

# TOTAL AGENT PORTAL (TAP) PARTNER AGREEMENT

Total Lifetime Care Insurance Group, Ltd. Version 1.0, October 27, 2026

**How to accept.** You accept this Agreement by checking the acceptance box when you enroll in TAP, or by signing it. Total Lifetime records your name, NPN, the version, and the date and time. If we publish a new version, we will tell you and ask you to accept it (Section 6.2). Current and prior versions are always available at the link where you found this Agreement.

## 1. PARTIES AND DEFINITIONS

This Agreement is between Total Lifetime Care Insurance Group, Ltd., an Ohio company (“**Total Lifetime**”), and the licensed insurance agent who accepts it (“**Partner**”). TLC Insurance Group (“TLC”) is a separate company and Total Lifetime’s upline organization; it is not a party.

- **TAP:** the Total Agent Portal and related tools Total Lifetime makes available, as described in Section 4.
- **MAPD appointment:** an active carrier appointment that authorizes Partner to sell Medicare Advantage plans that include Part D prescription drug coverage (Medicare Advantage Prescription Drug plans). Stand-alone Part D, Medicare Supplement and other appointments are not MAPD appointments. **National carrier:** a carrier that offers MAPD plans in more than 5 states in total, as Total Lifetime determines in its reasonable discretion. Total Lifetime may post a list of national carriers as a courtesy; the list is not required.
- **Client Book:** the clients for whom Partner is the agent of record and whose records are authorized for Partner under Section 7.
- **Client Information:** personal information about Client Book clients held in Total Lifetime’s systems.
- **Community Partner Network:** Total Lifetime’s database of, and relationships with, community organizations: organizations, contacts, locations, relationship records, referral histories and performance metrics, events and activities, and internal notes and relationship-management information.
- **Confidential Information:** defined in Section 8.
- **Policies:** the TAP Policies and Procedures library, as versioned and posted by Total Lifetime.
- **Release Administrator:** Rich Schlue, CEO, who accepts release requests and approves every release. Release requests go to [release@totallifetime.care](mailto:release@totallifetime.care).
- **Agency:** a business entity through which one or more licensed representatives sell insurance. A Partner is an individual licensed representative. Individual agents sign this Agreement; Agencies do not sign at launch. Where a Partner works through an Agency, Section 7.4 applies.
- **Business Day:** Monday to Friday except US federal holidays. Times are Eastern.

## 2. INDEPENDENT CONTRACTOR

2.1 Partner is an independent contractor, not an employee, partner or joint venturer of Total Lifetime. Partner decides how, when and where to work, subject to law, carrier requirements and this Agreement.

2.2 Partner is responsible for Partner's licenses, appointments, continuing education, taxes, insurance and expenses.

2.3 Requirements in this Agreement and the Policies exist to meet legal, carrier and security duties and do not give Total Lifetime control over Partner's methods of selling.

2.4 This Agreement does not replace Partner's carrier, upline or other contracts. Carrier agreements govern carrier appointments, commissions and the contractual relationship with carriers; this Agreement does not. If they conflict on a matter they cover, those contracts control.

### 3. ELIGIBILITY

3.1 TAP is offered to licensed representatives contracted as producing agents (as Total Lifetime defines that term by written notice under Section 16) who meet **one** of these alternative paths:

- **Option A:** at least 2 active MAPD appointments, at least 1 of them with a national carrier, **and** at least 1 indemnity product contracted through Total Lifetime; or
- **Option B:** at least 3 active MAPD appointments, at least 1 of them with a national carrier. No indemnity product is required.

3.2 One TAP seat per eligible licensed representative. Seats are not shared. Total Lifetime may approve in writing one restricted administrative assistant account per qualifying Partner or agency, at no charge. The account may enter and update client information and use scheduling but may not export or bulk-download data and may not receive release files. Partner is responsible for the assistant's compliance with this Agreement; Total Lifetime may suspend or end the account at any time; no further accounts at launch.

3.3 Partner will tell Total Lifetime within 5 Business Days if an appointment or license ends. Total Lifetime may verify eligibility with carriers and the state.

3.4 Total Lifetime's CEO may, in his sole discretion, approve a written exception to Section 3.1 for a Partner who does not meet it. The approval records the reason, the date and the approver, may be limited in time or revoked on notice, is not published or offered, and gives no right to any other Partner. An exception does not waive Section 3.1 for anyone else.

3.5 This Agreement applies equally to Partners who join now and those who join later.

### 4. WHAT TAP INCLUDES

4.1 **Core access** is included at no software fee to an eligible Partner: client and household management in the Total Lifetime CRM; agent profile, Agent Site and scheduling; Client Data Form and client document access; contracting profile and status view; training and communications delivered through TAP.

4.2 **Availability.** TAP is being built in stages (V1 to V5). A feature is available only when Total Lifetime says so in writing. Current status is in Exhibit C. No recruiting or agreement text may present an unbuilt item as available.

4.3 **Optional premium offerings** may be offered for a fee stated before purchase. **Third-party and pass-through costs** (for example carrier portals and fees, text and voice messaging, outside e-signature, paid video hosting, optional integrations Partner chooses) may be passed on to Partner at Total Lifetime's

sole discretion. **Custom programming** is not included; suggestions are welcome and nothing is promised.

4.4 Scope of Appointment (SOA) and enrollment documents are completed and stored in SmartEnroll. TAP may link to them.

4.5 Usage is subject to a reasonable-use standard. Total Lifetime may add, change or retire features. Core access continues while Partner stays contracted in good standing and meets Section 3.

## 5. ACCESS AND SECURITY

5.1 Each Partner has a personal account tied to the Partner's NPN. Partner will not share credentials, passkeys, devices or sessions.

5.2 Partner will use multifactor authentication or passkeys as required, accept session limits (idle lock and periodic re-sign-in) set in the Policies, and use only devices that meet the Policies.

5.3 Partner will report a lost or compromised device or account within 24 hours, and any suspected unauthorized access to Client Information immediately.

5.4 Account recovery is by Total Lifetime staff after identity verification.

5.5 Total Lifetime logs access (who opened which record, searches, sign-ins) and may review the logs. Partner consents to this logging. TAP logs access, not telephone calls. Call recording, where required, is addressed in the Policies.

5.6 Partner will not copy, scrape, bulk-download or export Client Information or Community Partner Network data from TAP except as this Agreement allows. This does not stop Partner from keeping Partner's own records of Partner's clients in the ordinary course of business, such as records Partner creates, receives from clients, or obtains from carriers or SmartEnroll.

## 6. EDUCATION, POLICIES AND ACKNOWLEDGMENT

6.1 Total Lifetime will give Partner this Agreement and the current Policies, and onboarding on at least: Medicare marketing rules, Scope of Appointment, call recording where applicable, privacy and security, and use of TAP.

6.2 Partner must acknowledge the current Agreement and Policies before TAP opens, and again within 10 Business Days after any new version. Total Lifetime records the Partner, version and time.

6.3 Total Lifetime will post each version with its effective date and keep prior versions.

6.4 Partner will complete required training by stated deadlines. Failure may lead to the steps in Section 12.

## 7. CLIENT BOOK

7.1 **Your right and our systems.** Partner keeps the right to serve the clients in Partner's Client Book as their agent of record, subject to carrier rules and law. If Partner leaves, Partner may receive the export described in Section 15. Total Lifetime owns its systems, CRM and the Community Partner Network, and keeps its own copy of records.

**7.2 What this section does not do.** It does not transfer ownership of Total Lifetime's software, CRM, systems, databases, forms or Policies, or of the Community Partner Network. The word "own" is not used for client data.

**7.3 System of record, not custodian.** Zoho CRM is Total Lifetime's system of record for Total Lifetime's own business and compliance purposes. Total Lifetime is not Partner's exclusive or permanent records custodian. Total Lifetime keeps its own copy of records it is required or entitled to keep, including after Partner leaves (Section 15.12).

**7.4 Shared or agency books.** A client record marked as an agency or shared book, or that has another agent of record, is not part of Partner's Client Book unless Total Lifetime authorizes it in writing.

**7.5 Independent contacts.** Partner may keep Partner's own independent business and personal contacts that are not Client Information or Community Partner Network data.

**7.6** Partner will use Client Information only to service and market to Partner's clients as permitted by law, carrier rules and the client's authorization.

**7.7** This Agreement does not restrict Partner from continuing to serve the clients in Partner's Client Book.

**7.8 Independent records.** Partner remains responsible for keeping the independent client records Partner needs to run Partner's insurance business and to meet insurance recordkeeping requirements. Partner acknowledges that much of the Client Information in TAP may have been entered by Partner, provided by Partner's clients, or been available to Partner through carriers or SmartEnroll.

**7.9 Law and rights not displaced.** Nothing in this Agreement determines ownership of information contrary to applicable law, client rights or governing carrier agreements.

## **8. CONFIDENTIAL INFORMATION AND TRADE SECRETS**

**8.1** "Confidential Information" means non-public information Total Lifetime provides or Partner learns through TAP, including the Community Partner Network, internal notes, pricing, systems, processes, Policies, and Client Information of clients outside Partner's Client Book. It excludes information that is public, was already known to Partner independently, or is lawfully obtained from a third party.

**8.2** Partner will keep it confidential, use it only to perform under this Agreement, and not disclose it except to people who need it and are bound to confidentiality, or as law requires.

**8.3** Total Lifetime takes reasonable steps to protect it (individual accounts, logging, access limits). Partner will follow those steps.

**8.4** On request or termination, Partner will return or destroy Confidential Information in Partner's possession and confirm in writing, except Client Information Partner is entitled to keep under Section 15 and records the law requires Partner to keep.

**8.5 Notice of immunity (18 U.S.C. § 1833(b)).** An individual will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (a) in confidence to a federal, state or local government official or to an attorney solely to report or investigate a suspected violation of law, or (b) in a complaint or other document filed under seal in a lawsuit or other proceeding. An individual who files a lawsuit for retaliation for reporting a suspected violation of law may disclose the

trade secret to the individual's attorney and use it in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose it except by court order.

8.6 Nothing in this Agreement stops Partner from reporting to or communicating with a regulator, carrier or law enforcement, or from cooperating in an investigation.

8.7 This Section survives termination.

## 9. COMMUNITY PARTNER NETWORK

9.1 The Community Partner Network is Total Lifetime's business-development network. It belongs to Total Lifetime and is not automatically part of any Partner's Client Book.

9.2 Normal access to Community Partner information in TAP creates no ownership, license or right to bulk export, whether or not Partner introduced or developed the relationship.

9.3 Community Partner information is **entirely excluded** from every release and export under Section 15, including Community Partner relationships the agent originated: organizations, contacts, locations, relationship records, referral histories and metrics, events and activities, and internal notes and relationship-management information.

9.4 Exceptions apply only where an existing written agreement with Total Lifetime or a legal requirement gives a specific entitlement.

9.5 Nothing in this Agreement or in Total Lifetime's materials promises ownership of any Community Partner relationship or data.

## 10. PRIVACY AND DATA SECURITY

10.1 Both parties will comply with laws on personal information, including Ohio Rev. Code Chapter 3904 and, where applicable, Chapter 3965 and federal law.

10.2 Partner will access only records Partner is authorized to see and only for a business purpose.

10.3 Medicare Beneficiary Identifiers are not stored in TAP. Partner will not enter them in TAP.

10.4 Partner will report suspected data incidents immediately and cooperate in response and notifications.

10.5 Partner will maintain reasonable administrative, technical and physical safeguards for Client Information on Partner's own devices and accounts.

10.6

## 11. COMPLIANCE AND MONITORING

11.1 Partner will follow applicable insurance and Medicare marketing laws, carrier requirements and the Policies, including Scope of Appointment requirements, recordkeeping and call recording where required.

11.2 Total Lifetime may review access logs, TAP activity and compliance records, and may ask Partner for reasonable information and cooperation with carrier or regulatory audits.

11.3 Partner will tell Total Lifetime within 5 Business Days of any license action, carrier termination, regulatory inquiry or complaint relating to Partner's business.

11.4 Total Lifetime may keep records as required by carrier contracts and Medicare rules.

11.5 **Errors and omissions insurance.** Partner will maintain errors and omissions insurance consistent with Partner's carriers' requirements and will give Total Lifetime proof on request.

## 12. ENFORCEMENT STEPS

12.1 Total Lifetime will ordinarily use these steps, in this order, but may skip steps for serious conduct:

- (a) **Informal notice** of the concern and what to correct;
- (b) **Written warning** stating the facts, the requirement, and a cure period of 10 Business Days (shorter if the risk is urgent);
- (c) **Suspension** under Section 13;
- (d) **Termination** under Section 14.

12.2 Total Lifetime will record each step: date, facts, requirement, decision-maker. Partner may respond in writing within 10 Business Days and the response will be kept with the record.

12.3 Serious conduct includes: fraud or dishonesty; misappropriating money or property; misrepresentation to clients or carriers; unauthorized access, sharing credentials, or bulk copying of data; loss of license or carrier appointment; a felony conviction; violating Section 8 or 9; failing to respond to a regulator when required; refusing required cooperation.

12.4 Failure to apply a step in one case does not waive it in another.

## 13. SUSPENSION

13.1 Total Lifetime may suspend TAP access immediately, without a cure period, if it reasonably believes there is a security risk, a compromised account, a suspected regulatory or legal violation, loss of eligibility, or a serious conduct issue.

13.2 During suspension, Total Lifetime will tell Partner promptly in writing of the reason (unless law or an investigation prevents it) and the steps to restore access.

13.3 Suspension is not termination. Partner's rights under Section 7.1 are not affected by a suspension of TAP.

## 14. TERMINATION

14.1 **By Partner:** at any time on 10 days' written notice.

14.2 **By Total Lifetime without cause:** on 30 days' written notice.

14.3 **By Total Lifetime for cause:** on written notice, effective immediately, for serious conduct (Section 12.3), uncured breach after the cure period, or loss of eligibility not restored within 30 days.

14.4 **Automatic:** this Agreement ends if Partner's license is revoked or Partner's NPN is no longer active.

**14.5 Same-day steps.** On the effective date Total Lifetime ends TAP access, sessions and devices, removes visibility of records, and records the date. Carrier appointment and Ohio Department of Insurance notices, where required, are handled separately.

**14.6 Partner's duties:** stop using TAP; return or destroy Confidential Information (Section 8.4); cooperate in transition of client service; pay amounts owed.

**14.7 Survival:** Sections 7, 8, 9, 10, 14, 15 (including 15.11 and 15.12), 17 and 19, and any other term that by nature continues, including confidentiality, indemnification, liability limitations and record-retention obligations.

**14.8** Termination does not release Partner from carrier or upline obligations.

## **15. RELEASE AND EXPORT OF CLIENT INFORMATION**

**15.1 Scope.** This Section governs the release and export of authorized Client Information when a Partner asks Total Lifetime for release. It does not govern carrier appointments, commission payments or the transfer of contractual relationships with carriers.

**15.2 Request and verification.** A Partner whose Agreement has ended or is ending may submit a written release request to [release@totallifetime.care](mailto:release@totallifetime.care) on Total Lifetime's form (Exhibit B). The Release Administrator decides whether to accept a request and approves every disclosure of Client Information. Total Lifetime will acknowledge the request by the end of the next Business Day and will verify: Partner's identity and authority; Partner's NPN and any Agency relationship; the validity of the request; which client records Partner is legally and contractually authorized to receive; and any restriction from privacy requirements, carrier agreements or legal obligations. Total Lifetime will accept the request, or say what is missing, within 2 Business Days of receiving a complete request. A delay in responding does not start, extend or shorten the 30-day period, which is measured only from acceptance, and is subject to the limit in Section 15.11. For a client associated with more than one agent or Agency, Total Lifetime releases only what Partner is authorized to receive. A request does not itself establish entitlement to every record associated with Partner's account.

**15.3 30-day complimentary export period.** The period is exactly 30 calendar days. It begins at the date and time Total Lifetime accepts the written request (the "Accepted At" timestamp) and ends 30 calendar days later at the same time of day, Eastern (the "Free Window Ends" timestamp). Total Lifetime records both timestamps and states them in its acceptance notice. The period is measured from acceptance, not from the date a carrier completes its release process, the date Partner leaves, or a later download authorization. Carrier processing delays do not extend, suspend or restart it.

- (a) Total Lifetime will not accept a request while it knows of a court order, legal hold or other legal prohibition that prevents it from delivering the export.
- (b) If, after acceptance, a court order, legal hold or other legal prohibition prevents Total Lifetime from delivering the export, the 30-day period is suspended for as long as the prohibition prevents delivery, and resumes on the day the prohibition ends. Total Lifetime will tell Partner in writing when the suspension begins and when it ends, and will record and state the new Free Window Ends timestamp.
- (c) A carrier's processing delay is not a legal prohibition and does not suspend the period.

**15.4 One complimentary CSV.** During the period Partner is entitled to one complimentary CSV of authorized Client Information. The entitlement ends when the period ends, whether used or not.

**15.5 Administrative Export Fee; delivery of paid exports.** Fees apply as follows. Every paid export requires payment in full in advance:

| Export                                                                                    | Fee     |
|-------------------------------------------------------------------------------------------|---------|
| One complimentary CSV, requested during the initial 30-calendar-day period (Section 15.3) | \$0     |
| First additional or later export, whether requested during or after that period           | \$500   |
| Each subsequent export                                                                    | \$1,000 |

A Partner who does not obtain the complimentary export within the period pays \$500 for the first later export. The fees are administrative charges for preparing, verifying and providing the requested records. They are not a purchase price for client relationships or personal information. Refunds are available only as Section 15.10 provides, where Total Lifetime cannot deliver because of its own failure; otherwise paid fees are non-refundable, subject to applicable law. Total Lifetime will decide whether an export can be lawfully and practically fulfilled before it collects payment. Total Lifetime will deliver a paid export within 10 Business Days after it receives payment in full. If a court order, legal hold or other legal prohibition prevents disclosure, the 10-Business-Day period is suspended for as long as the prohibition prevents disclosure, and resumes when it ends.

**15.6 What an export contains.** A CSV of available, releasable client information from Partner's Client Book, with the fields listed in Exhibit A (for example name, mailing address, telephone number, email, date of birth or age, carrier, plan identification, coverage effective date, product category, available policy or enrollment status, agent NPN and last-contact date, where available and authorized). It reflects the information Total Lifetime's records hold and make available when the file is prepared. It does not guarantee that information in carrier systems or SmartEnroll is identical.

**15.7 What is excluded.** Unless a separate legal obligation specifically requires disclosure, an export does not include: - **All Community Partner information, including relationships the agent originated or developed;** and Community Partner contacts, locations, relationship histories and internal activity records. Community Partner information is not part of Partner's Client Book export. - Total Lifetime's proprietary business information, internal management notes and administrative records, internal analytics and proprietary reports, confidential recruiting information, and TAP system information, software and operating procedures. - Information belonging to other agents or Agencies. - Medicare identification numbers and Medicare card images; stored Scope of Appointment documents; call recordings and internal call notes; and medical or other sensitive information not specifically authorized for release.

Information subject to an independent legal disclosure obligation is handled under that obligation, not treated as automatically part of the ordinary CSV.

**15.8 Delivery and security; manual administration.** Total Lifetime administers exports manually under a documented procedure and is not required to provide an automated portal. It delivers authorized exports by a secured method such as a restricted, expiring download link to Partner's verified email, may require reasonable identity verification and security procedures first, and records the request, acceptance, fulfillment and delivery. Partner will not send an export to unauthorized recipients. No TAP access is provided or needed.

**15.9 Accuracy, completeness and independent records.** Partner is responsible for reviewing an export for accuracy and completeness. Total Lifetime does not warrant that information submitted by Partner, supplied by a client or received from another source is free of errors or omissions, or that its records duplicate every record held by Partner, a carrier, SmartEnroll or another third party. Total Lifetime has no contractual obligation to recreate, reconstruct or repurchase Partner's client information. This does not excuse Total Lifetime from duties imposed by law.

**15.10 Errors, failed delivery and refunds.**

- (a) *Correcting Total Lifetime's own administrative error.* If Partner reports in writing within 30 days after delivery, and Total Lifetime's records confirm, that Total Lifetime made an administrative error in preparing or delivering an export (for example, a wrong record selection or field, records omitted that Total Lifetime's records held and that Partner was authorized to receive when the file was prepared, or a damaged or unreadable file), Total Lifetime will correct the error and re-deliver the corrected file without charging for another export. A correction is not a new export and does not count under Section 15.5.
- (b) *What a correction does not include.* Correcting an administrative error does not require Total Lifetime to reconstruct missing client records; to correct inaccurate information originally supplied by agents, clients, carriers or other third parties; to rebuild Partner's book of business; or to provide an updated export because information changed after the file was prepared. A request for any of those is a new export under Section 15.5.
- (c) *Refund.* If Total Lifetime accepts payment for an export and cannot deliver it because of its own failure, it refunds the fee. A refund does not create any entitlement to compensation for the claimed value of Partner's book of business.

**15.11 Limit of liability for exports.** Total Lifetime's total liability for ordinary contractual or negligent failures involving authorized client-data exports is limited to **\$100 in the aggregate** to the maximum extent the law allows. The \$100 is one limit for each Partner's Agreement. It is not \$100 per client, record, export, incident, claim or proceeding. It covers all export-related claims together, including claims made after termination. Lost commissions, lost profits, lost opportunities, and indirect or consequential damages are excluded to the extent the law allows. Fee refunds under Section 15.10 are separate from this limit. The limit does not apply where liability cannot lawfully be limited, including fraud and willful or wanton misconduct. This limit is part of, and counts toward, the general limit in Section 19.1; the two are not added together for the same loss. Nothing in this Section limits Partner's indemnity under Section 19.2 or the rights of third parties who are not bound by this Agreement.

**15.12 Total Lifetime's continuing record rights.** Total Lifetime keeps its records as required or permitted by law, contract, legitimate business purposes and retention obligations. An export does not require Total Lifetime to delete its records, surrender proprietary business information, disclose another agent's confidential records, transfer Community Partner relationships, or give up its retention rights. A legally required correction, deletion, access or disclosure request is handled separately under applicable law.

**15.13 Legal and contractual compliance; grounds for declining.** All exports remain subject to applicable federal and state law, including insurance privacy and Medicare requirements, and valid contractual restrictions. Total Lifetime will decline or defer an export only for one of these reasons: (a) Partner's identity or authority is not verified; (b) the requested records are not Partner's authorized Client Information under Section 7; (c) a court order, legal hold or other legal requirement prevents it; (d) a carrier requirement prevents it; (e) a client has instructed that information not be released; (f) Partner

has not given the certification in Section 15.14; or (g) Partner has not complied with Section 8 or 10. Total Lifetime decides, records and tells Partner the reason in writing before any fee is requested. If Total Lifetime declines, it charges no fee. Except as Sections 15.3 and 15.5 provide, a deferral or decline does not change the fee schedule or the periods.

**15.14 Partner certification.** Before receiving an export, Partner certifies in writing that Partner is the agent of record for the clients in the export and is responsible for holding any consent or authority the law requires, and for the lawful use, protection and further disclosure of the information after delivery. Total Lifetime is not responsible for Partner's use of an export after delivery.

**15.15** Release does not give Partner any right to access TAP or Total Lifetime systems. Total Lifetime logs each release: request received; Accepted At and Free Window Ends timestamps, who accepted, and any suspension; record selection; count and fields; checksum; delivery time and method; and who did the work. Logs are kept under Total Lifetime's retention rules.

## 16. CHANGES TO THIS AGREEMENT

**16.1** Total Lifetime may update this Agreement and the Policies. The current version will be posted in TAP and on Total Lifetime's website with its effective date, and is downloadable.

**16.2** Total Lifetime will give written notice (email to the address on file) of each change. Unless Section 16.3 applies, a change takes effect on the date in the notice, which will not be earlier than 7 days after notice, except for changes required by law, carriers or security, which may take effect sooner.

**16.3 30 days' notice** is required for a change that (a) makes an included feature paid, (b) changes eligibility for existing Partners, or (c) changes the terms of release and export (Section 15) or the fee.

**16.4** If Partner does not accept a change, Partner may terminate under Section 14.1 before the change takes effect and keeps the rights in Sections 7 and 15 as in force on the date of notice. Continued use after the effective date is acceptance.

## 17. DISPUTES AND GOVERNING LAW

**17.1** Ohio law governs, without regard to conflict-of-law rules. Federal law governs where it applies.

**17.2** Any dispute under this Agreement will be resolved by binding arbitration in Portage County, Ohio, before one arbitrator under American Arbitration Association rules and Ohio Rev. Code Chapter 2711. **Partner pays all arbitration fees**, including AAA filing and administrative fees and the arbitrator's compensation.

**17.3 Carve-out.** Either party may go to court for an injunction or other urgent relief to protect Confidential Information, trade secrets or data security, including under Ohio Rev. Code 1333.62.

**17.4** Nothing here limits Partner's right to file a complaint with a regulator or agency.

**17.5 Time limit for claims.** To the maximum extent permitted by law, any claim by a Partner against Total Lifetime arising under this Agreement must be commenced within one year after the claim accrues.

## 18. ELECTRONIC DEALINGS

18.1 Partner agrees to receive this Agreement, Policies, notices and records electronically and to sign and accept electronically, including by clicking to accept, and that electronic records and signatures have the same effect as paper (Ohio Rev. Code Chapter 1306).

18.2 Partner may request a paper copy and may withdraw consent to electronic dealings by written notice, which may end Partner's TAP access because TAP is electronic.

18.3 Partner must keep the email address on file current.

18.4 The acceptance record (name, NPN, version, date and time, IP address) is Total Lifetime's evidence of acceptance.

## 19. GENERAL

19.1 **Limits of liability.** Neither party is liable to the other for indirect or consequential damages. Total Lifetime's total liability to Partner is limited to the greater of \$1,000 or the amounts Partner paid Total Lifetime in the preceding 12 months. These limits do not apply to fraud, willful misconduct, Partner's misuse of Client Information or Confidential Information, or liability that cannot be limited by law. The export limit in Section 15.11 is a specific limit within this general limit and is not added to it.

19.2 **Indemnity.** Partner will indemnify Total Lifetime against third-party claims, fines and reasonable costs caused by Partner's violation of law, Partner's misuse of Client Information or Confidential Information, or Partner's breach of Section 8, 9 or 10.

19.3 **Assignment.** Partner may not assign. Total Lifetime may assign to a successor on notice.

19.4 **Entire agreement.** This Agreement, the Policies and the exhibits are the entire agreement on TAP and replace earlier TAP pilot terms, drafts and statements about TAP. Carrier and upline contracts are separate (Section 2.4).

19.5 **Severability.** If a term is unenforceable it will be modified to the minimum extent necessary, and the rest stays in force.

19.6 **No waiver.** Delay or failure to enforce is not a waiver.

19.7 **Notices.** To Partner: email on file. To Total Lifetime: [release@totallifetime.care](mailto:release@totallifetime.care) for release matters, and otherwise by mail to the office address. The Total Lifetime office address is 250 West Main Street, Suite 208, Ravenna, Ohio 44266.

19.8 Headings are for convenience. Counterparts and electronic copies are valid.

19.9 **Rights that cannot be waived.** Nothing in this Agreement waives a right that the law does not allow to be waived.

19.10 **No presumption against drafter.** This Agreement will be read as written by both parties; no term is construed against Total Lifetime because it prepared the draft.

19.11 **Events beyond control.** Neither party is liable for delay caused by events beyond its reasonable control, except for payment obligations. A delay of this kind does not extend the 30-day period in Section 15.3 unless it is a legal deferral under that Section.

## Exhibit A. Client release CSV fields

Named list: client name; mailing address; phone; email; date of birth (or age only); carrier; plan identification; coverage effective date; product category; available policy or enrollment status; agent NPN; last-contact date (where available and authorized). Excluded: all notes; internal and system fields (scoring, routing, call-assistant data, commissions); Community Partner information of any kind; other agents' clients; the Medicare number (never stored); Medicare card images; Scope of Appointment (SOA) and enrollment files. Spreadsheet cells beginning with =, +, - or @ are neutralized before delivery.

## Exhibit B. Release Request Form

To: [release@totallifetime.care](mailto:release@totallifetime.care) Agent name: \_\_\_\_\_ NPN: \_\_\_\_\_ Email on file: \_\_\_\_\_ Phone on file: \_\_\_\_\_ Date of intended or actual departure: \_\_\_\_\_ I request release of my Client Book information and one CSV under Section 15 of the TAP Partner Agreement. I understand that: the free window starts when Total Lifetime accepts this request and ends exactly 30 calendar days later at the same time of day, Eastern; the CSV contains only authorized client information and excludes Community Partner information of any kind, other agents' clients, Medicare card images, enrollment and SOA files, and internal notes; I certify that I am the agent of record for the clients in the export and am responsible for holding any consent or authority the law requires and for the lawful use, protection and further disclosure of the information after delivery, and Total Lifetime is not responsible for my use of it after delivery; each export after the complimentary export is subject to the Administrative Export Fee (\$500 for the first additional or later export, whether requested during or after the 30-day period; \$1,000 for each subsequent export), paid in full in advance, and refundable only as Section 15.10 provides; Total Lifetime retains its records; and I must protect the file and use it only as law, carrier rules and Section 8 allow. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Exhibit C. Availability status

- Scheduling and booking page: live for Rich's own page; agent-facing TAP scheduling screen not yet released to agents.
- Client Data Form: in use.
- Agent profile and Agent Site: designed; automatic Agent Site creation not built.
- Client and household management through TAP: in development.
- Client document access in TAP: in development. SOA and enrollment documents stay in SmartEnroll.
- Contracting profile and status view in TAP: in development.
- Training and communications through TAP: planned.
- Client release request and CSV export: handled by a documented administrative procedure.