



Konnector Agreement Policies and Procedures

1. I understand that a KonnectMD Konnector is an independent contractor and does not have a franchise, or other exclusive right to sell arrangement with KonnectMD. KonnectMD reserves the right, in its sole discretion, to accept or reject any Konnector Agreement. A Konnector is not an employee for federal tax purposes or any other purposes. A Konnector is neither an agent, partner, nor involved in a joint venture with KonnectMD. The Konnector will be responsible for all costs or liabilities incurred by the Konnector in the sale and/or distribution of all KonnectMD products/services. The Konnector shall not enter into any agreements or make any purchases in the name of, or on behalf of, KonnectMD.
2. I understand that there are no territory exclusives. Any Konnector may sell products/ services in any state *in which KonnectMD is authorized to do business*, except in those states where an insurance or other license or appointment is required, unless the Konnector meets those requirements. However, a Konnector may recruit other Konnectors in any state in which KonnectMD is authorized to do business, provided the prospective Konnector is properly licensed in that state, if so required for the sale of products/services.
3. I understand that a KonnectMD Konnector shall be responsible, at his/her own expense (if any), for the filing of any and all reports required by local law or public authority with respect to the sale of any products/services marketed by KonnectMD and shall abide by any and all federal, state, county, and municipal laws, rules, regulations, and ordinances with respect to all sales. The Konnector is responsible for providing KonnectMD his/ her Social Security number or Federal Tax Identification number for tax reporting purposes.
4. I understand that a KonnectMD Konnector does not have the authority to waive, change, or modify a KonnectMD product or service in any way. Furthermore, no modification of any service is binding upon KonnectMD unless authorized in writing at the corporate offices of KonnectMD by an authorized officer of the Home Office.
5. I understand that a KonnectMD Konnector and the Konnector's spouse will normally be regarded as one Konnector for purpose of placement, downline or lineages. However, a spouse, may complete a separate Agreement (and submit the necessary fee), provided the Agreement is sponsored by the same person or entity. In the event of a dispute, the Applicant is the responsible party for all income as well as information on the account.
6. The accepted KonnectMD practice is for a new Konnector to be sponsored by the first person who contacted him/her regarding a particular KonnectMD product/service. KonnectMD will continue to support this practice. However, the relationship as to who sponsored the new Konnector will be determined by the first completed Konnector Agreement processed by KonnectMD for that particular product/ service.

7. The identity of a Konnector's downline is confidential, proprietary information that belongs to KonnectMD. The Konnector may not disclose the identity of the downline to third parties and may not use the information for any purpose other than promoting KonnectMD during or after his or her relationship with KonnectMD. In addition, the Konnector shall not disclose any non-public information concerning members, to any person other than KonnectMD, that he/she acquires in connection with the processing of membership applications.
8. A change in the relationship between sponsor and Konnector may be made by an active Konnector filing a written resignation with the KonnectMD product/service and remaining inactive in the product/ service for the specified time frame. After that time, the Konnector may be re-sponsored by a different person or entity by paying the appropriate fee. The resignation time frame is one year. Any sponsor change will result in the Konnector losing his/ her current level in the marketing plan and any downlines in place.
9. Upon and only upon achieving an "Elite" designation as a Konnector, the Konnector Agreement and all rights and responsibilities thereunder may be passed by a Konnector upon death by will, trust or other appropriate and legally executed provision. If there is no will or other instrument providing otherwise, KonnectMD will deem the rights of this Konnector Agreement to be held by (i) the Konnector's spouse identified on the agreement; or (ii) if no spouse, as provided by the law of distribution.
10. A Konnector Agreement with KonnectMD may be terminated as follows: (a) At any time upon written notice by the Konnector; (b) Immediately by KonnectMD for actions or statements by a Konnector, whether related or unrelated to Konnector's performance for KonnectMD, which KonnectMD, in its sole discretion, determines to be contrary to the Company's best interests, including but not limited to, if a Konnector (i) violates the terms of the Konnector Agreement or these Policies and Procedures as in effect from time to time; (ii) misrepresents the Company's name or any products or services; (iii) violates any other KonnectMD policy; (iv) solicits memberships by using the name of the Services Provider; makes product or service claims or earnings claims contrary to any Company material; (v) reveals any KonnectMD trade secrets or confidential and proprietary information, including without limitation, names of Konnectors, members or corporate accounts or business plans or strategies; (vi) calls on an existing group account assigned to another Konnector, interferes with an existing group account's servicing schedule, or takes any action contrary to the interests of the group account; (c) By KonnectMD, when a Konnector fails to meet its continuing obligations under this Agreement. A Konnector who terminates his/her Konnector Agreement or who is terminated by KonnectMD will, effective on the date of termination, no longer be entitled to any bonuses or commissions, including renewals, advanced or earned, personal or downline. Konnector fees paid to KonnectMD are non-refundable.

11. KonnectMD reserves the right, in its sole discretion and at any time, to no longer accept new membership sales or Konnector recruitments from any Konnector, or credit you with any new organization activity. KonnectMD reserves the right to adjust or change any compensation plan and incentive program at any time without prior notice, which right Konnector acknowledges and consents to. KonnectMD may, in its sole discretion, add, change or terminate any services offered by KonnectMD to any or all Connectors at any time, in whole or in part, including but not limited to supplies, communications, newsletters, eservices, voice response systems or website services.
12. A Konnector may not proselytize, recruit or solicit, in any manner, any KonnectMD Konnector, including without limitation his or her first line, into any other company or organization during the term of the Konnector Agreement and for 2 years after the date of any termination hereof.
13. The failure of KonnectMD to insist upon strict compliance with any of the Policies and Procedures herein shall not be deemed to be a continuous waiver in the event of any future breach or waiver of the Policies and Procedures. In the event of any conflict or inconsistency between these Policies and Procedures and any other marketing materials of KonnectMD, including but not limited to the Konnector Success Guide, these Policies and Procedures shall control.
14. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
15. Konnector understands and acknowledges that KonnectMD is strictly and solely a marketing company, and has no involvement, directly or indirectly, in the provision of health care services to any individual, including but not limited to Connectors and/or members. Konnector further understands and acknowledges that products and/or services offered by and/or through KonnectMD and/or its affiliates is not health insurance and should not be marketed as such to the general public, or any current or prospective member.
16. The Konnector Agreement and Policies and Procedures will be governed by and construed in accordance with the laws of the State of Oklahoma. The Konnector Agreement and Policies and Procedures constitute the entire agreement between the Konnector and KonnectMD and no amendment may be made, either written or oral, without the signature of an authorized KonnectMD officer. However, these Policies and Procedures may be amended from time to time by KonnectMD by publication in a means reasonably available to Connectors generally, including publication in periodic communications to Connectors or on the KonnectMD website.

17. KonnectMD, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I waive all claims to, consequential and exemplary damages against KonnectMD and its affiliates. I further agree to release KonnectMD and its affiliates from all liability arising from or relating to the promotion or operation of my KonnectMD business and any activities related to it. I agree to indemnify KonnectMD and its affiliates for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
18. I understand that this Agreement, in its current form and as amended by KonnectMD at its sole discretion, constitutes the entire contract between KonnectMD and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect.
19. AGREEMENT TO MEDIATE/ARBITRATE: All disputes and claims (the "Dispute" or "Disputes") relating to KonnectMD, or its past or present related entities, officer, directors, employees, investors, Konnectors, or vendors, its marketing and compensation plan, its products, its services, the rights and obligations of you and KonnectMD, or any other claims or causes of action arising out of the relationship between the parties or relating to the performance of either you or KonnectMD under the Agreement, or the purchase of products or services, shall be submitted to mediation and if that is not successful, to final and binding arbitration as set forth herein. In the event that any Dispute is not resolved through mediation, the Dispute shall be settled totally and finally by arbitration in Oklahoma City, Oklahoma, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. However, Konnector understands and expressly agrees, that KonnectMD may seek a temporary restraining order and/or preliminary injunction in state or federal court to maintain the status quo pending determination of the dispute. If any Konnector files a claim or counterclaim against KonnectMD or any of its officers, directors, employees or affiliates in any such arbitration, a Konnector shall do so only on an individual basis and not with any other Konnector or as part of a class action. Judgment on any award may be entered in the Oklahoma County District Court or in the United States District Court for the Western District of Oklahoma. The Konnector consents to the jurisdiction and venue of such arbitration and such courts. I UNDERSTAND THAT THE PARTIES EACH WAIVE ALL RIGHTS TO A COURT OR JURY TRIAL EXCEPT AS SPECIFIED HEREIN.