

This Agent / Representative Agreement (the "Agreement") is effective the date of agreement in the Agent/Representative Registration record at skymed.ca.

WHEREAS SkyMed desires to engage the services of the Agent in the capacity of independent sales agent in the Territory, as hereinafter defined, and the Agent desires to provide his services to SkyMed in the capacity of independent sales agent on the terms and conditions hereinafter set out.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

1. TERM OF AGREEMENT

This Agreement shall become effective upon the date of its execution (which shall be taken to mean the date first appearing on page one hereof), and shall continue in full force and effect (unless sooner terminated in one of the manners provided hereinafter) for ONE full year from said date. Furthermore, this Agreement shall continue in full force and effect for successive one-year periods from and after the initial year term hereof, provided that the Agent has complied with all the terms and conditions hereof and both parties hereto mutually agree upon the terms and conditions of renewal.

2. SALE OF PRODUCTS

- 2.1. The Agent will act as Agent for SkyMed in the following territories (hereinafter referred to as the "Territory"), namely: CANADA
- 2.2. The Agent agrees to sell and promote the sale of such of the products and services of SkyMed as SkyMed may from time to time designate, at such prices and on such terms and conditions as SkyMed shall specify and approve (hereinafter referred to as "SkyMed Products"). Without limiting the generality of the foregoing, it shall be the responsibility of the Agent to sell SkyMed line consisting of the following products:
 - 2.2.1. SkyMed TAKES YOU HOME Memberships
 - 2.2.2. GLOBAL Emergency Travel Services Memberships

Without incurring any liability to the Agent, SkyMed shall have the right at any time and from time to time to modify the specifications or features or to discontinue the sale of any products.
- 2.3. The Agent shall regularly call upon all customers and potential new customers within the Territory to solicit orders for products of SkyMed therefrom, and shall at all times use his best efforts, in good faith, to promote the interests of SkyMed in the sale of such products.
- 2.4. All orders received by the Agent from customers shall be transmitted to SkyMed on a regular basis, at its principal office, and no order received shall be binding upon SkyMed or the customer until same has been accepted by SkyMed and approved by SkyMed's Member Services department. The Agent shall have no authority to accept and/or approve any orders received by him.
- 2.5. The Agent agrees and undertakes to abide and comply with all sales policies and operating procedures of SkyMed, as established and issued by SkyMed from time to time, so long as they are not in conflict with jurisdictional governmental regulations.

3. COMMISSIONS

- 3.1. SkyMed agrees to pay the Agent a commission on all orders emanating from the Territory, whether received directly from the Agent's place of business or from the Agent's salesmen in the Territory or by mail or telephone or website directly from purchasers situated within the Territory who reference the Agent account id. Commissions are calculated on the net invoice amounts actually received by SkyMed from purchasers in the Territory in payment of orders for products.

For the purposes hereof, "net invoice amounts" shall be defined as the gross invoice value of approved applications, less deductions for sales taxes, regulatory fees, application fees, and any allowance or discounts granted to customers, if applicable.

- 3.2. Commissions are as follows:
 - 3.2.1. Short Term Daily SkyMed Memberships 30%
 - 3.2.2. Prepaid Annual SkyMed Memberships 30% first year fees
10% all succeeding years
 - 3.2.3. GLOBAL Emergency Travel Services 30%

From time to time SkyMed will provide special commissions for existing and new products and services. These special commission rates will be provided to the AGENT in advance and posted online for AGENT view.

- 3.3. All commissions due to the Agent hereunder shall be payable as follows:
 - If paid by check, payable on the 30th of each month for all commissions payables from the previous month's sales.
 - If paid by Direct Deposit, payable each Friday of the week for commissionable payables from the previous week's sales.
- 3.4. Notwithstanding anything herein to the contrary, the Agent shall not be entitled to commissions on Company Products or Services
 - (i) that are returned to SkyMed or that which SkyMed has refunded;
 - (ii) for which the account receivable is written off as a bad debt by SkyMed's credit department because the purchaser is insolvent or bankrupt, is winding-up its business or has made a general assignment for the benefit of its creditors or any other similar situation where the account receivable in question is uncollectible in the opinion of SkyMed; or
 - (iii) for which payment is not received by SkyMed.
- 3.5. The amount of commissions paid to the Agent with respect to SkyMed Products for which the Agent is not entitled to commissions, as provided for in Article 3.4 (i), (ii) and (iii), shall be deducted directly from any future commissions payable to the Sales Agent.
- 3.6. The commissions contemplated hereby shall be the sole and exclusive consideration to be paid by SkyMed to the Agent for the Agent's services hereunder, and the Agent shall have no right to reimbursement for any expenses incurred in the Agent's performance of its obligations hereunder.
- 3.7. The Agent agrees and undertakes to use his best efforts to promptly assist SkyMed in situations where purchasers are delinquent in the payment of their accounts.

4. INDEPENDENT CONTRACTOR

The Agent shall at no time represent or hold itself out as having any apparent or express authority to incur any debt or liability for or on behalf of SkyMed, and at no time, without the express written authorization of SkyMed, shall the Agent so incur any such indebtedness for or on behalf of SkyMed. It is understood and agreed by the Agent that this Agreement shall not be construed as an employment agreement and, further, that no representations will be made or acts taken by the Agent which could establish any apparent relationship of agency, joint venture or partnership, and SkyMed shall not be bound in any manner whatsoever by any agreements, warranties or representations made by the Agent. The Agent shall not establish any bank account, make any purchase, apply for any loan or credit or incur or permit any obligation to be incurred in the name or on the credit of SkyMed. This Agreement is merely a relationship that exists between independent contractors with neither party being able to commit the other.

5. NON-COMPETITION

The Agent will not represent in any manner whatsoever any other product line that is the same, similar or competitive with the products set out in Article TWO hereof. The Agent shall discuss with SkyMed any undertakings that are contemplated for the representation of any other product lines prior to the Agent proceeding to promote, distribute and sell such products. Any failure to obtain prior written consent from SkyMed in this connection shall constitute an automatic breach of this Agreement and SkyMed may immediately terminate this Agreement without further notice.

6. TERMINATION

- 6.1. Either party may terminate this Agreement during its term, or any extension thereof, without cause, by giving the other party 10 days' prior written notice of its intention to so terminate and this Agreement shall terminate automatically at the end of such 10 day period.
- 6.2. Any equipment, catalogues, material, records or other data at any time furnished to the Agent by SkyMed shall at all times be deemed to be the property of SkyMed, of which the Agent shall be the bailee. Upon termination of this Agreement, all such property shall be returned to SkyMed, at the agent's expenses, and failure of the Agent to do so shall entitle SkyMed to charge the value thereof to the commission account of the Agent.
- 6.3. The Agent will be paid commissions on all orders from purchasers situated within the Territory and duly accepted by SkyMed prior to the termination of this Agreement, regardless of whether such orders may be fulfilled subsequent to such termination.

7. ASSIGNABILITY

The Agent has no right to assign this Agreement or any interest thereunder without the express written consent of SkyMed.

8. INDEMNITY

SkyMed shall indemnify and hold the Agent harmless from and against any and all claims, demands, liabilities, losses, costs, damages and expenses, including, without limitation, claims for wrongful death, personal injury or property damage, arising out of or in conjunction with property liability actions or defective product manufacture.

9. TRADE MARKS

The Agent agrees to conspicuously display such signs, logos and other identification of SkyMed, such as Trade Marks and brand names at each of its locations and/or websites as shall be necessary for the proper marketing of the SkyMed Products, subject to the following terms and conditions as to such usage:

- a) The Agent undertakes not to use the SkyMed Trade Marks and brand names or any imitations or parts thereof, or any confusingly similar name or trade mark, as a trade name or as part or all of a corporate, commercial or business name. The Agent undertakes not to use or publicize SkyMed Trade Marks in any way, except to specifically identify SkyMed Products, or to identify itself as an authorized sales agent of same. The Agent also undertakes not to use SkyMed Trade Marks or brand names, either as a trade mark, a trade name or otherwise to carry on business, promote or distribute any product except SkyMed Products. Sales Agent undertakes not to use the goodwill related to SkyMed Trade Marks or brand names in order to promote, sell or distribute any products except SkyMed Products.
- b) Any "framing" (text around information from SkyMed's websites of a link to SkyMed's websites) must be approved by SkyMed prior to posting. All website content in reference to SkyMed Products must be approved by SkyMed prior to posting.
- c) Printed materials containing SkyMed's name and/or description of benefits, which have not been previously approved by SkyMed, may require reprinting of the material or may result in termination of this agreement.
- d) By the use of SkyMed's trade names, Trade Marks and brand names in any manner by the Agent, SkyMed shall not be liable to any person, firm or corporation for any injury or damage, either to person or property, arising from any cause whatsoever, which shall occur in any manner in or about the Agent's premises and the Agent agrees to indemnify, defend and hold SkyMed harmless from any such damages for personal injuries, death or property damage arising from acts of the Agent, its agents, servants, employees, invitees and licensees, including attorney fees and other litigation costs reasonably incurred by SkyMed should SkyMed be made to defend any action arising therefrom. The Agent shall, in this connection, at its own expense, carry public liability insurance in sufficient amounts to protect SkyMed from the foregoing liabilities.
- e) In the event of the termination of this Agreement for any reason whatsoever, the Agent undertakes not to further use the aforesaid sign or signs and to immediately discontinue the use of same, by removal if necessary, and the Agent shall immediately cease to identify or announce itself as a Agent of SkyMed Products and shall not associate the SkyMed Trade Marks and brand names or any imitations or parts thereof with any other products or services.
- f) The Agent undertakes to use the SkyMed Trade Marks in conformity with the quality standards, markings and controls established from time to time by SkyMed. The Agent accepts and recognizes that strict compliance with the aforesaid standards; markings and controls is a condition essential to the continuance of this Agreement and that any failure to comply therewith will automatically entitle SkyMed to terminate this Agreement.
- g) The Agent recognizes that SkyMed is the exclusive owner of all the rights, titles and interests in and to the SkyMed Trade Marks and the goodwill attached thereto and agrees that the property of SkyMed Trade Marks and related goodwill shall remain vested in SkyMed, both during the term of this Agreement and thereafter, and the Agent agrees never to challenge, during the terms of this Agreement or any time thereafter, the validity of the SkyMed Trade Marks, the registrations thereof or the related goodwill or SkyMed's full and exclusive ownership of said SkyMed Trade Marks, registrations and goodwill and agrees further that the use thereof by the Agent is made on behalf of SkyMed through this Agreement.
- h) The Agent recognizes that SkyMed is, for the purpose of this Agreement, the exclusive agent and representative of SkyMed and Company, fully empowered to enter into this Agreement and accordingly the Agent undertakes to never challenge, at any time whatsoever, the status of Company

10. WAIVER

SkyMed shall not be deemed to have waived any of the terms, conditions or provisions of this Agreement unless same shall be in writing, and no such

waiver shall constitute a waiver of any subsequent occurrence of the same or similar act or omission, or of any other act or omission which may constitute a breach of this Agreement.

11. DISCLOSER

During this agreement, each party or its affiliates (together, the "Disclosing Party") may disclose to the other party or its affiliates (together called the "Receiving Party") information that the Disclosing Party considers to be proprietary or confidential including, but not limited to, the Disclosing Party's employees, financial information, technical information, business plans, marketing plans, pricing, systems and products ("Confidential Information"). Confidential Information does not include information that is or becomes a part of the public domain through no act or omissions of the Receiving Party in violation of this Agreement or is lawfully disclosed to the Receiving Party by a third party not bound by any duty of confidentiality. Each party will hold the other's Confidential Information in confidence. Neither party will use the other's Confidential Information for any purpose other than the implementation of this Agreement. Each party will use the same degree of care that it uses to protect its own Confidential Information of a similar nature and value, but not less than a reasonable standard of care, to ensure that the other party's Confidential Information is not disclosed in violation of this Agreement. Without limiting the foregoing, performance data related to the SkyMed and its Products and Services (including but not limited to services data, loss ratio, premium data and membership accounts.) is proprietary, shall be considered Confidential Information, and cannot be shared with any third party without SkyMed's prior written approval.

12. Background Check

SkyMed reserves the right to perform background checks on all agents and representatives in relation to conviction of any felony involving dishonesty or breach of trust. Agent agrees to take reasonable steps to determine if any existing or future employee or agent has ever been convicted of any felony involving dishonesty or breach of trust and will knowingly or willfully permit any employee or agent, if so convicted, to perform any services or other obligations under this Agreement.

13. CONSTRUCTION

This Agreement shall be performed, interpreted and construed in accordance with the State of Arizona, United States of America.

14. COMPLETE AGREEMENT

This Agreement constitutes the entire Agreement of the parties and supersedes any and all prior agreements, arrangements, undertakings, representations or warranties regarding the subject matter hereof.

15. SEVERABILITY

If any clause or provision of this Agreement shall be deemed unenforceable by any court of competent jurisdiction, such clause shall be reduced to the maximum time, area or scope permitted by CANADIAN LAW, or if not subject to such reduction, then such clause or provision shall be deemed severed herefrom and shall not affect any other clause or provision of this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

16. ACKNOWLEDGEMENT

The Agent agrees and acknowledges that he has had an opportunity to consider each and every provision contained in this Agreement and has had an opportunity to seek independent legal advice with respect to each and every provision of this Agreement and hereby agrees that all provisions of this Agreement are reasonable and valid and all defense to the strict enforcement thereof by SkyMed are hereby waived by the Agent.



SkyMed Canada
A subsidiary of SkyMed International, Inc.
13840 N. Northsight Blvd, Suite 109
Scottsdale, AZ 85260
800-679-2020