

# Affordablemeds Affiliate Agreement

This Agreement is between Affordablemeds.org which is a part of Integrated Informatics, and the Affiliate who had consented to this Agreement.

This Agreement is effective from the day that the Affiliate expressed his consent to this Agreement.

Integrated Informatics is a Georgia Corporation with a place of business at 1875 Old Alabama Road, Roswell, GA 30076. The Affiliate had provided his address in the consent form.

**WHEREAS**, Integrated Informatics, Inc. ("the Company") has access to a network of Walmart Pharmacy chain pharmacies and anticipates to have access to other chains and independent pharmacies that accept prescription medication discounts through discount cards ("Discount Cards"); and

**WHEREAS**, the Affiliate has skill and expertise in procuring individuals to acquire and utilize the Discount Cards; and

**WHEREAS**, Company and Affiliate wish to enter into an agreement whereby the Affiliate will attempt to procure individuals to acquire and utilize the Discount Cards and the Affiliate shall be paid a Use Fee;

**NOW, THEREFORE**, in consideration of the mutual representations, covenants and agreements contained herein, the parties hereto intending to be legally bound hereby agree as follows:

1. Affiliate shall use commercially reasonable efforts to assist in the transfer of the Discount Coupons to third parties through available legal means who may then utilize same. The Affiliate shall utilize commercially reasonable efforts to develop and implement market strategies and relationships to procure leads for the Discount Cards.
2. **Term.** The term of this Agreement shall be for a period of one (1) year commencing on the latest date entered on the signature page and shall be automatically renewed in one year increments unless earlier terminated in accordance with the terms hereof. It is further understood and agreed that either party may terminate this Agreement with or without cause upon providing a minimum of thirty (30) days advance written notice of its intention to cancel. In the event of a termination of this Agreement by expiration of its term or by earlier termination, all compensation to be paid in accordance herewith shall cease as of the termination date.
3. **Compliance With All Laws.** Company and Affiliate shall each comply with the provisions of all applicable federal, state, and local laws, ordinances, regulations, rules, and codes, including, without limitation, the federal Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rules and the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as well as any laws, ordinances, regulations, rules, and codes relating to the handling and/or processing or discounting of pharmaceutical claims and the information contained in such claims, in fulfillment of each party's respective obligations under this Agreement. Each party's obligations pursuant to this paragraph shall survive any termination of this Agreement

4. **Non-Exclusive Provider.** For the Term(s) of this agreement neither the Company nor the Affiliate shall be exclusive relationship with each other.

5. **Marketing.**

Affiliate agrees to submit all marketing materials including but not limited to newsletter emails, web collateral, and printed collateral to Company for approval prior to making them public.

6. **Confidentiality.**

Affiliate acknowledges that, in the performance of its duties and obligations under this Agreement, it may receive, have disclosed, or given access to Confidential Information. For the purpose of this Agreement, Confidential Information shall mean any and all information of a confidential or proprietary nature, whether written, oral, embodied in magnetic tape, computer software (including but not limited to source code and APIs), or other medium for storage of information, documents, names of customers/clients/members, software, present and future products, price quotes, proposed commission structures, and policies (including listing thereof and documentation related thereto) disclosed by either party hereto to the other, its employees, officers, directors, agents, or representatives, during the term of this Agreement. The parties acknowledge and agree the Confidential Information is proprietary to, and a valuable trade secret of, the disclosing party, and any disclosure or unauthorized use thereof will cause irreparable harm to the disclosing party. Affiliate will not disclose to any third party any of the terms and conditions of this Agreement. Company reserves the right to terminate this Agreement at any time by giving written notice to Affiliate in the event of any impermissible disclosure. Affiliate also agrees that all confidential information cannot be used in the marketing of any other products other than the ones offered by the Company.

7. **Qualified Claim**

When a patient purchases a drug from a pharmacy, there are certain drugs for which the pharmacy does pay the Company any sponsorship or processing fee. One example of such a purchase is purchase of a drug that costs less than \$4. Another example is when the purchase is for a drug that is classified as opioid or as veterinary. Another example is a drug that costs \$10 or less for a 90-day supply. A patient who purchases a drug from a pharmacy can return the drug usually within 5 days of the purchase. When a return happens, the original purchase will be reversed. A Qualified Claim is one that is (a) not reversed and (b) a claim for which the sponsorship and processing fee is at least \$3. A Qualified Claim should have its ingredient cost less than its Usual & Customary price.

8. **Compensation.**

1. In consideration for the services to be rendered by Affiliate hereunder, Affiliate shall receive a Use Fee of three (\$3.00) dollars on every qualifying paid prescription claim ("**Qualified Claim**"). For purposes of this Agreement, a "Qualified Claim" is one for which the company receives at least three (\$3.00) Dollars from the pharmacies that dispense the prescriptions,
  2. An Affiliate shall be paid once a month retroactively for the Qualified Clams during the month.
  3. It is expressly understood and agreed that Affiliate shall be required to pay all taxes on account of monies it receives as a result of its performance of services hereunder.
  4. **The Use Fee** is payable on each Qualifying Claim whether the claim is a refill or not.
9. Affiliate would notice that Drug Discount Card is just a health insurance card. It has a BIN Number, PCN Number and a Group Id. The Group Number together with the PCN Number identifies Affordablemeds as the plan sponsor and the plan processor. Group Id identifies the Affiliate and Affiliate's team members,

10. **The Use Fee** is payable on each Qualifying Claim whether the claim is a refill or not.

11. **Payment mode.** Payment to the Affiliate will be made by bank direct deposit to the Affiliate's bank whose credentials had been given by the Affiliate:

Payment can also be made to a Debit Card. Usually, the Debit Card is tied to a bank account. Please indicate below your debit card information such as Netspend:

12. An Affiliate can print cards, email or forward by phone the cards for distribution. .

13. **Miscellaneous.**

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any action commenced for breach hereof shall be brought exclusively in the State of Georgia and Fulton County.
2. This Agreement shall be binding upon the parties and their respective successors and assigns. This Agreement may not be assigned without the prior consent of the other party hereto.
3. This Agreement constitutes the entire agreement of the parties and supersedes any and all prior agreements and understandings between them.
4. This Agreement may be amended only by an instrument, in writing, signed by the Company and the Affiliate.
5. The waiver of a breach of any term or condition of this Agreement shall not be deemed to constitute a waiver of any other breach of the same or any other term or conditions hereof.

**BOTH THE PARTIES HAVE AGREED TO THE TERMS OF AGREEMENT.**

