



1

Sign & Fax back only pages 1,2,3 below:

Application **FAX TO 973-532-0802**

Type Of Entity <input type="checkbox"/> An individual <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Association <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____				
Company Name			Company Website Address	
First Name	Last Name	M. I.	SEX <input type="checkbox"/> M <input type="checkbox"/> F	Year of Birth
Address		City	State	Zip
E-mail Address		Phone #	Fax #	
S/S Number		or EIN Number		
Sponsors Name		Sponsors ID	If no sponsor how did you hear about us (IMPORTANT)	

DISTRIBUTOR SET- UP AND LICENSING FEES

One-Time Set-up fee	\$20.00	Annual Licensing fee	*\$29.95	TOTAL	\$49.95
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* This \$29.95 licensing fee on renewal will be automatically deducted from your commissions. If commissions are not enough to cover the fee, you will be billed for the licensing fee. You have the right at any time to cancel and get a pro rata return of that year's licensing fee. The one time set-up fee is non refundable.

PAYMENT SECTION

The \$49.95 start-up fee can be paid by credit card, check or by filling out a bank draft payment below.

<p><u>AUTOMATIC BANK DRAFT- CHECK (All fields must be filled in)</u></p> <p>NAME ON ACCOUNT: _____</p> <p>NAME OF BANK: _____</p> <p>CHECK # _____</p> <p>BANK ROUTING NUMBER: _____</p> <p>BANK ACCOUNT NUMBER #: _____</p> <p>Account Holders billing address: _____</p>	<p><u>CREDIT CARD or DEBIT CARD (All fields must be filled in)</u></p> <p><input type="checkbox"/> Master Card <input type="checkbox"/> Visa <input type="checkbox"/> Discover <input type="checkbox"/> American Express</p> <p>CARD #: _____ EXP. DATE: _____</p> <p>NAME ON CARD: _____</p> <p>CARDHOLDER'S VERIFICATION CODE: _____ 3 or 4 digit number on back of card</p> <p>Card Holders billing address: _____</p> <p>SIGNATURE: x _____ DATE: _____</p>
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If payment is not made by check, I authorize NBBi to bill my bank account one time for the \$49.95 Distributor fee

Signature x _____ **Date** _____



Application **FAX TO 973-532-0802**

NOTE: This is the last page of the Agreement, Please sign below and Fax back.

- 12. I understand that the Company may immediately terminate this Agreement for cause,
 - a. if I misrepresent the Company, its products or business opportunity, or violate any requirement contained in this Agreement, Company policy and procedures, or training manuals, or if I fail to conduct a distributorship according to the principles of good conduct and business ethics.
 - b. if I dissolve my business or file for bankruptcy.
 - c. if I fail to comply with all federal and state laws including, but not limited to solicitation and advertising laws.
- 13. I recognize that the sole compensation from the Company is the monies earned in accordance with this Agreement at the rates set below. The Company shall be responsible for payment of commissions only if and when the Company is compensated by the pharmacy benefit manager. The Company shall not compensate or reimburse a Distributor for any expenses it may occur unless written approval for such compensation or reimbursement was obtained from the Company prior to the occurrence of such expense.
- 14. I acknowledge that this Agreement constitutes the entire Agreement between the Company and myself, and that no additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing.
- 15. This Agreement is not in force until accepted by the Company.
- 16. This Agreement shall be governed by the laws of the state of New Jersey. The parties agree that any and all claims, disputes and other matters between the parties shall be settled through binding arbitration to take place in Morris County, in New Jersey.
- 17. I am certifying that the number I am showing on this form is my correct taxpayer identification number.
- 18. I will not contact Company's network providers for marketing purposes or to resolve consumer issues unless given written consent by Company. All contacts with providers must be done through Company's provider relations department. Such violation is grounds for termination for cause.
- 19. I acknowledge that during the term of this Agreement, and for a period of twelve (12) months after the termination of this Agreement for any reason, that I, or any entity that I, directly or indirectly, have an interest in, will not enter into any agreement with any network supplier that the Company utilizes to create Program(s) that I am, by virtue of this Agreement, authorized to offer or distribute.
- 20. I acknowledge that the Company recognizes no exclusive territories and that I may conduct business in any state or area unless the Company has not approved that state or area for marketing.
- 21. I understand that failure on the part of the Company to enforce strictly any of the terms, conditions or provisions in this Agreement will not be a waiver of any terms, conditions or provisions, nor can the Company be prevented from requiring strict compliance in the future.
- 22. I understand that this Agreement constitutes the entire agreement between the parties, and no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing. If any provision of this Agreement is held to be invalid, all other provisions shall remain valid and enforceable.

The rate that will be paid to this distributor for each compensable claim will be \$0.50 A one level commission override of 20 cents per script will be paid on the scripts produced by any broker that you refer to us In witness whereof, the parties have executed this Agreement on the date show below:

For Distributors Acting as Individuals:

Signature of Distributor

Social Security Number

Print name of Distributor

DATE

For Distributors Acting as Companies:

Company Name

Tax ID Number

Authorized By (Signature)

Title

Print Name

DATE



Application **FAX TO 973-532-0802**

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SIGN BOTH FORMS BELOW

You cannot receive commission payments without completing these Forms

Form **W-9**
(Rev. September 2007)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ _____ Exempt payee
 Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

AUTHORIZATION FOR AUTOMATIC BANK DEPOSITS OF COMMISSIONS

I hereby authorize National Benefit Builders, Inc. (NBBI) to a): initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my (our) account indicated below and b): to authorize the depository named below, hereinafter called DEPOSITORY, to credit and/or debit the same to such account.

Bank Name: _____

City: _____ State: _____ Zip: _____

Account Number: _____

Routing Number: _____ (9 digits beginning with 0, 1, 2, or 3)

Print Name: _____

Print Second Name (if joint account): _____

Signature: _____ Date: _____

Signature: _____ Date: _____



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**NATIONAL BENEFIT BUILDERS, INC.
Independent Distributor Agreement**

I hereby apply to become an independent Distributor, hereinafter ("Distributor") for National Benefit Builders, Inc. (hereinafter "Company") to market their USA Drug Plan program, hereinafter ("Program").

As a Distributor, I understand and agree to the following ("Agreement"):

1. I am the greater of 18 years of age or the legal age of consent in the state in which I reside.
2. I shall become a Distributor upon acceptance of this application by the Company. As a Distributor, I shall have the right to introduce the Program to individuals, groups, associations and other affinity organizations.
3. I have carefully reviewed the company's policies and procedures and acknowledge that they are incorporated as part of this Agreement in their present form and as modified from time to time by the Company. The company will notify me when any changes are made to policy and procedures.
4. I understand that upon acceptance of this application by the Company, I will be an independent contractor responsible for my own business and not an employee of the Company. I will not be treated as an employee in regard to any laws covering employees, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act or income tax withholding at source for any federal, state or local laws.
5. I acknowledge that as a wholly independent contractor, I am not purchasing a franchise or exclusive distributorship and no fees, other than an annual Distributor enrollment/administrative fee, will be required from me for the right to distribute the Company's products pursuant to this Agreement. This Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, legal representative, partnership or joint venture between any distributor, sponsor, and/or the Company.
6. As an independent contractor and Distributor, I will:
 - a. Abide by any and all federal, state and local laws, rules and regulations pertaining to this Agreement and/or the acquisition, receipt, distributing or advertising of Company products, including those laws specifically regulating discount prescription drug cards.
 - b. Be solely responsible for declaration and payment of all local, state and federal taxes as may accrue because of my activities in connection with this Agreement.
7. The term of the Agreement is for one year, beginning on the date on which it is accepted by the Company unless sooner terminated. Distributor shall have the right to terminate this Agreement at any time and for any reason, upon 15 days written notice to the Company. If I wish to continue acting as a Distributor after the term of this Agreement has expired, I will renew the Agreement annually in compliance with renewal procedure applicable at the time of my initial enrollment.
8. If the company terminates this Agreement for cause, Distributor shall immediately discontinue offering Company's Programs. If Distributor is terminated for cause, Distributor agrees that he/she has forfeited all his/her commissions, overrides, and bonuses.
9. I agree that prior written consent of the Company is required for the following:
 - a. To advertise Company products.
 - b. For issuance of Distributor rights in a company or corporate name.
10. In order to maintain a viable marketing program and to comply with changes in federal, state and/or local laws or economic conditions, the Company will provide Policies and Procedures for Distributors. This in no way affects the status of a Distributor as an independent contractor. These Policies and Procedures may change from time to time. There may also be modification of the Company's Compensation Program. Such Policies and Procedures and Compensation Program, including all plan modifications, and changes thereto, shall upon notice to the Distributor become a binding part of this Agreement.
11. I agree to familiarize myself with the Program, as contained in Company training, promotional, and marketing guides. I will not use the Company name, or trade name, logos, copyrighted material, trademarks or service marks of the Company and/or its vendors except in materials provided by the Company or approved in writing by the Company prior to their use by me. I also agree to not make any representation of the Company or its products, or make any statements, claims or warranties regarding the products that are not contained in Company approved written materials. In particular, I agree that I will make no statement, claim or representation, express or implied, that any Company product is insurance or is intended to replace any existing insurance coverage. I understand that violation of the above will result in immediate termination for cause. I also acknowledge that I have no authority to bind the Company by any promise or agreement to incur any debts or liability whatsoever in the name of The Company or on its account.



DO NOT FAX THIS PAGE

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 - b. if I dissolve my business or file for bankruptcy.
 - c. if I fail to comply with all federal and state laws including, but not limited to solicitation and advertising laws.
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A one level commission override of 20 cents per script will be paid on the scripts produced by any broker that you refer to us

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For Distributors Acting as Individuals:

Signature of Distributor

Social Security Number

Print name of Distributor

DATE

For Distributors Acting as Companies:

Company Name

Tax ID Number

Authorized By (Signature)

Title

Print Name

DATE



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Distributor Policies and Procedures for:

I. Marketing Plan

Distributor shall earn the Compensable Claim Fee stated below multiplied by the number of Compensable Claims for the applicable month. A Compensable Claim means each purchase of pharmaceuticals, attributed to the Distributor by virtue of the Distributors unique ID number, which is less than the pharmacies Usual and Customary Charge and for which NBBI has been compensated for by the Pharmacy Benefit Administrator.

The Compensable Fee is as outlined in the distributor agreement.

Please Note: There is a lag of 90 days before the drug transaction works through the system and is paid to us. You will receive payment once the amount due to you is calculated. It will then automatically be deposited to your checking account once a month.

II. Marketing Compliance Regulations

As a Distributor I additionally agree to the following, as a binding part of the Terms and Conditions Agreement:

- A. Distributor shall not accept payments from consumers for the drug card.
- B. Distributor will not represent expressly or by implication to consumers that NBBI's discount card plan offers ranges of discounts or savings on prescription drugs that are not specifically authorized by NBBI.
- C. Distributor shall not use customer testimonials unless:
 - (1) The representations of savings have a factual basis;
 - (2) The savings are solely the result of using NBBI's health discount card plans and not the result of combining NBBI's plans with any other type of discount plan or insurance;
 - (3) Full name, address, city and state of the member is made available to the consumer upon request; and
 - (4) Distributor discloses if the member is or has been an employee, independent marketing representative or private label reseller that markets or sells NBBI's plans.
 - (5) **ALL MATERIALS WERE PRE-APPROVED BY NBBI.**
- D. Distributor shall not use the following terms from the insurance industry in any written communications or on the Distributor's websites, which describe NBBI's drug discount card plans:
 - Insurance
 - Benefits
 - Coverage
 - Deductible
 - Co-pay
- E. Distributor must disclose to consumers in a clear and conspicuous manner in all oral and written communications and on any Distributor web-sites that NBBI's Drug Discount card is not insurance.
- F. Disclose in bold, capital letters in at least 10-point font "THIS IS NOT INSURANCE" on the front of each identification card.

III. Commission payment

Commissions are paid monthly.

The minimum payment made at any one time will be \$25.00. Net commissions less than \$25 will be carried over until the Distributor has accumulated \$25.00.

IV. Rep enrollment fee

The initial enrollment fee to become a Distributor for NBBI is \$49.95. This includes initial training and website.

The annual renewal fee to remain a Distributor shall be \$29.95.

V. Supplies

Cards can be ordered directly from the supplier by logging onto your website which will link directly to the supplier. Current prices and quantities will be posted on that site. Distributor may only use NBBI's templates and cards.