

Business Associate Agreement

This Independent Distributor Contract Agreement, hereinafter "Agreement," is made and entered by and between The Docent Group LLC (or its Assigns), hereinafter "Company," and _____ hereinafter "Contractor."

In consideration of the mutual promises and obligations contained herein, the parties hereby agree as follows:

SCOPE OF RELATIONSHIP

Contractor is an Independent Contractor, and nothing contained herein is intended to contradict that relationship. Company will not withhold any payroll or other taxes for Contractor. Contractor will provide a tax ID number and Company will provide Contractor a 1099 showing the total yearly compensation paid. Contractor will be solely responsible for reporting income and paying any applicable taxes and fees they incur.

Contractor shall be retained for the purpose of marketing, obtaining, and retaining clients and administering services provided by Company.

EXCLUSIVITY AND CONFIDENTIALITY

Contractor will, during the term of this relationship, be working with confidential information and trade secrets belonging to the Company. In addition, Contractor will have access to lists of customers, accounts, and products, as well as other information which is not generally or easily obtainable. Contractor acknowledges and agrees that all such information is confidential and/or constitutes trade secrets and is the exclusive property of Company. Contractor covenants and agrees that he will not disclose to anyone, either directly or indirectly, during the term of this Agreement or at any time thereafter, any such confidential information, nor will he use the same for any purpose other than in the course of the relationship and for the exclusive benefit of the Company, excluding the customer database provided by Contractor; Contractor maintains the right to market non-competing industries to that database.

Contractor will not attempt, nor arrange or advise others to attempt, to bypass, circumvent, or otherwise go-around Company with regards to any relationship with its vendors, 3rd party providers, or any pertinent relationship that was not previously known to Contractor prior to exposure by Company to Contractor.

All documents, materials, or confidential information that may be given to Contractor in the course of this relationship, are and shall remain the sole property of Company. All copies of any client or proprietary information shall be immediately returned to Company upon Company demand.

Contractor shall not directly or indirectly divulge in any manner to any third party any information not in the public domain nor generally available to the public regarding the product developments or trade secrets of the Company.

Contractor shall not at any time during the relationship be employed by or market services for any other firm in direct competition with the Company. Contractor acknowledges that Company is investing substantial time and effort in the on-boarding, teaching, and training Contractor and in exchange for such, upon execution of this Agreement, and that there are no refunds for any on-boarding, training, or other initial charges paid by Contractor.

ACTIVITIES

Contractor will use its best efforts to present themselves in a professional manner

The Contractor will:

Conduct themselves in an ethical manner at all times.

Provide prospective Clients with accurate and complete information that is neither deceptive nor misleading.

Immediately report to the Company any suspected violations of any federal laws, regulations, federal health care program requirements, or of the Company's internal policies and procedures.

MAINTAIN LEGAL COMPLIANCE

Contractor will, and will also require all personnel with whom it may become associated with respect to the duties defined herein, comply with all applicable federal, state and local laws, regulations, guidelines and rules governing the performance of the Services, including without limitation, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 codified at 45 C.F.R. Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act, and its implementing regulations, as the same may be amended from time to time (collectively, "HIPAA"), as well as all applicable state laws and health information privacy and security standards and regulations promulgated thereunder, the federal anti-kickback statute (i.e., 42 U.S.C. 5 1320a-7b(b)), the "Stark Law" (i.e., 42 U.S.C 5 1395nn), and the False Claims Act (i.e., 31 U.S.C 5 3729) as each may be amended and supplemented from time to time, (collectively, the "Health Care Laws") and all applicable state laws.

Contractor understands that in a regulated industry such as this, laws, rules, and regulations may change and thus may impact the relationship between Company and Contractor and prospective clients.

COMPENSATION

Contractor will be compensated solely by commission which varies based upon the amount of commissionable activity generated by Contractor.

Compensation is based on the current reimbursement schedule by a 3rd party to the Company and it may change periodically, thus the Contractor payout amount is also subject to change in accordance with changes made by the 3rd party to Company. Company will inform Contractor of any changes within 30 days if/when they occur.

Contractor shall be paid commissions as long as they continue to be active in the program. Active is defined as having paid the on-boarding/training fee and returning the executed Agreement.

See **COMMISSION STRUCTURE** for specifics.

PAYMENT

Company shall, following receipt of payment from the 3rd party to Company, make commission payments to Contractor on a bi-weekly basis commencing on the month following receipt of the payment from the third part.

TERM

The term of this agreement shall run from the date of execution for a period of 1 (one) year and will renew automatically each year unless either party provides a 30-day notice in writing of resignation and termination of contract. Gross negligence is grounds for immediate termination.

Commission after separation:

Commissions earned during the term of this agreement are payable when due despite the termination of this agreement.

EXPENSES

Contractor shall not be reimbursed for any expenses incurred pursuant to this relationship and Contractor acknowledges that they shall be solely responsible for all expenses, specifically including, but not limited to: vehicle expenses, travel expenses, lodging expenses, venue space rentals and fees, marketing materials, meal expenses and expenses associated with telephone, facsimile, and internet connection.

ATTORNEY'S FEES

If any action be brought by either party to enforce or seek damages for breach of any provision of the Agreement, the prevailing party in such action, if there be a prevailing

party, shall be entitled to recover, in addition to the costs or suit, such reasonable attorney's fees as the tribunal determination the action may award.

GOVERNING LAW

This agreement shall be governed by, construed, and enforced with accordance with California state law.

SEVERABILITY

If any term, condition or provision of this Agreement shall be found illegal or unenforceable to any extent for any reason, such provision shall be modified or deleted so as to make the balance of this Agreement, as modified, valid and enforceable to the fullest extent permitted by law

INDEMNIFICATION AND AGREEMENT TO HOLD HARMLESS

Except in the case of Company's gross negligence, Contractor agrees to indemnify and hold harmless The Docent Group LLC, and/or its Managers, Associates, and Assigns, from any and all liabilities, claims or demands for damages to any person or property in any way resulting from Contractor's operations under this Agreement.

MODIFICATIONS AND ADDENDUMS

Any amendment or modification to this Agreement and any Addendum, addition or attached to this Agreement shall be valid only if executed in writing by the parties or their successors or assigns.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

COMMISSION STRUCTURE

Contractor will be afforded commission on the receipt by our third-party and subsequent forwarding of such commission to Company, and will be paid in the month following receipt of the payment by the third-party to Company. The commission payout structure is as follows:

Direct payout to Contractor for each client Contractor refers and is accepted:
4% of the first \$500,000 collected on billing services
2.5% of further billings collected.

Directly-referred Contractors:

10% of the commission amount paid to each directly-referred Contractor.

All earned commissions will continue to be paid as stated above for the life of the account as long as the contract is in force.

Contractor will also be repaid the total amount of the on-boarding fee paid once Contractor earns \$1500 in total commissions paid to them by Company.

This Agreement is entered into by the parties below and is effective on the signature date:

Rik Wahrab

02/13/2020

The Docent Group LLC

Date

Contractor

Date