



Thank you for choosing to contract with us for UnitedHealthcare! We hope to make this process as easy for you as possible. To assist you in that, please take a moment to review the checklist below to ensure all of the necessary documents are received so that we may process your contract as quickly as possible.

Should you have any questions regarding any of these items, please give us a call at 1-800-962-4693. Thank you!

Contracting Checklist

Please make sure that you return the following with completed contracting paperwork:

Completed Appointment Application

Agent Agreement

Completed W-9

E&O Certification - Must specify the name of the agent or agency contracting

EFT Form (optional)

Voided Check (if electing for EFT)

Assignment of Commissions Form (optional – only complete if you are assigning commissions)

You may return your completed contract to us in one of the following manners:

FAX: 304-755-0067

(Please use the enclosed New Agent Appointment Applications Cover Sheet when faxing to ensure proper routing)

Mail: Agent Pipeline, Inc.
Contracting Division
#2 Smiley Drive, Suite 100
St. Albans, WV 25177

FMO Relationship Hierarchy Addendum



THIS IS A WRITABLE FORM*

Please type in the information below. Use the Tab key to move through the fields.

Please complete and attach this page for all producer transactions.

<input type="checkbox"/> Onboarding	<input type="checkbox"/> Change in Hierarchy	<input type="checkbox"/> Add Appointment State(s)	Client Reference # (If Applicable)
FMO Name/Entity			FMO#
SGA Name/Entity			SGA#
MGA Name/Entity			MGA#
GA Name/Entity			GA#
Agent Name			AGT#
Solicitor Name			SOL#
FMO Signature			Date

Check the following appointment level:

FMO
 SGA
 MGA
 GA
 AGT
 SOL

Please appoint to the following states (check all that apply):

UnitedHealthcare Medicare Solutions covers the cost to appoint producers in their resident state. Where applicable, non-resident appointment fees will be deducted from the producer's commissions.

AK AL AR AZ CA CO CT DC DE FL
 GA HI IA ID IL IN KS KY LA MA
 MD ME MI MN MO MS MT NC ND NE
 NH NJ NM NV NY OH OK OR PA RI
 SC SD TN TX UT VA VT WA WI WV
 WY Territories: USVI PR Guam American Samoa

For Internal Use: Broker Sales Review (FMO and SGA only)

UHC Authorization	Date
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Print Name

PLEASE SEND THIS DOCUMENT TO:

EMAIL: uhpcred@uhc.com Fax: 1-888-205-7375

Appointment Application

UnitedHealthcare Insurance Company and Affiliates



THIS IS A WRITABLE FORM*

Please Print or Type: All fields must be complete and legible

Individual Information (All Individual Information fields required for all Appointment Applications).

Legal Name (As name appears on Individual Resident State Insurance License)

Last: Middle First:

Social Security Number Birth Date (MM/DD/YYYY) Alias/Other Names:

Resident Address

City State County (FL Only) Zip Code

Resident Phone Number Business Phone Number Fax Number

Email Address

Appointment Type: Individual OR Corporation *This must match information provided on the Agreement and W-9.*

Mailing Preference: Residential OR Business *If applying as an individual, but prefer mail be delivered to your business, fill in the Business Address section below.*

If Applying as a Corporation, the following information is also required. (You must be a Principal of the Corporation to Apply).

Corporation Name Principal

Corporate Tax ID Business Phone

Business Address

City State County Zip

Errors and Omissions Attestation of Coverage (\$1,000,000 per occurrence or 1,000,000 annual aggregate required)

Name of Carrier Policy #

By signing this attestation I am agreeing that I have met, and will maintain, the required Errors and Omissions coverage during my contract with UnitedHealthcare. I understand that failure to have met and maintained the Errors and Omissions coverage requirements will result in immediate termination.

Applicant's Signature: _____

SIGNATURE

NOTE: Failure to accurately and honestly answer any of the following questions may result in a declination of your application and appointment with UnitedHealthcare
If you answer "Yes" to any of these questions, please provide supporting documentation and a brief explanation on the next page of this form.

Criminal Background Information

- 1. Have you ever been convicted of a felony? Yes No
- 2. Have you ever been convicted of a misdemeanor (other than traffic) including an alcohol or drug-related offense? Yes No
- 3. Have you had your driver's license revoked within the past three years? Yes No

Department of Insurance and CMS

- 4. Have you ever had your insurance or securities license revoked and/or suspended by any department of insurance (even if later reinstated) for any reason?..... Yes No
- 5. Have you ever had a complaint reported against you (even if dismissed) by a consumer and/or insurance company for any reason with any department of insurance, FINRA, or other regulatory reporting agency including CMS?..... Yes No
- 6. Have you ever paid a fine related to a consumer complaint, failure to renew your license or continuing education credit in excess of \$500?..... Yes No
- 7. Have you ever been excluded, or are you aware of actions that could result in an exclusion, by the Office of Inspector General from participation in a government health care program, including Medicare and Medicaid?..... Yes No

Credit History

- 8. Have you filed for bankruptcy and/or had a bankruptcy discharged within the last five years? Yes No
- 9. Are you, at the present time, or have you been within the past five years, involved in any civil litigation, judgements, liens or foreclosures?..... Yes No
- 10. Are you, at the present time, or have you been within the past five years, reported as delinquent on state or federal taxes?..... Yes No

Other Companies

- 11. Do you owe any insurance company, marketing organization or individual for any premiums collected or monies advanced?..... Yes No
- 12. Have you ever been denied an appointment with any insurance company? Yes No
- 13. Have you ever been terminated for cause by any insurance carrier? Yes No
- 14. Have you been denied a bond or application for errors and omissions (E&O) coverage with any company Yes No

Other

- 15. Do you have other information related to criminal, insurance-related complaints, credit, etc., that was not covered by these questions that you wish to disclose?..... Yes No

Please provide an explanation for any "Yes" answers on the previous page in the corresponding sections below.

Criminal Background Information

Department of Insurance and CMS

Credit History

Other Companies

Other

Conditions and Agreements

I have thoroughly reviewed this application and have answered all questions to the best of my knowledge. By signing below, I hereby attest to all matters set forth above and agree to all matters set forth below.

I hereby agree that if and when any or all of the companies issue to me any Agreement(s) for which I hereby apply, I will be bound by such Agreement(s). I understand that my supervising office has specimen forms of the Agreement(s) on file and I have had the opportunity to review such Agreement(s). Submitting to the Company any application for insurance products, including but not limited to Medicare Advantage and Prescription Drug Plan, shall constitute my agreement to such Agreement(s) and all the terms, conditions and provisions set for therein.

I Acknowledge that by signing this Appointment Application and submitting any such insurance application for Insured Product, I have so agreed to the Agreement(s) and no future signature by me shall be necessary.

Disclosure

I have executed this Appointment Application as evidence of the understanding and acceptance of, and consent to its terms, and I agree that I will not solicit business until I receive notification from the Company that this acknowledgement has been approved and I have satisfied all the of certification requirements of the products I intend to sell.

I understand that as part of its approval process and throughout the term of my appointment with the Company, the Company may obtain an investigation consumer report to confirm information regarding my character, general reputation, credit history, personal characteristics, mode of living, criminal history, insurance licensing history, Office or Inspector General records and General Service Administrator excluded party records. I hereby authorize the Company to obtain such a report at any time after receipt of this Appointment Application and throughout the term of my appointment with the Company. The scope of this authorization is all-encompassing, allowing the Company to obtain from any outside organization all manner of investigative consumer reports now and throughout my appointment to the extent permitted by law.

I understand that failure to accurately and honestly respond to any of the questions or attestations may result in a declination of my application and appointment with UnitedHealthcare.

Applicant's Signature

Date (MM/DD/YYYY)

 **SIGNATURE**

**Please return all documents to your Recruiter
for submission to UnitedHealthcare.**

**UNITEDHEALTHCARE INSURANCE COMPANY
AGENT AGREEMENT**

This AGENT AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 20____, by and between UnitedHealthcare Insurance Company (“United”), on behalf of itself and its Affiliates (collectively, the “Company”) and _____ (“Agent”).

- A. United and certain of its Affiliates offer Medicare Advantage Plans (“MA Plans”), stand-alone prescription drug plans (“PDP Plans”), Medicare supplement insurance plans (“Med Supp Plans”) and other health plans and products as may be designated by the Company (collectively, “Products”).
- B. FMO/NMA or General Agent has recommended Agent for appointment by the Company to market and promote the Products.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, it is agreed as follows:

**ARTICLE ONE
DEFINITIONS**

As used herein, capitalized terms shall have the meanings set forth below:

- 1.1 **Affiliate** is any entity which directly or indirectly, through one or more intermediaries, owns or controls, is controlled or owned by or is under common ownership or control with the Company, and offers one or more of the Products. Affiliates offering the Products are specifically set forth in the Agent Compensation Schedule attached hereto and incorporated herein as **Exhibit A**.
- 1.2 **Agent** is an appropriately licensed, independent contractor, appointed by the Company, free to exercise his or its own judgment as to the time and manner of performing services pursuant to an agreement between the Agent and the Company.
- 1.3 **CMS** is the Centers for Medicare & Medicaid Services.
- 1.4 **CMS Contract** is the contract entered into by CMS and the Company pursuant to which the Company offers one or more MA Plans and/or one or more PDP Plans in a specified service area or region.
- 1.5 **FMO/NMA** is a Field Marketing Organization or National Marketing Alliance that has contracted with the Company to promote the Products and has directly or indirectly through a General Agent recommended Agent for appointment by the Company to market and promote the Products.
- 1.6 **General Agent** is an appropriately licensed, independent contractor, appointed by the Company, free to exercise his or its own judgment as to the time and manner of performing services pursuant to an agreement between the General Agent and the Company and authorized to recommend Agent for appointment by the Company to market and promote the Products. A General Agent can be categorized in any one of three levels, General Agent (GA), Super General Agent (SGA) or Master General Agent (MGA).
- 1.7 **MA Organization** is an entity that has entered into a contract with CMS to operate an MA Plan.
- 1.8 **MA Plan** is any Medicare Advantage Plan that may now or in the future be offered to individual Medicare beneficiaries by the Company including, but not limited to, Local HMO and PPO Plans (“Local MA Plans”), Special Needs Plans (“SNPs”), Regional Preferred Provider Plans (“Regional PPO Plans”) and Private Fee for Service Plans (“PFFS Plans”). The definition of an MA Plan includes an MA Plan which include prescription drug plan benefits (“MA-PD Plans”).

- 1.9 **Med Supp Plan** is a Medicare supplement insurance product authorized under applicable federal and state laws and regulations that may now or in the future be offered to individual beneficiaries by the Company.
- 1.10 **Medicare Laws and Regulations** are (i) Part C and Part D of Title XVIII of the Social Security Act and all rules and regulations related thereto that are from time to time adopted by CMS, including regulations set forth in 42 CFR Part 422 (Medicare Advantage Program) and 42 CFR Part 423 (Medicare Program; Medicare Prescription Drug Program) ; (ii) all administrative guidelines (including “Marketing Guidelines,” as defined in Section 2.4 of this Agreement), bulletins, manuals, instructions, requirements, policies, standards or directives from time to time adopted or issued by CMS or the Department of Health and Human Services (“HHS”) relating to any of the foregoing; and (iii) any laws and regulations enacted, adopted, promulgated, applied, followed or imposed by any governmental authority or court in respect of Medicare or any successor federal governmental program, as any of the preceding Medicare Laws and Regulations from time to time may be amended, modified, revised or replaced, or interpreted by any governmental authority or court. Without limiting the foregoing, Medicare Laws and Regulations include the provisions of (i) the Balanced Budget Act of 1997 (“BBA”), (ii) the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (“MMA”), (iii) the Medicare Improvement for Patients and Providers Act (“MIPPA”), and (iv) the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act, collectively referred to as the Affordable Care Act (“ACA”).
- 1.11 **Member** is an eligible individual who has been enrolled by the Company in an MA Plan, PDP Plan, Med Supp Plan or other plan designated by the Company.
- 1.12 **PDP Plan** is any stand-alone Medicare Part D Prescription Drug Plan that may now or in the future be offered to individual Medicare beneficiaries by the Company.
- 1.13 **PDP Plan Sponsor** is an entity that has entered into a contract with CMS to sponsor a PDP Plan.
- 1.14 **Product** means MA Plan, PDP Plan, Med Supp Plan and any other health plans and products as may be designated by the Company. Products are specifically set forth in the Agent Compensation Schedule attached hereto and incorporated herein as **Exhibit A**.
- 1.15 **Representatives** mean appropriately licensed and appointed Solicitor Agents with whom Agent has direct relationships to promote and market the Products.
- 1.16 **Solicitor Agent** is an appropriately licensed captive agent employed by or independently contracted with Agent, appointed by the Company, and free to exercise his or its own judgment as to the time and manner of performing services pursuant to a direct agreement between the Solicitor Agent and the Agent. Company shall under no circumstance be responsible for compensating Solicitor Agents.

ARTICLE TWO

APPOINTMENT, DUTIES AND LIMITATIONS ON AUTHORITY

- 2.1 **Appointment.** Subject to the terms and conditions of this Agreement, the Company hereby appoints Agent for all new business sales to solicit applications for Products either directly or, if applicable, through its Solicitor Agent(s) who are designated to the Company in writing by Agent and appointed by the Company. Agent hereby accepts such appointment. Agent acknowledges and agrees that the authorization and appointment as set forth in this Agreement is limited to the service areas as the Company may designate in writing from time to time or may otherwise make such list of service areas available to, and accessible by, Agent. The service area is specifically set forth in the Agent Compensation Schedule attached hereto and incorporated herein as **Exhibit A**. The Company may add, modify or delete any such service areas in the Company’s sole discretion upon thirty (30) days prior written notice to Agent, or such shorter period as may be required under applicable law.

2.2 **Duties of Agent.** Agent shall:

- a. Before promoting or marketing the Products and on an annual basis thereafter, attend all training required by the Company and be certified by the Company as having completed all training required by the Company, it being specifically acknowledged and agreed by Agent that no compensation shall be paid under this Agreement unless such training has been completed and such certification is received prior to the policy being written. Agent shall promote to each prospective Member only those Products for which the prospective Member is qualified to enroll and which Agent in good faith believes meets the needs of the prospective Member;
- b. Upon recommendation of FMO/NMA or General Agent, be appointed by the Company with the applicable state regulatory agency before promoting and marketing the Products in the state(s) covered by this Agreement;
- c. Notify the Company, and upon recommendation of FMO/NMA or General Agent, be appointed by the Company with the applicable state regulatory agency before promoting and marketing the Products in any additional state(s) covered by this Agreement;
- d. Hold and maintain in good standing, any license, certification or registration (collectively, "license") required to perform Agent's duties under this Agreement in each state where Agent promotes and markets the Products, and immediately notify the Company of (i) any expiration, termination, suspension, or other action affecting such license, and (ii) any disciplinary proceedings against Agent against any of Agent's principals, partners, shareholders, directors, officers or employees relating to any license issued to any such person by a regulatory authority. Without limiting the foregoing, upon discovery by Company of any expiration, termination, or suspension of such license, Company shall terminate Agent, and Agent shall immediately provide to the Company a list of any beneficiaries enrolled by Agent after the expiration, termination or suspension of such license, so that each such beneficiary may be informed of his or her option to confirm enrollment or make a plan change. All state licensures and state license fees are the responsibility of Agent and/or Representatives and not the Company;
- e. In coordination with FMO/NMA or General Agent, promote the Products and solicit and procure applications from interested and eligible beneficiaries using the Company's designated marketing materials and application forms, including, without limitation, the collection of information designated by the Company and CMS to process enrollments and the transmission of enrollment information to the Company in a manner specified by the Company (for example, utilizing an Internet-based enrollment facility, via electronic file transmission or via facsimile transmission) and in compliance with standards and requirements that may be established by the Company;
- f. Maintain proper records and accounts of all transactions pertaining to this Agreement; make such records and accounts available to the Company or its representatives during normal business hours upon seven (7) business days prior notice and turn such records over to the Company immediately upon termination of this Agreement, provided that Agent may retain copies of such records for its files;
- g. Generally endeavor to promote the interests of the Company as contemplated by this Agreement; and conduct itself so as not to affect adversely the business or reputation of itself or the Company, and without limiting the foregoing, Agent agrees that it shall not intentionally disparage the Company or any of the Products, nor shall it act, nor neglect to act, in a manner that would injure or harm the reputation of the Company or the Products or the goodwill associated with the Company or the Products;

- h. As applicable, inform all prospective Members how premium payments for the Products are to be made, as prescribed by the Company and consistent with CMS requirements and applicable state and federal laws;
- i. As applicable, hold any check or monies received by Agent for or on behalf of the Company in a fiduciary capacity and keep such funds segregated from Agent's assets, it being specifically agreed that any such funds shall be deposited to a trust account in a state or federal bank authorized to do business in the state where the deposit is made and insured by an appropriate federal insuring agency no later than one (1) business day after receipt of such funds, and shall be transmitted to the Company within five (5) business days; provided, that to the extent applicable laws and regulations provide for more stringent requirements relating to receipt, handling or transmission of funds, Agent shall comply with the more stringent requirements;
- j. Timely pay to the Company all monies which may be or become due to it by reason of advances or loans or overpayments to Agent or otherwise;
- k. Follow and be governed, and take appropriate steps to require Representatives to follow and be governed, by the terms and conditions of this Agreement and by the policies, procedures, rules and regulations of the Company now or hereafter to become in force, which policies, procedures, rules and regulations shall constitute a part of this Agreement;
- l. Use best efforts to keep Members enrolled in the Products by providing prompt service to Representatives and to Members;
- m. Promptly report to the Company any complaints or inquiries of which it becomes aware (and the facts relevant thereto) to or from any governmental authority regarding Agent, any Representatives or the Company; and fully cooperate with, promptly respond to any requests for information from, and provide assistance to the Company and the Company's designees, as reasonably requested by the Company, on any complaints or inquiries received relating to Agent, any Representatives or the Company;
- n. Comply with and meet the performance requirements which the Company may establish from time to time; it being acknowledged and agreed by Agent that failure to comply with and meet such performance requirements may result in termination of this Agreement by the Company;
- o. Use only the individually identifiable writing number assigned to Agent by the Company on applicable documents;
- p. Adhere to the Relationship Hierarchy Addendum incorporated herein by reference;
- q. Comply with the Medicare Regulatory Addendum attached hereto as **Exhibit B** and incorporated herein;
- r. Comply with the HIPAA Business Associate Addendum attached hereto as **Exhibit C** and incorporated herein;
- s. If authorized by the Company to promote and market any Products which are AARP branded, comply with the Branded Products Addendum attached hereto as **Exhibit D** and incorporated herein;
- t. Comply with any and all requests made by FMO/NMA or General Agent on behalf of the Company;
- u. To the extent that Agent or its Representatives, directly or indirectly, have any arrangements with any subcontractors to perform any services in connection with this Agreement, ensure that any such subcontractors perform in compliance with the terms and conditions of this Agreement. If a subcontractor is

performing services in a manner which is not in compliance with the terms and conditions of this Agreement, or upon the Company's request, Agent shall terminate or require that its Representatives terminate any relationship with any such subcontractor;

v. To the extent Agent is owned or controlled by a licensed individual agent or agents who promote and market the Products to eligible beneficiaries, ensure that such individual or individuals comply with all of the requirements applicable to Agent as set forth in this Agreement and with Company's policies and procedures relating to promoting and marketing the Products to eligible beneficiaries, or;

w. Maintain and make available for inspection complete books and records of all transactions pertaining to this Agreement, as required by Medicare Laws and Regulations and as set forth in the Medicare Regulatory Addendum attached to this Agreement as **Exhibit C** and incorporated herein, and as may otherwise be required under state insurance laws and regulations or by any governmental entity or regulatory agency.

2.3 **Limitations on Authority.** Notwithstanding any other provision in this Agreement, Agent has no authority to, nor shall it represent itself as having such authority to, nor shall it do, any of the following:

a. Hold itself out as an employee, partner, joint venture or associate of the Company;

b. Hold itself out as an agent of the Company in any manner, or for any purpose, except as specified in this Agreement;

c. Alter, modify, waive or change any of the terms, rates or conditions of any advertisements or other promotional literature, receipts, policies or contracts of the Company in any respect;

d. Insert any advertising in respect to the Company or any of the Products in any publication whatsoever, distribute any promotional literature or other information in any media, or use the logo/service marks of the Company without prior written authority of the Company;

e. Collect, or authorize any other person to collect, any premiums or payments on behalf of the Company whatsoever, except the initial premium if authorized by the Company;

f. Bind the Company on any application for any Product, it being expressly understood that all applications must be approved by the Company and/or CMS;

g. Incur any indebtedness or liability, make, alter, or discharge contracts, waive or forfeit any of the Company's rights, requirements or conditions under any Product, extend the time of payment of any premium, or waive payment in cash on behalf of the Company;

h. Transfer or sell the business of the Agent created by this Agreement without the Company's prior written consent which shall not be unreasonably withheld, it being acknowledged and agreed by Agent that such business belongs exclusively to the Company;

i. Except as may be otherwise permitted by prior approval of the Company, deduct any payments due Agent from premiums or payments collected on behalf of the Company;

j. Except with prior approval of the Company, be contracted or otherwise affiliated with more than one FMO/NMA or General Agent, as the case may be, at any given time in the service area designated by the Company to such FMO/NMA or General Agent. In the event that Agent wishes to contract or otherwise affiliate with a different FMO/NMA or General Agent, Agent may do so only in accordance with Company rules and regulations and such additional terms and conditions as the Company may specify; or;

k. Knowingly permit any party to inappropriately use the individually identifiable writing number issued to Agent by the Company on applications solicited by such party.

2.4 **Promoting the Products in Compliance with Medicare Marketing Guidelines and Applicable Laws and Regulations.**

a. Notwithstanding any other provision in this Agreement, Agent agrees, on behalf of itself and its employees, agents, contractors and Representatives, to strictly comply with the Company's policies and procedures and all applicable federal and state laws, rules and regulations (including, but not limited, to anti-kickback statutes, false claims acts and fraud and abuse statutes) relating to promoting the Products to Members;

b. Agent and Representatives will complete the training and testing required by the Company for the promotion and marketing of the Products and read all Marketing Guidelines (as defined below), and will comply with all policies therein;

c. Agent and Representatives shall not make representations with respect to the nature or scope of the benefits of enrollment in the Products except in conformity with the written guidelines and marketing materials furnished by the Company to Agent and Representatives for that purpose. These written guidelines specifically include, but are not limited to, (i) CMS's Medicare Marketing Guidelines For Medicare Advantage Plans, Prescription Drug Plans and 1876 Cost Plans and any and all updates, revisions and additions thereto and (ii) such other written guidelines and marketing materials that may be issued by CMS or other applicable regulatory agencies or otherwise be established by the Company and furnished to Agent (collectively, the "Marketing Guidelines"). By entering into this Agreement, Agent is acknowledging it has received, read and understands the Marketing Guidelines and that it will ensure that Representatives will receive, read and understand the Marketing Guidelines, including the current version of CMS's Medicare Marketing Guidelines For Medicare Advantage Plans, Prescription Drug Plans and 1876 Cost Plans as of the date Agent enters into this Agreement;

d. Agent and Representatives shall have no authority to, and will not purport to, make any oral or written alteration, modification or waiver of any of the terms or conditions applicable to enrollment in the Products;

e. Agent and Representatives shall make all disclosures to eligible Medicare beneficiaries in accordance with the Marketing Guidelines, including the following: (i) if Agent or Representative is meeting with a Medicare beneficiary, Agent or Representative shall clearly identify to the Medicare beneficiary that Agent or Representative will be discussing the Company's MA Plans and/or PDP Plans before Agent or Representative markets to the Medicare beneficiary, (ii) Agent or Representative shall, prior to the enrollment or at the time of enrollment, make the following disclosure in writing to the Medicare beneficiary: "The person that is discussing plan options with you is contracted with <plan name, as provided by Company>. The person is compensated based upon your enrollment in a plan" and (iii) if Agent or Representative makes any presentation regarding the Company's PFFS Plans, Agent or Representative shall strictly comply with the Company and CMS requirements specifically relating to PFFS Plans. Agent and Representatives shall make no payments or gifts of any kind to any eligible Medicare beneficiaries or any Members. Agent or Representatives shall be subject to, and cooperate with, the "Sales Training Incident" program established by the Company;

f. Agent and Representatives shall follow Medicare Laws and Regulations and Company policies and procedures regarding contacts with Medicare beneficiaries and use of the Company's Sales Appointment Confirmation Form in connection with marketing appointments;

g. The Company may from time to time contact Members and/or leads for the purpose of setting up an appointment between the Member and/or lead and Agent or one of its Representatives to discuss and market the Company's Plans. In such event, the Company authorizes Agent or its Representative to act on behalf of the Company for the sole and limited purpose of meeting with the Member or lead, as applicable, during the scheduled appointment, to discuss and market the Company's Plans and for no other purpose. Agent or its Representative shall discontinue all discussions and marketing of the Company's Plans and end the scheduled appointment if Agent or its Representative determines that the Company's Plans are not the best Plans to meet the Member's or lead's needs. Agent and its Representatives shall comply with the provisions of this Agreement and Medicare Laws and Regulations and any additional directions or guidance issued by the Company when meeting with any Member or lead identified by the Company and discussing or marketing the Company's Plans to any Member or lead identified by the Company. All information regarding Members or leads furnished by the Company to Agent or its Representatives shall be subject to the confidentiality provisions of the Agreement, including but not limited to the provisions of the Business Associate Addendum, and all Medicare Laws and Regulations, and Agent and its Representatives shall treat all such information in compliance with such confidentiality provisions and Medicare Laws and Regulations; or;

h. Agent and his/her Representatives shall be subject to background checks pursuant to Company policies and procedures.

- 2.5 **Rapid Disenrollment.** Agent and Representatives shall maintain a "Rapid Disenrollment" rate of no more than ten percent (10%) for each calendar year throughout the term of this Agreement. For purposes of this provision, "Rapid Disenrollment" means the voluntary disenrollment of a Member from an MA Plan or PDP Plan on or before three (3) calendar months after the Member's initial enrollment effective date; provided, however, when a Member enrolls in an MA Plan or PDP Plan effective October 1, November 1, or December 1, and subsequently changes plans effective January 1 of the following year, this is not considered a Rapid Disenrollment. Disenrollments for all MA Plans and PDP Plans marketed and promoted by Agent and Representatives are reported to the Company by CMS on the "Monthly Membership Reconciliation" (MMR) file. If the Rapid Disenrollment rate exceeds ten percent (10%) for any calendar year, Agent shall, at the request of Company, remove any Representative(s) determined by the Company or Agent to be responsible.
- 2.6 **Duties of the Company.** The Company shall furnish to Agent the marketing and enrollment materials for marketing and promotion of the Products. Agent specifically acknowledges that marketing and enrollment materials must be approved by CMS and the Company and that the enrollment of Members into MA Plans and PDP Plans is governed by Medicare Laws and Regulations. Agent further acknowledges that marketing and enrollment materials for Med Supp Plans and other health plans and products which are subject to state regulations must be approved by applicable state regulatory agencies and are governed by state laws and regulations.
- 2.7 **Company's Right to Modify Products and Service Area.** Subject to Medicare Laws and Regulations and applicable federal and state laws and regulations, the Company may, in its discretion, discontinue or modify any of the Products. Company may, in its sole discretion, limit which Products Agent and Representatives are authorized to solicit applications for on the Company's behalf. Company may, in its sole discretion, add, discontinue or modify any of the service areas in which Agent is authorized to solicit applications for any Products upon thirty (30) days prior written notice to Agent, or such shorter period as may be required under applicable law.
- 2.8 **Relationship of Parties.** Agent is an independent contractor and nothing contained in this Agreement shall be construed to create an employer and employee relationship between the Company and Agent. The Company shall not be bound or liable for any actions taken or representations made by Agent beyond the scope or in violation of this Agreement. Agent shall be responsible for all taxes on compensation earned by it under this Agreement. Agent shall be responsible for providing any and all insurance coverages it is

required to provide for itself, or for any of its employees, by law. Except as provided in this Agreement, Company does not control the time, place or manner of Agent's activities. Each party shall be solely responsible for and shall hold the other party harmless against any obligation for payment of wages, salaries, or other compensation (including all state, federal, and local taxes and mandatory employee benefits), and insurance and voluntary employment-related or other contractual or fringe benefits as may be due and payable by the party to or on behalf of such party's employees and other contractors. Neither party shall use the trademarks or tradenames of the other party except as specifically contemplated by this Agreement. Agent shall not advertise using the name of Company without the express written approval of Company.

- 2.9 **Litigation.** Agent shall not initiate litigation in any dispute between Agent and any Representatives, or between Agent and any prospective or existing Member, without the prior written consent of the Company, which consent may be withheld by the Company for any or no reason. If any legal action is brought against either party hereto, or against both parties jointly, by reason of any alleged act, fault or failure of Agent in connection with its activities hereunder, the Company may require Agent to defend such action, or at its sole option, the Company may defend such action and expend such sums as may be reasonable therefor, including reasonable attorneys' fees, and Agent shall be chargeable therewith as well as with any amounts which may be recovered against the Company by judgment, settlement or otherwise, in any such action, which amount Agent shall pay to the Company on demand.
- 2.10 **Indemnification.** Agent shall defend, indemnify and hold the Company harmless from and against any and all injuries, claims, demands, liabilities, including reasonable attorneys' fees, suits at law or in equity, or judgments of any nature whatsoever, which the Company, its employees, representatives or third parties may sustain or incur by reason of any act, neglect or default of Agent or any Representatives in connection with its activities under this Agreement or the timely and accurate payment of commissions, fees, or other compensation to Representatives, including payments to Solicitor Agents for sales of or enrollments in the Products. Agent shall indemnify and hold the Company harmless from and against any and all damages, claims, demands or liabilities which Agent, any Representative or a third party may incur as a result of the installation and use of any software provided by the Company to Agent or any Representative in connection with its activities under this Agreement.
- 2.11 **Audits.** Agent shall permit the Company to inspect and audit all information and records related to services Agent performs under this Agreement. The Company must give Agent reasonable notice and conduct the inspection and audit during regular business hours. Agent shall also comply with the audit requirements set forth in the Medicare Regulatory Addendum. The Company may conduct, or arrange for a third party to conduct, a pre-contracting audit and subsequent periodic audits of Agent's operations relating to the performance of its duties hereunder, and compliance with this Agreement. Agent agrees to permit the Company, or a third party arranged by the Company, to conduct a security audit in accordance with Company and industry standards (such as HPA and ISO27002) to examine the facilities, policies, procedures, plans, and other records and documentation to verify Agent's compliance with data, physical and operational security standards. Agent shall promptly take corrective action to address any issues identified by the Company in connection with its audit and oversight activities. All corrective actions must be communicated to the Company, and approved by the Company. The Company has the right to alter or request the necessary corrective action to be taken.
- 2.12 **Non-Solicitation.** During the term of this Agreement and for a period of one year following the later of (a) the effective date of termination of this Agreement; or (b) the last day in the month in which the Company pays any renewal fees, Agent shall not, and shall require that all Representatives shall not, directly or indirectly, other than in performance of its or their obligations hereunder, (i) solicit any business from a Member of the Company in a manner that is in violation of Medicare Laws and Regulations, including the prohibition on steering and "cherry picking", or in violation of any other applicable state or federal laws and regulations; or (ii) knowingly employ or engage or offer to employ or engage any person who is then (or was at any time within one year prior to the time of such employment, engagement or offer) an employee, sales representative or agent of the Company, unless mutually agreed to by the parties.

**ARTICLE THREE
NETWORK OF REPRESENTATIVES**

- 3.1 **Recommended Appointment; Reimbursement of Appointment Fees.** Agent may solicit business for the Company through a network of Representatives (also referred to herein as “Solicitor Agents”). The Company, in its sole discretion, shall have the right to appoint Representatives and retains the right, in its sole discretion, to terminate such appointments. Agent and each Representative must be appointed by the Company before engaging in any marketing activities under this Agreement. As directed by the Company, Agent shall provide the Company with the information required by the Company for the appointment of Agent and each Representative with each applicable state regulatory agency. If the Company expands Agent’s designated service area to include any additional state(s), Agent shall provide the Company with the information required by the Company for the appointment of Agent and Representatives in the additional state(s). Agent acknowledges and agrees that neither Agent nor any Representatives may market the Products in any additional state(s) until such time as the Company makes the appointments in such additional state(s). Agent agrees that all appointment fees for Agent and Representatives shall be the responsibility of Agent and not the Company (except where otherwise provided by state law). Upon the Company’s request, and in the manner requested by the Company, Agent shall promptly reimburse the Company for all appointment fees paid by the Company for Agent and Representatives. Notwithstanding the foregoing or any other contract language to the contrary, Agent is not authorized to recommend new Solicitor Agents for appointment by the Company, and the Company will not make any appointments of new Solicitor Agents within Agent’s hierarchy.
- 3.2 **Agreements with Solicitor Agents/Representatives.** Agreements with Solicitor Agents are entered into between Agent and the Solicitor Agent. Agent, and not the Company, is responsible for compensating the Solicitor Agent. The Company is not a party to any agreement between Agent and the Solicitor Agent. However, the Company may direct Agent to take action with respect to any of its contracted Solicitor Agents’ promotion and marketing of the Products and any obligation under this Agreement or Company’s policies, procedures, rules, and regulations, and Agent shall take such action immediately upon the Company’s direction.
- 3.3 **Oversight and Responsibility for Representatives.** Agent shall actively supervise all Representatives, and shall be responsible for the conduct, acts and performance of each Representative. Agent shall take all necessary steps to communicate to all Representatives the Company’s requirements for the marketing and promotion of the Products, and shall assure that each Representative complies with such requirements, Medicare Laws and Regulations, and other applicable federal and state laws and regulations. Agent acknowledges and agrees that FMO/NMA and/or General Agent is responsible to the Company to actively supervise the conduct, acts and performance of Agent and its Representatives under this Agreement. Agent agrees to cooperate with FMO/NMA and General Agent and follow all instructions and guidance from FMO/NMA and General Agent regarding compliance with the Company’s requirements for the marketing and promotion of the Products, Medicare Laws and Regulations, other applicable federal and state laws and regulations, as well as Company’s applicable policies and procedures. Agent shall not pay, and shall not allow its Representatives to pay, any form of rebate to Members or potential enrollees in order to obtain business. Agent shall immediately inform the Company of any actual or suspected rebate to Members or potential enrollees by any person acting on behalf of Agent or any Representative.

ARTICLE FOUR
COMPENSATION WHILE AGREEMENT IS IN EFFECT

4.1 **Compensation to Agent.** Except as provided for in Section 4.2 below, the Company shall compensate Agent for the marketing and promotion of the Products, in accordance with the Agent Compensation Schedule attached as **Exhibit A**, and Agent agrees that the following terms and conditions shall apply:

a. Agent shall receive compensation only on business written by Agent and (ii) business written by Agent's Representatives. Agent shall accept the compensation set forth on the Agent Compensation Schedule as compensation in full for all services performed and for all expenses incurred by Agent under this Agreement for the promotion and sale of the Products in all cases where Agent's claim to compensation is disputed or is otherwise questionable, the Company shall have the right, in its sole and absolute discretion, to decide and settle the dispute. Any decision of the Company shall be final, binding, conclusive and nonappealable;

b. Agent, and not the Company, shall have the sole responsibility to compensate Solicitor Agents for all activities conducted by Solicitor Agents on Agent's behalf. Agent shall ensure that the compensation methodology and the compensation amounts to be paid to Solicitor Agents comply at all times with CMS requirements and applicable Medicare Laws and Regulations, and any other applicable federal and state laws and regulations. Agent agrees to disclose to the Company at any time the compensation structure and amounts payable or paid to Solicitor Agents;

c. In accordance with Medicare Laws and Regulations, the Company shall establish one or more MA Plan compensation structures and one or more PDP Plan compensation structures for new and renewal enrollments effective for each plan year (the "Annual Commission Schedule");

i. For the beneficiary's initial year of enrollment in an MA Plan or PDP Plan, as determined by CMS, Agent and Representatives shall be compensated during the plan year at the Initial Year rate specified in the Annual Commission Schedule for the plan year and thereafter at the Renewal Year rate specified in the Annual Commission Schedule for the plan year for as long as the individual remains enrolled as a Member in a Company MA Plan or a Company PDP Plan, as applicable, throughout each renewal year, and provided that Agent, and for applications written by Representatives, provided that Agent and Representative remain licensed, appointed and certified by the Company as having completed the training and testing required by the Company for each renewal year.

ii. For plan years after the beneficiary's initial year of enrollment in an MA Plan or PDP Plan, as determined by CMS, Agent and Representatives shall be compensated for renewal enrollments during the plan year at the Renewal Year rate specified in the Annual Commission Schedule for as long as the individual remains enrolled as a Member in a Company MA Plan or a Company PDP Plan, as applicable, throughout each renewal year, and provided that Agent, and for applications written by Solicitors, provided that Agent and Solicitor remain licensed, appointed and certified by the Company as having completed the training and testing required by the Company for each renewal year..

The Annual Commission Schedule shall be in place by the beginning of the MA Plan and PDP Plan marketing period for each plan year or such other date as may be established by CMS. The Annual Commission Schedule shall be subject to review by CMS and subject to modification at any time based upon CMS's review. The Company shall furnish Agent with written notice of the Annual Commission Schedule for each plan year in the form of an amendment to the Agent Compensation Schedule. The Annual Commission Schedule shall become a part of this Agreement, and shall apply to all new enrollments and all renewal enrollments for the plan year.

For all Products, the Company may, at any time, increase or decrease the compensation payable as specified on the Agent Compensation Schedule, and may set the compensation payable on any or all additional products which are added to the Agent Compensation Schedule by furnishing to Agent written notice. Notwithstanding the foregoing, any change in the compensation payable shall not be retroactive, and shall apply only to Products, as applicable, solicited or arranged by Agent or any Representative on or after the effective date specified in the written notice or revised compensation schedule, which effective date shall be at least fifteen (15) days after the date on which such written notice or revised compensation schedule is furnished to Agent.

d. All compensation due to Agent under this Agreement shall be based on the enrollment of Members in a Product, as determined by CMS and/or the Company, as the case may be.

i. Deductions for Non-Enrollment. If the Company, in its sole discretion, elects to pay any compensation to Agent prior to receiving CMS confirmation of the enrollment of a Member in an MA Plan or PDP Plan, and CMS does not, in fact, enroll the individual in the MA Plan or PDP Plan, Agent shall promptly refund such compensation paid to Agent and attributable to such individual or Representative. The Company may deduct such compensation from amounts otherwise owed by the Affiliate to Agent.

ii. Deductions for Rapid Disenrollment. If a Member voluntarily disenrolls from an MA Plan or PDP Plan within three (3) calendar months of enrollment and the Company has paid any compensation to Agent for such Member, Agent shall refund such compensation paid to Agent and attributable to such Member. The Company may deduct such compensation from amounts otherwise owed by the Company to Agent and shall provide Agent with information supporting the amount of any such deductions taken pursuant to this provision.

iii. Deductions for Disenrollment after “Rapid Disenrollment” Period. Agent acknowledges and agrees that compensation for each year of enrollment in an MA Plan or PDP Plan is earned in the fourth (4th) through eleventh (11th) calendar months of such year. If a Member disenrolls from an MA Plan or PDP Plan during the fourth (4th) through eleventh (11th) calendar months of such year, and the Company has paid any compensation to Agent for such Member, Agent shall refund the portion of such compensation which has not been earned by Agent. The Company may deduct the portion of such compensation which has not been earned by Agent from amounts otherwise owed by the Company to Agent and shall provide Agent with information supporting the amount of any such deductions taken pursuant to this provision. In calculating the amount of such refunds or deductions, the Company shall follow CMS requirements and guidance relating to charge backs for disenrollment of Members during the plan year. This provision shall survive termination of the Agreement.

iv. Deductions for Fines and Penalties. Agent acknowledges and agrees that Agent is responsible for any and all regulatory fines or penalties that may be imposed upon the Company as a result of the actions of Agent or any of its Representatives, and if any such fines or penalties are imposed upon the Company, Agent shall reimburse the Company for the full amount of such fines and penalties immediately upon notice from the Company. The Company may deduct the full amount of such fines and penalties from amounts otherwise owed by the Company to Agent and shall provide Agent with information supporting the amount of any such deductions taken pursuant to this provision. This provision shall survive termination of the Agreement.

v. Deductions for Non-Compliant Marketing Practices. Agent acknowledges and agrees that Agent is responsible for the compliance of Agent and its Representatives with all Medicare Laws and Regulations relating to marketing of MA Plans and PDP Plans (including the Marketing Guidelines), and if the Company determines, in its sole discretion, that Agent or any of its Representatives did not comply with such Medicare Laws and Regulations in connection with the sale of an MA Plan or PDP Plan to an individual Member, the Company may, in its sole

discretion, take any and all measures permitted by laws and regulations including termination of this Agreement. This provision shall survive termination of the Agreement.

vi. Deductions for Compliance Costs Resulting from Action or Inaction by Agent or Representatives. Agent acknowledges and agrees that Agent is responsible for any and all costs incurred by the Company resulting from a Representative's or Agent's action or inaction which results in a compliance violation and the Company incurring additional costs in the correction of such compliance violation. Agent shall reimburse Company for the full amount of the additional costs incurred by Company immediately upon notice from the Company. The Company may deduct the full amount of such costs from amounts otherwise owed by the Company to Agent and shall provide Agent with information supporting the amount of any such deductions taken pursuant to this provision. This provision shall survive termination of the Agreement.

e. The Company, in its sole discretion, may from time to time provide additional compensation to Agent and/or Representatives in the form of monetary or non-monetary incentives earned based on performance (e.g., sales contests). The terms and conditions under which such additional compensation can be earned shall be provided to Agent and/or Representatives in writing, and all such incentive programs shall be administered in compliance with Medicare Laws and Regulations and all applicable state and federal laws and regulations.

4.2 Compensation by FMO/NMA or General Agent. Agent acknowledges and agrees that certain FMO/NMAs and General Agents that contract with the Company may be responsible for compensating Agent, and in such cases, the Company shall have no responsibility to compensate Agent for Products marketed through such FMO/NMAs and General Agents. In such cases, Agent shall look solely to the FMO/NMA or General Agent for compensation for the marketing and promotion of the Products, and Agent acknowledges and agrees that under no circumstances shall Agent have any claim against United or any Affiliates for any compensation or any other payment whatsoever in connection with Agent's activities in connection with the Products marketed through such FMO/NMAs and General Agents.

4.3. Responsibility for Indebtedness to Company. Agent shall be responsible for and agrees to reimburse and indemnify the Company for (i) any unearned or improperly or mistakenly paid commissions, (ii) any obligation or any sum which may be due and payable to the Company by Agent under this Agreement (including, but not limited to, appointment fees paid by the Company for Agent and its Representatives) and (iii) to the extent Agent may be responsible for commission payments to a Representative, any obligation or any sum which may be due and payable to the Company by any such Representatives under the agreement between the Company and the Representative or under any agreement between Agent and the Representative (collectively, "Indebtedness Agent grants the Company a first lien in and to all compensation payable under this Agreement and any compensation payable under any other agreement between the Company and Agent, for any debt due from Agent, including sums advanced or loaned by the Company. At any time during the term of this Agreement and at any time following termination of this Agreement, the Company may withhold, deduct and apply all sums due which would otherwise be due and payable to Agent to reduce any Indebtedness. The Company may, in its sole discretion, demand full payment of any Indebtedness that remains outstanding for more than thirty (30) days. Agent agrees to pay the Company any and all Indebtedness immediately upon demand. If such Indebtedness is not paid within thirty (30) days of the Company's written demand for payment, the Company will be entitled to recover, in addition to such Indebtedness, all cost of collection, including, but not limited to, court costs, reasonable attorneys' fees and other expenses. Failure to pay any Indebtedness within thirty (30) days of Company's written demand for payment shall also be the basis for termination of this Agreement with cause. This Section 4.2 shall survive termination of this Agreement.

ARTICLE FIVE
TERM, TERMINATION AND SUSPENSION

- 5.1 **Term of Agreement.** The term of this Agreement shall begin on the date first written above (the “Effective Date”) and shall continue until terminated in accordance with the provisions of this Article Five.
- 5.2 **Termination.** This Agreement may be terminated without cause by either Agent or the Company upon thirty (30) days prior written notice or such minimum number of days as required by applicable law, which notice shall be provided in accordance with the notice procedures set forth in this Agreement.
- 5.3 **Automatic Termination.** This Agreement will terminate automatically upon the occurrence of any of the following events:
- a. If Agent is an individual, upon the death of the individual;
 - b. If Agent is a partnership, upon the death of any partner or any change in the partners composing the partnership, or dissolution of the partnership for any reason; provided, however, this Agreement shall continue in full force and effect if (i) the partnership and partners continuing the business of Agent (the “Continuing Partners”) immediately provide written notification to the Company of such death, change or dissolution, which notification specifies the Continuing Partners and documents that the Continuing Partners meet all requirements of Agent under this Agreement, and (ii) the Company consents to the Continuing Partners, which consent shall not be unreasonably withheld, and (iii) the Continuing Partners execute a new agreement or other documentation reasonably required by the Company to continue this Agreement in full force and effect;
 - c. If Agent is a corporation, upon the dissolution of the corporation or disqualification of the corporation to do business under applicable state laws;
 - d. Agent is unable to pay debts as they mature, makes an assignment for the benefit of creditors or becomes the subject of a bankruptcy, insolvency or similar proceedings;
 - e. The loss, restriction, revocation or suspension of Agent’s insurance license, certification or registration by any federal or state regulatory authority having jurisdiction over the parties; or;
 - f. Agent’s business is sold, transferred or merged and the Company has not consented to such sale, transfer or merger or has not appointed the successor.
- 5.4 **Termination with Cause.** The Company may immediately terminate this Agreement for cause upon written notice to Agent upon the occurrence of any of the following events:
- a. The failure of Agent to comply with (i) the policies, procedures, rules and regulations of the Company, (ii) the Marketing Guidelines, (iii) the Medicare Laws and Regulations or (iv) the laws or regulations of the states in which Agent is licensed to conduct business or any federal or state regulatory authority having jurisdiction over the parties;
 - b. The failure of Agent to perform any material obligations imposed upon Agent under the terms and conditions of this Agreement;
 - c. The conviction of Agent or any of its principals, shareholders, directors or officers of a felony crime or any other crime involving moral turpitude;
 - d. The exclusion of Agent or any of its principals, directors or officers from participation in Medicare, Medicaid or any federal health care program;

e. The failure of Agent to provide the Company with certificates of insurance and to maintain the insurance coverages set forth in this Agreement;

f. If Agent or any principal, partner, shareholder, director or officer of Agent or Representative directly or indirectly and systematically contacts, communicates or meets with Members for the purpose of replacing a Product offered by the Company with a Medicare Advantage Plan or Prescription Drug Plan or other product offered by an MA Organization, PDP Plan Sponsor or other entity that is not affiliated with the Company;

g. The promotion and marketing of the Products by Agent or any of its principals, shareholders, directors or officers or any Representative when a suspension is in effect, as specified in Section 5.5 below; or;

h. Agent is contracted or otherwise affiliated with more than one (1) FMO/NMA, or one (1) General Agent, as the case may be, at any given time in the service area designated by the Company to market and promote the Products.

5.5 **Suspension and Corrective Action of Agent or Representative.** In the event that the Company becomes aware of allegations, through Member complaints or otherwise, that Agent or any Representative may have engaged in conduct in violation of this Agreement, the Company may suspend Agent's or the Representative's authority under this Agreement pending the Company's final outcome of an investigation of such allegations. During the time such suspension is in effect, Agent or the Representative, as specified by the Company, may not market or promote the Products on behalf of the Company; provided, however, that the Company shall pay compensation in accordance with the terms and conditions of this Agreement on Agent's existing business submitted prior to the date of the suspension. The Company reserves the right to initiate corrective action against Agent or Representatives where the Company has determined Agent or Representatives have engaged in any conduct in violation of this Agreement.

5.6 **Specific Obligations of Agent to the Company and Members Following Termination of Agreement.** Following termination of this Agreement, Agent shall direct inquiries regarding the Products to the Company. Agent shall continue to act in accordance with applicable Medicare Laws and Regulations and federal and state laws and regulations applicable to marketing representatives, and shall refrain from making any negative statements about the Company or the Products to Members or other beneficiaries. Agent shall continue to act in accordance with the provisions of the HIPAA Business Associate Addendum attached to this Agreement. Without limiting the foregoing, Agent shall refrain from using or disclosing Member names and contact information, as well as all other Protected Health Information, as defined in the HIPAA Business Associate Addendum attached to this Agreement. At the request of the Company, Agent shall copy all requested records in its possession relating to applicants for MA Plans, PDP Plans, Med Supp Plans and/or other Products and relating to Members and forward such copies to the Company. The cost of copying such records shall be borne by Agent. Agent shall ensure that Representatives comply with the provisions of this Section 5.6 following termination of this Agreement.

5.7 **Compensation Following Termination of Agreement; Vesting.**

a. In the event this Agreement is automatically terminated under Section 5.3 or is terminated by Company for cause under Section 5.4, Company shall cease paying to Agent any compensation due to Agent under this Agreement and no further payment shall be due. This termination of payment shall be independent of any other rights that Company may have as a result of the breach of this Agreement;

b. Upon termination of this Agreement without cause, any compensation due to Agent as set forth on the Agent Compensation Schedule in effect as of the effective termination date of this Agreement shall be vested in Agent and payable to Agent by the Company regardless of whether this Agreement is still in force at the time such compensation become due for as long as each such applicable Member remains enrolled in

the Product with the Company and premiums continue to be paid by CMS and the Member, as applicable, and, for MA and PDP Plans, provided that Agent, (and for applications written by Representatives, provided that Agent and Representative) remain licensed, appointed and certified by the Company as having completed the training and testing required by the Company for each renewal year.. The obligation of the Company to pay such compensation shall cease in the event that (i) Agent, at any time while such payments continue, contacts existing Members for the purpose of replacing any of the Products with a Medicare Advantage Plan, Prescription Drug Plan, Medicare Supplement Plan or other Product offered by another MA Organization, PDP Plan Sponsor, health plan or insurer (notwithstanding anything to the contrary herein above, the parties expressly acknowledge and agree that the occasional or inadvertent replacement of business is practically unavoidable and that unless such conduct is part of an intentional effort to migrate the Company's business to a competitor of the Company, it shall not give rise to the cessation of payments provided for hereunder and furthermore, the parties hereto acknowledge and agree that the foregoing shall not apply in any instance where the Company's services or coverage are no longer generally accepted in such Member's geographic area), (ii) Agent, at any time while payments continue, engages in any of the conduct set forth in Section 5.4 which would have given rise to a termination for breach, or (iii) the Company's payments to Agent as required by this Agreement are less than Two Thousand Dollars (\$2000.00) per year. This Section 5.7 shall survive termination of this Agreement.

- 5.8 **Termination of Representatives.** If Agent engages or employs any Solicitor Agents, Agent must immediately notify the Company of the termination of the engagement or employment of any such Solicitor Agents. Termination of Agent shall result in the termination of Agent's Representatives. The Company may, in its sole and absolute discretion, terminate the participation of any Representative by providing advance written notice of such termination to Agent. Upon receiving such notice from the Company, Agent shall cause any terminated Representative(s) to cease marketing the Products and to cease soliciting applications on behalf of the Company. The Company shall have no obligation to pay any further compensation to Agent with respect to any enrollments which are originated after the termination date by any Representative who or which has been terminated. The termination of participation of any one or more Representatives by the Company shall not affect the performance of this Agreement by Agent and the remaining Representatives that have not been terminated by the Company. The termination of any Representative's participation hereunder shall not prevent the subsequent termination of this Agreement in its entirety by the Company in accordance with the provisions of this Article Five or as otherwise permitted by this Agreement.

ARTICLE SIX GENERAL PROVISIONS

- 6.1 **Intellectual Property Rights; Confidential Information.** Agent agrees that all marketing and promotional materials, advertisements, circulars, brochures or similar material concerning the Products, rate and benefit schedules, contracts, records files, software, manuals, forms, and other materials and information furnished by the Company, whether furnished in paper forma, electronic format or through the Internet, is and shall remain confidential and proprietary to the Company. Agent agrees that such proprietary and confidential information shall only be used by Agent in connection with performance under this Agreement and only in the manner provided by this Agreement. Agent shall not use any of the Company's proprietary and confidential information to directly or indirectly compete with the Company, or to assist any competitor of the Company to compete with the Company, during the term of this Agreement or at any time thereafter. Upon expiration or termination of this Agreement, Agent shall immediately return all proprietary and confidential information. Agent agrees that this Agreement is and shall remain confidential, and Agent agrees not to disclose this Agreement, or any term of it, to any third party without the prior written consent of the Company, except as required by law. Agent acknowledges and agrees that the Company owns all tangible property, including, but not limited to, goods, equipment, documents, spreadsheets, notes, disks, text, artwork, computer software, and similar property provided to Agent by the Company or produced by Agent at the Company's expense or based on the Company's proprietary and

confidential information. Agent agrees to deliver this tangible property to the Company promptly upon the Company's request, but in any event, after Agent is finished using such tangible property in performing the services under this Agreement.

6.2 **Assignment.** Neither this Agreement nor any of the duties or benefits of this Agreement shall be assigned or transferred, either in whole or in part, without the prior written consent of the Company.

6.3 **Amendments; Other Agreements.**

a. **Unilateral Amendments.** The Company 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, or fifteen (15) or more days before a compensation amendment pursuant to section 4.1 of this Agreement. The amendment will automatically become effective without Agent's written agreement unless Agent notifies the Company that Agent is terminating this Agreement before the effective date of the amendment.

b. **Amendments to Comply with Laws and Regulations.** The Company may amend, revise or supplement this Agreement with written notice to Agent in order to maintain compliance with Medicare Laws and Regulations and any applicable state, federal or local statutes, ordinances, codes, rules, regulations, restrictions, orders, procedures, directives, guidelines, policies or requirements enacted, adopted, applied or imposed by any governmental authority or court. The written notice shall specify the effective date of the amendment, revision or supplement to the provisions of this Agreement. Such amendment shall be binding upon Agent and shall not require the consent of Agent.

c. **Agreements for Sale of Other Products.** Nothing in this Agreement shall preclude Agent from entering into agreements with the Company for the sale of any Company products other than the Products, and no provision of this Agreement shall be construed to supplant or modify any provision of any such agreements.

d. **Prior Agreements.** The Company and Agent agree that this Agreement, including all exhibits, appendices and addenda attached hereto or incorporated into this Agreement by reference, constitutes the entire agreement between the Company Agent and will, upon execution by the parties, supersede any prior agreement, oral or written, between the parties concerning the subject matter of this Agreement. If any such agreements are in existence, they are, upon execution of this Agreement by the parties, hereby cancelled, except with respect to any compensation or commissions payable thereunder, which compensation or commissions shall continue to be paid in accordance with the terms thereof.

6.4 **Insurance.** Agent shall maintain the following insurance coverage:

a. If the Agent is an employer of one or more employees, workers compensation and employers liability coverage with minimum limits of:

i. Workers Compensation - Statutory as required by law

ii. Employers Liability-

Bodily injury by accident: \$1,000,000 each accident

Bodily injury by disease: \$1,000,000 each employee

Bodily injury by disease: \$1,000,000 policy limit

b. Agent's Errors and Omissions Insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) annual aggregate.

c. If Agent has a claims-made based policy (or policies) and such policy (or policies) are cancelled or not renewed, Agent agrees to exercise any option contained in said policy (or policies) to extend the reporting period to the maximum period permitted; provided, however, that Agent need not exercise such option if the superseding insurer will accept all prior claims.

d. None of the foregoing requirements as to the type and limits of insurance to be maintained by Agent are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Agent under this Agreement. Each of the Agent insurance policies shall:

- i. be issued by companies that are admitted insurers in the jurisdiction in which the services or products are being provided;
- ii. be issued by companies that have an A. M. Best rating of not less than "A-", and are in a size category which is not lower than "VIII;"
- iii. be primary and noncontributory with any of the Company's insurance;
- iv. name the Company as an additional insured; (except workers compensation, employers liability and professional liability coverages); and
- v. provide the Company with thirty (30) days prior written notice of cancellation, non-renewal or material change in the form or limits of coverage.

Agent shall cause its insurance carriers, brokers or agents to issue certificates of insurance to the Company evidencing all insurance coverages required by this Section. Notwithstanding any other provision of this Agreement, failure to provide the certificates of insurance following a request by the Company shall be grounds for immediate termination of this Agreement.

6.5 **Waiver**. Failure of the Company to enforce compliance with the terms and conditions of this Agreement shall not be construed as a waiver of the right to exercise the same at any time.

6.6 **Notice**. Any and all notices required or permitted to be given hereunder shall be in writing and may be sent by (i) personal delivery, (ii) commercial messenger service overnight delivery, (iii) United States Postal Service, or (iv) facsimile transmission with electronic confirmation of successful transmission. Irrespective of the manner of delivery or transmission used, all such notices shall be properly addressed and directed with postage or delivery charges prepaid (if any) to the party at its respective address or facsimile number set forth below or to such other address which any party may designate in writing in accordance with the provisions of this Section 6.6.

If to Company: UnitedHealthcare Insurance Company
Medicare & Retirement
9800 Health Care Lane
Minnetonka, MN 55343
Attention: Chief Sales and Distribution Officer
Facsimile: 952-936-1396

with a copy to: UnitedHealthcare Insurance Company
Medicare & Retirement
9800 Health Care Lane
Minnetonka, MN 55343
Attention: Medicare & Retirement Legal Counsel
Facsimile: 952-931-5637

If to Agent: Agent's address last known by the Company

Notices sent by either personal delivery or facsimile transmission shall be deemed given upon independent written verification of receipt. Notices sent via overnight delivery shall be deemed given on the next business day. All other notices sent by either registered or certified mail shall be deemed given three (3) business days from mailing.

Notwithstanding the above, notice of any Amendment to this Agreement may be provided to Agent by the Company by e-mail of a pdf file containing a copy of such Amendment executed by the Company, as provided in Section 6.11 below. Notice of Amendments provided by e-mail of a pdf shall be deemed given on the date of the email.

- 6.7 **Compliance with Applicable Law; Severability.** In the event any provision of this Agreement conflicts with laws applicable hereto or under which this Agreement is construed, or if any provision of this Agreement shall be held illegal or unenforceable or partially illegal or unenforceable by a court or governmental authority with jurisdiction over the parties to this Agreement, then this Agreement shall be modified to conform with said laws or judicial determination and such provision shall be construed and enforced only to such extent as it may be a legal and enforceable provision and all other provisions of this Agreement shall be given full effect separately therefrom and shall not be affected thereby.
- 6.8 **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Minnesota, but without regard to conflict of law principles.
- 6.9 **Incorporation of Other Legal Requirements.** Any provisions now or hereafter required to be included in the Agreement by any federal or state governmental authority with competent jurisdiction over the subject matter hereof, including, but not limited to, CMS, shall be binding upon and enforceable against the parties hereto and deemed incorporated herein, irrespective of whether or not such provisions are expressly set forth in this Agreement.
- 6.10 **Survival of Terms.** The parties' respective rights and obligations under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive. This includes, by way of example but is not limited to, the obligations provided in the following Sections, Appendices and Addenda: Insurance and Indemnification, **Exhibit A**, the Medicare Regulatory Addendum, and the HIPAA Business Associate Addendum.
- 6.11 **Signatures Delivered by Facsimile or E-Mail.** This Agreement, any amendments to this Agreement, and any other documents related to this Agreement (such as notices, etc.) to the extent bearing a signature, including electronic signatures secured through the Company's designated e-signature system, by the person authorized by the respective party, but delivered by means of a facsimile machine or e-mail of a pdf file containing a copy of such executed document, shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of the Company, Agent shall re-execute original forms thereof and deliver them to the Company. No party hereto shall raise the use of a facsimile machine to deliver a signed document or the fact that any signed document or agreement or instrument was transmitted or communicated through the use of a facsimile machine or e-mail of a pdf file containing a copy of an executed agreement as a defense to the formation or enforceability of this agreement or any such agreement or instrument, and each such party forever waives any such defense.
- 6.12 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

Signature page follows.

The following exhibits and attachments are incorporated by reference into this Agreement:

- **Exhibit A** Agent Compensation Schedule
- **Exhibit B** Medicare Regulatory Addendum
- **Exhibit C** HIPAA Business Associate Addendum
- **Exhibit D** Branded Products Addendum

Executed this ____ day of _____, 20__.

AGENT CONTRACTING AS

**UNITEDHEALTHCARE INSURANCE
COMPANY, on behalf of itself and its Affiliates**

(Check one)

- INDIVIDUAL**
- PARTNERSHIP**
- CORPORATION**

Print Name on License

By: _____
Authorized Signature

By: _____
Company Officer

Title: _____

Title: _____

Address

City State Zip Code

National Producer Number (required): _____



Please check one:
 New Setup All lines must be completed
 Terminate Form must be signed by Assignee & Assignor
 Fax Completed form to 866-761-9162

United Healthcare Insurance Company Assignment of Commissions

To _____ Tax ID _____
 (Herein called the Assignee)

Assignee's Address _____

City _____ State _____ Zip Code _____

Telephone _____ Assignee's Writing ID _____

For valuable consideration, the undersigned, herein called the Assignor, hereby assigns to the Assignee all of the Assignor's right, title, interest, claim or demand in and to any and all compensation now due and payable, or which may become due and payable, under existing contracts and agreements heretofore entered into by and between United Healthcare Insurance Company, on behalf of itself and its affiliates (collectively, the "Company") and Assignor.

Assignor hereby authorizes and empowers the Company to pay Assignee all compensation (including but not limited to over-riding commissions) now due or which may become due under the Agreement until such time as Assignor terminates this assignment by written notice to the Company. Assignor acknowledges and agrees that such payment of compensation to Assignee shall constitute payment of such compensation to the Assignor as if paid directly to the Assignor and the Company shall be fully released from any and all responsibility to the Assignor for such payments. Assignor hereby acknowledges and agrees that assignment of compensation payable under the agreement does not release or otherwise relieve Assignor of any obligation or responsibility under the Agreement including, but not limited to, the obligation to pay commissions to Solicitor Agents and/or the obligation to reimburse the Company for compensation paid on premiums subsequently refunded.

Assignor hereby covenants and agrees that Assignor is the absolute and sole owner of said compensation, free from assignment or encumbrance of any kind or character whatsoever, and has full right and lawful authority to so assign same. The Assignor shall at all times defend, indemnify and hold harmless the Company and its officers, agents, and employees from and against any and all suits, actions, losses, damages, claims, expenses (including but not limited to the Company's legal expenses) and liability of any character, type of description arising out of the execution or performance of this assignment.

Assignor Signature _____ Dated _____

Assignor Name _____ Writing ID _____
 (Print)

Assignee Signature _____ Dated _____

The Company acknowledges receipt of, and consents to the foregoing assignment, but assumes no responsibility for the validity or sufficiency hereof. This assignment is effective on the date signed by an authorized officer of the company.

By _____ Dated _____
 (Authorized Company Signature)

Company Officer Name _____ Title _____
 (Print)

****Assignment will not be accepted unless all open fields are completed**



Electronic Funds Transfer

Medicare Solutions

To have your commission payments transferred electronically to your checking account or to change the checking account your funds are transferred to, complete the fund transfer authorization below. You will also need to attach a voided check from the checking account you wish to have your commission payments deposited in. Please do not send a deposit slip or cancelled check. Please return the completed authorization via email to sh_commissions_administration@uhc.com or fax it to 1-866-761-9162.

Fund Transfer Authorization

Please indicate: New Change

I (We) do hereby authorize UnitedHealthcare® to deposit all commission payments due me to the checking account indicated below and the Depository Financial Institution named below.

Account Number

Financial Institution Name

City

State

Please remember to notify us if the bank you use changes its name or merges with another bank or if you change banks and/or if you change bank accounts.

Agent Signature

Agent Printed Name

Agent Writing ID

Date

John Doe 123 w. Main St. Anytown, USA 12345	DATE _____	101
PAY TO THE ORDER OF ATTACH VOIDED CHECK HERE (DEPOSIT SLIPS AND CANCELLED CHECKS ARE NOT ACCEPTABLE) _____ DOLLARS		
YOUR BANK Anytown, USA		
FOR _____		
<i>Void</i>		

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number												
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or												
Employer identification number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> </tr> </table>												

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	<div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;">SIGN HERE</div> Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,