

Request for Appointment of Insurance Producer

CONFIDENT™/United HealthCare Insurance Company

IMPORTANT!

Commissions will be held until CONFIDENT/UHIC appointment paperwork is completed and submitted.

What to Sign:

- Page 1: Information Page ~ Fill out Sections 1, 2, 3 & 4. Sign at the bottom.
- Page 2: License Detail Page ~ Fill out all of Section 5.
- Page 13: Individual Agent Signature Page ~ Sign whether you are affiliated with an agency or not.
- Page 14: Agency Signature Page ~ Sign if you are affiliated with an agency, even if you have signed Page 13.
- Page 16: Signature Page for the Commissions Agreement ~ (See Commissions Schedule, page 15)

What to Send Back:

- Send pages 1, 2, 13, 14 & 16.
- Send copies of individual and agency licenses for ALL of the states in which you will write business.
- Send copies of your E & O insurance.

Current UHIC Producers*:

Name and producer number: _____

To be appointed with CONFIDENT, please list your current UHIC producer number here and submit all requested paperwork.

***PLEASE NOTE:** Although you are appointed with UHIC to sell other products, commissions will be held on CONFIDENT/UHIC products until all paperwork noted in the checklist above is received.

Submit All Requested Documents To:
Northwest Marketing

P. O. Box 447

Olympia WA 98507

info@northwestmarketingresources.com or Fax 360.754.1931

Questions?: 800.565.0313

Page 1: Information Page Request for Appointment of Insurance Producer

For UHIC Office Use Only:

Indiv. Producer ID _____ Spec. Arr. DBP
Agency Producer ID _____

Section 1: Demographic Information—Individual

Producer Name _____
(Registered with IRS) (Mr/Mrs/Ms) (Last Name) (First Name) (Middle Name)
 SSN _____ - _____ - _____ Date of Birth ____/____/____ Suffix Jr /Sr /I/II/Other _____
 Phone # () - Ext. Fax # () - Email _____
 Mail Addr. _____
c/o (optional) (Street or PO Box) (City) (State) (ZIP)
 Res. Addr. _____
(Street—must be actual street address, no PO Boxes) (City) (State) (ZIP)

Section 2: Demographic Information—Agency

or _____ Check here if you are NOT working with an agency.

Producer Name _____
(Registered with IRS) (Legal Entity Name) (DBA Name—Optional)
 TIN _____ -- _____ Taxpayer Type: ___ Corp ___ Sole Prop. ___ LLC ___ LLP Other entity _____
 Phone # () - Ext. Fax # () - Email _____
 Mail Addr. _____
c/o (optional) (Street or PO Box) (City) (State) (ZIP)
 Bus. Addr. _____
(Street—must be actual street address, no PO Boxes) (City) (State) (ZIP)
 Licensing/Commissions Contact Name (Optional) _____
 Phone # () - Ext. Fax # () - Email _____

Section 3: Certification

All producers must complete all questions in this section. Please check **Yes** or **No**. If you answer **Yes** to any question, please attach a separate sheet with an explanation.

#	Question	Yes	No
1	Have you ever pled guilty or been convicted of a felony (either state or federal) or misdemeanor (including Participation in court ordered programs and excluding minor traffic offenses?)		
2	Has your insurance license ever been suspended or revoked?		
3	Have you ever had an appointment terminated "For Cause" by any insurer or financial services institution?		
4	Have you ever been investigated or fined by an Insurance Regulatory Authority?		
5	Do you owe any debt or balance to any insurer, general agent, or financial service institution that has remained Overdue for more than 60 days?		
6	Have you ever been the subject of a bankruptcy petition or proceeding in the last seven (7) years?		
7	Are there any outstanding liens or judgments against you?		
8	Have you ever been excluded, or are you aware of actions that could result in exclusion, by the OIG from Participation in a government health care program, including Medicare or Medicaid?		
9	Have you ever been barred, or are you aware of actions that could result in debarment, by the General Service Administration from being a government contractor?		

Section 4: Signature

I am hereby notified that inquiries may be made by Unimerica Insurance Company, Unimerica Life Insurance Company of New York, United Healthcare, Inc., United HealthCare Insurance Company, United HealthCare Insurance Company of New York and/or, and any entity controlled by or under common control therewith (collectively, "Company"), and/or outside entities regarding my character, general reputation, business experience, credit history, personal characteristics, and insurance license status. I authorize such knowledge/information to be released to Company or its legal representative (upon written request, additional information as to the nature and scope of the report can be provided.) A photocopy or facsimile of this signed authorization shall be as valid as the original. Under penalties of perjury, I certify that information provided by me in this application or in any accompanying documents is correct and complete and the number shown on this form is my correct taxpayer identification number and I am not subject to backup withholding. If appointed to represent Company and its affiliates, I understand that I am considered an independent contractor, and not an employee of such company(ies). This application and any attachments become a part of the producer file with any of the companies that I am appointed to represent. This form is not valid until signed and dated.

_____/_____/_____
(Date) (Signature) (Title—if signing on behalf of an agency)

Page 2: License Detail Page

Section 5: License & Appointment Detail

1. State where you hold a **Resident** insurance license _____ License # _____
2. Lines of Authority for which you are currently licensed (check all that apply):
 Life Accident/Health HMO Other _____
3. Indicate the states in which you are licensed and wish to be appointed (please attach a copy of your current license for each state listed below):

Individual Licenses				Agency Licenses (Agency licenses not required in IA, FL, TN, VT, and WI)			
State	License #	License Effective Date	License Expiration Date	State	License #	License Effective Date	License Expiration Date
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /

_____ Check here if you have more licenses. Please list them on a separate sheet. (Indicate license expiration date only if it is printed on your license.)

4. Florida Non-Resident Agents: Do you physically enter the State of Florida to sell Company products? Yes No

If you are a non-resident Florida agents physically entering the State of Florida to conduct business, you must complete the Florida Non-Residents County Appointment Form.

5. Please indicate the products for which you are applying to sell. You must have a relationship with the applicable company to sell these products:

Unimerica Medical, Life & Disability Vision Dental Behavioral Health
 Transplant Chiropractic Stop Loss
 Other (specify) _____

6. Are there any special circumstances you would like us to know about when processing your appointments?

Please return completed form to the Company contact who provided you the appointment package.

Important!!! No business may be placed with the Company until all state licensing and appointments and/or contact requirements have been met. The Company's Producer Credentialing department will notify you in writing if your appointment has been approved.

AGENT/AGENCY AGREEMENT

Introduction

Parties; Scope. This Agent/Agency Agreement ("Agreement") between Company, as defined below, and _Agent, as defined below, sets forth the terms and conditions under which Agent may sell Products that Company has authorized to be sold to an Enrolling Unit.

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 Company's Products and any compensation payable with respect thereto.

Section 1: Definitions

- 1.1 Agent** means the person or entity identified as the Agent on the signature page to this Agreement who is licensed and appointed by Company to solicit an Enrolling Unit to purchase a Product and who is a party to this Agreement.
- 1.2 Agent of Record** means a legally eligible person or entity designated by an Enrolling Unit to serve as its agent, broker or producer and that Company may compensate under the terms of this Agreement.
- 1.3 Product** means a health coverage product of Company (e.g. a health insurance or HMO policy), other insurance product of Company (e.g. a life or disability product) or administrative services (e.g. administration of an Enrolling Unit's self-funded plan) that the Company has authorized to be sold to an Enrolling Unit.
- 1.4 Company** means the entity identified as the Company on the signature page to this Agreement, provided, however, that the parties agree that in addition to such identified entity this Agreement may also be accessed by and for the benefit of any entity controlled by or under common control with such identified party.
- 1.5 Enrolling Unit** means an entity with which Company has a contract to provide a Product.
- 1.6 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 Enrolling Units.** Company authorizes Agent to sell Company's Products under the terms of this Agreement. Agent agrees to solicit prospective Enrolling Units to purchase one or more Products from Company. In making these solicitations, Agent will comply with the following terms and conditions:
- (a) Proposals.** Any proposal Agent gives to a prospective Enrolling Unit must accurately reflect Company's terms of coverage, including but not limited to benefits and premiums, and must not be misleading.
 - (b) Terms may not be changed without Company's approval.** Agent may not alter any term of a proposal except with Company's prior written approval.
 - (c) Application information.** Agent must accurately and completely record and submit to Company all information that Company requires in order to enroll Enrolling Units under a Product.
 - (d) Marketing materials.** If Agent uses any material not provided or approved by Company, the material must be accurate and not misleading. Agent must promptly return all marketing and enrollment materials provided by Company to Company when this Agreement terminates, or sooner upon Company's request. Any marketing materials proposed for use by Agent but not provided or previously approved by Company are subject to prior approval by Company.
- 2.2 Licensing.** Agent must possess and maintain every license required by law to perform services under this Agreement, including in every state in which Agent conducts business under this

Agreement. Agent must provide proof of licensure to Company upon Company's request. Agent must immediately notify Company 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 Company with a copy of Agent's renewal license.

2.3 Appointment. Company, in its sole discretion, will appoint Agent to solicit prospective Enrolling Units to purchase Products from Company. Subject to applicable law, Company may terminate any of Agent's appointments at any time without terminating this Agreement in its entirety.

2.4 Training. Agent must successfully complete any training Company requires within 6 months after being notified by Company that such training is required.

2.5 Acceptance for Enrollment. Agent acknowledges that only Company, and not Agent or any other person, may accept or reject for enrollment a prospective Enrolling Unit. Agent further acknowledges that no Enrolling Unit is eligible to receive coverage under a Product unless and until Company accepts and enrolls the Enrolling Unit and that only Company, and not Agent or any other person, has the right to determine the effective date of coverage.

2.6 Servicing of Enrolling Units. Agent must assist Enrolling Units in enrolling, maintaining, and renewing coverage under any applicable Product as reasonably required by Company and/or the Enrolling Unit.

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 Company. This provision does not entitle Agent to receive any bonus payment(s) or reward(s) from Company 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 Company's behalf except as expressly provided in this Agreement. Without limiting the foregoing, Agent must not represent by word or deed that Agent has authority to (i) bind coverage; (ii) accept an applicant for coverage under a Product; (iii) misrepresent or omit material facts in an application; (iv) collect any premium, except for the first month's premium; (v) modify or waive any Product or any Product's term regarding enrollment, coverage, or benefits; (vi) distribute any advertisement, circular, or promotional literature that is inaccurate, misleading, or that Company has disapproved; (vii) sell any Product or other product not expressly authorized by this Agreement; or (viii) do any other thing, on behalf of Company, not expressly permitted by this Agreement.

2.9 Books and Records; Audit.

(a) Adequate records required. Agent must maintain adequate books and records in accordance with applicable law and standards within the health care insurance industry.

(b) Company may audit Agent's records. Agent agrees to permit Company to inspect and audit all information and records related to services Agent performs for Company under this Agreement. Company must give Agent reasonable notice and conduct the inspection and audit during regular business hours.

2.10 Protection of Private Information. Agent understands and acknowledges that, while performing services under this Agreement, Agent may receive from Company, or create or receive on behalf of Company, 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 Company and requires access to PHI in order to perform such services or act on behalf of Company, Agent shall be considered a Business Associate of Company 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 Company, Agent shall not be considered a Business Associate of Company.

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

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

- (a) With regard to its use or disclosure of PHI or Personal Information, Agent agrees, represents and warrants to Company 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 Company that Agent will, in the time and manner designated by Company:
 - (1) report promptly to Company 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 Company (or to an Individual, if directed to do so by Company) PHI in a Designated Record Set, so that Company 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 Company 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 Company (or to an Individual, if directed to do so by Company) the information documented under subsection (b)(5) above, that would permit Company 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 Company and the Secretary of Health and Human Services ("the Secretary") for purposes of determining Company'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 Company.
- (c) With regard to its use and/or disclosure of electronic protected health information ("E PHI"), 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 E PHI that Agent creates, receives, maintains or transmits on behalf of Company;
 - (2) Ensure that any and all of our subcontractors or agents to whom Agent provides E PHI agrees, in writing, to implement reasonable and appropriate safeguards to protect such E PHI; and

- (3) Report to Company 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 Company 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 Company or this Agreement, respectively.
- (f) When this Agreement terminates, regardless of the reason, Agent must return to Company or destroy all PHI and Personal Information, and retain no copies in any form whatsoever. 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) Company and Agent agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Company 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 Company. Agent agrees to cooperate with and assist Company in order for Company 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 Company to comply with applicable laws and regulations.

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 Company. Agent must provide Company proof of insurance upon Company's request. Agent must immediately notify Company 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.** Company 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. Agent will indemnify and hold harmless Company (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 Company as a result of any act, error, or omission of Agent.

2.12 Provision of Materials; Training. Company will furnish Agent with materials and training that, in Company'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 Company, 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 Company policy and procedures and written notices provided to Agent.
- 2.15 No Conflict of Interest.** Agent represents and warrants that Agent's actions and relationships will at no time give rise to the appearance of impropriety or a direct or indirect conflict of interest between or among Agent, the Enrolling Unit or any other party or entity involved in the solicitation of a Product. Agent further represents and warrants that Agent is not a federal, state or local government employee, consultant, agent or representative.

Section 3: Compensation

- 3.1 Compensation Payable to Agent.** Company 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 Company) that may be made available by Company from time to time. Notwithstanding anything to the contrary contained in this Agreement or any such compensation schedule or information, Company will not compensate Agent under the terms of this Agreement, except with respect to all Enrolling Units (regardless of the effective date of coverage by Company) for which (a) Agent is the Agent of Record, (b) Agent continues to service the Enrolling Unit (regardless of whether the writing agent is affiliated with Agent), and (c) Company 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 Enrolling Unit where the Agent is not receiving base commissions. In addition, Company will not pay, nor shall Agent accept, any compensation on any Enrolling Unit where the Agent receives compensation directly from the Enrolling Unit or is otherwise acting as a consultant for the Enrolling Unit, unless Company first receives a written consent, in a form acceptable to Company, from the Enrolling Unit authorizing Company to compensate the Agent on such Enrolling Unit; provided, however, in no instance will Company pay, nor shall Agent accept, any compensation on any Enrolling Unit that is a Governmental Entity, where the Agent receives compensation directly from the Governmental Entity or is otherwise acting as a consultant of the Government Entity.
- 3.2 Payment.** Company will compensate Agent monthly; provided, however, that Company will only compensate Agent with respect to any particular Enrolling Unit within 60 days after Company receives payment of that Enrolling Unit's monthly contract charges.
- 3.3 Commissions on Hold.** Company may, at its discretion, place compensation of Agent on hold if, based on Agent's information on file with Company, 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.** Company may terminate or amend any base commission payable to Agent with respect to any Enrolling Unit (regardless of the original effective date of coverage by Company) at any time by notifying Agent (in a manner consistent with the terms of this Agreement) 30 or more days before the effective date of the termination or amendment.
Company 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 an agent and a customer. Company has the right to exclude any case from eligibility for any bonus program for any reason.
Company 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 Company to any government or regulatory agency or to any third party, including any customer or prospective customer of Company. Company 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 Company, as outlined in the Notice provision of this Agreement, if Agent receives any compensation directly from an actual or prospective Enrolling Unit that is a Governmental Entity. Such notice shall include the name of such Enrolling Unit, a description of the services provided to such Enrolling Unit, 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 Company any amounts overpaid pursuant to this Agreement.
- (b) Company may correct an overpayment error by notifying Agent of the error and asking for repayment. At its sole option, Company 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) Company 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 Company 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) If Company incurs any costs in collecting reimbursement of an overpayment from Agent, including but not limited to collection agency and attorney fees but not including the costs of offsetting future payments, Agent will pay Company's costs, as applicable.
- (e) Notwithstanding anything in this Agreement or any compensation schedule to the contrary, Company will not pay any amount to Agent that exceeds a maximum prescribed by any applicable law.

3.7 No Compensation to Other Agents. Company will not pay compensation to any other agent, broker or producer under the terms of this Agreement. Agent agrees to defend, indemnify and hold harmless Company if an agent, broker or producer (other than Agent) makes a claim for compensation against Company under the terms of this Agreement.

3.8 Taxes.

- (a) Agent solely responsible for taxes.** Agent acknowledges that Agent is not Company's employee and that Agent is solely responsible for reporting and paying any tax or other cost assessed on the basis of Company's payment of compensation to Agent under this Agreement.
- (b) Company will not withhold for taxes.** Agent acknowledges and agrees that Company 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.

3.9 No Compensation if Prohibited by RFP. Company will not pay compensation to any Agent under the terms of this Agreement pertaining to a prospective or current Enrolling Unit, if the request for proposal to which Company responded prohibits payments by Company to agents, brokers or other similar third parties.

Section 4: Agent of Record

4.1 Designation of Agent of Record. Company will consider Agent to be Agent of Record for every Enrolling Unit sold by Agent under the terms of this Agreement unless and until an Enrolling Unit asks Company to change its Agent of Record to a different agent.

4.2 Change in Agent of Record. Notwithstanding the foregoing, Company may, in good faith, change an Enrolling Unit'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 Enrolling Unit. In its sole discretion, Company will recognize a request to change an Agent of Record only if it is in writing and is from the Enrolling Unit, and not from Agent or any other person. If an Enrolling Unit asks Company to change its Agent of Record, Company 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, Company will no longer recognize Agent as any Enrolling Unit'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. Company or Agent may terminate this Agreement at any time, for any reason, by providing written notice of termination to the other party 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 Company learns of the loss of, or failure to maintain, the license or when Company notifies Agent that this Agreement has been terminated. Company 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)), Company 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 Company 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), Company may terminate the Agreement by providing written notice to Agent effective upon receipt of the notice, or any later date that Company 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. Company 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 Enrolling Unit, this Agreement shall terminate effective as of the date on which Agent engaged in or assisted with such activity without regard to when Company learns of the fraudulent or dishonest activity or when Company notifies Agent that this Agreement has been terminated. Company 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. Company may terminate this Agreement in the event that (i) Agent merges with, or is acquired by, a competitor of Company; or (ii) a competitor of Company acquires substantially all of the assets of Agent.

- (a) **Competitor defined.** A competitor of Company 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 Company.
- (b) **Notice.** Agent must provide at least 60 days prior notice to Company 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 Company any and all information about the transaction that Company reasonably requests.
- (c) **Procedure.** Upon receipt of such notice from Agent, Company 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, Company 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 Products to Enrolling Groups after this Agreement has been terminated.
- (b) **Compensation.** If this Agreement is terminated pursuant to Section 5.2 above, Company will continue to pay Agent compensation for Enrolling Units previously enrolled by Agent as long as the Enrolling Unit has an in-force Product with Company, Agent is the Enrolling Unit's Agent of Record and continues to service the Enrolling Unit, and Agent is legally eligible to receive compensation in Company'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 and Company 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. Company may terminate Agent's appointment(s) or authority to sell Company products at any time for any reason without terminating this Agreement in its entirety. Company 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. Company 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 Company, except as required by law. This section does not prohibit Agent from disclosing the compensation that Agent receives from Company to actual or prospective Enrolling Units.

7.2 Relationship of the Parties. Agent is an independent contractor and is not Company's employee. This Agreement does not create any other relationship between the parties, including joint venture or agency.

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 Company and its affiliates may have government contracts under which Company must require its contractors to

comply with certain laws that would not otherwise apply to it. Agent agrees to comply with these laws.

7.4 Amendment. This Agreement, including any Addenda attached hereto, may be amended only as provided in this Section 7.4.

(a) How Company may amend. Company may amend this Agreement by providing written notice of the amendment and its effective date to Agent 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. Company 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 Company that Agent is terminating this Agreement before the effective date of the amendment.

(B) Regulatory amendment. If Company 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 Company 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) Company may assign. Company may assign all or any of its rights and responsibilities under this Agreement to any entity controlling, controlled by, or under common control with Company.

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

(c) Agent may assign only with Company'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 Company.

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

Notices to Company:

Agent will use the address of the Company set forth on the signature page to this Agreement unless an updated address is provided.

Notices to Agent:

The Company is entitled to rely on the name, address, e-mail and fax information on file with the Company at the time of the notice.

(a) Update addresses. Agent will promptly notify Company in writing of any change in address. Any notice to Agent will be deemed to have been properly provided if addressed to the last known address of the Agent. 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 3 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 Addenda that are attached hereto or incorporated into this Agreement by reference) constitutes the entire agreement

between Company 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.** Company 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.

Page 13: Individual Agent Signature Page

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.

Company Name: Spectera, Inc.
Address: Liberty 6, Sutie 200
6220 Old Dobbin Lane
Columbia, MD 21045
E-mail: LBurckhard@nbr-online.com
Fax #: 763-797-4950

Company Signature:

Spectera, Inc
By: _____
Name: Margaret Liedholm
Title: Director, Operations
Date:

Agent Name: _____
Address: _____

E-mail: _____
Fax #: _____
SSN: _____

NOTE:
Every **Individual Agent** selling **CONFIDENT** products underwritten by UHIC must sign & submit this page regardless of agency affiliation.

Agent Signature:
By: _____
Name: _____
Date: _____

FOR COMPANY INTERNAL USE ONLY:
Date Received: ____ / ____ / ____
PCIS Producer ID: _____

[Signature Page to Agent Agreement]

Page 14: Agency Signature Page

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.

Company Name: Spectera, Inc.
Address: Liberty 6, Sutie 200
6220 Old Dobbin Lane
Columbia, MD 21045
E-mail: LBurckhard@nbr-online.com
Fax #: 763-797-4950

Company Signature:

Spectera, Inc

By: _____
Name: Margaret Liedholm
Title: Director, Operations
Date: _____

Agency Name: _____
Address: _____

E-mail: _____
Fax #: _____
TIN: _____

NOTE:
Sign & submit this page if you are affiliated with an **Agency** even if you have signed the **Individual Agent** signature page.

Agency Signature:

Agency Name: _____
By: _____
Name: _____
Title: _____
Date: _____

FOR COMPANY INTERNAL USE ONLY:
Date Received: ____/____/____
PCIS Producer ID: _____

**Exhibit A
Broker/Agent Commission Schedule**

Commission is for paid premium received on the first and renewal years for group policies. Commissions will be payable as earned on each policy or certificate per the following group commission schedule

Group Vision: Level 10%

Group Dental

Standard Scale for Broker Commissions	
Premium Range	Commission %
\$0 -- \$10,000	10%
\$10,001 -- \$25,000	7.5%
\$25,001 -- \$40,000	5%
\$40,001 -- \$60,000	2.5%
Over \$60,000	1.5%

Group Life and AD&D: Graded 10%

Standard Scale for Broker Commissions	
Premium Range	Commission %
\$0 -- \$25,000	10%
\$25,001 -- \$50,000	7%
\$50,001 -- \$100,000	3%
\$100,0001 -- \$200,000	2%
Over \$200,000	1%

Group Long Term and Short Term Disability: Graded 15%

Standard Scale for Broker Commissions	
Premium Range	Commission %
\$0 -- \$15,000	15%
\$15,001 -- \$25,000	10%
\$25,001 -- \$50,000	5%
Over \$50,000	1%

Commissions will be paid at the rate provided in the above schedule, subject to the terms and conditions of the Agent Commission Agreement as long as the second party: (1) is continuously and actively engaged as a licensed agent (2) continues to be designated by the group named in the Group Contract as the agent with respect to that group (3) services the group in a satisfactory manner to Capital; and, (4) the original Master Group Dental Contract(s) for which this agreement has been executed have not been terminated.

Page 16: Signature Page for Commission Agreement

Commission checks will be issued only when the accumulated amount due exceeds \$25.00. Balances not totaling 25.00 will be paid in December.

Witness the hands of the undersigned this _____ day of _____, 20__.

Witness Signature

Please Print Witness Name

Agent Signature

Please Print Agent Name

cbg

By: _____
Randall C. Rogers, CEO

Indicate General Agency Affiliation