gathered from the information provided by the Referred Person to You or to a health plan carrier for the purpose of enrolling in a specific health plan, as defined at 45 C.F.R. § 160.103.
 - ii. We will not disclose to You any Protected Health Information (as defined at 45 C.F.R. § 160.103) pertaining to the Referred Person.

4) General

- a) **Relationship.** The Parties are independent entities. Neither these Terms nor participation in the Program establish an employment, joint venture, joint enterprise, partnership, or ownership relationship between the Parties.
- b) **No Waiver of Rights.** Failure by either Party to exercise its rights as provided herein in event of breach or failure on the part of the other Party will not constitute a waiver of such rights.
- c) **Assignment.** You may not assign or delegate any of Your rights or obligations under these Terms without Our prior written consent. We may assign these Terms without Your consent.
- d) **Severability.** If a provision of these Terms is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of these Terms will not be impaired.
- e) **Governing Law / Venue.** These Terms are governed by the laws of the State of Texas, without giving effect to any conflict-of-law principle of any jurisdiction. Each Party consents to the jurisdiction of the state district court located in Dallas County, Texas.
- f) **Arbitration.** Should a dispute arise in the future with respect to these Terms or Your participation in the Program, including in the case of a successor party or parties, the dispute shall be resolved by an independent, third party arbitrator whose decision on the matter will be binding subject to section 4(g) below.
- g) **Limitation of Liability.** Our total liability to You arising under or in connection with the Terms or the Program or resulting from actions related to the Program, whether in contract, tort, breach of statutory duty or otherwise, shall be limited to \$1,000.