



List Bill Account Agreement for New Business

AGENT INFORMATION

Agent Information

Agent Name:	Agent Number:
Agency:	
Agent Email Address:	Agent Phone Number:

Important Dates

Requested Effective Date	
List Bill Recurring Deduction Date:	(25th of Month prior to coverage active date)

Employer Information

Legal Name of Business/Entity:
Employer EIN# :
Complete Address:
Phone Number:
Billing Contact Name:
Billing Contact Business Email:

Employer Banking Information-ACH

Name on Account:	Bank Name:
Routing Number:	Account Number:

The Undersigned Employer hereby certifies and attests that 1) the above information is complete and accurate; 2) Employer has a duty to update or supplement the information provided above; and 3) the above information is incorporated into the parties' List Bill Account Agreement of even date.

EMPLOYER:

By: _____ Date: _____

Printed: _____ Its: _____

LIST BILL ACCOUNT AGREEMENT

This List Bill Account Agreement (this “Agreement”) is between Enroll Prime, LLC, a Michigan limited liability company (“Enroll Prime”) and the entity named in the List Bill Account for New Business Form attached hereto and incorporated by reference (“Employer”) (each a “Party” and collectively the “Parties”).

RECITALS

- A. Employer may, from time to time, make available to its employees certain insurance and non-insurance products (the “Products”); and
- B. Employer intends to collect the premiums and other amounts due from employees for their enrollment in the Products through payroll deductions; and
- C. Employer desires to engage Enroll Prime to provide list bill account services and Enroll Prime has agreed to provide such services under this Agreement.

TERMS

1. Enrollment. Employer shall provide Enroll Prime with all data necessary to enroll eligible employees in the Products through Enroll Prime's enrollment platform or eligibility file. Enroll Prime may decline any enrollment based on eligibility. If the billing services are for independent contractors (as defined by the IRS and applicable state law), "Employer" means "Business Entity" and "employee" means "independent contractor" throughout this Agreement. Employer shall submit enrollment change requests by the 10th of each month following enrollment. Enroll Prime will use commercially reasonable efforts to process timely submissions but cannot guarantee processing of late submissions. Late submissions may result in coverage gaps or delayed effective dates, for which Enroll Prime shall have no liability.
2. Invoices. By the 15th of each month following enrollment, Enroll Prime will use commercially reasonable efforts to generate a list-bill invoice from Employer's data. Employer has five (5) business days from receipt thereof to review, dispute any errors in writing, and ensure sufficient funds. Disputes not raised within five (5) business days are deemed waived, provided that this waiver shall not apply to mathematical errors such as duplicate charges or incorrect rate applications, which may be disputed within one hundred twenty (120) days of the invoice date. Invoice amounts may vary based on enrollment changes, cancellations, renewals or other factors.
3. Authorization. Employer hereby authorizes Enroll Prime, its affiliates, agents and representatives to charge, debit and withdraw from Employer's bank account all amounts due under the monthly invoices, including reconciliation adjustments, retroactive corrections, and all other amounts due and owing. Upon execution, Employer shall provide Enroll Prime with its account details for automatic withdrawals and all details, however provided are incorporated herein by reference. This authorization remains valid during the term of this Agreement and for ninety (90) days thereafter to permit collection of any outstanding amounts, reconciliation adjustments, or amounts discovered to be due after termination. Non-payment or delayed payment

may result in immediate loss or suspension of employee coverage as described in the Product's governing documents and Enroll Prime shall have no liability to Employer or its employees for any such loss or suspension of coverage. Employer shall indemnify and hold Enroll Prime harmless from any claims by employees related to coverage termination due to Employer's non-payment or delayed payment.

4. **Term and Termination.** This Agreement commences on the Effective Date (defined below) and continues month-to-month while Employer has employees enrolled in the Products. Either Party may terminate upon thirty (30) days' written notice. Enroll Prime may terminate immediately upon written notice for non-payment, fraud, material breach, regulatory requirements, or if Enroll Prime reasonably determines that continuing the relationship poses reputational, legal, or financial risk to Enroll Prime. Employer shall notify all participating employees in accordance with this Agreement and applicable law, including ERISA notification requirements if applicable, and provide Enroll Prime with written certification of such notification within five (5) business days of termination or upon request. Employer acknowledges that failure to properly notify employees may result in liability to Employer under ERISA and other applicable laws, and Employer agrees to indemnify Enroll Prime for any claims arising from Employer's failure to provide proper notice. Enroll Prime has no obligation to communicate directly with Employer's employees.

5. **Non-Exclusivity.** This Agreement does not prohibit: (a) employees from obtaining insurance from other carriers; (b) Employer from establishing list bill arrangements with other carriers; or (c) Enroll Prime from entering similar agreements with other employers or entities.

6. **Employer Certification.** Employer represents, warrants and agrees that: (a) Employer will pay all amounts due in advance as described in the monthly invoices; (b) Employer authorizes Enroll Prime to make automatic withdrawals from Employer's designated account by the 20th of each month for the following month's coverage (e.g., January payment covers February); (c) Employer has authority to authorize withdrawals by Enroll Prime and the account information provided by Employer is complete, accurate and current; (d) Employer is solely and exclusively responsible for all communications with and notifications to employees regarding the Products, including, without limitation, coverage terms, coverage termination, claims procedures, appeal rights, ERISA notices, COBRA notices if applicable, and any other legally required notifications, and Employer agrees to indemnify and hold Enroll Prime harmless from any claims arising from Employer's failure to provide such notifications; (e) Employer is solely responsible for determining Product eligibility for tax advantages under Internal Revenue Code Sections 106, 125, 162, or 220; (f) Enroll Prime has made no representations regarding tax treatment of premiums or benefits; (g) Employer does not endorse or require employee enrollment in Products; (h) Employer receives no consideration from Enroll Prime or its agents for Product sales; and (i) Employer has obtained and will maintain all necessary employee consents, authorizations, and notices required to share personal information with Enroll Prime in compliance with applicable federal and state privacy laws, including but not limited to HIPAA, state insurance privacy laws, and data breach notification laws, and Employer agrees to indemnify and hold Enroll Prime harmless from any claims, fines, or penalties arising from Employer's failure to obtain proper consents or provide required privacy notices; and (j) Employer acknowledges that it is acting as the plan sponsor and administrator for purposes of ERISA if applicable, and Employer assumes all fiduciary responsibilities and liabilities associated with such role.

7. Indemnification. Each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party, its affiliates, officers, directors, employees, members and agents (collectively, the "Indemnified Parties") from and against any and all third-party claims, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with any breach of this Agreement, gross negligence, or willful misconduct by the Indemnifying Party, its employees, agents, or contractors. The Indemnifying Party's obligation to defend shall be subject to the Indemnified Party: (i) providing prompt written notice of any claim; (ii) granting the Indemnifying Party sole control of the defense and settlement of such claim; and (iii) providing reasonable cooperation in the defense at the Indemnifying Party's expense. The Indemnifying Party shall not settle any claim in a manner that admits fault on behalf of the Indemnified Party, imposes obligations on the Indemnified Party, or includes any non-monetary terms affecting the Indemnified Party without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld. If the Indemnified Party withholds consent to a settlement, the Indemnifying Party's liability shall be limited to the amount of the rejected settlement offer plus defense costs incurred up to the date of rejection. Enroll Prime's total liability under this indemnification provision shall not exceed the total amounts paid by Employer to Enroll Prime under this Agreement in the twelve (12) months preceding the claim.

8. Confidentiality. Each Party acknowledges that during the term of this Agreement, it may receive confidential or proprietary information ("Confidential Information") from the other Party. The Parties agree to maintain the confidentiality of such information and not to disclose it to any third party without the prior written consent of the disclosing Party, except as required by law or as necessary to perform their obligations under this Agreement. Confidential Information shall include information that is marked as confidential or proprietary, or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include information that: (i) is or becomes publicly available through no breach of this Agreement; (ii) was rightfully in the receiving Party's possession prior to disclosure; (iii) is rightfully received from a third party without breach of any confidentiality obligation; or (iv) is independently developed by the receiving Party without use of or reference to the Confidential Information. The obligations of confidentiality shall survive the termination or expiration of this Agreement for a period of three (3) years, or indefinitely for trade secrets as defined under Michigan law. In the event any disclosure is required by law, court order, or governmental authority, the Party compelled to disclose shall, to the extent legally permissible, (i) promptly provide written notice to the other Party within forty-eight (48) hours of receiving such requirement, (ii) cooperate with the other Party in seeking a protective order or other appropriate remedy, (iii) only disclose the portion of Confidential Information legally required to be disclosed, and (iv) use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to any disclosed Confidential Information.

9. No Circumvention and No Disparagement. The Parties agree that during the term of this Agreement and for the three (3) year period following termination or expiration of this Agreement, neither Party shall, directly or indirectly, circumvent this Agreement. Additionally, the Parties shall not, for any reason, make or publish any statements or comments of a negative, untrue, defamatory or disparaging nature about the other Party to any person, including but not limited to those relating to the Party's products or services, or the character, professionalism, reputation, honesty, integrity, dedication to purpose, personal habits or other characteristics and the like of

any member of the Party's management, its employees, consultants, members, customers or suppliers; provided, however, that this provision shall not prohibit either Party from providing information requested by governmental agencies or court of law. Each party acknowledges that a breach of this provision would cause irreparable harm to the other party and that, in addition to any other remedies available at law or in equity, the non-breaching party shall be entitled to injunctive relief to enforce this provision. The Parties acknowledge that the restrictions set forth in this Agreement, including those related to non-circumvention, non-disparagement, and confidentiality, are reasonable and necessary to protect the legitimate business interests of Enroll Prime and Employer. These restrictions have been carefully considered and agreed upon by the Parties to ensure the protection of proprietary information, business relationships, and goodwill developed by the Parties.

10. Trade names. The Parties recognize the proprietary interest that each has in their corporate and trade names and therefore, (a) Enroll Prime represents and warrants that it will not use Employer's name except as contemplated by this Agreement; and (b) Employer represents and warrants that it will not use Enroll Prime's name without its express written consent.

11. No Partnership or Agency. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties. Each Party is an independent contractor and shall be responsible for its own business operations and expenses. Neither Party shall have the authority to bind the other Party or incur any obligation on behalf of the other Party except as specifically provided herein.

12. Dispute Resolution. The Parties agree that any dispute between them arising out of, based upon or relating to this Agreement shall be resolved exclusively by arbitration conducted in accordance with the Commercial Rules then in effect of the American Arbitration Association. Such arbitration shall be held in or around Oakland County, Michigan. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction. Each Party shall bear its own expenses arising out of any such proceeding, except that the fees and costs of any arbitrator(s) shall be borne equally by the Parties. Notwithstanding the obligations set forth in this Section, each Party shall be permitted to seek equitable relief from a court having jurisdiction to prevent the unauthorized use or misuse of their respective trademarks and service marks, and each Party shall be permitted to seek equitable relief to enforce the terms of this Agreement.

13. Effective Date. This Agreement shall be effective the date the last signatory signs this Agreement or the Parties first transact business as contemplated hereunder, whichever is first in time.

14. Miscellaneous. This Agreement shall be binding upon and for the benefit of the parties and their respective successors, heirs, assigns, and representatives. Each person executing this Agreement represents and warrants that they have full authority to execute this Agreement on behalf of the party for whom they are signing and to bind that party to all terms and conditions herein. This Agreement shall constitute the entire understanding of the Parties and supersedes all prior oral and written agreements or understandings between the Parties, and all prior benefits, obligations, and claims between the Parties. All modifications to this Agreement must be in writing

signed by the Parties. This Agreement may be executed in multiple counterparts, or any number of duplicate originals, but all of which together shall constitute one and the same instrument. The signatures may be by electronic or facsimile means and shall be treated and have the same effect as original signatures. The failure of a party to promptly enforce a right hereunder shall not constitute a waiver of such rights and the waiver of a right by a party upon the breach of this Agreement by another party shall not constitute a waiver with respect to subsequent breaches. This Agreement will be interpreted under the laws of the State of Michigan, without reference to its conflicts of law principles. Should any provision (or apart thereof) of this Agreement be held to be invalid and/or unenforceable, the remaining provisions of this Agreement shall remain in force to the maximum extent permitted under Michigan law. Any notice required under this Agreement shall be sent by messenger, certified or registered U.S. mail, a recognized national overnight delivery service for next business day delivery to an officer of the party at the principal place of business indicated above, or at such other address as provided by the Parties in writing from time to time. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Enroll Prime may contract some or all of the services hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

ENROLL PRIME, LLC	EMPLOYER
By: _____	By: _____
Printed:	Printed:
Its: Authorized Signer	Its:
Date: _____	Date: _____