

AFFILIATE AGREEMENT (NON-COMPENSATION)

THIS AFFILIATE AGREEMENT ("**Agreement**"), effective on application submission date (the "**Effective Date**"), is entered by and between Zion Health, Inc., a Utah non-profit corporation ("**Zion Health**"), and the submitting "**Affiliate**" ("**Affiliate**").

BACKGROUND: WHEREAS, Zion Health is engaged in the business of providing healthcare cost sharing services to its members (collectively, the "**Zion Health Business**"). Zion Health has agreed to affiliation, and Affiliates are encouraged to share, promote or distribute information about services offered by Zion Health using approved materials & logos.

AGREEMENT: Zion Health and Affiliate now desire to enter into this Agreement. Affiliate agrees to use their assigned affiliate link to provide educational information including special pricing (available for Direct Primary Care Organizations only) for their existing and future members.

THEREFORE, in consideration of the mutual covenants, the parties hereto hereby agree as follows:

1. **APPOINTMENT OF AFFILIATE & DURATION.** Zion Health hereby agrees to Affiliate's request to become a registered affiliate as indicated in the submission of this application, for the purposes of sharing, promoting and distributing information or otherwise share Zion Health membership, for the period beginning on the commencement date indicated as agreed (the "**Commencement Date**"), and ending 3 years post submission date or as extended by mutual agreement of the parties (such period, the "**Term**").
2. **Affiliate Status.** For purposes of this Agreement, Affiliate shall be independent and not the servant, employee, partner, officer, manager, or joint venture of Zion Health and, in conformity therewith, Affiliate shall retain sole and absolute discretion and judgment in the manner and means of carrying out his/her/its activities.
3. **Proprietary Information.** Affiliate warrants and represents to Zion Health that such intellectual property shall not be given to any third party that will use such intellectual property for marketing, promotional, or similar purposes (including, without limitation, any person who offers healthcare cost sharing services).
4. **Termination.** Zion Health or Affiliate may terminate Affiliate's relationship with Zion Health under this Agreement at any time and for any or no reason without notice.
5. **Covenant-Not-to-Divulge Confidential Information.** Affiliate acknowledges and agrees that Zion Health and its affiliates are entitled to prevent the disclosure of Confidential Information. Affiliate agrees that during his/her/its association with Zion Health and at all times thereafter he/she/it shall hold the Confidential Information in strict confidence and shall not disclose or allow to be disclosed the Confidential Information to any person, firm, corporation or entity, other than to persons engaged by Zion Health or its affiliates to further the Zion Health Business and the business of its affiliates, and that he/she/it shall not use the Confidential Information except in the pursuit of the business of Zion Health and its affiliates, without the prior written consent of Zion Health, including in all cases Confidential Information developed by Affiliate.
6. **Affiliate Link.** In the event of any termination or cessation of this Agreement for any reason whatsoever, Affiliate link shall be terminated.
7. **NOTICES.** Any notice sent to the parties hereunder shall be addressed to the address indicated on file.
8. **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations, written or oral, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement to be effective on submission date.