



**INTERNATIONAL MEDICAL GROUP, INC.
TRAVEL RETAILER AGREEMENT**

This Travel Retailer Agreement (this "Agreement") is made between International Medical Group®, Inc. and its affiliates, iTravelInsured, Inc. and International Medical Administrators, Inc., with administrative offices at 9200 Keystone Crossing, Indianapolis, Indiana 46240 (collectively "IMG®"), and the party named as a travel retailer herein ("Travel Retailer"), and shall be effective as of the Effective Date set forth below by an officer of IMG.

The parties agree as follows:

1. **IMG Capacity.** The parties acknowledge that IMG acts as managing general underwriter, agent and/or plan administrator for and on behalf of one or more insurance carriers (its "Underwriters") offering the products listed in the compensation schedule with respect to the placement and administration of various travel insurance products effectuated by the issuance of insurance to eligible, qualified and approved applicants ("Insurance").

2. **Travel Retailer License(s).**

With respect to all jurisdictions in which Travel Retailer conducts its business and which require by rule or applicable law that Travel Retailer be duly licensed, authorized or qualified as a travel retailer (*for travel insurance only*) or insurance producer in order to lawfully transact insurance business as contemplated herein ("License Required Jurisdictions"), Travel Retailer represents and warrants to IMG: (a) that it is so duly licensed, authorized and/or qualified as shown on the Travel Retailer Profile attached hereto as Exhibit C; (b) that it will maintain such license(s), authority(ies) and/or qualification(s) in active status and in good standing at all times this Agreement is in effect; and (c) that such license(s), authority(ies) and/or qualification(s) authorize(s) Travel Retailer to transact travel insurance business as contemplated herein in all such License Required Jurisdictions. The authorities granted by IMG to Travel Retailer under paragraph 3 of this Agreement shall only be effective: (i) in License Required Jurisdictions where Travel Retailer is duly licensed, authorized, and qualified by the appropriate regulatory agencies or governmental authorities and appointed by the insurer, and (ii) in such other jurisdictions where no such license, authorization or qualification requirements apply.

3. **Authority.** Upon execution hereof by the parties, continuing so long as this Agreement is in effect, and assuming such activities are authorized in writing by the insurer, IMG authorizes Travel Retailer to: (a) solicit or refer applications for Insurance and submit same to IMG for consideration, and/or (b) collect initial required premiums thereon and remit same to IMG at the time of application, and/or (c) if requested by IMG, deliver issued Insurance and related materials to eligible, qualified and accepted applicants ("Customers"). All such premiums received by Travel Retailer shall be held in a fiduciary and trust capacity for the account of IMG and its Underwriters.

If applicable by its Travel Retailer Profile, Travel Retailer also will have authority to hire additional customer-facing representatives (hereinafter referred to as "Authorized Employee"), subject to Travel Retailer's supervision and control. At the time of such hiring, the Travel Retailer will provide IMG notice of the new Authorized Employee, along with all documentation which IMG determines is necessary to allow the Authorized Employee to sell IMG's Insurance Products.

4. **Limitation of Authority.** It is understood and agreed that Travel Retailer and its employees, agents and representatives (including Authorized Employee) shall have no authority to, and shall not under any circumstances: (a) approve applications for Insurance; evaluate or accept risks for or on behalf of IMG or its Underwriters; pass upon the insurability of applicants or prospective Customers; or act for, speak for, or bind IMG or its Underwriters in any way; (b) make, alter, waive, amend, or modify in whole or in part any Insurance or any application therefore, or waive, release, compromise or settle any of IMG's or its Underwriters' respective rights, remedies, conditions, limitations, exclusions or requirements thereunder; (c) collect or receive premiums or renewal premiums on Insurance other than the premium required at the time of initial application; (d) endorse, cash, negotiate, or deposit any checks or drafts payable to IMG or its Underwriters; (e) open any bank account or trust account on behalf of, for the benefit of, or containing the name of IMG or its Underwriters or any derivative thereof; (f) advertise or publish any matter or thing which uses any of the names, product names, trademarks, service marks, registered marks, designs or logos of IMG, its Underwriters or their respective subsidiaries, affiliates or related companies without the express prior written consent of IMG (granted or withheld in its sole discretion) and/or the insurer; (g) directly or indirectly induce, cause, or endeavor to induce or cause any Travel Retailer, Affiliate or other person or entity independently contracted with IMG to terminate, default under, breach, or alter its contract with IMG; or induce, cause or endeavor to induce or cause any Customer to cancel, replace or lapse an Insurance Product; or (h) do or perform any other act or thing relating to the Insurance, premiums or applications except as expressly authorized herein and/or by the Underwriter.

5. **Relationship.** The parties agree that Travel Retailer acts hereunder solely as an independent contractor and for its own account, and this Agreement does not create and shall not be deemed or construed to create an employer-employee, principal-agent, master-servant, partnership, representative, profit-sharing, or joint venture relationship of any kind between or among Travel Retailer (or any Authorized Employee) and IMG or its Underwriters. All acts, omissions and statements made or undertaken by Travel Retailer in pursuit of the authorities granted herein are made and undertaken by Travel Retailer for its own account and/or as agent and representative of the applicant, prospective applicant, or Customer.

6. **Reciprocal Indemnity.** Travel Retailer agrees to indemnify and hold IMG and its Underwriters harmless from any and all claims, penalties, fines, actions, losses, damages, costs and expenses (including attorneys' fees) (collectively, "Claims") incurred or suffered by or assessed against IMG or its Underwriters arising out of or resulting from any default or breach by Travel Retailer hereunder. Likewise, IMG agrees to indemnify and hold Travel Retailer harmless from any and all Claims incurred or suffered by or assessed against Travel Retailer arising out of or resulting from any default or breach by IMG hereunder.

7. Service. Travel Retailer agrees to become informed of the terms, conditions, limits, exclusions and benefits (“Terms”) of each Insurance Product for which Travel Retailer solicits applications hereunder, as the same may be amended or modified from time to time by IMG and/or its Underwriters in their sole discretion, and to present the Insurance Products to Customers in a truthful and accurate manner.

8. Compliance. Travel Retailer agrees to abide by IMG’s and its Underwriters’ reasonable administrative procedures and guidelines as disclosed to Travel Retailer from time to time. Travel Retailer will comply with all laws and regulations imposed by applicable regulatory and governmental authorities; will promptly notify IMG of any complaints, lawsuits, orders, administrative proceedings, licensure matters and other inquiries received from such authorities or from Customers relating to applications solicited and/or Insurance placed by or through Travel Retailer hereunder; and will cooperate with IMG in making timely and appropriate responses

9. HIPAA, Privacy Shield and EU Privacy Regulations. Travel Retailer recognizes that it has responsibilities under various data privacy and confidentiality laws, possibly including, the EU General Data Protection Regulation (GDPR), the Health Insurance Portability and Accountability Act (“HIPAA”), and any other applicable, state, federal or international rule, law, regulation, order or other authority that binds the parties, and will comply with such obligations with regard to any and all personally identifiable information, personal health information, and/or any and all sensitive, confidential or protected information (“PI”) regarding any individual, patient, and/or insured for whom Travel Retailer holds, processes, uses or accesses such information (“IMG PI”) in all material respects, including, but not limited to, by doing the following:

- a. only use IMG PI as specifically instructed by IMG;
- b. place commercially reasonable safeguards in place to ensure that IMG PI is safe from disclosure, misuse or theft;
- c. assist IMG if IMG is asked to respond to any request or complaint relating to the privacy of any insured or any other individual about whom Travel Retailer holds and/or processes PI as a result of this Agreement;
- d. require that any of Travel Retailer’s agents or sub-contractors that have access to, process, or hold any IMG PI complies with the provisions of this paragraph;
- e. upon notice from IMG or any authorized governmental or regulatory entity, stop and remediate any unauthorized processing of IMG PI; and
- f. provide immediate notice to IMG if Contractor can no longer comply with the provisions of this paragraph.

Further, when Travel Retailer functions as a processor within the meaning of GDPR, it shall process all personal information and personal data governed by GDPR and provided by IMG as follows. Processor shall:

- a. only process personal information and data on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by Union or Member State law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- b. ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c. take all measures required pursuant to GDPR Article 32;
- d. comply with GDPR Article 28 when engaging another processor;
- e. taking into account the nature of the processing, assist the controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the controller’s obligation to respond to requests for exercising the data subject’s rights;
- f. assist the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 taking into account the nature of processing and the information available to the processor;
- g. at the choice of the controller, delete or return all the personal data to the controller after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the personal data;
- h. make available to the controller all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller; and
- i. immediately inform the controller if, in its opinion, a request or instruction to respond to third-party request for personal information or data infringes this Regulation or other Union or Member State data protection provisions.

10. Compensation. IMG will pay compensation to Travel Retailer as provided in the attached Compensation Schedule(s) on any Insurance Products submitted by Travel Retailer under this Agreement and accepted by IMG for which Travel Retailer can legally accept compensation, which compensation will be payment in full for all services performed and expenses incurred by Travel Retailer and will be subject to charge-back and/or reimbursement with respect to any Insurance Products subsequently rescinded, replaced or cancelled. IMG reserves the right: (a) to accrue and defer, on an annual basis, payment of compensation until a minimum of \$50.00 becomes due, and (b) to modify or amend the Compensation Schedule(s) in its sole discretion at any time and/or from time to time upon 60 days advance written notice to Travel Retailer (or such earlier time as provided herein), whereupon the modified or amended Compensation Schedule(s) will supersede and replace any prior Compensation Schedule(s) and will then be controlling under this Agreement. However, no such modification or amendment will apply to then-issued Insurance for which IMG has previously accepted premiums.

11. Accounting. IMG will provide Travel Retailer monthly statements of compensation payable hereunder, which statements will be deemed approved and accepted by Travel Retailer and shall be final and binding unless IMG receives written objection thereto within 30 days of mailing same to Travel Retailer’s last known address. If IMG or its Underwriters cancels, rescinds or terminates an Insurance Product and refunds premiums previously paid, any compensation previously paid or credited to Travel Retailer on the amount refunded will be repaid or re-credited to IMG by Travel Retailer, or may be deducted or offset by IMG against any compensation thereafter payable

to Travel Retailer.

12. Termination. This Agreement and the authorities granted to Travel Retailer hereunder will terminate:

(a) for cause, immediately upon notice by IMG to Travel Retailer, if Travel Retailer or any of Travel Retailer's employees, agents, or representatives (including Authorized Employee): (i) misappropriates funds from any applicant or Customer or from IMG or its Underwriters; (ii) induces or causes any Travel Retailer, Affiliate or other person or entity independently contracted with IMG to cancel or breach its contract with IMG or to otherwise leave its services, or induces or causes any Customer to cancel, replace or lapse an Insurance Product; (iii) interferes with the collection of premiums; (iv) engages in any fraudulent, dishonest, defamatory, deceptive or unlawful act or omission which could or tends to negatively impair the reputation or goodwill of IMG or its Underwriters; (v) is adjudged a bankrupt or executes a general assignment for the benefit of its creditors; or (vi) materially breaches or defaults hereunder, or otherwise acts or fails to act in a manner which could or does prejudice materially the rights or interests of IMG or its Underwriters;

(b) on the date that Travel Retailer, IMG or its Underwriters ceases ongoing business operations, is liquidated or dissolved, or is otherwise adjudged by regulatory or judicial authorities to no longer be a validly existing or legally operating entity;

(c) in the event of any order of suspension, revocation or termination of Travel Retailer's, IMG's or its Underwriters' respective license, or any order to cease or desist business operations hereunder; and/or

(d) on the date that the agreement between IMG and its insurer terminates.

Notwithstanding the foregoing, this Agreement may be terminated by either party, for any or no reason, without cause; by giving the other party at least 30 days advance written notice. Upon termination of this Agreement, any indebtedness then owed by either party to the other will become immediately due and payable; provided, however, that if this Agreement is terminated by IMG under paragraphs 12(a)(i)-(vi), regardless of what the Compensation Schedule(s) might provide, no compensation of any kind shall thereafter be payable to Travel Retailer by IMG with respect to premiums received thereafter, including compensation that would otherwise be considered vested compensation.

13. Return of Materials. Upon request by IMG, all application forms, brochures, marketing, sales, promotional and advertising materials, and all other materials and supplies furnished to Travel Retailer by IMG or its subsidiaries, insurers, affiliates, or related companies will be promptly returned by Travel Retailer to IMG.

14. Modification of Contract. This Agreement shall not be assigned or transferred in whole or in part by Travel Retailer, nor shall any of Travel Retailer's rights, duties or obligations hereunder be assigned or delegated to any third party, without the express prior written consent of IMG. This Agreement may only be modified in writing signed by a duly authorized representative of IMG. Subject to the provisions of paragraph 10 above regarding IMG's right to modify or amend Compensation Schedules upon notice, no amendment or modification of this Agreement will be valid or enforceable unless signed by IMG. Travel Retailer will be deemed to have accepted any changes, unless Travel Retailer notifies IMG in writing of its objection to the change within thirty (30) days of Travel Retailer's receipt of the change notice.

15. Miscellaneous. Plural terms used herein shall include the singular, and neuter terms shall include the masculine and feminine, as the context may require. The provisions of paragraphs 5, 6, 11, 13 and 14 herein shall survive the termination of this Agreement.

16. Choice of Law. This Agreement will be governed by and enforced in accordance with the law of the State of Indiana, and sole and exclusive venue and jurisdiction for any action, lawsuit or proceeding arising under or concerning this Agreement shall be in a Court of competent jurisdiction located in Indianapolis, Marion County, Indiana.

**COMPENSATION SCHEDULE A
TO THE TRAVEL RETAILER AGREEMENT**

Subject to the terms and conditions contained in paragraph 9 Of the Agreement (Compensation), beginning on the effective date of this Compensation Schedule, Travel Retailer will be entitled to earn compensation according to rates shown below for all Insurance Products sold by Travel Retailer and after the effective date below.

Product	Compensation (%) New Business	Renewal Compensation (%) Renewal Years 2 plus	Affiliates <i>Referral Fee Per referral</i>
Patriot Series	N/A	N/A	\$15 Standard \$25 Platinum
Global Series	N/A	N/A	\$100
GEO / GEM & Patriot Group Exchange Annual Plan	N/A	N/A	N/A
Travel Insurance Series	25%	N/A	\$10 Lite \$12 SE \$\$25 LX

Compensation for Travel Retailers is calculated according to the following formula:

Monthly Gross Premium	Minus applicable premium taxes	Multiplied by compensation percentage	Equals monthly gross compensation
Example: \$100	- 10	x 25%	= \$22.50

IN WITNESS WHEREOF, the parties hereto have caused this Compensation Schedule to be executed and made effective by their respective duly authorized officers as of _____ ("Effective Date").

International Medical Group, Inc.

Travel Retailer

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT B
CERTIFICATION OF TRAVEL RETAILER**

To iTravelInsured, Inc. (iTI)

The undersigned, an officer or/and owner, shareholder, member, partner, etc. of the entity identified below which is an applicant to become a travel retailer able to offer travel insurance products, hereby certifies under penalty of perjury under the laws of the states in which the organization has offices that the following are true and correct:

1. The attached list of employees of the Travel Retailer are qualified to offer travel insurance products.
2. No person other than Travel Retailer's Authorized Employees sell or offer insurance on the organization's behalf.
3. All authorized Travel Retailer employees have completed the training required pursuant to the laws of the states in which products will be offered and included the types of insurance offered, ethical sales practices, and disclosures to prospective insurance customers as referenced in applicable laws.
4. The individuals identified in the attached listing comply with 18 U.S. C. 1033¹ (<http://uscode.house.gov/browse.xhtml>) and the insurance laws applicable to them.
5. Attached is a current certificate of good standing from the secretary of state's office in the organization's home state (e.g. http://www.in.gov/sos/business/files/COEsamples2011_%282%29.pdf)
6. The attached IRS Form W-9 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) lists the organization's legal name, address, and federal tax identification number.
7. If required by a state, attached is documentation from the insurance department showing licensing with that insurance department.
8. The Travel Retailer acknowledges and understands it is required to update, maintain, and provide iTI annually with the list of certified employees.

Travel Retailer's Name: _____

Other names under which business is conducted: _____

Primary Website & Email Addresses: _____

Telephone Number: _____

Applicant's Signature: _____ Date: _____

Printed Name/Title: _____

Name, office address, e-mail, and telephone number of the person who directs or controls the Travel Retailer's insurance program if different from above: _____

EXHIBIT C TRAVEL RETAILER PROFILE

You are requesting a contract with International Medical Group®, Inc. and its affiliates, iTravelInsured, Inc. and International Medical Administrators, Inc. to be a Travel Retailer. Please complete the following form as part of your application process.

Last Name			First Name			Middle									
Social Security Number (if applicable)				Date of Birth											
Agency/Entity Name				Tax ID# (if applicable)											
Resident Address				City		State		Zip							
Business Address				City		State		Zip							
Business Phone			Cell Phone			Fax Number									
Email					Website										
Signature:					Date:										
Preferred Mailing Address (Select One)			<input type="checkbox"/> Business			<input type="checkbox"/> Resident									
<p><i>Please check off the states below, in which you will hold any license(s) as an agency, producer and/or Travel Retailer. Please provide a copy of such license(s) for each state checked. If assigning compensation to an agency or corporation, please also provide a copy of the agency license (if applicable). An Applicable license is required for each state that you will be selling and soliciting products.</i></p> <p><i>*Resident and non-resident license is required</i></p>															
<input type="checkbox"/>	AL	<input type="checkbox"/>	AK	<input type="checkbox"/>	AZ	<input type="checkbox"/>	AR	<input type="checkbox"/>	CA	<input type="checkbox"/>	CO	<input type="checkbox"/>	CT	<input type="checkbox"/>	DE
<input type="checkbox"/>	DC	<input type="checkbox"/>	FL*	<input type="checkbox"/>	GA	<input type="checkbox"/>	HI	<input type="checkbox"/>	ID	<input type="checkbox"/>	IL	<input type="checkbox"/>	IN	<input type="checkbox"/>	IA
<input type="checkbox"/>	KS	<input type="checkbox"/>	KY	<input type="checkbox"/>	LA	<input type="checkbox"/>	ME	<input type="checkbox"/>	MD	<input type="checkbox"/>	MA	<input type="checkbox"/>	MI	<input type="checkbox"/>	MN
<input type="checkbox"/>	MS	<input type="checkbox"/>	MO	<input type="checkbox"/>	MT	<input type="checkbox"/>	NE	<input type="checkbox"/>	NV	<input type="checkbox"/>	NH	<input type="checkbox"/>	NJ	<input type="checkbox"/>	NM
<input type="checkbox"/>	NY	<input type="checkbox"/>	NC	<input type="checkbox"/>	ND	<input type="checkbox"/>	OH	<input type="checkbox"/>	OK	<input type="checkbox"/>	OR	<input type="checkbox"/>	PA	<input type="checkbox"/>	RI
<input type="checkbox"/>	SC	<input type="checkbox"/>	SD	<input type="checkbox"/>	TN	<input type="checkbox"/>	TX	<input type="checkbox"/>	UT	<input type="checkbox"/>	VT	<input type="checkbox"/>	VA	<input type="checkbox"/>	WA
<input type="checkbox"/>	WV	<input type="checkbox"/>	WI	<input type="checkbox"/>	WY										
<p>Notice Regarding Background Checks</p> <p><i>Before our company may begin processing your appointment and/or license application, we are required by *federal law to ensure that all agents and/or employees we wish to do business with are not convicted criminals or felons. *(Criminal checks are based on the Violent Crime Control Act of 1994). We will notify you if your background report results are unfavorable and we consequently decline your license appointment. In addition, you will be advised to discontinue submission of business to our company and/or service to any of our clients as well. In the event that the information reflected in the criminal report is incorrect, we will advise you of the protocol to appeal.</i></p>															