

RELEASE AND AGREEMENT

First Sun EAP Alliance, Inc.

I hereby authorize First Sun EAP Alliance, Inc., together with its parent company and affiliates (hereinafter referred to as "First Sun") and any entity to whom it is authorized to disclose, use, and publish information related to the positive experience I have had with First Sun, including my written or recorded statements, photographs or videos of me, and relevant background information ("My Testimonial"). I will permit First Sun to use My Testimonial for the following (check all that are applicable):

- Printing My Testimonial in brochures, mailers, billboards, or other "hard copy" form.
- Posting My Testimonial on social media, such as Facebook or Twitter.
- Posting My Testimonial on You Tube or other similar Internet sites.
- Giving my name, contact information, and My Testimonial to a newspaper, television or other news reporter so the reporter can interview me.

I hereby assign and convey to First Sun any and all right, title or interest of any kind I may have or acquire to any and all copyright, trademark or other intellectual property right in My Testimonial, any product using or containing My Testimonial and any derivative works of My Testimonial. I understand and agree that I will not receive any compensation for any use of the My Testimonial described above. I hereby waive any right to inspect or approve the manner in which First Sun publishes or otherwise uses My Testimonial.

I hereby release, discharge and agree to hold harmless First Sun and any firm publishing and/or distributing My Testimonial, in whole or in part, from any and all claims and demands arising out of or in connection with the use of My Testimonial as outlined above, including without limitation any and all claims for libel or other defamation, invasion of privacy, right of publicity and any liability as a result of any distortion or alteration, either intentionally or otherwise, that may occur or be produced in the taking, processing or reproduction of the finished product, its publication or distribution of the same, even should the same subject me to ridicule, scandal, reproach, scorn or indignity.

I hereby warrant that I am eighteen years of age or older, am competent to contract in my own name, and have all necessary rights, authority and ability to enter into this Release and Agreement. I agree to indemnify and hold First Sun harmless in the event of a breach of the above warranty.

I have read the foregoing Release and Agreement before affixing my signature below, and warrant that I fully understand the contents thereof. This release shall be binding upon me and my heirs, legal representatives and assigns.

Signature: _____ Date: _____

Print Name: _____

Please return this form and the attached Authorization to:

First Sun EAP Alliance, Inc.

Attn: Testimonials

2700 Middleburg Drive, Suite 208

Columbia, SC 29204

Phone: 803-376-2668

firstsuneap@firstsuneap.com

First Sun EAP Authorization

Permitting Use and Disclosure of "My Testimonial"

First and Last Name (Please Print): _____

Mailing Address (Please Print): _____

I hereby authorize First Sun EAP Alliance, Inc. (First Sun), and any affiliate or agent of First Sun, to use, disclose, and publish the information about me described in the Release and Agreement to which this Authorization is attached ("My Testimonial"). I acknowledge that My Testimonial includes protected health information that is subject to Federal Privacy Law and that this Authorization permits First Sun to use and disclose this information in ways that would not otherwise be permitted by Federal Privacy Law.

I hereby give First Sun permission to use and disclose My Testimonial for First Sun's advertising and public relations activities, including but not limited to print, broadcast, and electronic formats and described in the boxes I checked on the Release and Agreement.

I understand that I may revoke this authorization at any time by providing written notice of my revocation to First Sun at the address below. I understand that revocation of this authorization will not affect any action First Sun takes in reliance on this authorization before First Sun receives my written notice of revocation.

I am making this authorization voluntarily and have had full opportunity to read and consider the contents of this authorization. I understand that:

First Sun will not condition my enrollment in a health plan, eligibility for benefits, or payment of claims upon my signing this authorization.

Information disclosed pursuant to this authorization will no longer be protected by federal or state privacy laws; and

This authorization will expire one year from the date signed, unless earlier revoked by me or by my personal representative.

Signature: _____ Date: _____

If you have any questions or wish to obtain a copy of this authorization, please contact us:

First Sun EAP Alliance, Inc.

Attn: Testimonials

2700 Middleburg Drive, Suite 208

Columbia, SC 29204

Phone: 803-376-2668

firstsuneap@firstsuneap.com

Would you like a First Sun EAP professional to follow up with you?
(If you have an issue that needs attention, we will be happy to give you a call.)

First & Last Name: _____

Phone number: _____ Email: _____

I agree to the First Sun EAP Release and Agreement.

I agree to First Sun EAP Authorization.

I am at least 18 years of age.

If you wish to mail your testimonial, please download, completely fill out all pages and send to:

First Sun EAP
2700 Middleburg Drive, Suite 208
Columbia, SC 29204

Or FAX to: 803-799-3772

Submit Form

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