INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into as of _____ , 20____ (the "Effective Date") by and between Dillon Health, LLC., dba Dillon Insurance Services ("Company"), and _____ ("Contractor"), who agree as follows:

1. Recitals.

(a) Contractor is a licensed broker in the health insurance business; Contractor represents that it holds all necessary licenses, permits, and approvals to provide the services described in this Agreement in compliance with the requirements of applicable law.

(b) Company is a consultant to The ABC Nevada Chapter Benefit Trust Fund (the "Trust"); all brokers involved in the sale of Trust products must be engaged and approved by Company. Company desires to engage Contractor to act as a designated agent and participating broker for the Company, specifically for the sale of Trust products, and Contractor desires to be engaged by Company to act as a designated agent and participating broker for the Company, specifically for the sale of Trust products, in accordance with the terms and provisions as set forth in this Agreement.

(c) Contractor has, or will acquire at Contractor's own cost and expense, all necessary equipment and support to provide the services to Company in accordance with this Agreement. If Contractor requires the assistance of additional parties, Contractor shall hire and pay at Contractor's cost all assistants or employees as may be necessary for Contractor to provide the services to Company pursuant to this Agreement. Neither Contractor nor any parties hired by Contractor in connection with the provision of services to Company shall be deemed to be employees of Company for any purposes.

2. Term. This Agreement shall commence on the Effective Date, and shall continue until terminated by either party by written notice to the other. Either party may terminate this Agreement at any time, for any reason or for no reason, with or without cause, effective immediately or effective upon such other date as may be set forth in the written notice of termination.

3. Services to be Rendered. Contractor shall act in the capacity of a designated agent and participating broker for the Company, in accordance with the rules, requirements, and regulations of the Trust, the provisions of applicable law, the terms and provisions of this Agreement, and such additional instructions, directions, or requirements as may be imposed by Company from time to time. Contractor shall perform the services required by this Agreement diligently, and shall use its best efforts to ensure that the services are satisfactorily and competently rendered. Contractor shall maintain the highest ethical and professional standards.

(a) Contractor shall (i) carry errors and omissions insurance, and such other insurance as may be required by Company and by the Trust from time to time, in such limits and including such coverages and endorsements as may be required by Company and by the Trust from time to time, and (ii) maintain all necessary licenses to conduct business within the state or states where Contractor provides services, and maintain such other licenses or permits as may be required by Company from time to time. Contractor shall submit to Company evidence of all required insurance and licensing on an annual basis or at such other time or times as may be required by Company. The current Trust requirements for errors and omissions insurance are set forth in Exhibit "A" attached hereto. Company and the Trust may modify the errors and omissions insurance requirements at any time.

(b) All client groups, purchaser groups, or other potential buyers of insurance to be presented to the Trust in an application for acquisition of insurance ("Participating Employer Groups") must be approved in advance by Company; Contractor shall not have the right to represent any Participating Employer Group in matters involving the Trust unless and until Company grants "broker of record" status to Contractor with respect to the Participating Employer Group. All decisions with regard to the approval of Participating Employer Groups and the granting of "broker of record" status shall be made by Company in Company's sole discretion. Company may at any time by notice to Contractor revoke Company's approval of any Participating Employer Group and/or revoke Contractor's status as "broker of record" with regard to any Participating Employer Group or Participating Employer Groups, with or without cause, for any reason or for no reason. Contractor shall not under any circumstances represent or attempt to represent any Participating Employer Group in connection with matters involving the Trust unless the Participating Employer Group has been approved by Company and Contractor is at that time the "broker of record" designated by Company for the Participating Employer Group.

(c) Contractor understands that Company has numerous other independent contractor relationships with other brokers who are under contract with Company and who represent various client groups pursuant to "broker of record" authority granted by Company with respect to Trust insurance matters. For purposes of this Agreement, any person, broker, entity, or organization which has been granted "broker of record" status by Company with regard to the acquisition of insurance products from the Trust shall be referred to as a "Trust Broker." With the exception of Participating Employer Groups with respect to which Company has granted Contractor "broker of record" status, Contractor shall not at any time, directly or indirectly, (i) solicit or attempt to represent in any capacity any then existing clients of any Trust Broker, (ii) solicit or attempt to represent in any capacity any Participating Employer Group who is at that time a purchaser of any insurance product or products from the Trust, or (iii) acquire or attempt to acquire an agency appointment or "broker of record" status with regard to any Participating Employer Group who is at that time a purchaser of any insurance product or products from the Trust, or who is at that time a client of any Trust Broker. Contractor understands that Company will deny any request by Contractor for "broker of record" status with regard to any then existing purchaser of any insurance product or products from the Trust or any then existing client of any Trust Broker. Subject to the limitations as set forth in this Agreement, Contractor may at any time and all times during the term of this Agreement represent Participating Employer Groups and additional clients in connection with the acquisition of insurance and other products from parties other than the Trust, provide services to such other persons or companies as Contractor may desire, and engage in such other businesses or activities as Contractor may desire.

(d) Contractor shall not assign Contractor's duties or obligations under this Agreement to any other party, and Contractor shall not assign Contractor's right to compensation under this Agreement to other party. Contractor shall at all times retain the duties and obligations of "Contractor" under this Agreement; subject to these limitations, Contractor may perform the services as required by this Agreement through employees or other parties who are acting for and on behalf of Contractor.

(e) Upon the termination of this Agreement, Contractor shall immediately return to Company all materials, records, and information relating to the Trust, the operation of the business of the Trust, Trust Brokers, Participating Employer Groups, and other information of any kind relating to the business of Company or the Trust (collectively, "Proprietary Information"), in all formats, hard copy and electronic; Contractor shall not retain any copies of any Proprietary Information in any format, and shall not thereafter use any Proprietary Information for any purpose or purposes.

(f) The terms and provisions of this Agreement, and the Proprietary Information, are confidential. During the term of this Agreement and thereafter, Contractor shall not use or disclose any of such information for any reason or to any person or entity, except to the extent reasonably necessary to perform the services as required by this Agreement.

4. Compensation. As compensation for the services to be provided by Contractor to Company, Trust shall make payment to Contractor in accordance with the provisions as set forth on Exhibit "B" attached hereto.

5. Status of Contractor.

(a) Company has retained the services of Contractor as an independent contractor; this Agreement shall not be interpreted or construed in any way as creating a relationship between the parties other than that of a party engaging the services of an independent contractor. In providing the services to Company in accordance with this Agreement, Contractor is, and shall at all times be, acting and performing as an independent contractor. Contractor shall be solely responsible for the manner in which the services are provided, and shall be responsible for providing the necessary equipment, and for the payment of wages, insurance, and benefits to any employees, assistants, or other parties who may be retained by Contractor to assist Contractor in any way. Contractor shall not be treated as an employee of Company for any purposes, including without limitation employee benefits, unemployment taxes, worker's compensation insurance and/or laws, income tax withholding, and other payroll withholding. Contractor shall make payment in full of all taxes and other sums which may be payable to local, state, or federal taxing or regulatory authorities in connection with compensation paid by Trust to Contractor. Contractor shall be solely responsible for complying with all applicable state and federal laws governing businesses and/or self-employed individuals, including without limitation obligations for the payment of taxes, social security, disability, and other contributions or payments based upon fees paid to Contractor pursuant to this Agreement or otherwise.

(b) Contractor shall not be entitled to participate in any employee benefits or benefit plans maintained by Company for the benefit of its employees. Additionally, Company shall not provide Contractor with an office, secretarial assistance, administrative assistance, office or business supplies, or other support or assistance of any kind. Contractor acknowledges and agrees that Contractor shall not have any claim under this Agreement or otherwise against Company for vacation pay, sick leave, retirement benefits, social security, worker's compensation, disability, employee insurance benefits, or any other employee benefits of any kind or nature.

(c) Trust shall not withhold any amounts from the compensation to be paid by Trust to Contractor pursuant to this Agreement, and Trust shall not satisfy any tax liability of Contractor and/or Contractor's employees. Contractor shall be solely responsible for the payment of any and all state and federal income taxes, social security, worker's compensation, and/or any other amounts owed by Contractor to any governmental bureau or agency. Upon request, Contractor shall provide Trust with proof of timely payment. Contractor shall indemnify, defend by legal counsel of Trust's choice, and hold Trust and its owners, members, managers, officers, agents, and employees (collectively, "Trust Indemnitees") harmless from and against any and all claims, costs, losses, liabilities, fees, demands, fines, penalties, interest, damages, actions, or causes of action of any kind, including without limitation reasonable attorney's fees (collectively, "Claims"), suffered or incurred by Trust resulting from Contractor's failure to make payment of taxes or other obligations of any kind which may be owed by Contractor to any governmental bureau or agency.

6. Expenses. Company shall not be liable or responsible for any expenses or other obligations incurred by Contractor in connection with this Agreement, with the exception of expenses (if any) authorized in writing by Company in advance.

7. Indemnification. Contractor shall indemnify, defend by legal counsel of Company's choice, and hold Company and all Company Indemnitees harmless from and against any and all Claims suffered or incurred by Company at any time resulting from, arising from, or otherwise relating to the performance of the services under this Agreement by Contractor and its agents and employees, to the fullest extent allowed by applicable law, including without limitation Claims by the Trust, Trust Brokers, Participating Employer Groups, governmental organizations or entities, or any other parties. The provisions of this paragraph shall survive the expiration or termination of this Agreement, and shall include without limitation any and all Claims by any employee or former employee of Contractor, and Contractor hereby waives all immunity and limitation on liability under any industrial insurance act, workers compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of any Claims. Contractor acknowledges that the provisions of this paragraph were a material part of the consideration to Company for entering into this Agreement.

8. General Provisions.

(a) Captions. The captions in this Agreement are solely for the convenience of the parties. The captions shall not be construed as being part of this Agreement, and shall not be used in the interpretation hereof.

(b) Governing Law. All questions with respect to the interpretation of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of California.

(c) Final Agreement. This Agreement memorializes and constitutes the final expression and the complete and exclusive statement of agreement and understanding between the parties with regard to the matters set forth herein; it supersedes and replaces all prior negotiations, proposed agreements, and agreements with regard to the matters set forth herein, whether written or unwritten. Each of the parties to this Agreement acknowledges that it has not executed this Agreement in reliance upon any promise, representation, statement, or warranty whatsoever, expressed or implied, which is not expressly contained in this Agreement, and that it has not executed this Agreement in reliance upon any belief as to any fact not expressly recited herein.

(d) Enforceability. Each covenant, provision, paragraph, and subparagraph of this Agreement is hereby declared to be separate and distinct; accordingly, if any covenant, provision, paragraph, or subparagraph of this Agreement is determined to be void or unenforceable in whole or in part, that covenant, provision, paragraph, or subparagraph shall be deemed valid to the extent of the scope or breadth permitted by law, and the covenant, provision, paragraph, or subparagraph shall not be deemed to effect or impair the validity of any other covenant, provision, paragraph, or subparagraph of this Agreement.

(e) Attorneys' Fees. In the event litigation, mediation, or arbitration is commenced to enforce or construe any of the provisions of this Agreement, to recover damages for breach of any of the provisions of this Agreement, or to obtain equitable or declaratory relief in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees. In the event this Agreement is asserted, in any litigation, mediation, or arbitration, as a defense to any liability, claims, demands, actions, causes of action, or rights herein released

or discharged, the prevailing party on the issue of that defense shall be entitled to recover from the other party reasonable attorneys' fees.

(f) Counterparts. This Agreement may be executed in counterparts and as executed shall constitute one agreement, binding on all parties, even though all parties do not sign the original or the same counterpart.

(g) Amendment. This Agreement may be amended only by a written agreement executed by the parties.

(h) Arms Length Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party has been given the opportunity to consult with experienced and knowledgeable legal counsel. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

(i) Exhibits. Exhibits "A" and "B" attached hereto are incorporated herein by this reference.

Dillon Health, LLC., dba Dillon Insurance Services 329 Flint Street Reno, NV 89501	CONTRACTOR _____ _____ _____
By: _____	By: _____
Date: _____, 20____	Date: _____, 20____

EXHIBIT "A"

Trust Requirements – Errors and Omissions Insurance

The Contractor will provide and maintain at its own expense a policy of liability insurance insuring against claims based on alleged errors and omissions by the Contractor in the performance of their responsibilities, in an amount not less than $1,000,000. Said policy will be maintained for the term of this Agreement provided that, if the policy is a "claims made" policy, the Contractors will maintain the policy for an additional three (3) years beyond the termination of this Agreement.

Also, if the policy is a "claims made" policy, the policy will contain a twelve- month "extended coverage" provision stating that if the policy is canceled, the carrier will nonetheless indemnify against claims made during the extended coverage period based on acts committed during the last policy period.

The Contractor will be released from the commitment to maintain a "claims made" policy for three (3) years beyond the termination of this Agreement if, during that period, the carrier should cancel the policy or subject the Contractor to a material increase in the premiums causing the Contractor to cancel the policy.

Upon request, the Contractor will furnish the Trust with a copy of the policy and will furnish annual certificates, from their insurance brokers, indicating that the premiums have been paid and describing any claims that may have been made against the policy. The Contractor will also promptly notify the Trust of the receipt by it of any notice of cancellation of the policy.

EXHIBIT "B"

Compensation to Contractor

During the period of time that Contractor is the "broker of record" as designated by Company with respect to a Participating Employer Group, for purposes of this Agreement the Participating Employer Group shall be referred to as a "Contractor's Participating Employer Group." When a Contractor's Participating Employer Group acquires an insurance product through the Trust, the Trust will arrange for the acquisition of the insurance product from a third party insurance carrier (the "Insurer"). Once the insurance product is acquired by the Trust from the Insurer, the Contractor's Participating Employer Group will thereafter make periodic payments to the Trust consisting of (i) actual or estimated contributions to be paid by the Trust to the Insurer, and (ii) administrative fees payable to the Trust. The compensation payable by Trust to Contractor pursuant to this Agreement shall be determined based upon the contributions actually remitted by the Trust to Insurers from time to time with respect to Contractor's Participating Employer Groups. For purposes of this Agreement, the "Compensation Base" for Contractor shall be that portion of the contributions remitted by the Trust to Insurers from time to time with respect to Contractor's Participating Employer Groups which satisfy all three of the following requirements: (i) the contributions are remitted by the Trust to Insurers during the term of this Agreement, (ii) the contributions relate to the sale of insurance to a Contractor's Participating Employer Group for which Contractor was the "broker of record" as designated by Company at the time the sale was made, and (iii) the contributions relate to a Contractor's Participating Employer Group for which Contractor was the "broker of record" as designated by Company on the date the Trust remits the contributions to the Insurer.

Trust shall pay to Contractor as compensation for the services of Contractor pursuant to this Agreement, five percent (5%) of the Compensation Base remitted by the Trust to Insurers from time to time (the "Contractor Compensation"). The Contractor Compensation shall be payable by Trust to Contractor once a month during the term of this Agreement, on such payment date or dates as Trust may deem to be appropriate, and shall be calculated and paid based upon the Compensation Base. Contractor understands that the Contractor Compensation under this Agreement is based solely upon that portion of the contributions remitted by the Trust to Insurers during the term of this Agreement which qualify as "Compensation Base" as defined above; Contractor further understands that Contractor does not earn compensation based upon the date sales occur, based upon the period of time during which contributions may be payable by a Participating Employer Group to the Trust and/or by the Trust to Insurers, or based upon any other factors other than the Compensation Base as defined above. Contractor shall not be entitled to any compensation with respect to funds received by the Trust and/or remitted by the Trust to Insurers which do not qualify as Compensation Base for purposes of this Agreement, without regard to the role of Contractor in the sale of the policy of insurance which is the basis for the payments from the Participating Employer Group to the Trust.

Contractor shall not be eligible to earn, and shall not be deemed to have earned, any compensation under this Agreement with respect to (i) any contributions remitted by the Trust to Insurers prior to the Effective Date of this Agreement (ii) any contributions remitted by the Trust to Insurers subsequent to the date of termination of this Agreement (iii) any contributions remitted by the Trust to Insurers with respect to a Participating Employer Group prior to the date Contractor was designated by Company as the "broker of record" with respect to that Participating Employer Group, or (iv) any contributions remitted by the Trust to Insurers with respect to a Participating Employer Group subsequent to the date that Contractor was removed by Company from the status as "broker of record" with respect to that Participating Employer Group.