

# Mineral Advantage Program Agreement

This Mineral Advantage Program Agreement ("MAP Agreement") is entered into between Mineral, Inc. ("Mineral") and ("Partner"), and is effective on \_\_\_\_\_ ("MAP Effective Date").

WHEREAS, the Parties entered into the Agreement on \_\_\_\_\_ (the "Agreement")

WHEREAS, Mineral desires to offer, and Partner desires to opt into, if eligible, the Mineral Advantage Program as outlined in this MAP Agreement.

NOW THEREFORE, the parties hereby agree, for good and valuable consideration, to the following terms and conditions:

1. **Program.** If Partner is eligible, and remains eligible during the Term, Mineral shall provide Partner with:
  - a. Up to a \$0.30 per covered employee per month (PCEPM) credit to Partner if and when a client of Partner signs with a Mineral partnered health insurer ("Mineral Advantage Health Insurer") during the Mineral Advantage Credit Period (defined below) ("Client Sign Up"). The Mineral Advantage Credit will be calculated based on how many clients were paid for by the Mineral Advantage Health Insurer partner during the Mineral Advantage Credit Period (defined below); or
  - b. A credit towards Partner's next invoice based on 15% of the direct-to-client premium sale invoice (collectively referred to as "Mineral Advantage Credit").
    - i. If a Client that has purchased a premium product also receives that same premium product under a Mineral Advantage Health Insurer partner, then Partner shall only be entitled to receive the \$0.30 PCEPM credit for that Client Sign Up pursuant to Section 1(a). Partner will not be entitled or eligible to receive both types of credits for the same premium product at the same time.
    - ii. If a Client that has signed with a Mineral Advantage Health Insurer during the Mineral Advantage Credit Period pursuant to Section 1(a), subsequently purchases a new premium product that is not included in the respective Mineral Advantage Health Insurer package, then Partner shall also be entitled and eligible for the 15% credit pursuant to Section 3(b) for that premium product sale only. For clarity purposes, this Section 1(b)(ii) is the only and exclusive way that Partner may be entitled to receive both types of Mineral Advantage Credit.
    - iii. Mineral reserves the right to limit the aggregate or monthly Mineral Advantage Credit with prior written notice to Partner.
2. **Exclusivity.** If Partner is already a participant of Mineral's broker credit program or similar program, then Partner agrees that by entering into this MAP Agreement, the current broker credit program or similar program is rendered void, unenforceable and is hereby superseded by this MAP Agreement. Partner shall not be eligible to participate in more than one credit or discount offering with Mineral at a time. Mineral reserves its right to exclude other sponsors from the Mineral Advantage Credit.
3. **Effect on Agreement Term.**
  - a. The Partner also agrees that the MAP Effective Date shall become the new Effective Date under the Agreement, in the case they are different, and the Agreement shall continue for a minimum two (2) year term commencing on the MAP Effective Date ("Agreement Term").
  - b. Upon the MAP Effective Date, if Partner is still eligible, then all credits due and owed under a prior credit program shall become due and credited upon the first business day of the month following the MAP Effective Date.
4. **Calculation and Application.**
  - a. **Calculation.** If eligible, the Mineral Advantage Credit will be calculated (not applied): (a) monthly for every twelve (12) month period commencing on the Effective Date of this Agreement; or (b) monthly upon a renewal of the Agreement for the preceding twelve (12) calendar months (each of (a) and (a), the "Mineral Advantage Credit Period"). The Mineral Advantage Credit shall be calculated based on the lesser of the revenue recognized or cash actually received by Mineral in the preceding twelve (12) calendar months, for the specific Client to generate a qualifying credit.
  - b. **Application.** If eligible, the Mineral Advantage Credit shall be applied to or credited to Partner on the calendar month following the end of the respective Mineral Advantage Credit Period, so long as the Agreement is in effect between the Parties and Partner remains an Eligible Partner (defined below).
5. **Program Eligibility.** An "Eligible Partner" means a:
  - a. Current Partner contracted with Mineral under the Agreement or another Mineral contract, in each case on the Company's current agreement;

- b. Partner is in good standing with Mineral, which includes, without limitation, no unpaid or outstanding invoices, payments, delinquencies, and/or pending or threatened disputes;
- c. Partner's Client has completed a Qualifying Engagement Event during the Mineral Advantage Credit Period.
  - i. For purposes of this Agreement, a "Qualifying Engagement Event" occurs if and when one or more employees of Partner's Client has logged into and/or taken action in the Mineral Platform or submitted a case with Mineral HR Experts at least once during the Mineral Advantage Credit Period. Qualifying Engagement Event does not include any engagement or activity done by Partner on behalf of the Client.
- d. Partner's Agreement does not preclude Mineral from directly communicating with, selling and/or marketing Mineral products and/or services to Partner's Clients during the Term of the Agreement, including any applicable renewal terms; and
- e. The Client has accepted Mineral's Terms of Service and Privacy Policy, as amended from time-to-time.

**6. Exclusions and Reservations of Rights.**

- a. Mineral reserves the right to exclude partners, brokers and/or sponsors in its sole and reasonable discretion, and the eligibility requirements and/or calculations for the Mineral Advantage Credit are subject to change in Mineral's sole discretion without notice.
- b. Partner shall only be eligible for the Mineral Advantage Credit for Clients that have a contractual relationship with Partner. In the event that a client terminates their contractual relationship with Partner after a Client Sign-Up, Partner shall not be eligible for any Mineral Advantage Credits after the termination date.

**7. Representations, Warranties and Covenants.** Partner and/or Eligible Partner represents and warrants that (a) it is a duly organized company in good standing, the Broker on Record of the eligible Client, and a licensed broker in the United States; (b) it is in full and complete compliance with all applicable state and federal laws, regulations, statutes and rules, and covenants that it shall continue to be in compliance of such applicable rules, laws, regulations and statutes during the Term and any renewal term of the Agreement and/or this MAP Agreement; (c) it currently does, and shall continue to, comply with all applicable commission disclosure rules, statutes, orders, regulations and laws; (d) there are no current known investigations, audits, lawsuits, threatened lawsuits, demands, fines, fees, penalties, arbitrations, hearings, proceedings or mediations against Partner that would materially affect the Agreement and/or this Agreement; and (e) by entering into this Agreement, it is not in violation or breach of any other material agreement, and any regulation, law, rule, order, judgment, or statute. Breach of this section shall be considered a material breach and may be grounds for immediate termination without liability to Mineral and without limiting Mineral's remedies and relief under law and/or equity. Partner shall provide Mineral immediate written notice of any (a) received government notices, pleadings, demands, legal notices, orders, fines, subpoenas, audit request, penalties and/or fees relating to or materially affecting the Agreement and/or this MAP Agreement; and/or (b) actual, suspected or threatened breach of an agreement, and/or violation of any applicable statute, rule, regulation or law.

**8. Confidentiality.** Partner understands and agrees that all information, materials and/or documents related to or arising from this MAP Agreement, including the existence and substance of this MAP Agreement itself, that Partner Receives shall be considered confidential in nature ("Confidential Information"), unless agreed upon otherwise in writing by Mineral. Partner shall not disclose, license, transfer, convey, share, disseminate, publish, copy, commercialize, exploit and/or sell any of the Confidential Information. Such obligation shall survive the termination, expiration or breach of the MAP Agreement and/or Agreement and shall continue for a minimum of 5 years unless Mineral provides written notice to Partner that such information is no longer confidential in nature or if such information enters the public domain without any breach of this Agreement or any other agreement. Partner shall keep the existence and terms of this Agreement strictly confidential and shall not disclose the existence or terms hereof to any person or entity other than: (a) to its attorneys, accountants, consultants, and other professionals who have obligations (professional or otherwise) to maintain confidentiality of such information, to the extent necessary to obtain their services; (b) to any current employee of Partner on a "need to know" basis, provided that person is bound by obligations of confidentiality at least as restrictive as those set forth herein; or (c) as may otherwise be required by law if and to the extent that Partner promptly notifies Mineral of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

**9. Indemnification.** Partner shall indemnify, defend (at its sole cost and expense) and hold Mineral and its affiliates, employees, officers, directors, shareholders, agents and contractors harmless against all third party claims, damages, liabilities, fines, fees, allegations, penalties, costs and fees (including reasonable attorney's fees and costs) (collectively, "Losses") arising from or relating, whether directly or indirectly, from Partner's (a) gross negligence, fraud and/or willful misconduct; (b) material breach of the Agreement and/or this MAP Agreement; (c) Partner's breach of any representation and/or warranty; or (d) violation or breach of any applicable law, statute, order, regulation or rule, whether state or federal. Partner's indemnification obligation shall survive the termination, breach or expiration of the Agreement and/or this Agreement. Mineral shall have the right, but not the obligation, to defend the Losses using its own legal and/or professional counsel of choice, at the sole expense of Partner. Partner shall not enter into any plea, admission or settlement without Mineral's prior written consent.

10. **Data.** Mineral shall have the right to use, share, store, monitor, copy, distribute, publish, aggregate and/or de-identify data, information, documents and/or material, including Client engagement data and personally identifiable information, (collectively "Data") for (a) internal business purposes; (b) to provide Mineral services and/or products, such as Mineral Intelligence, to Partner's Clients; (c) to Partners, insurers and/or sponsors that are required to have access in order to offer the Mineral Advantage Credit; (d) to provide the Mineral Advantage Program; (e) to fulfill Mineral's business purposes in providing HR and Compliance to such Clients and/or participating partners; and/or (f) to identify Partner's Clients in order to apply the Mineral Advantage Credit. In the event the Data is inaccurate, incomplete, or if Mineral does not have the required consents to use such Data, then Mineral is not obligated to provide the Mineral Advantage Credit.
11. **Reporting and Notice Obligation.** At the end of each Mineral Advantage Credit Period or upon a renewal, Mineral shall report to Partner all Clients sponsored by health insurers contracted with Mineral, and all direct-to-client premiums product sales in order to calculate the applicable Mineral Advantage Credit. Partner shall provide Mineral with immediate written notice when (a) a Client terminates its relationship with Partner; and/or (b) if Partner would like to add a new Client ("Written Update"). Failure to provide Mineral with a Written Update shall effectively waive any and all claims, objections and/or defenses relating to Mineral's report and any respective Mineral Advantage Credit calculation and application.
12. **Term and Termination.** This MAP Agreement shall commence on the MAP Effective Date and continue until the end of the Term of the Agreement, unless terminated earlier pursuant to the Agreement or immediately if Partner is no longer an Eligible Partner. In the event of Partner's breach of any confidentiality, representation and/or warranty or violation of applicable regulation(s), law(s) and/or statute(s), Mineral shall have the non-exclusive right to immediately terminate this Agreement and/or the Agreement without liability to Mineral and with a right to accelerate all payment due under the Agreement and/or this MAP Agreement to be paid in full immediately.
13. **Attorney's Fees and Costs.** Mineral shall be entitled to seek reasonable attorney's fees and costs, including and up through all appeals, in the event of a dispute in which Mineral is deemed the prevailing party by a court of competent jurisdiction or arbitrator.
14. **Equitable Relief.** Nothing in this MAP Agreement shall preclude either party from seeking equitable relief, including without limitation, injunctive relief or specific performance.
15. **Entire Agreement.** This MAP Agreement is the entire agreement between the parties relating to the subject matter herein, and supersedes any agreement or understanding, whether in writing or oral, relating to any other partner credit program rendering it void and unenforceable upon the MAP Effective Date. This MAP Agreement is incorporated into the Agreement by reference, and in the event of any dispute between the language herein and the Agreement, the language herein shall govern.
16. **Assignment.** Partner shall not assign its rights, titles or interests in and to this MAP Agreement, nor shall it delegate its obligations, to a third-party without Mineral's prior written consent. Notwithstanding the above, the rights and obligations shall inure to the benefit of the parties' assignees, heirs and successors.
17. **Waivers.** All waivers must be made in writing signed by the party waiving its rights, objections, defenses or claims.
18. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MINERAL, ITS AFFILIATES, OR THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR DAMAGES FOR PENALTIES, FEES, FINES, CHARGES, DAMAGES ARISING FROM PARTNER'S AND/OR CLIENT'S VIOLATION OF APPLICABLE LAW, LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, SUCH DAMAGES WERE FORESEEABLE, AND/OR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF MINERAL FOR ALL AND ANY CLAIMS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING FROM OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS CREDITED TO PARTNER BY MINERAL UNDER THIS MAP AGREEMENT FOR THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. No action, regardless of form, arising out of or related to this MAP agreement shall be brought by PARTNER more than one (1) year after the cause of action has accrued.

Visit [trustmineral.com](https://trustmineral.com) for more information.

#### About Mineral

Trusted by more than 1 million companies, Mineral combines data, technology, and human expertise to take the guesswork out of HR and compliance. Partnering with insurance brokers, PEOs and HCMs, Mineral has built the largest HR community in the U.S. Mineral was formerly known as ThinkHR and Mammoth. Learn more: [trustmineral.com](https://trustmineral.com). ©2023 Mineral, Inc. FLYER-MAPAddendum-TM-6-21-2023

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