Broker Agency Name

Castle Lake Insurance

Agency Contact Email

mattw@castlelakeinsurance.com

Broker Address

1601 Antler Dr
Idaho Falls, ID 83404
United States

Company Name

Jefferson County

Company Address

210 Courthouse Way
Rigby, Idaho 83442
United States

Review and Acceptance

This Broker Participation Agreement ("Agreement") is entered into and becomes effective as of the date on which the Broker electronically executes this Agreement, as reflected in the electronic submission and signature record (the "Effective Date"), by and between:

O'Eme, LLC, a Delaware limited liability company, with its principal business address at 800 N King Street, Suite 304-2331, Wilmington, DE 19801 ("O'Eme");

and

the Broker identified in the electronic registration and signature submitted in connection with this Agreement ("Broker").

The Broker's legal name, business address, and other identifying information provided in the electronic submission are incorporated into and made a part of this Agreement for all purposes.

This Agreement applies solely to the Client identified in the electronic registration submitted in connection with this Agreement (the "Client"). The Client's company name, business address, and other identifying information provided in that submission are incorporated into and form part of this Agreement solely for the purpose of identifying the Client to whom this Agreement applies.

O'Eme and Broker may each be referred to individually as a "Party" and collectively as the "Parties."

1. Purpose

This Agreement governs Broker's participation in and use of O'Eme's platform and Services through approved sponsorship, licensing, funding, or deployment structures authorized by O'Eme.

Broker acknowledges that access to the Services under this Agreement is provided through approved sponsorship or licensing structures and not through any unrestricted or perpetual independent platform ownership right.

This Agreement establishes the operational governance framework governing Broker's use of the Services, including proofing responsibilities, communication responsibilities, deployment obligations, participation standards, operational limitations, compliance obligations, liability allocations, indemnification obligations, and sponsorship dependency requirements.

2. Definitions

"Activation" means the release, delivery, publication, launch, or availability of the Services for employee or End User access.

"Approved Sponsorship Partner" means a carrier, general agency, or other entity expressly authorized by O'Eme to sponsor, fund, subsidize, reimburse, support, or otherwise participate in approved deployments under an authorized sponsorship or licensing structure.

"Hub" means the employer-branded communication environment created and hosted by O'Eme.

"Broker" means the licensed broker, agency, consultant, representative, or authorized party responsible for the applicable employer relationship and enrollment communication process.

"Carrier Sponsored Deployment" means a deployment funded, sponsored, subsidized, reimbursed, supported, or otherwise financially participated in by an Approved Sponsorship Partner.

"Client" or "Employer Customer" means the employer group receiving the Services.

"Customer Data" means all data, documents, materials, communication assets, and information submitted to O'Eme in connection with the Services.

"End Users" means employees, spouses, dependents, participants, and other authorized individuals accessing or interacting with the Services.

"Official Carrier Documents" means carrier-issued quotes, Summary Plan Descriptions (SPDs), Summary of Benefits and Coverage (SBCs), certificates, schedules of benefits, policies, benefit summaries, and related governing plan documentation.

"Services" means O'Eme's communication platform and related deliverables, including:

- Hub creation and hosting;
- Enrollment Meeting On Demand (EMOD™);
- segmented benefit communication video assets;
- AI-assisted script generation;
- proofing workflows;
- Sherp™ AI assistant;
- SMS and email communication workflows;
- Open Enrollment posters and awareness materials;
- multilingual communication support; and
- related communication and educational deliverables.

3. Access to Services

Broker is granted a limited, non-exclusive, non-transferable right to access and use the Services solely in connection with approved deployments authorized by O'Eme.

Broker acknowledges and agrees that:

- no unrestricted platform ownership rights are granted under this Agreement;
- participation rights remain subject to sponsorship eligibility and operational approval;
- access to the Services may be limited, suspended, denied, or terminated based upon sponsorship status, operational requirements, compliance obligations, or violation of this Agreement; and
- Broker may not transfer, sublicense, replicate, commercialize, or redeploy the Services outside approved deployment structures authorized by O'Eme.

O'Eme retains sole authority over:

- platform operations;
- deployment approvals;
- sponsorship eligibility;
- operational requirements;
- workflow standards;
- Service administration; and
- participation eligibility.

4. Sponsorship Relationship and Dependency

Broker acknowledges that access to the Services through sponsored deployment structures remains dependent upon:

- continued participation of the applicable Approved Sponsorship Partner;
- continued eligibility of the applicable employer group;
- Broker remaining in good standing under this Agreement; and
- compliance with applicable operational and deployment requirements established by O'Eme.

If:

- the applicable employer group no longer maintains qualifying business associated with the applicable sponsored deployment structure;
- sponsorship support is withdrawn, terminated, suspended, or not renewed;
- the applicable Approved Sponsorship Partner relationship terminates or expires; or
- Broker breaches this Agreement or fails to satisfy operational requirements;

then O'Eme may suspend, terminate, limit, or decline renewal of access to the applicable sponsored deployment.

Approved sponsored deployments that have been funded and Activated shall remain available through the applicable active benefit plan period or policy term for which sponsorship and deployment were approved.

Continuation beyond the active sponsored period shall require:

- continued sponsorship eligibility;
- continued participation by the applicable Approved Sponsorship Partner; or
- a separate agreement or independent deployment arrangement with O'Eme.

5. Broker Responsibilities

Broker remains solely responsible for:

- reviewing all generated content;
- validating plan details and communication accuracy;
- ensuring consistency with Official Carrier Documents;
- obtaining all necessary authorizations and approvals;
- ensuring lawful use of the Services;
- ensuring compliance with applicable laws and regulations;
- ensuring communication accuracy prior to Activation;
- managing Employer Customer relationships; and
- ensuring all employee-facing communications are appropriate and approved prior to release.

Broker acknowledges that O'Eme relies upon Broker-provided, Employer Customer-provided, and sponsor-provided information and does not independently verify the accuracy or completeness of such information.

6. Relationship Among O'Eme, Broker, Employer Customer, and Approved Sponsorship Partners

The Parties acknowledge and agree that O'Eme operates as an independent communication and technology platform provider.

Approved Sponsorship Partners participate solely as sponsors, funding participants, strategic distribution participants, or approved support entities associated with sponsored deployment structures.

Approved Sponsorship Partners do not:

- operate or control the Services;
- administer enrollment activity;
- manage employee communications;
- author, validate, edit, approve, or publish employee-facing content;
- administer End User interactions;
- provide legal, financial, tax, medical, or insurance advice through the Services; or
- assume operational responsibility for Broker, Employer Customer, or End User use of the Services.

All Terms of Use obligations, operational responsibilities, deployment obligations, proofing obligations, communication obligations, approval obligations, consent obligations, and platform usage obligations remain solely between:

- O'Eme;
- Broker; and
- the applicable Employer Customer.

Approved Sponsorship Partners shall not be considered:

- the operator of the Services;
- the publisher of employee-facing communications;
- the owner of employer-specific deployments;
- responsible for platform administration; or
- liable for the use of the Services by Brokers, Employer Customers, employees, participants, spouses, dependents, or other End Users.

Nothing contained within this Agreement shall be interpreted as creating:

- a joint venture;
- co-authorship;
- fiduciary responsibility;
- operational control; or
- liability assumption by any Approved Sponsorship Partner for the Services or their use.

7. Proofing and Approval Responsibility

Broker is solely responsible for reviewing, validating, editing, approving, and authorizing all employee-facing content prior to Activation.

Broker acknowledges and agrees that:

- Official Carrier Documents remain the sole and controlling source of truth for all benefit plan details;
- O'Eme's Services are provided as communication and educational infrastructure only; and
- all generated content remains subject to Broker review and approval prior to publication or release.

Following delivery of proofing materials:

- revisions requested after content has been approved may require reprocessing and may be subject to O'Eme's then-current reprocessing fee, including a fee of up to Two Hundred Ninety-Five Dollars (US $295), where applicable.

Broker assumes full responsibility for all content once approved.

Approved Sponsorship Partners shall not be responsible for reviewing, validating, proofing, editing, or approving employee-facing communications unless expressly agreed in a separate written agreement executed by O'Eme.

8. Services Scope

The Services are provided for educational and communication purposes only and are intended to support enrollment communication, employee education, multilingual accessibility, and related engagement initiatives. The Services, including the Hub, are informational in nature, are not a system of record, and are not intended to store protected health information or employee enrollment elections.

The Services do not replace:

- Official Carrier Documents;
- formal enrollment systems;
- plan administration systems;
- legal advice;
- tax advice;
- financial advice;
- insurance advice; or
- Employer Customer, Broker, carrier, or administrator obligations.

Services may include:

- Hub creation and hosting;
- Enrollment Meeting On Demand (EMOD™);
- segmented communication videos;
- AI-assisted script generation;
- Sherp™ AI assistant functionality;
- SMS and email communication workflows;
- Open Enrollment awareness materials; and
- multilingual communication support.

9. Sherp™ AI Assistant

Sherp™ is provided for educational purposes only.

Sherp™ does not:

- provide legal, medical, tax, financial, or insurance advice;
- determine eligibility;
- adjudicate claims;
- enroll participants;
- replace Official Carrier Documents; or
- replace Broker, Employer Customer, carrier, or administrator responsibilities.

Complex or individualized matters may be escalated pursuant to O'Eme operational workflows and applicable consent procedures.

Sherp™ utilizes retrieval-assisted artificial intelligence to provide educational information based upon communication materials and related documentation made available through the Services.

Sherp™ may:

- answer common benefit-related questions;
- explain plan features, cost-sharing, and general benefit concepts;
- assist End Users in identifying or understanding available plan options based upon information voluntarily provided by the End User; and
- facilitate escalation of complex inquiries to Broker or Employer Customer representatives.

Sherp™ does not:

- have access to employee enrollment elections unless voluntarily provided by the End User;
- confirm coverage, eligibility, or enrollment status;
- guarantee benefits, claim outcomes, or plan interpretation;
- authorize or adjudicate claims; or
- provide legal, medical, financial, tax, or insurance advice.

Where escalation is appropriate, Sherp™ may collect limited contact information, including name, date of birth, email address, and telephone number, together with the End User's consent, solely for the purpose of facilitating follow-up by the applicable Broker, Employer Customer, or authorized representative.

10. Data Management and Limited Information Sharing

O'Eme maintains commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data and information submitted in connection with the Services.

Broker acknowledges and agrees that limited employee and participant contact information, including name, email address, and mobile phone number, may be shared with an Approved Sponsorship Partner solely in connection with services related to the administration, communication, support, servicing, engagement, or management of employee benefit-related programs, contracts, policies, enrollment initiatives, or related services associated with the applicable sponsored deployment.

Where Sherp™ or other Service functionality facilitates escalation of an employee or participant inquiry, O'Eme may collect and transmit only the minimum contact information reasonably necessary to facilitate follow-up by the applicable Broker, Employer Customer, Approved Sponsorship Partner, or other

authorized representative, and only in accordance with the applicable operational workflow and any required user acknowledgments or consents.

Such information shall not be sold, resold, or used for unrelated third-party marketing purposes by O'Eme. O'Eme does not use Sherp™ interactions for advertising or behavioral marketing purposes and does not disclose the contents of individual Sherp™ conversations except as reasonably necessary to provide the Services, facilitate requested support, comply with applicable law, or as otherwise authorized by the applicable user or Broker.

O'Eme may collect and use aggregated, anonymized, or de-identified operational information, including usage activity, interaction trends, platform performance metrics, and satisfaction feedback, solely for the purposes of operating, maintaining, securing, improving, analyzing, and reporting on the Services. Such information does not identify individual employees or participants.

Broker represents and warrants that Broker and the applicable Employer Customer possess all necessary rights, permissions, authorizations, disclosures, and consents required to provide such information in connection with the Services and the applicable sponsored deployment structure.

Approved Sponsorship Partner participation does not make such parties responsible for:

- O'Eme platform operations;
- Broker-provided data;
- Employer Customer-provided data;
- End User interactions;
- Customer Data management within the Services; or
- the privacy, security, or administration of the O'Eme platform or Services.

11. Acceptable Use Restrictions

Broker shall not:

- misuse or attempt to interfere with the Services;
- reverse engineer or attempt to replicate the platform;
- use the Services outside approved deployment structures;
- transfer or sublicense participation rights;
- reproduce or commercialize O'Eme workflows or platform structures;
- use the Services in violation of applicable laws; or
- represent that any Approved Sponsorship Partner operates, controls, authors, or administers the Services.

12. Uploaded Documents and Sensitive Information

Broker is solely responsible for all documents, files, content, and information uploaded to the O'Eme platform, including but not limited to benefit summaries, Summary of Benefits and Coverage (SBCs), plan documents, rate sheets, policies, employee communications, handbooks, rider information, value-added program materials, and any documents uploaded for script generation, content creation, or inclusion within Sherp™'s knowledge base.

Broker acknowledges that documents uploaded to the O'Eme platform for script generation or Sherp™'s knowledge base may be indexed, searched, summarized, referenced, and made available through employee-facing educational and support resources. Accordingly, all uploaded documents should be treated as employee-facing content.

Broker shall review all uploaded documents prior to submission and shall not upload social security numbers, protected health information (PHI), financial account information, government-issued identification numbers, census files, enrollment reports, eligibility files, payroll exports, claim reports, dependent information, or other confidential, regulated, sensitive, or employee-level data not intended for employee access.

O'Eme does not review, monitor, screen, audit, redact, or verify uploaded documents for sensitive information and assumes no responsibility for identifying, preventing, or removing such information. Broker acknowledges that O'Eme relies entirely upon Broker to determine the appropriateness of all uploaded content.

Broker assumes full responsibility for the content of all uploaded documents and for compliance with all applicable privacy, confidentiality, and data protection requirements.

Broker shall defend, indemnify, and hold harmless O'Eme, its affiliates, officers, employees, contractors, and agents from and against any claims, damages, liabilities, fines, penalties, costs, expenses, and attorneys' fees arising out of or relating to Broker's upload, disclosure, or submission of confidential, regulated, sensitive, or employee-level information to the O'Eme platform.

13. Compliance Responsibilities

Broker remains solely responsible for compliance with all applicable federal, state, and local laws, regulations, industry requirements, privacy obligations, communication obligations, licensing obligations, and consent requirements associated with Broker's use of the Services and the applicable sponsored deployment.

Without limiting the foregoing, Broker is solely responsible for:

- obtaining and maintaining all required authorizations, permissions, disclosures, and consents necessary to use the Services;
- ensuring the accuracy and legality of Customer Data and communications submitted through the Services;
- complying with all applicable privacy, data protection, and employee communication requirements;
- obtaining any legally required consent for SMS, email, or other electronic communications initiated through or supported by the Services; and
- ensuring that employee communications comply with applicable opt-out, notice, and messaging requirements, including applicable A2P messaging regulations where SMS communications are utilized.

Broker acknowledges that:

- O'Eme provides communication and educational infrastructure only and does not provide legal, regulatory, compliance, insurance, tax, financial, or

medical advice;
- O'Eme does not assume Broker's compliance obligations through the provision of the Services; and
- Approved Sponsorship Partners do not assume Broker compliance obligations by funding or supporting sponsored deployments.

14. Indemnification

Broker agrees to indemnify, defend, and hold harmless O'Eme and its affiliates, officers, employees, and agents from and against any claims, damages, liabilities, fines, penalties, costs, expenses, and reasonable attorneys' fees arising from:

- Broker-provided data;
- misuse of the Services;
- failure to comply with applicable laws;
- upload, disclosure, or submission of confidential, regulated, sensitive, or employee-level information in violation of Section 12; or
- any breach of this Agreement by Broker.

15. Intellectual Property

All intellectual property rights in the Services remain the exclusive property of O'Eme.

Broker receives no ownership interest in:

- the Services;
- platform infrastructure;
- workflows;
- Hub templates;
- Sherp™ functionality;
- software;
- communication structures;
- AI orchestration logic; or
- related deliverables.

EMOD™ scripts, communication videos, and related deliverables may contain recurring educational disclosures presented throughout the content in varying forms or language. Such disclosures are intentionally incorporated as part of O'Eme's proprietary communication methodology to reinforce that Official Carrier Documents, including Summary of Benefits and Coverage (SBCs), Summary Plan Descriptions (SPDs), policies, certificates, and other governing plan documents, remain the controlling source of benefit information in all cases.

Broker shall not copy, replicate, commercialize, reverse engineer, sublicense, distribute, or create derivative works from the Services without O'Eme's prior written consent.

16. Service Duration and Continuity

Each approved deployment remains active for the applicable sponsored benefit plan period or policy term for which the deployment was approved and funded.

Continuation or renewal beyond the applicable sponsored term remains subject to:

- sponsorship eligibility;
- participation status of the applicable Approved Sponsorship Partner;
- continued qualifying business associated with the sponsored deployment; and
- operational approval by O'Eme.

16.1 Continuing Effect of Agreement

This Agreement is intended to establish an ongoing relationship between O'Eme and Broker and shall remain in full force and effect until terminated in accordance with Section 19. The completion of any individual deployment, benefit plan year, policy period, or employer group renewal shall not terminate or otherwise affect the continued validity or enforceability of this Agreement.

While this Agreement remains in effect, Broker may submit employer groups for new or renewal deployments from time to time. Each approved deployment or renewal deployment shall be governed by the terms of this Agreement and O'Eme's then-current operational workflows, participation requirements, sponsorship eligibility, pricing, and proofing procedures. Execution of a new Broker Participation Agreement shall not be required for subsequent renewal deployments unless expressly requested by O'Eme.

17. Warranty Disclaimer

THE SERVICES ARE PROVIDED FOR EDUCATIONAL AND COMMUNICATION PURPOSES ONLY AND ARE PROVIDED "AS IS" AND "AS AVAILABLE."

TO THE MAXIMUM EXTENT PERMITTED BY LAW, O'EME DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THAT THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, OR PRODUCE ANY PARTICULAR BUSINESS RESULT.

18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL O'EME OR ANY APPROVED SPONSORSHIP PARTNER BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, OR BUSINESS INTERRUPTION ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT.

O'EME'S TOTAL AGGREGATE LIABILITY ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID TO O'EME FOR THE SPECIFIC DEPLOYMENT GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

Approved Sponsorship Partners shall have no liability arising from:

- platform operations;
- deployment workflows;
- Broker activities;
- Employer Customer activities;
- End User interactions;
- proofing obligations; or
- communication approvals associated with the Services.

19. Term and Termination

This Agreement shall remain in effect until terminated by either Party in accordance with this Agreement.

O'Eme may suspend or terminate Broker participation upon:

- breach of this Agreement;
- misuse of the Services;
- violation of applicable laws;
- failure to satisfy operational requirements;
- loss of sponsorship eligibility; or
- conduct reasonably determined by O'Eme to create operational, legal, reputational, or compliance risk.

Termination of this Agreement shall not affect:

- active deployments already approved and funded for the applicable sponsored term; or
- provisions intended to survive termination by their nature.

20. Miscellaneous

This Agreement constitutes the entire agreement between the Parties with respect to Broker participation in approved sponsorship and deployment structures associated with the Services.

Broker may not assign this Agreement without prior written consent from O'Eme.

If any provision is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Nothing contained within this Agreement creates:

- a joint venture;
- partnership ownership interest;
- fiduciary relationship; or
- agency relationship among O'Eme, Broker, Employer Customer, or any Approved Sponsorship Partner.

21. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Delaware.

Any disputes shall be resolved in the state or federal courts located within Delaware.

O'Eme may seek injunctive relief where necessary to protect its intellectual property, workflows, platform infrastructure, confidential information, or Services.

✔ I acknowledge that I have read, understand, and agree to the Broker Participation Agreement and consent to be bound by its terms.

Signature

Matthew B Waldram