

## **PREMIUM SERVICES AND ADMINISTRATION AGREEMENT**

**WHEREAS**, Oak River Technology, LLC (hereafter referred to as "Collector") has premium billing, collection and/or reconciliation capabilities and is willing to provide these services to Lucent Health Solutions, Inc. (hereafter referred to as "Lucent") pursuant to the provisions of this Agreement; and

**WHEREAS**, Lucent desires to have Collector perform certain defined premium collection functions and administrative services (hereafter referred to as the "Services") in connection with the risk management and benefit administration services Lucent provides to self-insured employers and other benefit providers (hereafter referred to as "Clients" or "Planholders") (and the employees or other individual participants in the insurance programs or other benefit plans of such Clients or Planholders hereafter referred to as "Participants").

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collector and Lucent do hereby agree as follows:

### **A. RELATIONSHIP**

It is understood and agreed that Collector, including each agent, servant, and employee of Collector, is as to Lucent, an independent contractor who: (a) controls both the number of hours worked and the scheduling of those hours; (b) provides his or her own place of business; (c) has a substantial economic investment in the assets and facilities used to perform the services hereunder; and (d) shall not be treated as an employee of Lucent for any purpose including, but not limited to, employment taxes, income tax withholding, and compensation and benefits. Collector is alone responsible for payment of federal and state self-employment and income taxes, as well as any compensation and employee benefits to which the Collector's agents, servants and employees may be entitled.

Lucent shall have no right to control Collector in the performance of the Services except in the use of such forms and procedures as are required by state or federal laws or regulations, or as may be necessary for Lucent to comply with its arrangements with Clients or otherwise the orderly conduct of Lucent's business. The Collector's authority, however, shall be limited to that as expressly stated in this Agreement. No act or omission of Collector in performing the Services specified herein, including by way of illustration and not of limitation, collection and remittance of premiums, shall be chargeable to Lucent. Collector shall be deemed the agent of the Clients or Participants, as appropriate, and shall not be the agent of Lucent.

### **B. ADMINISTRATIVE FUNCTIONS**

Collector represents and warrants that it presently has, and will use commercially reasonable efforts to retain, employees having the experience, expertise, capacity and skills to perform the Services under this Agreement. In accordance with such procedures as may be prescribed from time to time by Lucent, Collector shall do all acts necessary to properly collect and remit insurance premiums and related charges on behalf of Participants, and shall on their behalf:

1. Collect the premium, insurance charges, and any associated administrative fee from Participants, reconcile such deductions against a list bill for Lucent, and remit the reconciled premium along with a list bill. Such administrative fee (the "Administrative Fee") shall be properly disclosed to Participants and other third parties and shall be in such amount as deemed reasonably acceptable by Lucent.
2. Maintain at its principal office for the duration of this Agreement and for five years thereafter (or for such longer period as may be required by applicable law or regulation) adequate books and records of all premium collection and remittance transactions among Collector, bank intermediary (if any) and Lucent. Lucent shall have access to said books and records for purposes of examining, auditing and copying.
3. Collect and hold in a fiduciary capacity all premiums and other insurance charges received from Participants or bank intermediary, if any, for payment to Lucent or Clients, as the case may be. All such

## F. TERM AND TERMINATION

The term of this agreement shall commence on the Effective Date and shall terminate on the earlier of: (i) cessation of Collector's business; (ii) the bankruptcy, receivership or insolvency of Collector; (iii) Collector's failure to comply with any applicable licensing requirement; (iv) any breach of this Agreement not cured (to the extent capable of cure) by a breaching party within ten (10) business days following written notice of termination from the non-breaching party; (v) any fraudulent conduct by a party; or (vi) upon written notice by a party, hand delivered or sent by certified mail to the non-terminating party, specifying the date, not less than 30 calendar days following the date of mailing, that termination shall be effective. Not later than the effective date of termination, Collector shall provide to Lucent all records in its possession pertaining to Clients and Participants and Collector's transaction of business under this Agreement.

## G. COMPLIANCE; INSURANCE; ADDITIONAL REPRESENTATIONS AND WARRANTIES

Collector represents and warrants to Lucent that it is in compliance with all laws and regulations with respect to the Services it will perform under this Agreement, including but not limited to, any licensing requirements imposed by federal, state or local law in all jurisdictions where such Services will be performed. Collector further represents and warrants to Lucent that it will not knowingly employ any software or computer code which may contain worms, viruses, or malware that disrupts, disables or causes harm to any system, network or other infrastructure of Lucent or of any Client or Participant or impedes Collector's provision of Services.

Collector shall procure and maintain in force during the term of this Agreement and while performing Services at its own cost and expense all insurance coverages required by federal and state law, including Worker's Compensation insurance and any additional insurance amounts and coverages sufficient to cover Collector's obligations under and arising out of the Services, including commercial general liability insurance, employee dishonesty insurance (for loss arising out of or in connection with fraudulent or dishonest acts committed by Collector's employees), and professional liability insurance, together with any coverages that may be required by Clients. All of the foregoing coverages shall be underwritten by an insurer or insurers acceptable to Lucent and shall not be cancelled without advance notice to Lucent.

Collector represents and warrants to Lucent that: it will make all disclosures required by applicable law to Participants and other third parties as the result of its providing Services hereunder; it will not be deemed to act as or claim to be a fiduciary under ERISA or any other applicable law (or claim that Lucent is such a fiduciary); and all monies collected from Participants or on behalf or for the benefit of Lucent or Clients shall not constitute "plan assets" or otherwise secure any benefits provided by any underlying welfare plans.

## H. LAW

This Agreement shall be construed, enforced and administered in accordance with the laws of the State of Texas.

In Witness Whereof, the parties agree that the provisions of this Agreement shall take effect as of Oct 1, 2015, 2015 (the "Effective Date").

### COLLECTOR:

Oak River Technology, LLC

By: [Signature]  
Name: KEVIN LINDSEY  
Title: CEO  
Date: 9/28/15

### LUCENT:

Lucent Health Solutions, Inc.

By: [Signature]  
Name: ALEX N. MARAT  
Title: CEO  
Date: 9/28/2015

## PREMIUM SERVICES AND ADMINISTRATION AGREEMENT

WHEREAS, Oak River Technology (Hereafter referred to Collector) has premium billing, collection and/or reconciliation capabilities and is willing to provide these services to

AEA (hereafter referred to Carrier); and

WHEREAS, the Carrier desires to appoint Collector to perform certain defined premium collection functions in connection with policies which have been underwritten by Carrier; now

THEREFORE, for and in consideration of the mutual covenants and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collector and Carrier do hereby agree as follows:

### A. RELATIONSHIP

It is understood and agreed that the Collector including each agent, servant, and employee of the Collector, is as to Carrier, an independent contractor who (a) controls both the number of hours worked and the scheduling of those hours; (b) provides his or her own place of business; (c) has a substantial economic investment in the assets and facilities used to perform the services hereunder; and (d) shall not be treated as an employee of Carrier for any purpose including, but not limited to, employment taxes, income tax withholding, and compensation and benefits. The Collector is alone responsible for payment of federal and state self-employment and income taxes, as well as any compensation and employee benefits to which Collector's agents, servants and employees may be entitled. Carrier shall have no right to control the Collector in the performance of said services except in the use of such forms and procedures as are required by state or federal laws or regulations, or as may be necessary for the orderly conduct of Carrier's business. No act or omission of the Collector in performing the administrative functions specified herein, including by way of illustration and not of limitation, collection and remittance of premiums, shall be chargeable to Carrier. The Collector shall be the agent of the policyholder and shall not be the agent of Carrier.

### B. ADMINISTRATIVE FUNCTIONS

Collector represents and warrants that it presently has, and will use commercially reasonable efforts to retain employees having the experience, expertise, capacity and skills to perform the services under this Agreement. In accordance with such procedures as may be prescribed from time to time by Carrier, the Collector shall do all acts necessary to properly collect and remit premium on Carrier insurance policies on behalf of policyholders, and shall on their behalf:

1. Collect the premium and any associated administrative fee from the Client Account, reconcile such deductions against a list bill for Carrier, and remit the reconciled premium along with a list bill.
2. Maintain at its principal office for the duration of this Agreement and for five years thereafter adequate books and records of all premium collection and remittance transactions among the Collector, bank intermediary (if any) and Carrier. Carrier shall have access to said books and records for purposes of examining, auditing and copying.
3. Collect and hold in a fiduciary capacity all premiums and other insurance charges received from policyholders or bank intermediary, if any, for payment to Carrier. Premiums shall not include any administrative fees charged directly to the policyholder by the Collector. Collector's sole compensation under this agreement is an administrative fee which Collector intends to add to the policyholder's regular debit amount. Collector shall prepare all necessary accounting associated with this administrative fee and shall subtract this fee before remitting premium to Carrier.

## G. COMPLIANCE

The Collector represents and warrants that it is in compliance with all laws and regulations with respect to the administrative functions it will perform under this agreement, including but not limited to, any licensing requirements imposed by federal, state or local law in all jurisdictions where such administrative functions will be performed.

## H. LAW

This Agreement shall be construed, enforced and administered in accordance with the laws of the State of Texas.

In Witness Whereof, the parties agree that the provisions of this Agreement shall take effect as of \_\_\_\_\_, 2015.

Oak River Technology

Collector

By: \_\_\_\_\_

Signature

Date

American Fidelity

Carrier

By: \_\_\_\_\_

Signature

Date

By: Kent Linduff CEO  
Name & Title

By: Susan Weed AWD Regional Manager,  
Name & Title Brokerage

## MASTER SERVICES AGREEMENT

This agreement ("Agreement") is entered into on, December 4, 2014 ("Effective Date"), by and between **AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS**, a Nebraska corporation, with its principal place of business located at 1932 Wynnton Road, Columbus, Georgia 31999 ("Aflac"), and Oak River Technology LLC a financial services payment processor with its principal place of business located at 309 Water St. Suite 201 Boerne, TX 78006 ("Supplier").

### RECITALS

WHEREAS, Supplier has experience and expertise in the business of providing premium collection and remittance services; and

WHEREAS, Aflac agrees to have Supplier provide such services and Supplier agrees to provide such services to Aflac on the terms and conditions set forth in this Agreement,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Supplier and Aflac hereby agree as follows:

1. Supplier Services. Supplier agrees to provide the services as set forth on statements of work ("Statement of Work" or "SOW") substantially in the form of Exhibit A attached hereto (sequentially numbered) (the "Services"). The Services also include any deliverables resulting therefrom. Supplier will control the manner in which the Services are provided, giving due consideration to the requests of Aflac.
  - 1.1. Nothing herein will be deemed to preclude Aflac from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by Supplier hereunder or from independently developing or acquiring materials or programs that are similar to, or competitive with, the Services.
  - 1.2. Supplier will not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without Aflac's prior written consent and any attempt to do so will be void and without further effect. Aflac's consent to Supplier's right to subcontract any of the Services will not relieve Supplier of any of its duties or obligations under this Agreement, Supplier will remain responsible and liable for all Services performed by such subcontractors as if performed by Supplier and any payment required to be paid to any such subcontractors for the performance of Services provided under this Agreement, and Supplier will indemnify and hold Aflac harmless from any payment required to be paid to any such subcontractors. Nothing contained in this Agreement shall create any contractual relationship between Aflac and any such subcontractor.
  - 1.3. The obligations of Supplier under this Agreement shall be performed fully within the United States, unless approved in writing in advance by Aflac.
  - 1.4. As of the effective date of each applicable SOW, Supplier shall provide the Services to Aflac and/or any Aflac Affiliate (as defined below) that executes each applicable SOW. If any Aflac Affiliate chooses to seek Services from Supplier, such Affiliate will execute a joinder to this Agreement accepting the terms of this Agreement on its own behalf, and Supplier shall countersign such joinder and provide Services to such Affiliate. During the Term and any termination assistance period, Supplier shall also provide the Services to such other Aflac Affiliates as Aflac may require from time-to-time, including to third parties that become Aflac Affiliates.
2. Staff of Supplier. Supplier will designate the individual staff to perform the Services, but Aflac may request specific staff of Supplier. Such individual staff shall at all times be suitably skilled, experienced and qualified. If Aflac, at any time in its commercially reasonable discretion, determines that any staff assigned by Supplier is unsuitable for the performance of the Services, Aflac will advise Supplier of such determination, and Supplier will immediately remove such staff, and, at Aflac's request, promptly provide replacement staff reasonably acceptable to Aflac.
  - 2.1. Screening of Supplier Staff. Unless otherwise specified by Aflac in a Statement of Work, Supplier will perform the pre-engagement screening described in this Section for Supplier staff.

Supplier Project Manager and Named Supplier Staff (if any):	N/A
Title / Role of Resource:	N/A
Responsibilities, Deliverables, and/or Activities:	See description
Services Fees or Rate:	Oak River Technology fees of \$4.50 per policyholder per month are paid by the customer (policyholder).
Start Date:	N/A
End Date:	N/A
Additional Aflac Requirements:	N/A

Facsimile/Scanned Signatures and Counterparts/Execution by Copies. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or when the signature of a party is delivered as a scanned original transmitted via electronic mail. Aflac and Supplier agree that legible counterpart copies signed and exchanged by electronic means will be binding in the same manner as an original handwritten executed copy and all copies together will constitute one instrument.

Executed on the date set forth below by the undersigned authorized representative of Aflac and Supplier to be effective as of the date of execution by the last party to sign.

**AMERICAN FAMILY LIFE ASSURANCE  
COMPANY OF COLUMBUS (Aflac)**

By: 

Name: *Kent Linduff*

Title: *Vice President*

Date: *12.17.14*

**Address for Notice:**

Aflac  
1932 Wynnton Road  
Columbus, GA 31999  
Attention:

**VENDOR NAME**

By: 

Name: Kent Linduff

Title: CEO

Date: Dec 2, 2014

**Address for Notice:**

Oak River Technology LLC  
309 Water St.  
Suite 201  
Attention: Linda Linduff