

Vital Direct Affiliate Agreement

Agreement version October 7, 2026

This Affiliate Agreement (Agreement) is between WaterRock Financial Network, LLC, a New Mexico limited liability company, with an address at 8206 Louisiana Blvd STE A, Albuquerque, NM 87113 (Company), and the individual or legal entity identified as the applicant in the online affiliate application submitted with acceptance of this Agreement (Affiliate, you, or your). If you apply on behalf of a legal entity, that entity is Affiliate and the person submitting the application acts as its authorized representative. The legal name, address, email address, and, where applicable, entity and representative information provided in the application identify Affiliate and are incorporated into this Agreement. Exhibit A (Current Compensation Schedule and Program Terms) is part of this Agreement.

1 Appointment and scope

Company appoints Affiliate on a nonexclusive basis to promote Vital Direct and refer prospective members through Company-approved enrollment channels. Affiliate may introduce prospective affiliates to Company. Only Company may approve an affiliate, assign a sponsor relationship, or modify an enrollment record. No exclusive territory, guaranteed leads, or minimum earnings are promised.

Vital Direct is a membership program providing access to specified healthcare services through contracted providers. It is not health insurance and does not provide indemnification, reimbursement, or payment for medical expenses. Health Compass Inc. and participating service providers are not parties to this Agreement and have no payment obligation under it. Company does not provide medical care.

2 Eligibility and independent status

Affiliate may be an individual or a legally formed business entity. An individual Affiliate and any person applying on behalf of an entity must be at least 18 and have authority to enter this Agreement. A person applying for an entity represents that they are authorized to bind that entity. Affiliate must complete Company onboarding and required training, provide accurate tax and payment information, and maintain any licenses or registrations legally required for its activities. An insurance license alone does not authorize activities otherwise restricted by law. Affiliate must disclose relevant disciplinary actions or restrictions affecting its participation.

Affiliate is an independent contractor, controls its lawful work methods and schedule, bears its own expenses and taxes, and receives no employee benefits. Affiliate cannot bind Company or any provider, change membership terms, collect membership fees, issue refunds, promise acceptance, or appoint subagents on Company's behalf. Affiliate may conduct other lawful business, subject to its confidentiality, non-solicitation, and marketing obligations here.

3 Participation, customer enrollment, and personal membership

Other than Company's personal membership requirement in this Section, no participation fee, inventory purchase, additional purchase, recruitment quota, or production quota is required to become or remain an affiliate or to earn commissions under this Agreement. Compensation is paid only on qualifying paid customer memberships, never for the act of recruiting an affiliate. Affiliate may not require any person to make a purchase or pay a fee beyond Company's personal membership requirement as a condition of participating, and may not arrange sham, duplicate, or unwanted enrollments to generate commissions.

Personal membership requirement. A Vital Direct member must be an individual; a business entity cannot be the member. If Affiliate is an individual, Affiliate is the Qualifying Member. If Affiliate is a business entity, the Qualifying Member is an individual owner or authorized representative identified in the application. The Qualifying Member must be the primary member or a covered household member on one active Vital Direct household membership when Affiliate is approved and must maintain that coverage continuously throughout

participation. An entity may replace its Qualifying Member by written notice to Company only if the replacement already satisfies this requirement, without a lapse in qualifying coverage. Ending of the qualifying membership results in automatic termination under Section 13.

The qualifying membership must be purchased at the standard member price through another affiliate's enrollment link or directly with Company. Affiliate may not enroll the Qualifying Member or any member of the Qualifying Member's household through Affiliate's own enrollment link or affiliate identifier, and no Level 1 commission is payable to Affiliate on the qualifying membership. That membership is commissionable to the enrolling affiliate and its sponsors under Section 4 like any other customer membership. It does not count toward any rank or bonus.

Members must enroll and pay directly through approved channels and accept the applicable membership terms. Before enrollment, Affiliate must disclose the current price, billing frequency, service limitations, eligibility, cancellation and reenrollment terms, and geographic restrictions stated in Exhibit A and current approved materials. Membership terms, not this Agreement, govern members' service and cancellation rights.

4 Compensation schedule

Commission Base means the monthly membership compensation Company actually receives from its upstream provider or distributor for the applicable qualifying membership month, before deductions for Company overhead or affiliate payouts. The Commission Base is separate from the subscription price paid by the member.

Affiliate commissions are calculated by multiplying the applicable Level 1, Level 2, or Level 3 percentage by the Commission Base attributable to that membership month. The applicable percentages are 60%, 15%, and 5%, respectively. Exhibit A discloses the current Commission Base and corresponding commission amounts as of its stated effective date. Those dollar amounts remain subject to changes in upstream compensation under Section 12.

A qualifying membership month is a genuine customer subscription month for which the member's payment has cleared, the membership is accepted and active for that month, the referral is properly attributed, and Company has received the corresponding Commission Base.

Level	Qualifying relationship	Rate
1	Membership directly attributed to Affiliate	60%
2	Membership directly attributed to an affiliate sponsored by Affiliate	15%
3	Membership directly attributed to an affiliate sponsored by Affiliate's directly sponsored affiliate	5%

A single qualifying membership month can support one direct commission and up to two sponsor commissions, totaling at most 80% of the applicable Commission Base. No commissions are payable beyond Level 3. Additional family members included in the same subscription do not create additional commissionable memberships. There is no compression: an absent or ineligible sponsor does not move another affiliate into a higher-paying level.

House accounts. When an affiliate's participation ends for any reason, each membership directly attributed to that affiliate becomes a Company house account, and Company retains the Level 1 commission on it. The transfer applies only to member payments that clear after that affiliate's Termination Time under Section 13. It does not reduce or absorb that affiliate's Final Run-Off under Section 14. Level 2 and Level 3 commissions on house accounts continue to be paid to the eligible sponsors of record at their existing levels and applicable percentage rates. Affiliates sponsored by the departed affiliate keep their own direct memberships and sponsor records. Any Level 2 or Level 3 commission that would have been payable to the departed affiliate on

member payments clearing after its Termination Time is retained by Company and does not move to another affiliate.

5 Earning and paying commissions

When a commission is earned. A commission for a qualifying membership month is earned on the date both of the following have occurred: the member's payment for that month has cleared, and Company has received the corresponding Commission Base (the Earned Date). Company does not pay advances. Monthly statements will identify the applicable Commission Base, percentage, resulting commission, and any authorized error or fraud correction for each membership month.

Initial processing. The first commission for each new membership typically is paid 45 to 60 days after enrollment, because the initial member payment must clear, the enrollment must be accepted and reconciled, and Company must receive the corresponding Commission Base from upstream. This is an estimate, not a guaranteed payment date. Commissions for later membership months follow the same payout schedule as they are earned.

Payout schedule. Commissions with an Earned Date on or before the 15th day of a calendar month are paid on the last Friday of that month. Commissions with an Earned Date after the 15th are paid on the last Friday of the following month. If a scheduled payout date is a bank holiday, payment is made on the prior business day. Commissions are paid electronically.

Minimum payout. The minimum payout is stated in Exhibit A. Balances below the minimum carry forward to the next payout date, do not expire during Affiliate's participation, and are paid in full as part of the Final Run-Off under Section 14.

Company may delay affected amounts only to obtain legally required tax information, correct payment instructions, or investigate specific disputed transactions, and will resolve any such delay promptly.

No clawbacks. Because commissions are paid only after they are earned, a member's later cancellation affects only future membership months and does not reverse commissions already paid. Company may recover only amounts paid in clear administrative error, such as a duplicate payment or a corrected attribution error, or amounts obtained through fraud or sham enrollments. Company will provide an itemized explanation and may offset that amount against future commissions; any remaining amount must be repaid within 30 days after written notice, subject to a timely good-faith dispute. Company will not offset unrelated damages or penalties without written agreement or a final legal determination.

6 Attribution and statement disputes

The enrollment link or affiliate identifier recorded by the approved system at accepted enrollment determines the direct affiliate; the approved sponsor records then determine Levels 2 and 3. A lead alone creates no commission right. Sponsor changes require Company approval and do not retroactively change existing attribution except to correct documented error or fraud.

Affiliate must report statement or attribution errors within 60 days of receiving the relevant statement. Company will investigate and provide a written response within 30 days. A statement not disputed within that 60-day period is deemed accepted, except for errors caused by Company's fraud or willful misconduct and rights that cannot be waived by law.

7 Marketing and required disclosures

Affiliate must use current Company-approved descriptions, pricing, enrollment links, logos, and disclosures. Affiliate-created landing pages, advertising, scripts, email or text campaigns, and substantive modifications require written Company approval before use. Approval does not excuse false or unlawful conduct. Affiliate must promptly remove or correct material Company reasonably identifies as inaccurate, outdated, or unlawful.

Affiliate must clearly and conspicuously disclose its financial relationship near an endorsement or referral link, in language consumers understand, such as: "I am a paid affiliate and may earn a commission if you enroll

through my link.” Video and spoken promotions must include disclosures suited to the medium. A disclosure hidden in a footer or accessible only through another link is insufficient.

Affiliate must prominently explain that Vital Direct is not health insurance and must not describe it as major medical coverage, ACA-compliant insurance, or a substitute for emergency or catastrophic coverage. Affiliate must not advise anyone to cancel existing insurance, guarantee savings or clinical outcomes, or imply every medication, lab test, visit, or service is included. Service descriptions must identify applicable formularies, ordering requirements, participating networks, and other material limits where relevant.

Affiliate may describe facial scanning only using substantiated, approved language. Affiliate must not claim that a scan diagnoses disease, replaces a clinical examination or laboratory test, provides guaranteed accuracy, or has regulatory approval unless Company has supplied documentation supporting that exact claim. Affiliate must not interpret scan results, provide medical advice, or obtain members' scan results for marketing.

Affiliate may not make unsubstantiated earnings, lifestyle, passive-income, or guaranteed-income claims. Numerical commission illustrations must explain their assumptions and must not imply typical earnings. Recruiting messages must present the program as a customer-referral opportunity and must not emphasize building a team over serving customers. Testimonials must be authentic, authorized, and consistent with substantiated claims; Affiliate may not fabricate reviews or reuse supplied testimonials without Company approval and verification.

8 Lawful outreach and conduct

Affiliate must comply with all applicable advertising, consumer protection, privacy, telemarketing, anti-spam, and professional licensing laws, including the Telephone Consumer Protection Act (TCPA), the Telemarketing Sales Rule, CAN-SPAM, and federal and state do-not-call and mini-TCPA laws. Affiliate must obtain legally sufficient consent where required, honor opt-outs and suppression lists immediately, and accurately identify itself and the program in every communication.

Restricted outreach methods. Unless Company has approved the specific campaign and method in advance and in writing, Affiliate must not: (a) use an automatic telephone dialing system, predictive or power dialer, or any technology that places calls or sends texts without live human initiation of each one; (b) use prerecorded, artificial, AI-generated, or cloned voices, or AI agents that place calls or send texts; or (c) call or text any number obtained from a purchased, rented, shared, or scraped list, a lead aggregator, or a third-party lead generator.

Absolute restrictions. Regardless of any Company approval, Affiliate must not: (d) call or text any number on the National Do Not Call Registry, a state do-not-call list, or a Company suppression list without documented prior express written consent; (e) contact any person outside 8:00 a.m. to 9:00 p.m. in the recipient's local time, or more frequently than applicable law permits; or (f) contact any person who has opted out or asked not to be contacted.

Company approval under this Section applies only to the outreach method approved. It never authorizes contact that applicable law prohibits, contact without legally required consent, or contact with a person who has opted out, and it does not shift responsibility for compliance to Company.

Consent records. Affiliate must keep complete records of every consent relied on, including the date, time, source, consent language, and the number or address consented, for at least five years, and must produce them to Company within five business days after request. Purchased contact information does not itself establish permission to call or text.

Affiliate must not use deceptive domains, impersonate Company or a provider, intercept another affiliate's tracking links, use unauthorized trademark bidding, offer unapproved rebates or incentives, or misrepresent government affiliation. Affiliate must not target a jurisdiction where Company has not authorized the program. Affiliate must not pay or accept further referral fees connected to these memberships without Company's written approval and any legally required review.

Any violation of this Section 8 is a material breach. Company may immediately suspend the affected outreach or account access and may terminate this Agreement under Section 13.

9 Company responsibilities

Company will provide approved materials, explain current program terms, maintain reasonably accurate referral and sponsor records, administer commission statements, and communicate known material service or geographic changes. Company represents that, as of the effective date, it holds the upstream authority required to operate this affiliate program and to grant use of approved materials, and it will promptly notify Affiliate if that authority changes. Company will not authorize marketing in a jurisdiction until the program and intended affiliate activities are permitted there. Clinical decisions and service delivery remain with the applicable providers.

10 Confidentiality and personal information

Each party will protect the other's nonpublic business information with reasonable care and use it only to perform this Agreement. Confidential information excludes information independently developed, lawfully received without restriction, already known without a duty of confidence, or publicly available without breach. A party may disclose information as legally required, with prior notice when lawful. These duties continue for three years after termination; trade secrets remain protected while legally qualifying as such.

Affiliate may access only information authorized and necessary for referrals and payment reconciliation. Affiliate must not request, collect, store, or transmit medical records, scan results, diagnoses, Social Security numbers, or payment-card information through its own forms or systems. Sensitive information must go directly to the approved provider or enrollment system. Affiliate must not sell prospect or member information or use it for unrelated marketing without a lawful basis and required consent.

Affiliate will safeguard approved account credentials, restrict access to authorized personnel, and notify Company within 24 hours after discovering suspected unauthorized access, loss, or disclosure of program data. Affiliate must cooperate in containment and required notices. This Agreement does not substitute for a business associate agreement or other data agreement where one is legally required. If either is required, the relevant activity must wait until that agreement is executed.

11 Brand use and records

Company grants Affiliate a limited, nonexclusive, nontransferable, revocable right to use Company-approved program materials and marks solely during authorized participation, within Company's actual rights. No ownership transfers. Affiliate may not register confusingly similar trademarks, domains, or social accounts or represent itself as the official provider. On termination, Affiliate must stop program promotion and remove program materials and marks within five business days.

Affiliate will retain program advertising approvals and referral support for at least three years, and consent records for at least five years under Section 8, or longer where law requires, using secure storage and data minimization. On reasonable notice, Company may inspect records relevant to this Agreement, subject to confidentiality and third-party privacy rights. Neither party may demand unnecessary medical information. Affiliate will route service complaints to approved member support and promptly report significant marketing complaints to Company.

12 Changes to program terms

Changes to upstream compensation. An increase or decrease in the monthly membership compensation payable to Company by its upstream provider or distributor will automatically increase or decrease the Commission Base and corresponding affiliate commission amounts. No amendment or Affiliate consent is required for a change resulting from an actual change in upstream compensation.

Company will provide written notice identifying the revised Commission Base, corresponding affiliate commission amounts, and effective date before the change takes effect whenever reasonably practicable. If

advance notice is unavailable because of the timing of an upstream change, Company will provide notice promptly after learning of the change.

Changes apply to the membership months or service periods affected by the upstream change. Delayed receipt or processing alone will not cause compensation attributable to an earlier period to be calculated using a later period's Commission Base. No change will reduce commissions already earned before its effective date.

Company may not reduce the Commission Base through deductions for its overhead, operating expenses, or affiliate payouts. Company will update Exhibit A and provide commission statements showing the applicable Commission Base, percentage, resulting commission, and any authorized error or fraud correction.

Other program terms. Company may update the Program Terms in Exhibit A, including membership price, excluded jurisdictions, membership terms, the payout calendar, and the minimum payout, and may update administrative procedures and approved product descriptions, on at least 30 days' written notice, or sooner where required by law, provider action, or an urgent accuracy or safety issue.

The 60%, 15%, and 5% rates, the Commission Base definition, the house-account rule in Section 4, the attribution rules, the personal membership requirement in Section 3, the automatic termination rule in Section 13, and Section 14 may be changed only by a written amendment signed by both parties. No update may retroactively reduce commissions already earned, except for error and fraud corrections under Section 5.

13 Term, suspension, and termination

This Agreement becomes effective when Company approves the application after confirming the qualifying membership required by Section 3 (the Effective Date), and continues until terminated. Company communicates approval electronically. Either party may terminate without cause on 30 days' written notice. For a material breach, the other party may terminate if the breach is not cured within 10 days after written notice describing it. Company may immediately suspend affected marketing or account access, and may terminate immediately by written notice for verified fraud, willful unlawful marketing, a violation of Section 8, serious unauthorized data disclosure, or loss of legal or upstream authority to operate the program. Suspension alone does not end commission eligibility; withheld amounts must be reasonably tied to an investigation and resolved promptly.

Automatic termination. This Agreement terminates automatically, without notice or cure period, when the qualifying membership required by Section 3 actually ends, unless before that time another active membership satisfying Section 3 is in place. A membership actually ends at the end of the last service period for which it is paid and active under the membership terms. A cancellation request, failed payment, or loss of household coverage triggers termination only when the membership actually ends, not when the request or failure occurs. This automatic termination applies notwithstanding the 30-day notice and 10-day cure provisions above.

Termination Time. Termination takes effect at 11:59 p.m. Mountain Time (Albuquerque, New Mexico) on the applicable date (the Termination Time): for termination without cause, the date stated in the notice, which may be no earlier than 30 days after the notice is given; for termination for uncured breach, the date stated in the termination notice after the cure period ends; for immediate termination, the date the termination notice is given; and for automatic termination, the last day of the qualifying membership's final paid service period. Commissions after termination are governed by Section 14.

14 Commissions after termination

Final Run-Off. A commission on a qualifying membership payment that cleared before Affiliate's Termination Time remains eligible for payment, even if Company receives the corresponding Commission Base after the Termination Time. Each such commission is paid on the regular payout schedule in Section 5 based on its Earned Date, together with any carried-forward balance, without regard to the minimum payout (the Final Run-Off).

If Company terminates this Agreement for verified fraud or willful unlawful marketing, Company may withhold from the Final Run-Off only the amounts reasonably tied to that misconduct, and will provide an itemized explanation.

No commission is payable to Affiliate, at any level, on any member payment that clears after the Termination Time. Affiliate's directly attributed memberships become house accounts under Section 4. No buyout, residual, continuing payout, or lifetime payment is owed after the Final Run-Off. Section 14 controls over any inconsistent payment or survival language in this Agreement.

15 Non-solicitation

During Affiliate's participation and for 12 months after the termination date, Affiliate will not, directly or through others, solicit (a) any Vital Direct member whom Affiliate enrolled, served, or learned of through the program to cancel the membership or move to a competing healthcare access or membership program, or (b) any Company affiliate to end participation in this program or to join a competing program. General advertising not targeted at those persons does not violate this Section. This Section does not restrict Affiliate from conducting other lawful business, including selling insurance products.

16 Responsibility for claims and limits of liability

Each party is responsible for its own conduct and that of personnel it controls. Each party will defend and indemnify the other against third-party claims and reasonable resulting costs to the extent caused by its fraud, willful misconduct, material breach of this Agreement, or violation of law. This obligation does not cover the other party's own fault. The party seeking protection must give prompt notice, permit reasonable control of the defense, and cooperate. No settlement may admit the protected party's fault or impose nonmonetary obligations on it without its consent.

Without limiting the preceding paragraph, Affiliate will defend and indemnify Company, its members, managers, and upstream providers against all claims, regulatory actions, fines, penalties, settlements, and reasonable attorneys' fees arising from calls, texts, emails, or other outreach made by or for Affiliate, except to the extent caused by Company-written content used exactly as approved.

Neither party is liable to the other for indirect, special, or consequential damages or speculative lost future earnings, except arising from fraud, willful misconduct, or misuse of confidential information or personal data. Except for Excluded Claims, each party's total liability arising out of this Agreement will not exceed the total commissions paid or payable to Affiliate under this Agreement during the 12 months before the event giving rise to the claim. Excluded Claims are: defense and indemnity obligations; fraud or willful misconduct; misuse of confidential information or personal data; Affiliate's violations of Section 8; commissions payable under Sections 5 and 14; and liability that law does not permit the parties to limit. Company does not guarantee uninterrupted provider services but remains responsible for its own express obligations.

17 Governing law, disputes, notices, and general terms

This Agreement is governed by the laws of the State of New Mexico, excluding conflict-of-law rules. The parties will first attempt to resolve any dispute through good-faith discussions for 30 days after written notice.

Arbitration. Any dispute not resolved by discussion will be resolved by binding arbitration administered by the American Arbitration Association (AAA) before a single arbitrator, in Albuquerque, New Mexico, or by video conference if both parties agree. The arbitration will proceed under the AAA Commercial Arbitration Rules, except that where the AAA determines that its Employment/Workplace Arbitration Rules, related due process standards, or fee schedules apply to the dispute, those rules, standards, and fee schedules will govern. Claims may be brought only on an individual basis, and not as a plaintiff or class member in any class, collective, or representative proceeding. Either party may bring an individual claim in small claims court or seek urgent injunctive relief in the state or federal courts located in Bernalillo County, New Mexico, which the parties agree have jurisdiction for those purposes and to enforce any award. To the extent any dispute proceeds in court, each party waives trial by jury.

Notices. All notices under this Agreement, including notices of breach, termination, or a dispute, must be sent by email to Company at the notice email address identified in its approval confirmation and to Affiliate at the email address provided in the application or to an updated email address provided by a party in writing. A notice is deemed given and effective when sent, provided the sender does not receive a delivery-failure notification. Each party is responsible for keeping its notice email address current and monitoring that address. Automatic termination under Section 13 does not require notice.

This Agreement, including Exhibit A, is the entire agreement on this affiliate relationship and supersedes prior representations on that subject. Affiliate may not assign it without Company's written consent; Company may assign it to a successor that assumes its obligations. An unenforceable provision will be severed or narrowed only to the extent necessary. Failure to enforce a provision is not a waiver. Electronic signatures and counterparts are permitted. Confidentiality, data protection, non-solicitation, indemnity, limits of liability, dispute resolution, error and fraud corrections, accrued claims, and the Final Run-Off survive termination.

18 Online application and electronic acceptance

You may submit your affiliate application and accept this Agreement before purchasing the qualifying membership. Submission does not appoint you as an affiliate, authorize program promotion, or create a right to commissions. If the Qualifying Member is not already covered by an active membership, complete the membership purchase through the enrollment link provided after application submission. Company verifies active membership before submitting your affiliate enrollment to Health Compass for issuance of your affiliate link. Membership enrollment and payment occur separately under the applicable membership terms; checking the affiliate agreement box does not purchase a membership or authorize a membership charge.

By selecting the required agreement acceptance checkbox and submitting the online application, you acknowledge that you have read and agree to this Agreement, including Exhibit A, and intend that action to serve as your electronic signature. If applying for an entity, you sign on its behalf and confirm your authority to bind it. Company accepts this Agreement through its electronic approval under Section 13; a separate handwritten signature or countersignature is not required. The application information, submitted agreement version, and acceptance date and time form the electronic acceptance record. You consent to electronic execution and delivery of this Agreement and may download and retain a copy from the application page. Affiliate notices will use the application email address unless updated under Section 17.

Exhibit A: Current Compensation Schedule and Program Terms

Current Compensation Schedule

Compensation schedule as of October 7, 2026

The current Commission Base is \$50.00 per qualifying paid membership month received by Company.

Commission level	Percentage of Commission Base	Current commission per qualifying membership month
Level 1	60%	\$30.00
Level 2	15%	\$7.50
Level 3	5%	\$2.50

These amounts disclose the compensation calculation in effect on the date above. They automatically adjust if upstream compensation changes under Section 12. Actual total earnings depend on qualifying paid memberships, attribution, eligibility, and the Agreement's payment terms. No minimum total earnings are guaranteed.

Program Terms

Company may update these Program Terms under Section 12. Current as of October 7, 2026.

Term	Current value
Membership price	\$165 per month
Excluded jurisdictions	New York. Marketing elsewhere only where Company has authorized the program.
Reenrollment	As stated in the current membership terms (currently a 180-day restriction after cancellation)
Initial processing	First commission on a new membership typically paid 45 to 60 days after enrollment (estimate, not guaranteed)
Payout cutoff	Commissions with an Earned Date on or before the 15th pay on the last Friday of that month; after the 15th, the last Friday of the following month
Holiday rule	If the last Friday is a bank holiday, payment is made the prior business day
Minimum payout	\$30; smaller balances carry forward. Does not apply to the Final Run-Off.
Payment method	Electronic transfer