

# **International Universal General Agency Inc.**

## **AGENT AGREEMENT**

### **A Copy of your Current Insurance License(s) and Proof of Errors & Omission Insurance Must be Returned with Your Signed Agreement.**

This AGENT AGREEMENT (hereinafter referred to as the "Agreement"), is effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between International United Insurance Agency Inc. having its principal place of business in Houston Texas, on behalf of itself and its affiliates (collectively and individually referred to herein as "IUGA"), and the Agency named above, a corporation or individual whose business address is listed above, hereinafter referred to as "Agent".

#### **1. Definitions.**

- a) "Geographic Area" means the respective counties which IUGA holds contracts with PLANS that offer it Medicare, Medicaid and other General Line Products and, if applicable, which are approved by the federal Centers for Medicare and Medicaid Services ("CMS") to offer to Individuals each of its Medicare, Medicaid and General Lines Products which are covered by this Agreement.
- b) "Individual" means a beneficiary who meets the eligibility criteria for enrollment in the PLAN Product, which criteria have been approved by CMS and/or the PLAN.
- c) "Medicare Product" means any of the following: Any Medicare Advantage plans contracted through IUGA to Individuals pursuant to the PLANS contract with CMS.
- d) "Medicare Enrollee" means an Individual who is enrolled in a Medicare Product according to CMS's records and for whom CMS has paid the PLAN applicable monthly payment amount.

#### **2. AGENT's Responsibilities.**

- a) AGENT shall market and promote PLAN Products through duly licensed agents employed by or under contract with AGENT (hereinafter collectively referred to as "Agents") in the Geographic Area in accordance with the terms and conditions of this Agreement. AGENT shall implement a focused marketing strategy according to criteria mutually agreed upon by IUGA and AGENT. AGENT further agrees to present the PLANS portfolio of Products it markets on behalf of IUGA to all Agents.
- b) Compliance
  - i. Licenses. AGENT represents and warrants that AGENT has all licenses (including certifications and registrations) required by applicable law to perform the services contracted for by the contracted PLANS. AGENT shall maintain any such required licensure at AGENT's sole cost and expense. AGENT represents that AGENT has never suffered the loss, suspension or termination of any license issued by any governmental authority in connection with the sale of any type of insurance or in connection with the performance of any functions under this Agreement. AGENT shall immediately notify IUGA of a termination, suspension or expiration of any license of AGENT issued in connection with the

performance of any functions under this Agreement. In addition, AGENT shall promptly notify IUGA of the institution of any regulatory investigation of or disciplinary proceedings against AGENT relating to any license issued to AGENT by the Applicable State Department of Insurance or any violation of insurance consumer protection or other laws or regulations. AGENT shall provide IUGA with evidence of AGENT's current licensure and the insurance coverage required by Section 7(i).

- ii. Laws, Etc. AGENT agrees to abide by and comply with all applicable state and federal laws, regulations and guidelines in performing AGENT's services. These include laws, regulations and guidelines promulgated by CMS, and the Applicable State Department of Insurance, submitting a statement activity to IUGA and PLANS as required by all federal health care laws (including civil monetary penalty laws). AGENT also agrees to abide by and comply with CMS marketing requirements applicable to the Medicare Product including, but not limited to, the CMS Marketing Guidelines.
- iii. AGENT understands and agrees that, in the event AGENT fails or is unable (for any reason whatsoever) to perform in a satisfactory manner any of the services set forth in this Agreement, then IUGA shall have the right to suspend, revoke or terminate this Agreement, institute a corrective action plan, or seek other remedies.
- iv. AGENT shall comply with the IUGA and PLAN Sales and Marketing Guidelines.
- v. Materials. AGENT shall only use and distribute to Agents marketing materials that have been approved by IUGA and PLANS.

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c) General Agents.

- i. General Agents shall provide IUGA with a list of Agents who shall provide services contemplated by this Agreement on behalf of General Agent along with copies of their current licenses. Agents selling Certain PLAN Products product must also complete specific broker applications and background check forms. Notwithstanding the foregoing, AGENT acknowledges and agrees that General Agents are subject to IUGA and PLAN approval and must complete and submit all required documentation prior to selling PLANS products. AGENT shall provide IUGA with an updated list promptly as changes occur, specifically notifying IUGA and PLANS of any terminations of Agents.

GENERAL AGENT agrees to the following with respect to such Agents:

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0 (1) GENERAL AGENT warrants and represents that any Agent who performs or may perform services pursuant to this Agreement is and shall remain duly licensed in accordance with applicable law. GENERAL AGENT shall require each such Agent to abide by the terms and conditions of this Agreement including the applicable exhibits hereto.

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3 (2) Upon request from IUGA, GENERAL AGENT shall provide IUGA with evidence of Agent's employment or contractual arrangement, as applicable, as well as current licensure and insurance coverage consistent with the insurance levels set forth Section 7(i)(iii).

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5 (3) GENERAL AGENT shall oversee the activities of Agents in accordance with IUGA and PLAN requirements. GENERAL AGENT shall notify IUGA immediately in the event that any Agent has his/her/its license suspended, terminated or revoked; is otherwise subject to disciplinary action or investigation under state or federal law; or has or may have violated this Agreement. GENERAL AGENT agrees to terminate any Agent's provision of services under this Agreement immediately upon discovering that the Agent's license has been suspended, terminated or revoked, or upon receipt of a written request from

IUGA and/or PLANS.

- ii. GENERAL AGENT shall serve as liaison between Agents and IUGA and PLANS. GENERAL AGENT will use its best efforts to provide accurate and responsive service to Agents and Medicare Enrollees, as applicable, including, but not limited to the following:
    - (1) Field initial Agent and applicable Medicare Enrollee inquiries and handle logistical issues regarding the sale of Medicare Products and assist IUGA in responding to such inquiries;
    - (2) Respond to Agents and Medicare Enrollees, as appropriate, within one (1) business day;
    - (3) Forward completed Medicare Enrollee enrollment forms to PLANS of Agents; and
    - (4) Distribute PLAN related marketing materials to Agents for distribution to potential Medicare and Other PLAN Enrollees.
  - iii. In the event that more than one GENERAL AGENT claims entitlement to receive compensation on the sale of a PLAN Product, IUGA shall have the right, in its sole and absolute discretion, to decide and settle the dispute. The decision of IUGA shall be final, binding, and conclusive with no appeal.
- d) **Education, Training and Oversight.**
- i. PLAN Programs. All parties acknowledge that the General Lines and Medicare Products are highly regulated. AGENT agrees that GENERAL AGENTS and Agents shall be and remain knowledgeable about all PLAN and Medicare Product requirements and GENERAL AGENT's and Agent's obligations, all as promulgated by Regulatory Agencies, and PLANS. General AGENT agrees, and shall require Agents, to participate in and cooperate with PLAN'S on-going specific education and training programs for the General Lines and/or Medicare Products.
  - ii. Monitoring. PLANS will audit, have compliance oversight and provide training to GENERAL AGENT and Agents in connection with the all Products.
  - iii. Corrective Action. In the event that GENERAL AGENT or any Agent engages in behavior which is unethical, violates applicable laws, regulations, or guidelines, or harms the reputation of IUGA or PLANS. IUGA may request in writing that AGENT take appropriate corrective action. With respect to any such request, IUGA and/or PLANS shall describe the allegedly improper practices with specificity and describe the corrective action, if any, that IUGA and/or PLANS considers appropriate including, if necessary, the immediate cessation of AGENT's marketing of PLAN Products. AGENT shall promptly take corrective action to address the issues described by IUGA and/or PLANS.
- e) **Application Services.**
- i. PLAN Forms. GENERAL AGENT shall use and distribute to Agents' for their use PLAN enrollment applications and other forms in connection with the contracted Products. AGENT agrees to diligently and to the best of GENERAL AGENT's ability ensure that the facts set forth by an applicant in the enrollment application are true and correct. GENERAL AGENT understands that PLANS will rely solely upon these representations in rejecting, conditionally accepting or enrolling applicant, that the subsequent discovery by PLANS of material facts known by applicant and either not disclosed or misrepresented on the application may result in the rescission or cancellation by PLANS of coverage. GENERAL AGENT or Agents shall receive all enrollment applications directly from prospective Individuals, and GENERAL

AGENT or Agents shall initially verify any such forms received for their completeness and accuracy within two (2) business days of receipt. After verification, GENERAL AGENT shall promptly forward all completed applications to PLANS for processing. GENERAL AGENT understands and agrees that coverage under PLAN Products cannot be effective any sooner than after receipt and approval from CMS of the enrollment application.

- ii. **Applications and Eligibility.** An enrollment shall only be effective on the day designated by CMS. PLANS shall confirm the date of eligibility of each Enrollee upon AGENT's request. However, IUGA and PLANS shall not have any responsibility or liability to GENERAL AGENT for failure of CMS to maintain or provide accurate or timely eligibility information.
- iii. **Distribution of Information.** GENERAL AGENT agrees to promptly forward or cause Agents to promptly forward to Individuals any information that IUGA and PLANS may provide to GENERAL AGENT from time to time for distribution. GENERAL AGENT agrees to promptly forward to PLAN any information from Individuals received by GENERAL AGENT or Agents that is or reasonably may be relevant to an Enrollee's eligibility or coverage status. GENERAL AGENT further agrees to promptly forward to IUGA and PLANS full particulars of all inquiries and other relevant correspondence received by GENERAL AGENT or Agents from Individuals and Enrollees.
- iv. **Premium Information.** GENERAL AGENT shall require Agents to inform all prospective Enrollees how premium payments for the Medicare Products and other products are to be made, as prescribed by PLANS and consistent with CMS requirements, provided that such notice shall be given prior to or at the time application information is accepted from the prospective Enrollee.
- f) **Reports.** GENERAL AGENT shall submit to IUGA such reports as may be required from time to time by IUGA pursuant to IUGA's policies and procedures.
- g) **Records.** GENERAL AGENT shall keep full and complete records of all transactions pertaining to this Agreement and any and all other records pertaining to enrollments submitted and accepted hereunder and any and all other records that may be required by any governmental entity or Regulatory Agency in connection with GENERAL AGENT's relationship with IUGA, its enrollees, and the public. GENERAL AGENT shall preserve all books and records for a period of not less than ten (10) years or such longer period as required by law; the first two (2) years of which shall be in an easily accessible place at the offices of the AGENT. Thereafter, such records may be warehoused or stored, subject to their availability to IUGA and to Regulatory Agencies within five (5) days of receipt thereof.
- h) **Enrollee Information, Records, Files, Etc.** GENERAL AGENT shall promptly provide PLAN with a copy of all Enrollee records or other information that is required to allow PLANS to properly fulfill its obligations to such Enrollees and to comply with all regulatory requirements. In the event of termination of this Agreement, GENERAL AGENT shall return to IUGA all unused materials provided by PLANS under this Agreement that are in GENERAL AGENT's or Agents' possession.
- i) **Representations, Modifications and Amendments.** The parties agree that neither AGENT nor any Agent shall:
  - i. Make any representations with respect to PLAN Products except as may be explicitly set forth

in materials prepared and provided to AGENT by the PLANS;

- ii. Make any oral or written amendments, alterations, modifications or waivers of any of the terms or conditions applicable to any of PLANS Products; or
- iii. Bind or attempt to bind IUGA, and/or PLANS in any way except as expressly stated herein or in the Product documentation provided.

**3. IUGA Responsibilities.**

- a) **Marketing Materials and Forms.** IUGA shall provide AGENT with copies or photo ready templates of all approved marketing brochures and materials to be used in connection with the sale of PLAN Products. Any such templates may not be modified or incorporated into other materials without the prior written consent of IUGA and PLANS. AGENT acknowledges and agrees that AGENT may incur an expense in connection with the preparation, production or reproduction of marketing materials provided or made available by IUGA. Such expenses are subject to Section 4(e) of this Agreement. IUGA shall also provide AGENT with any and all forms to be used in connection with enrollment and the provision of other services under this Agreement. This Section shall not be interpreted to limit or restrict AGENT's ability to create any marketing materials subject to prior written approval. IUGA shall respond to any such requests for marketing material approval as soon as practical after receiving CMS approval.
- b) **Enrollment.** IUGA shall receive enrollment applications directly from AGENT or Agents and shall review such applications with respect to PLANS enrollment criteria and submit enrollment data to the plans. Notwithstanding the foregoing, IUGA and PLANS reserve the right to accept or reject any enrollment application, regardless of any determination made by AGENT regarding completeness or eligibility. It is understood applications are to be completed and "scrubbed" by writing agent. No incomplete applications will be accepted.
- c) **PLANS Right to Service Enrollees.** Notwithstanding any other provision of this Agreement, PLANS may, at any time during the term or following the termination of this Agreement, take any actions and make any communication necessary to allow PLANS to fulfill its obligations to continue to provide coverage to Enrollees pursuant to its benefit agreement with such Enrollees, and CMS requirements. AGENT shall provide any information required by PLANS or to fulfill such obligation and shall facilitate the process as and when requested.
- d) **Non-Promotional Printed Material.** Non-promotional printed material used in the enrollment process shall be provided to the AGENT.. Such material shall include the Product enrollment forms, identification cards, transmittal and coding forms, etc. These shall be designed and printed by PLANS and supplied to AGENT or the Enrollee.
- e) **Rights of IUGA and PLANS.** This Agreement is subject to the right of PLANS to:
  - i. Decline acceptance of any application deemed not acceptable by PLANS or CMS, as it shall determine in its sole discretion;
  - ii. Amend or rescind any benefit agreements and all other rights under the terms of any issued policies;
  - iii. Monitor the services performed by GENERAL AGENT and Agents;
  - iv. Modify any PLAN policy; and
  - v. Establish and amend a compensation schedule for benefit plans.

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#### 4. Compensation

- a) **Compensation Rate.** IUGA shall pay AGENT pursuant to Exhibit A for each Individual enrolled as an Enrollee in the PLAN product for which IUGA is paid; to the extent such products are included under this Agreement and, in each case, only if the Individual is enrolled by a Agent. Compensation shall be paid solely on Individuals enrolled by a Agent in the PLAN Product as deemed effective and paid by contracted PLANS. AGENT acknowledges and agrees that IUGA's payment obligation under this Agreement is solely to AGENT. AGENT agrees that IUGA, and/or PLAN, is solely responsible for the payment of commission or other compensation due Agents that serve under the AGENT. AGENT agrees to include in its agreements with Agents that Agents shall look solely to IUGA or to the Plans for payment of commissions and other compensation due Agents and that Agents. IUGA shall ensure that the compensation methodology and the compensation amounts to be paid to Agents comply at all times with CMS requirements and applicable federal laws and regulations. AGENT agrees to disclose to IUGA at any time the compensation structure and amounts payable to Agents.
- b) **Waiver of Objections to Compensation.** AGENT agrees that all objections to any monthly statement provided to AGENT by IUGA shall be waived unless AGENT gives IUGA written notice of the objections within thirty (30) days after AGENT's receipt of the statement as determined in accordance with Section 7(g).
- c) **Splitting Compensation.** AGENT agrees that under no circumstances may AGENT give any part of compensation received by AGENT for the sale of Products to any Individual or to any other third party who assisted AGENT or a Agent in making a sale who is not licensed or otherwise eligible under applicable law to receive such compensation. AGENT acknowledges and agrees that IUGA will pay agent commissions either directly or via the PLANS based on the type of agent listed in EXHIBIT A.
- d) **Company Control of Accounts.** AGENT agrees that PLANS shall have full control of and discretion as to the collection, adjustment or compromise of any or all plan payments. In the event a Enrollee is retroactively dis-enrolled, AGENT shall lose all right to compensation for such Enrollee, and shall pay to IUGA upon demand any amounts previously received by AGENT as compensation on behalf of such retroactively dis-enrolled Enrollee.
- e) **Expenses.** AGENT and Agents shall be solely responsible for all expenses incurred by AGENT and Agents in the performance of this Agreement unless IUGA provides written notice to AGENT in advance of the occurrence of such expense that IUGA will reimburse AGENT or Agents, as applicable, for specifically identified expenses.
- f) **Amounts Owed IUGA.** IUGA reserves the right to offset against any compensation owed to AGENT any amounts AGENT owes to IUGA under this Agreement.
- g) **Termination of Agent Relationship.** In the event of termination of the relationship between AGENT and a Agent, IUGA shall continue to pay commissions, received for Agent to AGENT in accordance with the applicable exhibit hereto and 4.a. above.
- h) **PLAN Enrollee Hold Harmless.** AGENT agrees and shall require Agents to agree that in no

event, including, but not limited to, nonpayment by IUGA or the insolvency or breach of this Agreement by IUGA, shall AGENT or Agents bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against an Enrollee or other person, other than IUGA, acting on an Enrollee's behalf, for payments that are the financial responsibility of IUGA under the Agreement.

- i) **Inducements to Cancel Contracts with PLANS.** Should AGENT or Agent at any time directly or indirectly induce Enrollees to dis-enroll from PLAN Products, AGENT and or Agent shall immediately lose all right to any payments future or accrued, under this Agreement. In addition, AGENT shall not be entitled to receive any further payments under this Agreement if AGENT or Agents actively solicit the replacement of coverage under another PLAN Product or encourages a Agent to replace or attempt to replace PLAN coverage's with coverage by another carrier or health care service plan outside of this contract.
- j) **Federal Funds.** IUGA and its contractors, and subcontractors paid by IUGA to fulfill obligations under a CMS contract, are subject to certain laws that are applicable to individuals and entities receiving federal funds. AGENT acknowledges that payments it receives from IUGA are, in whole or in part, from federal funds.
- k) **Assignment of Commissions from PLANS.** GENERAL AGENT and Agents agree that all commissions that are payable to them from the PLANS that contract with IUGA are assigned to IUGA in consideration for IUGA services to the AGENT including advance payments of commissions on submitted applications and payment of commissions as earned. This provision is not revocable without the written consent of IUGA.

## 5. Term and Termination

- a) **Term.** This Agreement shall commence on the Effective Date as shown on page 1 and shall continue in full force for one year ("Initial Term"). Thereafter, this Agreement shall automatically renew for successive terms of one year each, unless either party provides the other with sixty (60) days prior written notice of non-renewal. Notwithstanding the foregoing, this Agreement may also be terminated as set forth in this Section 5.
- b) **Termination without Cause.** After the Initial Term, either party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party. The termination of this Agreement shall not affect the obligations of either party to the other with respect to any continuing obligations arising prior to termination of this Agreement.
- c) **Termination for Breach.** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party if the party to whom such notice is given is in material breach of this Agreement, provided that such breach is not cured to the non-breaching party's satisfaction within the thirty (30) day notice period. Notwithstanding the foregoing, IUGA may terminate this Agreement immediately upon notice and without prejudice to any other right or remedy available

to IUGA if AGENT or a Agent (i) violates, in the opinion of IUGA or PLANS, or is accused in writing of violating, in the opinion of a Regulatory Agency, any law or regulation applicable to AGENT including, but not limited to, any CMS requirement applicable to IUGA and/or PLANS or the Products; or (ii) makes a general assignment for the benefit of creditors or files a petition in bankruptcy. The termination of this Agreement shall not affect the obligations of either party to the other with respect to any continuing obligations arising prior to termination of this Agreement.

- d) **Continuing Compensation Payments Following Termination.**
- i. In the event that IUGA terminates this Agreement under any of the circumstances set forth in Section 5(c) of this Agreement, IUGA's obligation to pay any compensation hereunder shall cease as of the effective date of termination.
  - ii. In the event that this Agreement is terminated under any other circumstances, IUGA shall continue to pay AGENT any commissions on Enrollees enrolled by AGENT prior to the date of termination. Renewal commissions shall not be paid if this agreement is not in effect at time payment is due.
- e) **Communications Following Termination.** In the event of termination or notice of termination of this Agreement, the parties agree that they will not thereafter make any written or oral statements or communications to Enrollees that disparage or criticize the other party or the quality of services provided thereby.

## 6. Confidential and Proprietary Information

- a) **Confidential Information.** During the term of this Agreement and in the course of AGENT's performance hereunder, GENERAL AGENT and Agents may receive and otherwise be exposed to certain confidential and proprietary information relating to IUGA and PLANS business practices, strategies, and technologies (collectively referred to hereafter as "Confidential Information"). Confidential Information shall also include, but not be limited to, information related to marketing and customer support strategies; IUGA and/or PLANS financial information, including sales, costs, profits and pricing methods; their internal organization, employee lists and Enrollee lists; and information of third parties as to which IUGA and/or PLANS has an obligation of confidentiality.
- b) **Non-Disclosure of Confidential Information.** AGENT acknowledges the confidential and secret character of all Confidential Information that AGENT and Agents may have access to or become acquainted with, and agrees that all such Confidential Information is the sole, exclusive, and extremely valuable property of IUGA and/or PLANS. Accordingly, AGENT agrees and shall require Agents to agree (i) not to circulate, otherwise share, distribute or reproduce any of the Confidential Information without IUGA and/or PLANS prior written consent; (ii) not to use the information except in the performance of the Agreement, and (iii) not to divulge all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement. Upon termination of this Agreement for any reason, including expiration of the term of this Agreement, AGENT agrees to cease using and to return all whole and partial copies and excerpts, derivatives, summaries, or analyses of the Confidential Information, whether in AGENT's or a Agent's possession or under AGENT's direct or indirect control.
- c) **No Enrollee Contact.** AGENT acknowledges that Enrollee medical and nonpublic personal financial information shall remain the property of PLANS shall be deemed confidential, and shall

not be disclosed or removed from any facilities without the express prior written consent of IUGA and PLANS. AGENT and Agents shall comply with the Financial Information Privacy Act to the extent applicable.

- d) **Survival.** This Section 6 shall survive the termination of this Agreement for any reason.

## 7. Miscellaneous.

- a) **Relationship of Parties.** IUGA, and PLANS and AGENT are independent legal entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of joint venture or of employer and employee between IUGA and PLANS or IUGA and PLANS and Agents. AGENT shall pay any payroll or employment taxes that are due to any taxing authority by virtue of AGENT's work under this Agreement. AGENT shall comply with workers' compensation laws as applicable to AGENT.
- b) **Headings.** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- c) **Assignment.** Neither party shall assign or otherwise transfer any of the rights, duties or obligations of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- d) **Waiver.** Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.
- e) **Severability.** In the event that any provision of this Agreement or its attachments are rendered invalid or unenforceable by any valid law or regulation of the State in which the agent is licensed or of the United States, or declared void by any tribunal of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
- f) **Amendment.** No amendment or modification of this Agreement including any exhibit hereto shall be effective unless it is agreed to in writing by IUGA and AGENT. Notwithstanding the foregoing, AGENT agrees that IUGA shall have the right to amend any compensation schedule, including the Exhibits hereto ("Compensation Schedule") upon at least thirty (30) days prior written notice to AGENT. Such amendment shall become effective at the end of the thirty (30) day notice period unless a later effective date is specified in the notice or AGENT provides IUGA with thirty (30) days prior written notice of termination of this Agreement by AGENT.

Notwithstanding anything to the contrary in the above, any amended Compensation Schedules shall apply prospectively only to new Individual policy applications submitted to the PLANS by AGENT on or after the effective date of the amendment. Compensation for Individual policies issued prior to the effective date of any amended Compensation Schedule shall be governed by the General Agency Agreement and Compensation Schedule in effect at the time of issuance of said Individual policies. Renewal commissions will be paid according to Compensation Schedule in effect on renewal date.

g) **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, sent by facsimile transmission, or sent by regular U.S. mail or certified, registered or express mail, Federal Express (or similar overnight courier service), postage prepaid. Any facsimile transmission shall be confirmed by another method permitted hereunder. Any such notice shall be deemed given either (1) at the date and time when so delivered personally or sent by facsimile transmission (assuming facsimile transmission is confirmed as required by the preceding sentence), or

(2) if mailed, three (3) days after the date of deposit in the mail, addressed as follows:

If to AGENT: To the address set forth on the first page of this Agreement

If to IUGA: International Untied Insurance Agency Inc  
P.O Box 1838  
Splendora, Texas 77372

The parties must give notice in accordance with this Section 7(g). However, either party may change the address or person designated to receive such notice by notifying the other party in accordance with this Section 7(g).

h) **Indemnification.**

- i. IUGA agrees to indemnify and hold harmless AGENT against any or all liability, losses, damages, expenses, court costs and attorneys' fees arising from any acts, omissions or negligence of IUGA, its employees or legal representatives in connection with its performance under this Agreement. The obligations of IUGA to indemnify AGENT shall survive the termination of the Agreement.
- ii. AGENT agrees to indemnify and hold harmless IUGA against any or all liability, losses, damages, expenses court costs and attorneys' fees arising from any acts, omissions or negligence of AGENT, Agents, AGENT employees, or legal representatives in connection with its performance under this Agreement. Furthermore, AGENT specifically agrees to indemnify IUGA for any costs or damages incurred or suffered by IUGA as a result of AGENT's or a Agent's failure to properly and accurately rate a PLAN Product, or as a result of AGENT's or a Agent's misrepresentation of a PLAN and/or their Products to Individuals or Medicare Enrollees, or as a result of IUGA's compliance with any compensation payment instructions that AGENT may provide IUGA pursuant to this Agreement. The obligations of AGENT to indemnify IUGA shall survive the termination of the Agreement.

i) **Insurance.** AGENT shall at all times maintain the following insurance coverage's:

- i. Commercial General Liability Insurance including, but not limited to, premises and contractual liability with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate limit of all claims filed in a policy year for bodily injury and property damage. Said insurance shall be provided on an "occurrence" form.
- ii. Workers' Compensation and Employer's Liability if the AGENT is an employer of one or more employees, coverage with the following minimum limits:

- 1 a. Workers' Compensation: As required by law

- 0        b. Employer's Liability:  
1            Bodily injury by accident \$1,000,000 each accident  
              Bodily injury per disease \$1,000,000 each employee  
              Bodily injury by disease \$1,000,000 policy limit

iii. Errors and Omissions Insurance in amounts consistent with industry standards, but no less than \$1,000,000 per occurrence and \$1,000,000 aggregate limit of all claims filed in a policy year for AGENT and its employees and agents. AGENT shall require non-employee Agents to maintain Errors and Omissions Insurance of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate per policy year.

Upon the execution of this Agreement and no less than annually thereafter, AGENT shall provide IUGA with written proof of same.

- j) **Arbitration.** Binding /Mandatory Arbitration: The parties agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement. Such good faith meet and confer shall be a condition precedent to the filing of any Arbitration demand by either party. In addition, should the parties, prior to submitting a dispute to Arbitration, desire to utilize other impartial dispute settlement techniques such as mediation or fact-finding, a joint request for such services may be made to the American Arbitration Association ("AAA") or the Judicial Arbitration and Mediation Services ("JAMS"). Or the parties may initiate such other procedures as they may mutually agree upon at such time.

The parties further agree that any controversy or claim arising out of, or relating to this Agreement, or the breach thereof, whether involving a claim in tort, contract, or otherwise, shall be settled by final and binding Arbitration, upon the motion of either party, for Arbitration under the appropriate rules of the AAA or JAMS, as agreed by the parties. The Arbitration shall be conducted in Houston, Texas by a single neutral Arbitration who is licensed to practice law. The written demand shall contain a detailed statement of the matter and facts and include copies of all related documents supporting the demand. The party seeking Arbitration must initiate Arbitration within six (6) months after the alleged controversy or claim giving rise to the dispute occurred, by submitting a written demand to the other party. The failure to initiate Arbitration within that period shall conclusively mean the complaining party shall be barred forever from initiating such proceedings as to the controversy or claim giving rise to the dispute.

All such Arbitration proceedings shall be administered by AAA or JAMS, as agreed by the parties; however, the Arbitrator shall be bound by applicable state and federal law, and shall issue a written opinion setting forth findings of fact and conclusions of law. The parties agree that the decision of the Arbitrator shall be final and binding as to each of them. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction. The Arbitrator shall have no authority to make material errors of law or to award punitive damages or to add to, modify, or refuse to enforce any agreement between the parties. The Arbitrator shall make written findings of fact and conclusions of law and shall have no authority to make any award which could not have been made by a court of law. The party against whom the award is rendered shall pay any monetary award and/or comply with any other order of the Arbitrator within sixty (60) days of the entry of judgment on the award. The parties waive their right to a jury or court trial.

In all cases submitted to Arbitration, the parties agree to share equally in paying the administrative fee

as well as the Arbitrator's fee, if any, unless otherwise assessed by the Arbitrator. The filing fees shall be advanced by the initiating party subject to final apportionment by the Arbitrator in an award.

- k) **No Third Party Beneficiary.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants, and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.
- l) **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Texas.
- m) **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof. No promises, terms, conditions, or obligations other than those contained herein shall be valid or binding. Any prior agreements, statements, promises, either oral or written, made by any party or agent of any party that are not contained in this Agreement are of no force or effect.
- n) **Subcontracts.** To the extent that AGENT performs its obligations through subcontracts, such subcontractors shall be subject to the prior written approval of IUGA and shall require such subcontractors to abide by the terms of this Agreement. AGENT agrees to incorporate the terms of Exhibit A and Exhibit B into its contractual arrangements with all subcontractors.

**In witness whereof, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above.**

AGENT \_\_\_\_\_

**International Universal General Agency, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**PPC Plans, current or future**

**Initials**

____ Writing Agent	4.5%
____ Personal Producing General Agent (PPGA)	6.0 %
____ General Agent	1.5% (Override)
____ State Director	1.0% (Override)
____ FMO	1.0% (Override)

A **PPGA** is an agent that produces at least 66 memberships per quarter.

A **General Agent** is a person or company that contracts with at least three (3) Writing Agents that combined produce at least 66 memberships per quarter.

A **State Director** is a person who contracts with at least five General Agents that meet the production requirements of a General Agency. State Directors are appointed by FMOs

An **FMO** is a person or company that contracts with at least twenty General Agents that meet the production requirements of a General Agency.

### **Subsidy Program for Writing Agents.**

If the Writing Agent is sponsored and trained by a General Agent and meets the production goal of 22 applications averaging \$230 per month for membership per month then the earned commissions will be subsidized as follows:

Months		Months		Months	
1	\$2,000	7	\$2,640	13	\$1,053
2	\$3,773	8	\$2,413	14	\$ 826
3	\$3,547	9	\$2,186	15	\$ 599
4	\$3,320	10	\$1,960	16	\$ 373
5	\$3,093	11	\$1,733	17	\$ 146
6	\$2,866	12	\$1,506		

## EXHIBIT B

### MEDICARE AND GENERAL SALES AND MARKETING GUIDELINES

*AGENT agrees, and shall require Agents, to comply with the following IUGA requirements with respect to this Agreement and all Products covered by it:*

1. AGENT agrees to comply with all applicable state and federal laws including, but not limited to, laws, regulations, and Plan instructions. AGENT agrees any coordinated marketing by AGENT must be done in accordance with all applicable PLANS, including Plan marketing guidelines, and all Federal health care laws (including civil monetary penalty laws).
2. AGENT agrees to comply with all State and Federal confidentiality requirements, including the requirements established by PLANS and the Medicare Advantage and PDP programs.
3. AGENT agrees that the Department of Health and Human Services (“HHS”), the Comptroller General, or their designees have the right to inspect, evaluate, and audit any pertinent contracts, books, documents, papers, and records of AGENT involving transactions related to PLANS contract with CMS; and (ii) HHS’, the Comptroller General’s, or their designee’s right to inspect, evaluate, and audit any pertinent information for any particular contract period exists through ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
4. AGENT acknowledges and agrees that the responsibilities performed by AGENT are monitored by IUGA, and PLANS on an ongoing basis, and that the PLANS are ultimately responsible to Plans for the performance of all services.
5. AGENT acknowledges and agrees that it cannot solicit or sell to Individuals in a physician’s office, waiting room or examining room.
6. AGENT and IUGA acknowledge and agree that the PLANS oversees and are accountable to Employers and to CMS for any functions or responsibilities imposed by these entities, and that all parties maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of the PLANS contract with CMS. Accordingly, AGENT agrees that IUGA, and PLANS shall, on an ongoing basis, monitor AGENT’s performance directly or through an auditing or consulting firm engaged by either party, and AGENT agrees to cooperate with auditors, consultants and representatives in connection therewith.
7. *Covenant Not to Compete/Non Solicitation.* this Agreement and the six (6) month period immediately following the date of termination of this Agreement, within the geographic area in which Subagent works pursuant to this Agreement:
  - a. AGENT or Agents shall not canvass, solicit or accept any business from any other person, firm, company or organization relating to insurance products and services from any insurance providers that directly competes with the PLANS.
  - b. AGENT or Agents shall not give any other person, firm, company or organization the right to canvass, solicit or accept any insurance business from any PLANS Eligible Individuals;

- c. AGENT or Agents shall not alone or with others, directly or indirectly, request, advise, induce, attempt to induce, or encourage any past, present or future PLAN Eligible Individuals or members to withdraw, curtail, alter or cancel their insurance policy or move the policy to another insurance provider or interfere with the relationship between the Eligible Individual and PLAN.

8. *Remedies:* If AGENT or Agents violate any of the provisions of this Agreement then IUGA:

- a. May seek, apply for and receive a temporary restraining order without notice to AGENT or Agents enjoining AGENT or Agents from continued violation of those provisions without posting a bond; or
- b. May avail itself of all other available legal and equitable remedies; these remedies shall be cumulative and not mutually exclusive, or
- c. May seek and recover damages for AGENT or Agents violation of the provisions of this Agreement, which shall be calculated as a liquidated damages, and specifically not as a penalty, an amount equal to one hundred fifty (150%) percent of the commissions generated by the AGENT or Agents as a result of the violation.