



PARTNER AGREEMENT

THIS PARTNER AGREEMENT (this “**Agreement**”) is dated as of _____ (the “**Effective Date**”), by and among Elderlife Financial Services, LLC, a Delaware limited liability company (the “**EFS**”) and _____, a _____, including the communities or affiliates listed on Exhibit A (collectively, the “**Partner**”) (collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, the Partner is a community providing independent and or assisted living and related products and services; and

WHEREAS, the Parties desire to set forth the terms and conditions upon which EFS will arrange consumer lending services to Partner’s current and future resident(s) and/or their family members other interested parties (“**Loan Programs**”), for purposes of funding the costs related to accessing Partners products and services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

AGREEMENT

1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of one year (the “**Term**”). Upon expiration of the initial Term, this Agreement shall continue for an additional one year term that either party may terminate by providing 60 days prior written notice.
2. **Services.** During the Term of this Agreement, EFS shall provide to Partner the coordination of loan programs and additional services including:
 - a. Train, educate and support Partner on the applicable Loan Programs via telephone and email (in person training is extra).
 - b. Operate a customer service center (“**Family Service Center**”) that describes the Loan Programs, distributes marketing materials and processes loan application.
 - c. Permit Partner to the limited use of EFS’ logo and other trademark property with prior written consent of EFS.
 - e. EFS shall cause its funding source to remit funds on behalf of each resident that is the subject of any Elderlife loan directly to Partner or its applicable participating community. Partner agrees and understands that EFS shall solely provide these funds via automated clearing house (“**ACH**”).
 - f. Provide telephonic and webinar training support.

Partner understands and acknowledges that EFS's services do not include tax, accounting or legal advice.

3. **Compensation.** As compensation for the services to be performed pursuant to this Agreement, Partner agrees to pay EFS:
- a. A onetime set up fee of \$aaaa for each community Partner wishes to have participate in EFS' services. This setup fee is due upon execution of this Agreement or when the Partner adds a community to this Agreement;
 - i. As part of the onetime set up fee, EFS shall add Partner to its network of participating communities.
 - b. A onetime \$aaaa fee for setup and ongoing loan administration and disbursement(s) for each new line of credit originated with the use of EFS' services ("Compensation").
 - c. As an option, Partner may request in-person training. If Partner requests in-person training, Partner shall pay EFS' reasonable travel expenses of \$aaaa for each in-person training;
 - i. EFS shall generate a single monthly invoice which will reflect the prior month's initial loan disbursements. Partner agrees to receive EFS' invoice via electronic mail and to appoint a designated individual within Partner's operations responsible for the receipt and processing of the invoice. Partner shall pay the invoice within 30 days of receipt of the invoice and in the form of ACH or a check payable to EFS.

Contact Name for billing is: _____
Contact Email Address: _____
Primary Billing Address: _____

4. **Non-Compete:** During the Term of this Agreement and for a period of twelve months (12) after the expiration or termination of this Agreement, the Company shall not directly or indirectly solicit or accept, or in any manner cooperate with its clients or potential clients in directly or indirectly soliciting or accepting, funding for a like program from any of the Company's lenders or banks participating or having participated in any one or more of Consultant's Programs except through Consultant or with Consultant's prior written consent in each instance. In addition, and for a period of twelve months (12) the Company shall not solicit for employ in any manner, the Consultant, including but not limited to its employees, directors, officers, and consultants.

5. **Disputes with Families:** All disputes between Provider and Family relating to payment or care issues are to be settled by Provider and Family. Any refunds or moneys owed to the Family by Provider are to be disbursed directly to Family and not to Elderlife. Elderlife does not bear any responsibility for such transactions.

6. **Provider Support Programs:** Provider may decide to offer an incentive to a Family for choosing the Elderlife Loan Program. For example, a Provider may decide to cover a Family's interest charges for the first six months of a resident's stay at a property. If Provider elects to offer such a program, Provider will make it clear to the Family that (i) the arrangement exists between the Provider and the Family (ii) all of the details and logistics regarding reimbursement and/or support are strictly between Provider and the Family (iii) that Elderlife is not a party to the arrangement and (iv) the Family must continue to make its loan payments and meet its contractual obligations with Elderlife as per the loan documents irrespective of what Provider has offered in its incentive program.

7. Representations and Warranties: No party will be liable to other parties for any failure or delay in its performance of this Agreement, if such failure or delay arises out of causes beyond the control, and without the fault or negligence of such party. Partner understands and agrees that it, along with its participating communities, shall provide partner with reasonable written notice of any material issues related to Partners licensing, accreditation or other business issues which may impact this Agreement.

8. Mutual Indemnity. Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party, its parents, subsidiaries, affiliates, directors, officers, employees, agents and subcontractors (any such party seeking indemnification, the "Indemnified Party") from and against any and all liabilities, losses, damages and expenses (including reasonable attorneys fees and expenses) arising from or relating to (i) any claim arising with respect to any breach of this Agreement by the Indemnifying Party, or (ii) any legal claim, defense, demand, offset, counterclaim, right or cause of action asserted, instituted or threatened against the Indemnified Party (a "Claim") made by any customer, governmental authority or third party to the extent arising out of the negligent operations or activities of the Indemnifying Party in connection with this Agreement.

9. Confidentiality. In recognition of the confidential nature of certain of the information which will be exchanged by the Parties, the Company and the Consultant agrees to retain in confidence, and to require its directors, officers, employees, consultants, professional representatives and agents (collectively, its "Representatives") to retain in confidence all information transmitted or disclosed to it by the other party, and further agrees that it shall not use for its own benefit (other than in connection with the transactions contemplated by this Agreement) and shall not use or disclose to any third party, or permit the use or disclosure to any third party of, any information obtained from or revealed by any other party, except that each the Consultant and the Company may disclose the information to those of its Representatives who need the information for the proper performance of their assigned duties with respect to the consummation of the transactions contemplated hereby. In making such information available to its Representatives, the Consultant and the Company shall take all precautions to ensure that its Representatives use the information only as permitted hereby. Notwithstanding anything to the contrary in the foregoing provisions, such information may be disclosed: (a) where it is legally necessary, to any regulatory authorities or governmental agencies; (b) if it is required by court order or decree or applicable law; (c) if it is ascertainable or obtained from public or published information; (d) if it is received from a third party not known to the recipient to be under an obligation to keep such information confidential; or (e) if the recipient can demonstrate that such information was in its possession prior to disclosure thereof in connection with this Agreement. If any party is required to make disclosure of any such information by operation of law, such disclosing party will give the other party prior notice of the making of such disclosure and will use all reasonable efforts to afford such other party an opportunity to contest the making of such disclosure.

- a. Information, Trade Secrets and Lender Relationships: The Company, and its affiliates, successors and assigns, acknowledge that in rendering services hereunder Consultant is likely to disclose to the Company oral or written information which Consultant has developed, assembled or acquired (collectively, and including the confidential information detailed above "Confidential Information"). All information transmitted by the Consultant to the Company, whether in writing, electronically, by oral communication, or otherwise shall be deemed to be confidential in nature. Confidential Information shall include but not be limited to, (i) information regarding the pricing matrix, and (ii) information regarding the banks, institutional lenders and non-institutional lenders that may provide financing under the Consultant and its programs or under other programs developed, to be

developed, or promoted by the Consultant. The Company agrees that Confidential Information was developed at substantial effort and expense, and includes Consultant's trade secrets and opportunities for new and/or developing business.

10. Health Insurance Portability and Accountability Act. During the term of this Agreement, to the extent, if any, that the Consultant triggers the HIPAA regulations and is deemed to be a Business Associate, as defined by HIPAA, and thus has access to, uses, or discloses PHI, the Consultant shall comply with the applicable requirements under HIPAA. Without limiting the foregoing, the Consultant may use or disclose PHI only if such use or disclosure is permitted by this Agreement or HIPAA. The Consultant shall limit any use, disclosure, or request for use or disclosure to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request in accordance with the requirements of HIPAA.

11. General Provisions:

- a. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.
- b. Complete Agreement. This Agreement and those documents expressly referred to herein embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof.
- c. Counterparts; Electronic Transmission. This Agreement may be executed simultaneously in multiple counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement. Each party to this Agreement agrees that the transmission of its own signature by facsimile, PDF or other electronic means will bind it and that it will accept similarly transmitted signature of each other party.
- d. Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of and be enforceable by the Consultant, the Company and their respective successors and assigns.
- e. Governing Law. This Agreement shall be governed by the laws of the state of Delaware.
- f. Surviving Obligations. Sections 4, 5,6 and 8 shall survive the termination of this Agreement.
- g. Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of the Company and the Consultant.
- h. Notices. Any notices provided for in this Agreement will be in writing and will be effective immediately when delivered in person or three days after such notice is deposited in the United States mail, postage prepaid, and addressed to the principal place of business for either the Company or the Consultant.
- i. Remedies. The Company agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information will cause irreparable harm and significant injury to The Consultant, the extent of which

will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, The Company agrees that the Consultant, in addition to any other available remedies, shall have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement, without the necessity of posting any bond or other security. The Company shall notify the Consultant in writing immediately upon the Company's becoming aware of any such breach or threatened breach.

Agreed to and Accepted:

ELDERLIFE FINANCIAL SERVICES, LLC

BY _____

NAME _____

DATE _____

COMPANY:

BY _____

NAME _____

DATE _____

EXHIBIT B

Partner's ACH information

EXHIBIT C

EFS' ACH information
