

Agent/Agency Agreement

This Agent/Agency Agreement (“Agreement”) between CareConnect Insurance Company Inc. and (“CCIC”) and _____ (“Agent”) sets forth the terms and conditions under which Agent may sell health coverage by CCIC, as well as ancillary, non-medical coverage (for example, life, disability, vision, and dental coverage) sold in conjunction therewith or on a stand-alone basis.

Effective Date. This Agreement is effective as of the date it is signed by both parties, as noted on the signature page hereto (“Effective Date”), and replaces and supersedes any prior agreement between the parties regarding the solicitation and sale of CCIC’s Benefit Plans and any compensation payable with respect thereto.

Section 1: Definitions

- 1.1 Agent** means the person or entity licensed and appointed by CCIC to solicit a Customer to purchase a Benefit Plan and who is a party to this Agreement.
- 1.2 Agent of Record** means a legally eligible person or entity designated by a Customer to serve as its insurance agent, broker, or producer and that CCIC may compensate under the terms of this Agreement.
- 1.3 Benefit Plan** means a health coverage product (e.g., a health insurance or HMO policy) and/or ancillary product (e.g., a life insurance policy) that CCIC has authorized to be sold to a Customer.
- 1.4 Customer** means an entity or a person with which CCIC has a contract to provide individual or group coverage under a Benefit Plan.
- 1.5 Governmental Entity** shall include, but be not limited to, villages, townships, cities, counties, public school districts and similar tax supported entities.

Section 2: Rights and Responsibilities

- 2.1 Solicitation of Customer.** CCIC authorizes Agent to sell CCIC’s Benefit Plans under the terms of this Agreement. Agent agrees to solicit prospective Customers to enroll in one or more Benefit Plans from CCIC. In making these solicitations, Agent will comply with the following terms and conditions:
 - (a) Proposals.** Any proposal Agent gives to a prospective Customer must, to the Agent’s knowledge, accurately reflect CCIC’s terms of coverage, including but not limited to benefits and premiums, and must not be misleading. Notwithstanding the foregoing, Agent shall not have any liability for any material contained in any marketing materials provided by CCIC, including any inaccuracies contained therein.

- (b) **Terms may not be changed without CCIC's approval.** Agent may not alter any term of a proposal except with CCIC's prior written approval.
 - (c) **Application Information.** Agent must, to the best of its knowledge, accurately and completely record and submit to CCIC all information that CCIC requires in order to enroll Customers under a Benefit Plan it being understood that Agent shall not be liable for inaccurate information provided to Agent from Customer.
 - (d) **Marketing Materials.** If Agent uses any material not provided or approved by CCIC, the material must be accurate and not misleading. Agent must promptly return all marketing and enrollment materials provided by CCIC when this Agreement terminates, or sooner upon CCIC's request. Any marketing materials proposed for use by Agent but not provided or previously approved by CCIC are subject to prior approval by CCIC.
- 2.2 Licensing.** Each party must possess and maintain every license required by law to perform services under this Agreement, including licensure for every state in which each party conducts business under this Agreement. Each party must provide proof of licensure to the other party upon request. Each party must promptly notify the other party of any expiration, termination, revocation, suspension or any other action by a Department of insurance or any other governmental agency affecting licenses required to perform services under this Agreement. In states that issue renewal licenses, Agent must furnish CCIC with a copy of Agent's renewal license.
- 2.3 Appointment.** CCIC, in its sole discretion, will appoint Agent to solicit prospective customers to purchase Benefit Plans from CCIC. Subject to applicable law, CCIC may terminate any of Agent's appointments at any time without terminating this Agreement in its entirety.
- 2.4 Training.** Agent must successfully complete the training CCIC requires and as set forth in this Agreement within 6 months after being notified by CCIC that such training is required. Training will be comprised of a site visit by our representative to educate the Agent on CCIC products, policies, and procedures.
- 2.5 Acceptance for Enrollment.** Agent acknowledges that only CCIC, and not Agent or any other person, may accept or reject for enrollment a prospective Customer. Agent further acknowledges that no Customer is eligible to receive coverage under a Benefit Plan unless and until CCIC accepts and enrolls the Customer and that only CCIC, and not Agent or any other person, has the right to determine the effective date of coverage.
- 2.6 Servicing of Customers.** Agent must assist Customers in enrolling, maintaining, and renewing coverage under any applicable Benefit Plan as reasonably required by CCIC and/or the Customer.
- 2.7 No Combining of Businesses for Purposes of Maximizing Bonuses or Rewards.** Agent agrees that it will not create partnerships, arrange assignments, or use other

devices as a means of combining business for the purpose of maximizing any bonus payment or other reward from CCIC. This provision does not entitle Agent to receive any bonus payment(s) or reward(s) from CCIC if Agent is not otherwise eligible to receive any such bonus payment(s) or reward(s).

2.8 Extent and Limitation of Agent's Authority. Agent has no authority to act on CCIC's behalf except as expressly provided in this Agreement. Without limiting the forgoing, Agent must not represent by word or deed that Agent has authority to: (a) bind coverage; (b) accept an applicant for coverage under a Benefit Plan; (c) knowingly misrepresent or omit material facts in an application; (d) collect any premium, except for the first month's premium; (e) modify or waive any Benefit Plan or any Benefit Plan's term regarding enrollment, coverage, or benefits; (f) distribute any advertisement, circular, or promotional literature that to the Agent's knowledge is inaccurate, misleading, or that CCIC has disapproved; (g) sell any Benefit Plan or other product not expressly authorized by this Agreement; or (h) do any other thing, on behalf of CCIC, not expressly permitted by this Agreement.

2.9 Books and Records; Audit.

- (a) Adequate records required.** Agent must maintain adequate books and records with respect to the services provided hereunder in accordance with applicable law and standards within the health care insurance industry.
- (b) CCIC may audit Agent's records.** During the term of this Agreement and for a period of eighteen (18) months thereafter, Agent agrees to permit CCIC to inspect and audit all information and records related to services. Agent performs for CCIC under this Agreement. CCIC must give Agent reasonable notice and conduct the inspection and audit during regular business hours and shall be subject to standard confidentiality obligations.

2.10 Protection of Private Information. Agent understands and acknowledges that, while performing services under this Agreement, Agent may receive from CCIC, or create or receive on behalf of CCIC, certain information that is defined as "Protected Health Information" ("PHI") under the privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or "nonpublic personal information" under the Gramm-Leach-Bliley Act and implementing regulations ("GLB"), or both.

To the extent Agent provides services or assistance to CCIC and requires access to PHI in order to perform such services or act on behalf of CCIC, Agent shall be considered a Business Associate of CCIC, and Agent shall agree to the terms of subsections (a) through (i) of Section 2.10 of this Agreement regarding Agent's use and disclosure of this information. To the extent Agent is not acting on behalf of or at the direction of CCIC, Agent shall not be considered a Business Associate of CCIC.

Regardless of whether Agent is considered a Business Associate of CCIC, Agent agrees that it will use or disclose PHI it receives from, or is created or received on behalf of, CCIC and nonpublic personal information (“Personal Information”) received from or created or received on behalf of CCIC, only to the extent to which HIPAA, GLB, or other federal or state privacy laws applicable to CCIC would permit CCIC to use or disclose the information.

Agent acknowledges that being considered a Business Associate of CCIC does not automatically entitle Agent to access certain PHI and Personal Information and that CCIC may deny broker access to PHI and Personal Information or condition such access on Agent meeting certain requirements, at CCIC’s discretion.

- (a)** With regard to its use or disclosure of PHI or Personal Information, Agent agrees, represents and warrants to CCIC that Agent will:

 - (1) not use or further disclose any PHI or Personal Information, except as permitted by this Agreement or as required by law;
 - (2) maintain and use appropriate safeguards at all times to prevent PHI or Personal Information from being used or disclosed, except as permitted by this Agreement or required by law; and
 - (3) ensure that any subcontractor or agent to whom Agent provides any PHI or Personal Information agrees, in writing, to abide by the same conditions and restrictions with regard to the PHI or Personal Information that apply to Agent, including, without limitation, all of the requirements of this Section 2.10, subsections (a) through (i).
- (b)** With regard to its use or disclosure of PHI, Agent hereby agrees, represents, and warrants to CCIC that Agent will, in the time and manner designated by CCIC:

 - (1) report promptly to CCIC if Agent becomes aware of any use or disclosure of any PHI that is not permitted by this Agreement;
 - (2) mitigate, to the extent practicable, any harmful effect caused by Agent’s violation of the terms of this Agreement;
 - (3) make available to CCIC (or to an Individual, if directed to do so by CCIC) PHI in a Designated Record Set, so that CCIC may respond to an Individual’s Request For Access to information about the Individual in accord with the HIPAA privacy regulation;
 - (4) Amend or correct PHI in a Designated Record Set in accord with the HIPAA privacy regulation;

- (5) document disclosures of PHI and information related to disclosures by Agent that will permit for CCIC to respond to a request from an Individual for an Accounting of Disclosures of PHI in accord with the HIPAA privacy regulations;
 - (6) make available to CCIC (or to an Individual, if directed to do so by CCIC) the information documented under subsection (b)(5) above, that would permit CCIC to respond to a request from an Individual for an Accounting of Disclosures, in accordance with the HIPAA privacy regulations; and
 - (7) make its internal practices, books, and records relating to the use and disclosure of PHI available to CCIC and the Secretary of Health and Human Services ("the Secretary") for purposes of determining CCIC's compliance with the HIPAA privacy regulations. Information provided under this subsection must be provided in the time and manner designated by the Secretary, as well as in the time and manner designated by CCIC.
- (c) With regard to its use and/or disclosure of electronic protected health information ("EPHI"), as such term is defined by the Security Standards published on February 20, 2003 at 68 Fed. Reg. 8334 et seq. (45 C.F.R. Parts 160, 162 and 164) as hereafter amended ("HIPAA Security Rule"), Agent shall:
- (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that Agent creates, receives, maintains, or transmits on behalf of CCIC;
 - (2) ensure that any and all subcontractors or agents to whom Agent provides EPHI agrees, in writing, to implement reasonable and appropriate safeguards to protect such EPHI; and
 - (3) report to CCIC any Security Incident (as defined in 45 CFR Section 164.304) relating to EPHI of which Agent become aware, in accordance with its standard reporting procedures.
- (d) From and after the compliance date applicable to CCIC with respect to the Standards for Electronic Transactions and Code Sets promulgated at 45 CFR parts 160 and 162 ("EDI Rules"), Agent will take all steps necessary and appropriate to ensure that Agent complies with the applicable provisions of the EDI Rules.
- (e) Each term and condition of this Section 2.10 that is required by HIPAA or GLB is effective on the date the applicable HIPAA regulations and/or GLB apply to CCIC or this Agreement, respectively.

- (f) When this Agreement terminates, regardless of the reason, Agent must return to CCIC or destroy all PHI and Personal Information, and retain no copies in any form whatsoever except one copy may be retained by the Agent in compliance with legal or regulatory requirements. This provision applies to PHI and/or Personal Information that is in the possession of subcontractors, vendors, or agents of Agent.
- (g) Unless otherwise specified in this Agreement, all capitalized terms in this Agreement not otherwise defined have the meaning established by HIPAA, as amended from time to time.
- (h) CCIC and Agent agree to take such action as is necessary to amend this Agreement from time to time as is necessary for CCIC to comply with the requirements of HIPAA, the HIPAA privacy regulations, HIPAA Security Rule, GLB, and other federal and state privacy and consumer rights laws and regulations applicable to CCIC. Agent agrees to cooperate with and assist CCIC in order for CCIC to meet its obligations under applicable privacy laws and regulations.
- (i) This Section 2.10 survives termination of this Agreement.
- (j) The terms and conditions of this section required by HIPAA shall be construed in light of any applicable interpretation of or guidance on the HIPAA privacy regulation or Security Rule issued by the Secretary from time to time. Any ambiguity in this Section 2.10 shall be resolved in favor of a meaning that permits CCIC to comply with applicable laws and regulations.
- (k) American Recovery and Restoration Act (“ARRA”)
 - (1) **Definitions.** All capitalized terms used in this section not otherwise defined in this Agreement have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, “HIPAA”) and ARRA, as each is amended from time to time. “**Breach**” shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402. “**Compliance Date**” shall mean, in each case, the date by which compliance is required under ARRA and/or its implementing regulations, as applicable; provided that, in any case for which that date occurs prior to the Effective Date of this Agreement, the Compliance Date shall mean the Effective Date of this Agreement. “**Affiliate**”, for purposes of this section, shall mean any entity that is a subsidiary of CCIC. “**Services**” shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided by Agent, acting as a Business Associate, to CCIC, in its role as a Covered Entity, under the Agreement, as amended by written

agreement of the Parties from time to time. All references in this section to ARRA shall be deemed to include all associated implementing regulations, when and as each is effective.

- (2) **Agent's Obligations.** With regard to its use and/or disclosure of PHI, as of the respective Compliance Date of each referenced obligation, Agent agrees to: (a) comply with the HIPAA Security Rule requirements in accordance with 42 U.S.C. § 17931; (b) without unreasonable delay, and in any event on or before 48 hours after its Discovery by Agent, notify CCIC of any incident that involves an unauthorized acquisition, access, use, or disclosure of PHI, even if Agent believes the incident will not rise to the level of a Breach, including in the notification, to the extent possible, and supplement the notification on an ongoing basis with: (i) the identification of all individuals whose Unsecured PHI was or is believed to have been involved; (ii) all other information reasonably requested by CCIC to enable CCIC to perform and document a risk assessment in accordance with 45 C.F.R. Part 164 subpart D with respect to the incident to determine whether a Breach of Unsecured PHI occurred; and (iii) all other information reasonably necessary to provide notice to individuals, HHS and/or the media, all in accordance with the data breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 & 164 subparts A, D, & E as of their respective Compliance Dates. Notwithstanding the foregoing, in CCIC's sole discretion and in accordance with its directions, Agent shall conduct, or pay the costs of conducting, an investigation of any incident required to be reported under this Section 2(b) and shall provide, and/or pay the costs of providing, the required notices as set forth in this Section 2(b); (c) request, use and/or disclose only the minimum amount of PHI necessary to accomplish the permitted purpose of the request, use or disclosure; provided, that Agent shall comply with 42 U.S.C. § 17935(b); and (d) comply in all respects with all its other obligations in accordance with ARRA, including without limitation, 42 U.S.C. §§ 17934(b), 17935(c), (d) & (e), and 17936(a) & (b).

2.11 Insurance and Indemnification.

- (a) **Insurance.** Agent must maintain general liability, professional liability, and errors and omissions insurance or bonds in amounts and in forms standard and adequate for Agent's business and agreeable to CCIC. Agent must provide CCIC proof of insurance upon CCIC's request. Agent must immediately notify CCIC in writing if Agent's insurance terminates, is cancelled, suspended, or changes in a material way, including but not limited to a change in the amount of insurance.
- (b) **Indemnification.** CCIC and Agent will indemnify, hold harmless, and defend the other from and against any and all claims, litigations, losses, liabilities, costs,

and other expenses incurred as a result of a material breach of the terms of this Agreement. CCIC and Agent will indemnify and hold harmless and defend the other (including its directors, officers, attorneys, and employees) from any claims, liability, judgments, damages, or costs (including reasonable attorneys' fees) asserted or awarded against or incurred by either party as a result of any act, error, or omission.

- 2.12 Provision of Materials; Training.** CCIC will furnish Agent with materials and training that, in CCIC's sole judgment, are necessary for Agent to perform Agent's duties under this Agreement.
- 2.13 Federal Crime Control Act.** By signing this Agreement, Agent certifies that Agent has not been convicted of, or pled guilty or no contest, to any criminal felony involving dishonesty or breach of trust and has not been convicted of an offense under Section 1033 of the Violent Crime Control and Law Enforcement Act of 1994. Agent further agrees to notify CCIC, in writing, immediately upon receiving notice of any misdemeanor or felony charges or any actions including, but not limited to, convictions by any governmental authority for commission of any act involving fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of any fiduciary duty.
- 2.14 Compliance with Company Rules.** Agent will abide by all applicable CCIC policy and procedures and written notices provided to Agent.

Section 3: Compensation

- 3.1 Compensation Payable to Agent.** CCIC will compensate Agent for Agent's services during the term of this Agreement in accordance with the terms and conditions set forth in any applicable commission, bonus, or other compensation schedule or information (as determined solely by CCIC) that may be made available by CCIC from time to time. Notwithstanding anything to the contrary contained in this Agreement or any such compensation schedule or information, CCIC will not compensate Agent under the terms of this Agreement, except with respect to all Customers (regardless of the effective date of coverage by customer) for which: (a) Agent is the Agent of Record; (b) Agent continues to service the customer (regardless of whether the writing agent is affiliated with Agent); and (c) CCIC determines, in its sole discretion, that it may legally compensate Agent. Notwithstanding anything to the contrary in this Agreement, no compensation will be paid on any Customer where the Agent is not receiving base commissions.
- 3.2 Payment.** CCIC will compensate Agent monthly; provided, however, that CCIC will only compensate Agent with respect to any particular Customer within 60 days after CCIC receives payment of that Customer's monthly contract charges.
- 3.3 Commissions on Hold.** CCIC may, at its discretion, place compensation of Agent on hold, if based on Agent's information on file with CCIC, Agent no longer complies with the terms of this Agreement. Agent agrees to forfeit any compensation placed on hold,

if the cause of such hold has not been resolved within six (6) months of the hold's effective date, as indicated on a hold notification letter or commissions statement.

- 3.4 Modification or Termination of Compensation.** CCIC may terminate or amend any base commission payable to Agent with respect to any Customer (regardless of the original effective date of coverage by CCIC) at any time by notifying Agent (in a manner consistent with the terms of this Agreement) thirty (30) or more days before the effective date of the termination or amendment.

CCIC has the right to exclude any case from eligibility for any and all bonus programs if it determines, at its sole discretion, that including the case in the bonus program would create an actual or perceived conflict of interest for Agent and a Customer. CCIC has the right to exclude any case from eligibility for any bonus program for any reason.

CCIC may terminate or amend any override, bonus or other recognition or reward program applicable to Agent at any time for any reason without prior notice to Agent.

- 3.5 Disclosure.** All compensation payable to Agent under this Agreement is subject to disclosure or reporting by CCIC to any government or regulatory agency or to any third party, including any Customer or prospective Customer of CCIC. CCIC will determine, in its sole discretion, the party or parties to which it will disclose any such compensation, the frequency with which it will make any such disclosures, and the amount and type of compensation required to be disclosed. Agent agrees to disclose any compensation that Agent receives under this Agreement as required by applicable law. In addition, Agent shall notify CCIC, as outlined in Section 7.6 of this Agreement, if Agent receives any compensation directly from an actual or prospective Customer that is a Governmental Entity. Such notice shall include the name of such Customer, a description of the services provided to such Customer, and the amount of compensation received.

3.6 Adjustments.

- (a) Each party agrees to promptly notify the other upon becoming aware of an incorrect payment amount. Subject to subsections (b) and (c) below, Agent agrees to promptly remit to CCIC any amounts overpaid pursuant to this Agreement.
- (b) CCIC may correct an overpayment error by notifying Agent of the error and asking for repayment. At its sole discretion, CCIC may instead recover overpayments from Agent by offsetting the overpayment against future compensation and notifying Agent of the offset and the reason for it.
- (c) CCIC will not adjust any incorrect payments to Agent except for payments made within two years prior to the date of adjustment. In this regard, neither Agent nor CCIC may assert a claim against the other relating to an incorrect payment amount under the terms of this Agreement unless such claim is made (and the

resulting adjustment is commenced) within two years of the date of said incorrect payment.

- (d) Notwithstanding anything in this Agreement or any compensation schedule to the contrary, CCIC will not pay any amount to Agent that exceeds a maximum prescribed by any applicable law.

3.7 No Compensation to Other Agents. CCIC will not pay compensation to any other agent, broker, or producer under the terms of this Agreement.

3.8 Taxes.

- (a) **Agent solely responsible for taxes.** Agent acknowledges that Agent is not CCIC's employee and that Agent is solely responsible for reporting and paying any tax or other cost assessed on the basis of CCIC's payment of compensation to Agent under this Agreement.
- (b) **CCIC will not withhold for taxes.** Agent acknowledges and agrees that CCIC will not withhold any amount of compensation for Agent's taxes, including but not limited to income tax; social security and Medicare tax; workers compensation taxes or costs; unemployment compensation taxes or costs; or any other tax, cost, fee, or charge related to Agent's compensation for services under this Agreement.

Section 4: Agent of Record

4.1 Designation of Agent of Record. CCIC will consider Agent to be Agent of Record for every Customer Benefit CCIC sold by Agent under the terms of this Agreement unless and until a customer asks CCIC to change its Agent of Record to a different agent.

4.2 Change in Agent of Record. Notwithstanding the forgoing, CCIC may, in good faith, change a Customer's Agent of Record at any time for any reason in accordance with applicable law and the following provisions are not intended to limit this right in any way.

- (a) **Written request from Customer.** In its sole discretion, CCIC will recognize a request to change an Agent of Record only if it is in writing and is from the customer, and not from Agent or any other person. If a customer asks CCIC to change its Agent of Record, CCIC will determine the effective date of the change in its sole discretion.
- (b) **Termination Events.** Upon occurrence of at least one of the termination events described in Sections 5.3 through 5.8 of this Agreement, CCIC will no longer recognize Agent as any Customer's Agent of Record.

Section 5: Term and Termination

- 5.1 Term.** This Agreement is effective from the Effective Date until terminated in accordance with this Section 5.
- 5.2 Termination for any Reason.** CCIC or Agent may terminate this Agreement at any time, for any reason, by providing written notice of termination to the other party sixty (60) or more days before the effective date of termination.
- 5.3 Termination for Loss of License.** If, at any time during the term of this Agreement, Agent does not have, or fails to maintain, a license required to perform services or receive compensation under this Agreement (including if Agent's license is revoked by a licensing or regulatory agency but not including a temporary suspension of Agent's license), it shall be considered a material breach of this Agreement by Agent and this Agreement shall be terminated effective as of the date that Agent first lost, or failed to maintain, the license without regard to when CCIC learns of the loss of, or failure to maintain, the license or when CCIC notifies Agent that this Agreement has been terminated. CCIC may recover any compensation paid to Agent after Agent loses or fails to maintain any such license.
- 5.4 Termination Upon Cessation of Agent's Business.** This Agreement shall terminate automatically upon Agent's death, dissolution, receivership, insolvency, or bankruptcy.
- 5.5 Termination for Agent's Breach.** If Agent breaches a material term of this Agreement (including, but not limited to, Sections 2.1(d) (marketing materials), 2.2 (licenses), 2.8 (authority), 2.10 (privacy), 2.11 (insurance)) and does not cure said breach within 15 business days of notice from CCIC, CCIC may terminate this Agreement immediately by notifying Agent in writing of the effective date of termination. The effective date of termination pursuant to this Section 5.5 may be the date of the breach, or any later date that CCIC specifies in the notice of termination.
- 5.6 Termination for Disciplinary Action.** If a licensing or regulatory agency subjects Agent to any disciplinary sanction (for example, a reprimand or temporary suspension of Agent's license), CCIC may terminate the Agreement by providing written notice to Agent effective upon receipt of the notice, or any later date that CCIC specifies in the notice. No compensation will be payable to Agent for services rendered during any period in which Agent's license is temporarily suspended. CCIC may recover any compensation paid to Agent during any period in which Agent's license is temporarily suspended.
- 5.7 Termination for Fraud.** If Agent engages in, or knowingly assists another to commit, fraudulent or dishonest activity in connection with the solicitation, enrollment, or renewal of any Customer, this Agreement shall terminate effective as of the date on which Agent engaged in or assisted with such activity without regard to when CCIC learns of the fraudulent or dishonest activity or when CCIC notifies Agent that this Agreement has been terminated. CCIC may recover any compensation paid to Agent after Agent

engaged in, or knowingly assisted another to commit, the fraudulent or dishonest act without regard to when Agent actually earned such compensation.

5.8 Termination based on Acquisition or Merger. CCIC may terminate this Agreement in the event that (a) Agent merges with, or is acquired by, a competitor of CCIC; or (b) a competitor of CCIC acquires substantially all of the assets of Agent.

- (a) **Competitor defined.** A competitor of CCIC for purposes of this provision includes any entity (including any such entity's affiliates) that, in the ordinary course of its business, is in direct or indirect competition with CCIC.
- (b) **Notice.** Agent must provide at least sixty (60) days prior notice to CCIC of the closing date of any transaction described in this Section. Upon request, and subject to any applicable confidentiality restrictions or obligations, Agent must provide CCIC any and all information about the transaction that Company reasonably requests.
- (c) **Procedure.** Upon receipt of such notice from Agent, CCIC may terminate this Agreement, in whole or in part, immediately by providing written notice to Agent. If the Agreement is not terminated in its entirety, CCIC must specify in its termination notice the portions hereof that shall be terminated in accordance with this Section.

5.9 Effect of Termination.

- (a) **No solicitation permitted.** Agent may not solicit or sell Benefit Plans to Customers after this Agreement has been terminated.
- (b) **Compensation.** If this Agreement is terminated pursuant to Section 5.2 above, CCIC will continue to pay Agent compensation for Customers previously enrolled by Agent as long as the Customer has an in-force Benefit Plan with CCIC, Agent is the Customer's Agent of Record and continues to service the Customer, and Agent is legally eligible to receive compensation in CCIC's sole discretion.
- (c) **Material breach.** Upon termination of this Agreement pursuant to Section 5.3 (loss of license), 5.4 (Agent's death or dissolution), 5.5 (material breach), 5.6 (disciplinary action), or 5.7 (fraudulent activity), Agent will no longer be entitled to compensation under this Agreement unless determined otherwise at the sole discretion of CCIC and CCIC shall cease paying such compensation to Agent or any other person under the terms of this Agreement.

5.10 Termination of Appointment or Authority to Sell. CCIC may terminate Agent's appointment(s) or authority to sell CCIC's products at any time for any reason without terminating this Agreement in its entirety. CCIC may, in its sole discretion, continue to pay Agent compensation under the terms of this Agreement if Agent is legally eligible to receive compensation.

- 5.11 Survival.** The following provisions shall survive termination of this Agreement: Sections 2.7; 2.9(b); 2.10; 2.11; 3 and 4 (in their entirety); 5.3, 5.6 and 5.7 (regarding recovery of compensation paid to Agent); 5.9; 6.1; and 7 (in its entirety).

Section 6: Dispute Resolution

- 6.1 Good Faith Negotiation Required.** CCIC and Agent agree to work together in good faith to resolve any disputes arising under this Agreement. If after at least ninety (90) days following the date one party sent written notice of the dispute to the other party the dispute is not resolved, any party may pursue resolution of the dispute by other means.

Section 7: Miscellaneous and Administrative

- 7.1 Agreement is Confidential.** Agent agrees not to disclose this Agreement, or any term of it, to any third party without the prior written consent of CCIC, except as required by law. This section does not prohibit Agent from disclosing the compensation that Agent receives from CCIC to actual or prospective Customers.
- 7.2 Relationship of the Parties.** Agent is an independent contractor and is not CCIC's employee. This Agreement does not create any other relationship between the parties, including joint venture.
- 7.3 Compliance with Law.** The parties agree to comply with applicable laws and regulations while performing their obligations under this Agreement, regardless of whether such laws or regulations are specifically referred to in this Agreement. Agent acknowledges that CCIC and its affiliates may have government contracts under which CCIC must require its contractors to comply with certain laws that would not otherwise apply. Agent agrees to comply with these laws.
- 7.4 Amendment.** This Agreement, including any Addendums attached hereto, may be amended only as provided in this Section 7.4.
- (a) How CCIC may amend.** CCIC may amend this Agreement by providing written notice of the amendment and its effective date to Agent thirty (30) or more days before the proposed effective date of such amendment (unless the amendment is a regulatory amendment under (2)(B) of this Section).
- (1) Form of notice.** CCIC may notify Agent of proposed amendments by correspondence addressed directly to Agent, or by conspicuous notice in a publication (including but not limited to a newsletter or web site) to which Agent has general access.
- (2) Effective date.**
- (A) Non-regulatory amendment.** A proposed amendment will become automatically effective without Agent's written

agreement unless Agent notifies CCIC that Agent is terminating this Agreement before the effective date of the amendment.

(B) **Regulatory amendment.** If CCIC proposes an amendment to bring it or Agent into compliance with an applicable law or regulation (including an interpretation of law by a regulatory agency or court), the amendment is effective immediately upon notice to Agent, or upon any other date specified by CCIC in the notice.

(b) **Other amendments.** Any other amendment must be in writing, signed by both parties, and must specify the effective date of the amendment.

7.5 Assignment.

(a) **CCIC may assign.** CCIC may assign all or any of its rights and responsibilities under this Agreement to any entity controlling, controlled by, or under common control with CCIC.

(b) **Administrative Service Providers.** CCIC may use administrative service providers. Agent acknowledges and agrees that persons and entities under contract with CCIC may perform certain of CCIC's administrative services under this Agreement.

(c) **Agent may assign only with CCIC's consent.** Agent may not assign any of its rights, responsibilities, or compensation payable under this Agreement to any person or entity without the written consent of CCIC.

7.6 **Notices.** The parties agree that any written notice required or permitted by this Agreement (except when CCIC provides notice of proposed amendments by publication) is effective if addressed to the other party at the address listed below.

<u>Notices to CCIC</u> Attn: Sean Tahany Address: 2200 Northern Blvd., Suite 104 City, State ZIP: East Hills, NY 11548 E-mail: stahany@careconnect.com Fax: 516.465.8002	<u>Notices to Agent</u> Attn: _____ Address: _____ City, State ZIP: _____ E-mail: _____ Fax: _____
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(a) **Update addresses.** Agent will promptly notify CCIC in writing of any change in address. This notice will be deemed to have been properly provided if addressed to the last known address of CCIC. For purposes of this Section 7.6, "address" includes an electronic mail ("e-mail") address.

(b) **When notice deemed received.** Notice sent by mail will be deemed to have been received five (5) business days after mailing by first-class, postage pre-paid

United States mail. Notice sent by any other means will be deemed to have been received when actually received by the receiving party. If notice is served by facsimile or e-mail, notice will be presumed to have been received 24 hours after being sent, unless the receiving party rebuts this presumption with contrary proof.

- 7.7 Entire Agreement.** This Agreement (including any compensation schedules or Addendums that are attached hereto or incorporated into this Agreement by reference) constitutes the entire agreement between CCIC and Agent and supersedes any prior agreement, oral or written, between the parties concerning the subject matter of this Agreement.
- 7.8 No Waiver.** This Agreement may be amended or modified, and any of the terms or conditions hereof may be waived, only in the manner set forth above. Any waiver by any party of any condition, or of the breach of any provision or term contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as a further or continuing waiver of any such condition, or of the breach of any other provision or term of this Agreement.
- 7.9 Severability.** If any provision of this Agreement is held invalid for any reason, the validity of the remainder of the Agreement will not be affected.
- 7.10 Headings.** Bold-faced headings are intended as reference guides only and are not to be considered part of the Agreement.
- 7.11 Signatory authority.** CCIC and Agent each represent and warrant that the person signing this Agreement has the authority to do so and is acting within the scope of his or her authority.

The parties hereby agree on the terms and conditions of this Agreement. In addition, each party hereby certifies that it has not modified, changed or altered, in any way, any provision of this Agreement prior to the execution hereof.

For CCIC :

For Agent or Agency:

Signature

Signature

Printed Name

Printed Name

Title

SSN/TIN

Date

Title

Date