

Exhibit D
(Standard Agreement)

MARKETING AND BRANDING GUIDELINES

All references to the California Health Benefit Exchange (the Exchange) or Covered CA refer to Covered California.

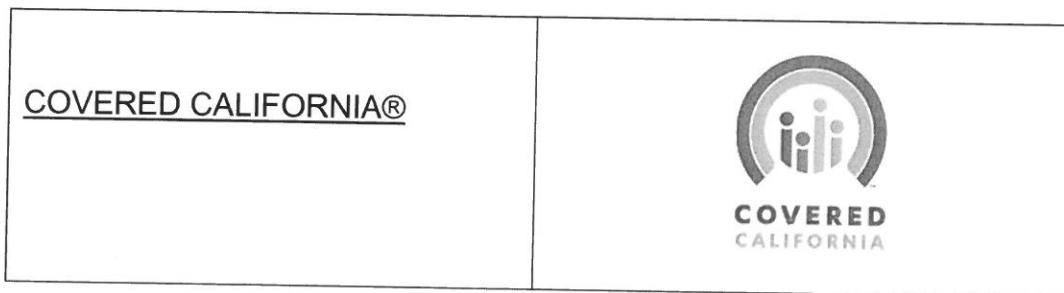
A. Trademark and Brand Usage Guidelines for Communications and Websites

1. Covered California's brand and trademarks, as described below ("Covered California Marks") are valuable intellectual property and important assets of the organization. The Covered California logo, and any other logo used to identify any product or service offered by Covered California, may not be used in any manner inconsistent with this Exhibit and the latest version of the Brand Style Guide available at <http://hbex.coveredca.com/toolkit> (herein incorporated by reference) without express written permission from Covered California.
2. The improper or unauthorized use of Covered California Marks or other intellectual property is a violation of Covered California's rights and is strictly prohibited. Unauthorized use or misrepresentation of Covered California is also a violation of state law section 100510 of the Government Code, section 1360.5 of the Health and Safety Code, and section 790.03 of the Insurance Code.
3. Section 100510 of the Government Code, section 1360.5 of the Health and Safety Code, and section 790.03 of the Insurance Code prohibits the holding of oneself out as representing, constituting, or otherwise providing services on behalf of Covered California established pursuant to section 100500 et seq. of the Government Code without a valid agreement with Covered California to engage in those activities. Any unauthorized use of the Covered California brand is outside of the scope of this Agreement.
4. Covered California reserves the right to revise the Brand Style Guide and Contractor will be bound to comply with the material contained in the updated guide immediately upon receipt or other notification of the new guide.

B. Non-Exclusive License

1. Subject to the terms of this Exhibit and Brand Style Guide, Covered CA conveys and Contractor accepts a non-exclusive, royalty-free license in the following Covered California Marks for the purposes specified within the Scope of Work (Exhibit A) of this Agreement.

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2. Contractor shall be entitled to use the Covered California Marks in conjunction with the marketing materials and websites referenced herein subject to the terms and conditions set forth within this Exhibit and Brand Style Guide for the sole purpose of promoting the services performed by Contractor under Exhibit A.
3. Covered California retains final discretion to determine if a Contractor's use of the Covered California marks complies with the terms and conditions set forth in this Exhibit and the Brand Style Guide.
4. Contractor accepts the above-referenced license "as-is" without any representations or warranties including, but not limited to, warranties of ownership or fitness for a particular purpose.
5. Contractor expressly acknowledges and agrees that nothing in this Exhibit is intended to nor shall result in the transfer of any ownership interests and that Covered California shall at all times remain the sole and exclusive owner of the Covered California Marks.
6. In addition to the terms and conditions set forth herein, Contractor understands and agrees that Covered California shall at all times be entitled to impose additional restrictions upon the use of the Covered California Marks for the sole purpose of protecting the goodwill and overall reputation of Covered California and Covered California Marks, in compliance with all applicable law.
7. Contractor shall be entitled to sub-license the use of the Covered California Marks; provided, however, that Contractor shall ensure that any and all subcontractors shall execute and strictly abide by the terms of conditions specified within this Exhibit.

C. Non-Affiliation & Non-Endorsement

1. Neither the above-referenced license nor Contractor's use of the Covered California Marks shall at any time be interpreted or construed as creating a

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partnership, co-ventureship or other agency relationship between Contractor and Covered CA. Other than the use of the Covered California Marks in accordance with the license conveyed in this Exhibit, Contractor shall strictly refrain from any representations reasonably calculated to suggest or imply the existence of any such relationship.

2. The above-referenced license shall likewise at no time be interpreted or construed as an express or implied endorsement of any product, service or activity provided by or engaged in by Contractor involving the Covered California Marks.
3. Contractor shall at all times defend, indemnify and hold Covered California harmless from and against any and all liability or claims arising directly or indirectly from any misrepresentation by Contractor of:
 - a. An agency relationship between Covered California and Contractor; and
 - b. An endorsement by Covered California of any product, service or activity provided or engaged in by Contractor for which the Covered California Marks are at any time used.

D. Term & Termination

Unless otherwise terminated earlier, the term of the license conveyed within this Exhibit shall commence on the effective date of the original Agreement and shall renew automatically on the date the original Agreement terminates. Contractor shall immediately discontinue the use of the Covered California Marks upon the termination of the Agreement for any reason.

E. Disclaimer

1. All marketing materials, external communications, or websites which use Covered California Marks or refer to Covered California in any way must be accompanied by the following disclaimer in a conspicuous font:
 - a. "Covered California," "California Health Benefit Exchange," and the Covered California Logo are registered trademarks or service marks of Covered California in the United States.
 - b. For purposes of this section, "conspicuous" means displayed apart from other print in not less than 12-point boldface font type in capital letters that is at least 2-point boldface font type sizes larger than the next largest print

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used, and in contrasting type, layout, font, or color in a manner that clearly calls attention to the language.

2. Each website that uses Covered California Marks must also include the following disclosure statement:

This website is owned and maintained by [Contractor Name], which is solely responsible for its content. This site is not maintained by or affiliated with Covered California, and Covered California bears no responsibility for its content. The email addresses and telephone numbers that appear throughout this site belong to [Contractor Name], and cannot be used to contact Covered California.

3. Covered California retains final discretion to determine whether Contractor is using the disclaimers above in a manner that complies with the terms and conditions of this Agreement and the Brand Style Guide.

F. Improper Uses of Covered California's Marks

1. Covered California's Marks may not be presented or used:
 - a. In a manner that suggests that editorial content has been authored by, or represents the views or opinions of, Covered California or its representatives, personnel or affiliates;
 - b. In a manner that is misleading, defamatory, obscene, infringing or otherwise objectionable;
 - c. In connection with any material that infringes the trademark, copyright or any other rights of any third party;
 - d. As part of a name of a product or service of a company or organization other than Covered California;
 - e. In a manner that infringes, derogates, dilutes, or impairs the rights of Covered California in such marks; or
 - f. In a manner that violates the Brand Style Guide
2. Covered California retains final discretion to determine whether the Contractor's use of Covered California's marks violates the terms of this Agreement and/or the Brand Style Guide.

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G. Improper Uses of California Health Benefit Exchange or Covered California in Contractor's Internet Domain Name

Contractor may not use the names California Health Benefit Exchange, Exchange, Covered California, Covered CA, the use of CCSB or Covered California for Small Business as a noun, or any derivations thereof, in the Contractor's internet domain name:

1. In a manner that creates a likelihood of confusion that the Contractor's website is sponsored by or affiliated with Covered California; and
2. Without the express written permission of Covered California.

H. Clearly Identifying Covered California Products

For any medium of communications used with consumers including, but not limited to, in person, over the phone, or online, Contractor must clearly identify which products are available through Covered California as well as which products are sold outside Covered California.

I. Marketing Materials – Definition

The term "marketing materials" extends beyond the public's general concept of advertising materials and includes any materials developed or distributed by a contractor which are aimed at prospective or existing clients and consumers of the Individual and CCSB Exchanges. Marketing materials include, but are not limited to, anything with Covered California Marks, printed collateral material, print advertising, social and digital media material and television and radio ads.

J. Marketing Materials Subject to the Marketing Guidelines

All marketing materials that mention, promote participation in, or reference Covered California are subject to this Exhibit and the Brand Style Guide. However, these Marketing Guidelines do not apply to those marketing materials that do not promote, discuss or reference Covered California in any way.

K. General Marketing Material and Direct Mail Communications.

Upon request, Contractor shall provide Covered California with at least one (1) copy, unless otherwise specified by Covered California, of any marketing materials that Contractor intends to use, mail, or has mailed, to its clients or prospective clients including, but not limited to, brochures, leaflets, postcards, presentations, advertisements in phone books, newsletters, health education

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materials, and special announcements. Covered California shall have the right to request changes to or prohibit the distribution or use of any marketing material as determined by Covered California in its sole discretion.

L. Submission Requirements & Process for Advertising Material

1. Any question regarding the compliance of Contractor's marketing materials with this Exhibit and the Brand Style Guide must be submitted for review and approval to Covered California at agents@covered.ca.gov. Contractor shall allow at least 10 (ten) business days from the date of the request for Covered California to review any materials submitted.
 - a. When submitting required materials for approval, indicate the following in the subject line: Advertising Approval Request - Contractor name and material type.
 - b. When submitting revised material, please indicate so in the body of the email and include the original submission date of the material.
2. Do not bundle multiple materials in the same submission email. Send a separate email for each material. The only exception is translations. Translations may be sent in one email along with the corresponding English version, if available.

M. Confidential Treatment of Contractor

To the extent that material sent from Contractor is not already in the public domain, Covered California shall treat such marketing materials as confidential information and exempt from public disclosure if such material is deemed to be or qualifies for treatment as confidential information under the Public Records Act, Government Code sections 6250, et seq. and other applicable federal and state laws, rules and regulations.

N. Distribution of Marketing Materials Developed by Covered California.

Contractor may distribute and reproduce marketing materials developed and made available by Covered California. Contractor shall be responsible for any printing costs for such material and for all costs related to the distribution of those materials including, but not limited to, mailing and postage costs.