

Consulting Services Agreement

Between Company and DYNASTY PLAYS, a dba of Silicon Benefits, Inc.

This Consulting Services Agreement ("Agreement") is entered into this ____ day of _____, 20__ ("Effective Date"), by and between _____ ("Company"), and DYNASTY PLAYS, a dba of Silicon Benefits, Inc. ("Consultant"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company and Consultant agree as follows:

1. Services to be Provided

Consultant agrees to provide consulting and advisory services to Company related to the design, implementation, optimization, and ongoing operation of Company's employee benefit programs and related decision-intelligence workflows, as further described in Exhibit A — Pricing & Engagement Schedule, attached hereto and incorporated herein (the "Services").

2. Independent Contractor

Consultant is an independent contractor for all purposes and at all times related to the Services. Consultant has the responsibility for, and control over, the means and details of performing the Services. Consultant shall be responsible for the reporting and payment of any and all taxes owing on the compensation paid hereunder. Consultant shall not be considered Company's employee, partner, or joint venturer for any purpose. As an independent contractor, Consultant shall not receive any employment benefits from Company, including health, life or disability insurance, retirement or pension plans, paid leave, or unemployment or workers' compensation insurance.

3. Compensation and Independence

For the Services, Consultant shall be compensated in accordance with the fees set forth in Exhibit A. Payment shall be made by Company to Consultant upon receipt of Consultant's invoice(s).

THIS IS THE WHOLE COMPENSATION STRUCTURE

Consultant's compensation under this Agreement consists exclusively of the fees set forth in Exhibit A, paid by Company to Consultant.

Consultant does not accept, has never accepted, and will not accept any commission, override, contingent fee, bonus, finder's fee, marketing allowance, soft-dollar credit, sponsorship, hospitality, gift, or any other consideration of any kind — direct or indirect, monetary or non-monetary — from any insurance carrier, third-party administrator, pharmacy benefit manager, broker, general agent, vendor, or any party other than Company in connection with this engagement or Company's benefit programs.

If any such consideration is offered to Consultant, Consultant shall decline in writing and notify Company within ten (10) business days.

This is the entire compensation structure. There is nothing else. This is why Dynasty Plays sits on Company's side of the table — no one else is paying us to sit anywhere else.

Consultant is not a licensed insurance broker, producer, or agent of record for any of Company's coverages. Consultant operates as a Management Services Organization providing advisory services to Company. Consultant is not a fiduciary under ERISA unless and until Company designates Consultant as such in a separate writing executed by both parties.

4. Confidentiality

"Confidential Information" means all information of any nature and in any form not readily available from public sources, including files, working papers, software, computer programs, correspondence, memoranda, know-how, methods of operation, techniques, processes, and other facts relating to the personnel, customers, suppliers, products, or business of Company, and used in connection with or relating to this Agreement. Confidential Information shall not include information previously known to Consultant without obligation of confidence, publicly disclosed by Company, rightfully received from a third party without obligation of confidence, or independently developed.

During the term of this Agreement and thereafter, Consultant shall keep and maintain Company's Confidential Information in strictest confidence and shall not disclose such information to any person or entity except as required to perform the Services or as required by law.

5. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for an initial term of three (3) years, with formal review milestones at the end of Year 1 and Year 2. Either party may terminate this Agreement for cause upon material breach by the other party that remains uncured thirty (30) days after written notice. Either party may terminate for convenience upon sixty (60) days' prior written notice. Upon termination, Company shall pay Consultant for Services rendered through the termination date.

6. Business Associate Agreement (Prerequisite)

Concurrently with the execution of this Agreement, Company and Consultant shall execute a Business Associate Agreement ("BAA") substantially in the form attached as part of the Transparency Packet. No Protected Health Information (PHI), as defined under HIPAA, shall be exchanged between the parties until the BAA is fully executed. The BAA shall flow down to any subcontractor engaged by Consultant that may access PHI.

7. Transparency Schedule

Consultant operates under a Transparency Schedule comprised of (i) this Agreement, (ii) the Business Associate Agreement, and (iii) Exhibit A — Pricing & Engagement Schedule. Together these documents disclose all fees, the full scope of Services, and Consultant's compensation policy. Company acknowledges receipt and review of all three documents prior to execution of this Agreement.

8. Applicable Law and Jurisdiction

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, without regard to conflict-of-laws principles. The parties consent to the exclusive jurisdiction of any state or federal court located within Tarrant County, Texas.

9. Attorney's Fees

The prevailing party in any litigation brought in connection with this Agreement shall be entitled to recover its reasonable attorney's fees, costs, and expenses from the other party.

10. Notices

All notices under this Agreement shall be in writing and delivered personally, by email, by certified mail (postage prepaid), or by overnight mail to the addresses set forth below. Notices by email shall be deemed given when sent. Notices by certified or overnight mail shall be deemed given when received. The specified addresses may be changed by notice to the other party.

Company	Consultant
_____ _____ _____ Email: _____	DYNASTY PLAYS, a dba of Silicon Benefits, Inc. 640 Taylor Street, Suite 1200 Fort Worth, Texas 76102 Email: don@dynastyplays.com (cc: don.canada@siliconbenefits.com)

11. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party.

12. Modifications

Any modifications to this Agreement shall be in writing and signed by both parties.

13. Entire Agreement

This Agreement, together with the Business Associate Agreement and Exhibit A — Pricing & Engagement Schedule, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings.

EXECUTED on the date and year first written above.

COMPANY

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT

DYNASTY PLAYS, a dba of Silicon Benefits, Inc.

By: _____

Name: Don M. Canada, Jr.

Title: President

Date: _____