



IdentityForce.

BENEFIT AGREEMENT

This **BENEFIT AGREEMENT** (this “**Benefit Agreement**”), effective as of _____, 2018 (the “**Effective Date**”), is by and between IdentityForce, a Massachusetts corporation with principal offices located at 111 Speen Street, Suite 304, Framingham, MA 01701 (“**IDF**”), and _____ (“**Client**”) with principal offices located at _____ in _____.

IDF will provide to Client the services identified in the chart below at the price rates identified further in the Product Schedule:

General Description of Services

Client Benefit Group	All benefit eligible Client customers and employees in the United States and spouses, domestic partners, adults and dependents of customers and employees living in the same household (“ Members ”).
Benefit Package	As described in Benefit Package Exhibit A
Benefit Group Fee(s)	As described in Benefit Group Fee Exhibit B
Enrollment Period	Open enrollment with monthly additions and cancellations
Enrollment Support	IDF and Client shall mutually agree on the best way to communicate the Benefit Package to current and new customers and employees. Examples may include: <ul style="list-style-type: none"> • Email announcements • Information sheet included with new customer and employee materials • Link on relevant Client web pages • In communications about the Benefit Package with current and new customers and employees, Client will use only materials provided by IDF or approved by IDF in writing prior to use.
Monitoring Products	Monitoring services typically begin 48-72 hours after a Member completes enrollment with IDF and activates benefit.
Customer Data	IDF shall not share Member information with any third party that does not require such information to deliver the Benefit Package
Client Benefit Group Payment	Client Benefit Group Fee will be paid for by the Client.
Product Changes	IDF reserves the right, at any time and from time to time, to make additions, deletions and modifications to any list of products and services set forth or otherwise described in the Benefit Package on Exhibit A, and may replace any such products and services

with enhanced, modified or improved versions; <i>provided</i> that IDF shall provide Client with no less than thirty (30) days' prior written notice of any such additions, deletions, modifications or replacements.

1. **Good and Workmanlike Manner:**

IDF and Client will use commercially reasonable efforts in the performance of this Benefit Agreement, and both will be responsible for meeting the requirements of this Benefit Agreement with qualified personnel in accordance with the specifications of each party, on a timely basis in a professional, good and workmanlike manner, and will conform to the standards of care, skill, diligence, performance and safety customarily exercised by competent professionals performing services similar to those contemplated by this Benefit Agreement.

2. **Payment:**

(a) IDF shall make Partner Portal access available to Client for activating and cancelling services for employees as well as to provide accurate reporting. It is Client's sole responsibility to ensure the information in the Partner Portal is accurate and up to date.

(b) Within ten business days after the end of each month IDF shall provide Client with an invoice for the previous month's active enrollments and new enrollments in the Partner Portal. The Benefit Group Fee is payable for anyone in the Benefit Group enrolled in the Benefit Package at any time in a given month. Benefit Group Fees are not prorated.

(c) Notwithstanding the foregoing, in the event that Client's Benefit Group Fee for any month is less than \$250, IDF shall not provide Client with an invoice for such month, and IDF shall instead either (i) automatically charge Client's credit card in the amount of such Benefit Group Fee or (ii) automatically debit Client's checking account via Automated Clearing House (ACH) in the amount of such Benefit Group Fee, and in either case provide Client with notice of such automatic charge or debit, as applicable. Client shall have the option to determine whether such automatic payments are made via credit card charge or checking account debit, and shall complete any applicable credit card or ACH authorization form or provide IDF with applicable automatic payment information as applicable. Client hereby acknowledges and agrees that all monthly Benefit Group Fees less than \$250 will be paid automatically, and hereby authorizes IDF to either process its credit card or debit its checking account, as elected by Client, in the event any such monthly Benefit Group Fees are less than \$250.

(d) The Client and Benefit Group Fees are nonrefundable and payable for each person as identified in the Partner Portal that are appropriately reconciled by the Client.

(e) IDF shall have the right to increase the Benefit Group Fees on or after the first anniversary of the Effective Date by providing Client with written notice at least ninety (90) days prior to the effective date of the increase.

(f) IDF shall be entitled to cancel or suspend memberships to the extent that any applicable payment is sixty (60) days past due.

3. **Payment Terms:**

Client shall pay IDF, within thirty (30) days of receipt of the related invoice.

4. **Exclusivity:**

During the Term of this Benefit Agreement, Client agrees that IDF shall be Client's exclusive provider of Identity, Privacy and Credit Protection Services described in the Benefit Package above.

5. **Confidential Information:**

(a) Each party may receive information concerning the other party, its employees or agents which is non-public, confidential or proprietary, whether or not labelled as confidential, and whether or not written, electronic, oral or in any other medium (“**Confidential Information**”). The receiving party agrees that the Confidential Information shall be used solely for performing its obligations under this Benefit Agreement and agrees not to disclose, sell, provide, exchange or otherwise disclose the Confidential Information of the disclosing party to third parties without the disclosing party's prior written consent; provided, however, that the receiving party may disclose such Confidential Information to employees who need to know the Confidential Information to assist the receiving party in performing its obligations under this Benefit Agreement or if compelled by law, regulation, or administrative rule, so long as the receiving party provides the disclosing party with reasonable advance notice of such compelled disclosure and discloses Confidential Information only to the extent legally compelled.

(b) The nondisclosure obligations set forth in Section 5(a) shall not apply to any Confidential Information that the receiving party can demonstrate by written proof: (i) was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure by the disclosing party; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving party; (iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving party in breach of this Benefit Agreement; (iv) was disclosed to the receiving party by a third party who has a legal right to make such disclosure; or (v) was independently discovered or developed by the receiving party without the aid, application or use of the disclosing party's Confidential Information.

(c) The parties intend that the information shared pursuant to this Benefit Agreement shall not include personally identifiable information (“**PII**”) such as health information, social security numbers, home addresses, personal phone number, date of birth, credit card numbers or driver's license numbers. This information specifically excludes the specific information that will be disclosed as set forth in the Member File as described in this Benefit Agreement. In the event a party becomes aware that any PII is inadvertently shared, the receiving party shall notify the

disclosing party in writing and shall return or destroy such information. The receiving party shall not be liable to the disclosing party for any liability related to the inadvertent disclosure, whether or not the receiving party was aware of such inadvertent disclosure.

6. **Governing Law; Dispute Resolution:**

This Benefit Agreement and all disputes arising out of or related to this Benefit Agreement or any breach hereof shall be governed by and construed under the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law principles that would require the application of the laws of a different state. Any disputed matter between the parties or any of their respective successors and assigns under or related to this Benefit Agreement shall be governed exclusively and finally by arbitration. Such arbitration shall be conducted by the American Arbitration Association (“AAA”) in the Commonwealth of Massachusetts, County of Middlesex, and shall be initiated and conducted in accordance with the Commercial Arbitration Rules of the AAA, as such rules shall be in effect on the date of a delivery of a demand for arbitration (“Demand”), except to the extent that such rules are inconsistent with the provisions set forth herein. The arbitration shall be conducted by a single arbitrator (the “Arbitrator”) to be mutually selected by, and agreeable to, the parties. If the parties are unable to agree on the Arbitrator within forty-five (45) days of the date of a Demand, then the parties agree that an Arbitrator shall be designated by the AAA. In any event, the Arbitrator shall be independent and without any economic or financial interest of any kind in the outcome of the arbitration. Any award by the Arbitrator shall be accompanied by a written opinion setting forth the findings of fact and conclusions of law relied upon in reaching the decision. The award rendered by the Arbitrator shall be final, binding and non-appealable, and judgment upon such award may be entered by any court of competent jurisdiction. Each party shall pay the fees of its own attorneys, expenses of witnesses and all other expenses and costs in connection with the presentation of such party's case. The remaining costs of the arbitration, including without limitation, fees of the Arbitrator, costs of records or transcripts and administrative fees shall be borne equally by the parties. Notwithstanding the foregoing, the Arbitrator may modify the allocation of such costs and fees in those cases where fairness dictates a different allocation of costs between the parties and an award of attorneys' fees to the prevailing party as determined by the Arbitrator.

7. **Independent Contractor:**

No provision of this Benefit Agreement is intended to create or shall be deemed to create any relationship between the parties other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Benefit Agreement. Neither the parties, nor any of their respective employees, shall be construed to be the agent, employee or representative of the other, nor does either party have an express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

8. **Assignment:**

No assignment of this Benefit Agreement by IDF shall be valid without obtaining the written consent of Client, which consent shall not be unreasonably withheld, conditioned or delayed;

provided that IDF may assign this Benefit Agreement without consent in connection with a sale of substantially all of its assets or stock or in connection with a merger, consolidation or other similar recapitalization or reorganization of IDF.

9. **Term:**

This Benefit Agreement commences on the Effective Date and shall continue in effect for three (3) years (the “**Initial Term**”) and shall automatically renew thereafter for successive one (1) year terms (each, a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”), unless either party provides the other party with written notice of non-renewal at least ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term, as applicable.

10. **Termination:**

(a) Either party may terminate this Benefit Agreement by giving the other party thirty (30) days prior written notice if the other party is in material breach of this Benefit Agreement and such breach has not been cured within thirty (30) days of receipt of such notice.

(b) Upon termination of this Benefit Agreement or upon the expiration of the Term, (i) each party shall return to the other party the originals and copies of all instruments and tangible Confidential Information provided by the other party, (ii) Client shall cease to use any IDF trademark, logo or trademark or trade name.

11. **Severability:**

If any provision of this Benefit Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

12. **Non-Waiver:**

The failure of either party to exercise any of its rights under this Benefit Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

13. **Modification:**

This Benefit Agreement may be amended at any time upon mutual agreement in writing of the parties.

14. **Non-Discrimination:**

In fulfilling the obligations contained in this Benefit Agreement, IDF and all those under the direction of IDF involved in the performance of this contract will not unlawfully discriminate against any individual on the basis of race, creed, color, national or ethnic origin, religion, sexual

orientation, sex or disability status, such as a disabled veteran, or veteran of the Vietnam era, and will comply with all non-discriminatory laws and use commercially reasonable efforts to comply with all policies that Client promulgates to which Client is subject and which are generally applicable to third parties with whom Client does business. Client shall provide IDF with a copy of any policies promulgated by Client in advance of such policies becoming effective.

15. **Entire Agreement:**

This Benefit Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in accord with Section 13.

16. **Permits:**

IDF shall comply with all laws and regulations of the municipal, county, state or federal agencies which now or may hereafter have jurisdiction over IDF's services and which are applicable to the obligations of IDF pursuant to this Benefit Agreement. IDF shall, at no cost to Client, obtain all necessary permits and licenses required by any federal, state or local law required for IDF to perform its obligations pursuant to this Benefit Agreement.

17. **Use of Name:**

Neither party may use the other party's name or mark in any publications or public relations announcements without the prior written consent of that other party.

18. **Notice:**

Any notice or other communication required or permitted to be given under this Benefit Agreement shall be sufficient if in writing and shall be considered given when mailed by registered or certified mail, return receipt requested, postage prepaid, to the parties at the following addresses (or at such other address as a party may specify by notice hereunder):

To Client:

Attn: _____

To the Company:

IdentityForce, Inc.
111 Speen Street, Suite 304
Framingham, MA 01701
Attn: Steven Bearak

19. **Construction:**

The captions contained in this Benefit Agreement are for the convenience of the parties and shall not be construed or interpreted to limit or otherwise define the scope of this Benefit Agreement.

20. **Counterparts:**

This Benefit Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, such counterparts to constitute but one and the same agreement.

21. **Attorneys' Fees:**

In the event of any dispute arising out of this Benefit Agreement, the prevailing party shall be entitled to recover all of its costs, fees and reasonable attorney's fees incurred.

22. **Indemnification:**

Each party (the “**Indemnifying Party**”) agrees to indemnify and hold harmless the other party, its officers, directors, shareholders, employees or agents (the “**Indemnified Parties**”) from any and all liabilities, losses, damages, claims, suits, judgments, costs and expenses (including reasonable attorneys' fees and costs of any investigation or action related thereto) suffered or incurred by the Indemnified Parties arising from a third party claim (i) as a result of the Indemnifying Party's performance under or breach of this Benefit Agreement; or (ii) from the breach of any representation or warranty made herein by the Indemnifying Party. Client acknowledges and agrees: (A) that the Michigan Chamber of Commerce and Michigan Chamber Services, Inc. have only marketed or promoted the services and products of IDF, (B) that the Michigan Chamber of Commerce and Michigan Chamber Services, Inc. shall have no liability or responsibility for the performance or non-performance of such products or services of IDF, or any other liability relating to such products or services of IDF, and (C) that Client forever waives and releases the Michigan Chamber of Commerce and Michigan Chamber Services, Inc. from any and all liability with respect to IDF, the use or performance of its products, services, and its actions or inactions. The Michigan Chamber of Commerce and Michigan Chamber Services, Inc. shall be intended third party beneficiaries of the foregoing provisions.

23. **Limitations on Liability:**

Except for any breach of Section 5 (Confidential Information), in no event will a party be liable to the other for indirect, incidental, consequential, punitive, special or exemplary damages (even if that party has been advised of the possibility of such damages), arising from performance under or failure of performance of any provision of this Benefit Agreement (including such damages incurred by third parties), such as, but not limited to, loss of revenue or anticipated profits or lost business, unless such breach is as a result of gross negligence or willful misconduct. Further, in no event will IDF be liable for any liability or damages arising or resulting from (i) any breach of this Benefit Agreement by Client, including but not limited to nonpayment or provision of marketing or other materials not provided or approved by IDF, or (ii) the action, inaction or

negligence of any third party storing or providing information to IDF for purposes of its performance of this Benefit Agreement. IN NO EVENT SHALL IDF'S AGGREGATE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS BENEFIT AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE FEES CLIENT PAID TO IDF DURING THE PRECEDING 12-MONTH PERIOD UNDER THIS BENEFIT AGREEMENT.

24. **Representations and Warranties:**

Each party hereby represents and warrants that, to the extent applicable, its performance under the Benefit Agreement will not violate any federal or state law or governmental regulation, including without limitation the Children's Online Privacy Protection Act (COPPA), the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM), the Gramm-Leach-Bliley Act (GLB), the Uniform Computer Information Transactions Act (UCITA), the Uniform Electronic Transactions Act (UETA), the Electronic Signatures In Global And National Commerce Act (E-Sign), the Digital Millennium Copyright Act (DMCA), the Telemarketing Sales Rule (TSR), and The Telephone Consumer Protection Act (TCPA), and any federal or state laws, rules, or regulations applicable to the area of marketing, advertising, telemarketing and sales.

IN WITNESS WHEREOF, each of the parties has caused this Benefit Agreement to be executed on its behalf by its duly authorized officers as of the Effective Date.

IDENTITYFORCE, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**EXHIBIT A
BENEFIT GROUP PACKAGE**

Category	Feature	UltraSecure ID	UltraSecure Plus	UltraSecure Premium
IDENTITY PROTECTION	Advanced Fraud Monitoring		✓	✓
	Bank Transaction Alerts		✓	✓
	Credit Card Transaction Alerts		✓	✓
	Change of Address	✓	✓	✓
	Court Records		✓	✓
	DARK WEB MONITORING			
	Address Monitoring	✓	✓	✓
	Bank Account Number Monitoring	✓	✓	✓
	Credit Card Account Number Monitoring	✓	✓	✓
	Debit Card Account Number Monitoring	✓	✓	✓
	Driver's License Monitoring	✓	✓	✓
	eMail Monitoring	✓	✓	✓
	Medical Insurance ID Monitoring	✓	✓	✓
	Passport Number Monitoring	✓	✓	✓
	Phone Number Monitoring	✓	✓	✓
	Social Security Number Monitoring	✓	✓	✓
	Fraud Alert Reminders		✓	✓
	Identity Threat Alerts	✓	✓	✓
	Junk Mail Opt-Out	✓	✓	✓
	Medical ID Fraud Protection	✓	✓	✓
	Mobile App	✓	✓	✓
	PC Anti-Phishing & Keylogging Tools			✓
	Pay Day Loan Monitoring			✓
	Sex Offender Registry Monitoring			✓
	Smart SSN Tracker	✓	✓	✓
	SOCIAL MEDIA IDENTITY MONITORING	✓	✓	✓
	Inappropriate Activity Monitoring	✓	✓	✓
	Hacked Account Monitoring	✓	✓	✓
	Impersonation Account Monitoring	✓	✓	✓
	Scams, Malware & Phishing Monitoring	✓	✓	✓
Two-Factor Authentication	✓	✓	✓	
CREDIT	Credit Report Monitoring		1B	3B
	Credit Report & Score		1B Quarterly	3B Quarterly
	Credit Score Simulator			✓

	Credit Score Tracker			Monthly
RECOVER	Lost Wallet Protection	✓	✓	✓
	24/7 U.S.-based Customer Support	✓	✓	✓
	Fully Managed Identity Restoration	✓	✓	✓
	Restoration for Pre-existing Conditions	✓	✓	✓
	\$1M Identity Theft Insurance	✓	✓	✓
	Stolen Funds Reimbursement	✓	✓	✓
	Medical Identity Theft Rider	✓	✓	✓

**EXHIBIT B
BENEFIT GROUP FEE**

Plan Cost (Per person per month)	UltraSecure ID	UltraSecure Plus	UltraSecure Premium
Employer Paid - Includes Employee and Unlimited Children (children are free)	\$2.98	\$4.66	\$8.86
Voluntary - Employee - Includes Employee and Unlimited Children (children are free)	\$4.98	\$7.76	\$14.76
Voluntary - Family - Includes Employee, Spouse and Unlimited Children (children are free)	\$8.98	\$13.76	\$25.76

Children are defined as dependents under the age of 26