



AGENT/BROKER AGREEMENT & COMMISSION SCHEDULE

THIS AGREEMENT, made this ____ day of _____, 201____ "Effective Date" by and between MediExcel S.A de C.V., dba MediExcel Health Plan hereafter called the "Company," and _____ hereafter called the "Agent/Broker":

The Company hereby agrees to consider applications for coverage under any and all contracts ("Company's Group Health Plan, Dental Plan and/or Vision Plan") as the Company may distribute to Agent/Broker from time to time, excluding those group programs commonly known as Conversion and COBRA, produced by Agent/Broker, subject to the following terms and conditions:

1. Agent/Broker is independently engaged in business as an insurance broker and/or agent. This business includes the solicitation of applications for memberships in the Company's Group Health, Dental Plan and/or Vision Plan and the collection of dues in respect to such memberships. Agent/Broker shall be free to determine for himself/herself the persons from whom he/she will solicit applications as well as the time and place of solicitation. Agent/Broker represents that he/she is duly licensed under the laws of the State of California as an insurance broker and/or agent licensed to transact life insurance and agrees to keep said license in full force and effect during the term hereof.
2. Agent/Broker agrees to comply with the Company's rules and regulations relating to the completion and submission of applications for coverage under Company's Group Health, Dental Plan and/or Vision Plan and, as a material part of the consideration for the making of this Agreement by the Company, agrees that he/she will make no representation whatsoever with respect to the nature or scope of the benefits of the Company's memberships except through and by means of the written material prepared and furnished to Agent/Broker for that purpose by the Company and also that Agent / Broker 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 such insured.
3. Agent/Broker warrants that he/she will diligently and to the best of his/her ability ensure that the facts set forth by an applicant in the applications, that Agent/Broker solicits are true and correct. Agent/Broker further warrants that he/she will fully inform each applicant that the Company will rely solely upon these representations in rejecting, conditionally accepting or contracting with applicant, that the subsequent discovery by Company of material facts known by applicant and either not disclosed or misrepresented on the application can result in the rescission or cancellation by the Company of any contract entered into in reliance thereon. Should Agent / Broker accept funds of employer groups and subscribers in the form of checks made payable to Company, Agent / Broker shall forward such checks to Company by the close of the business day following receipt thereof.
4. Should Agent/Broker have access to Protected Health Information (PHI) or Individually Identifiable Health Information (IIHI), Agent/ Broker agrees to protect any PHI or IIHI in its possession as required under the applicable HIPAA privacy regulations.
5. Agent / Broker shall be entitled to receive from the Company a commission based on the

premiums collected and subject to compliance with the terms of this Agreement, including the attached Commission Schedule. Commissions shall be paid to the Agent/Broker by the Company subject to the latter's acceptance and approval of applications for coverage and timely receipt of initial and periodic payment of subscription charges as remitted by the employer or policyholder.. For premiums received during the month, the Company shall pay the applicable commission on or about the 10th day of the following month. Agent/Broker shall perform services in connection with pertinent terms of group agreements issued to employers in a manner satisfactory to Company..

6. Agent/Broker agrees that the Company shall have the right to amend the Agreement and Commission Schedules as it deems appropriate. Modifications and amendments to the Agreement and Commission Schedules shall become effective on the date set forth in any such modification, amendment or endorsement or upon the date the Agent receives notification of the Amendment or replacement Commission Schedule as defined below, whichever is earlier. Commissions shall be payable during the calendar month following the month of receipt by the Company of the respective premium charges on which the commissions are payable. If a subscription charge adjustment is made for any period, then a corresponding adjustment shall be made in the Agent/Broker's commission.

7. The Company reserves the right to reject any and all applications submitted by the Agent/Broker, to discontinue writing or alter the Group Health, Dental Plan and/or Vision Plan offered.

8. If the Company shall cancel or rescind a Group Program contract handled by the Agent/Broker and return the premium charges paid thereon, the Agent/ Broker shall repay the Company, on demand, the amount of commissions received on premium charges returned.

9. All funds received by Agent/Broker for the account of the Company shall at all times be segregated from the assets of the Agent / Broker and shall, within one (1) business day of receipt by Agent / Broker, be promptly deposited into a trust account in a state or federal bank, authorized to do business in California and insured by an appropriate federal insuring agency. All such funds shall be transmitted to the Company by Agent/Broker within five (5) business days after receipt of such funds by Agent/Broker.

10. If Company receives notice from the employer group of termination of its current Broker of Record, commission for that Agent/Broker will cease for that group on the last day of the month during which notification was received. If the employer group appoints a new Broker of Record who has an executed Agent / Broker Agreement with Company, the new Agent/Broker will earn commission commencing on the first day of the month following receipt of notification.

11. The term of this Agreement shall be one (1) year, subject to the termination provisions set forth in Article 12 of this Agreement and subject to the right of the Company to amend or modify the Commission Schedule as set forth in Article 6. Thereafter, this Agreement shall renew automatically for additional one-year terms until terminated by either party pursuant to Article 12 hereof.

12. This Agreement may be terminated at any time by either party giving ten (10) days prior written notification of termination to the other. Written notification of termination shall be delivered in person or by certified mail with return receipt requested. In the case of the Agent / Broker,

notice shall be effective if given to his / her last known address as shown on the records of the Company. In the case of notification to the Company, to MediExcel Health Plan, 750 Medical Center Ct, Suite #2 Chula Vista, CA 91911. The effective date of termination shall be the tenth day following the date of mailing the notice, unless said notice specifies and the parties agree to a longer period of time. In the event of termination without cause as provided in this Article, the commissions heretofore secured by the Agent / Broker shall continue to be paid to the Agent/Broker up to the date the group or subscriber terminates. Notwithstanding any other provision of this Article 12, this Agreement may be terminated for cause. If this Agreement is terminated for cause, any and all compensation and commissions shall cease to be due and payable to Agent/Broker following the effective date of the termination of this Agreement for cause. The following acts or omissions by Agent / Broker shall constitute a sufficient basis for termination for cause: (1) fraud, (2) embezzlement, (3) willful violation of any law or any ruling of the State or applicable regulatory agency, (4) misrepresentation in any representation or warranty in this Agreement, whether or not the misrepresentation was knowing and willful, (5) non-disclosure or misrepresentation of group or subscriber information or other material facts, (6) failure to comply with Agent/Broker obligations under the Agreement.

13. Agent/Broker agrees to indemnify, defend, and save harmless the Company from any and all claims, liability, loss, cost, damage, or expense for, or on account of injury to or death of persons, damage to, destruction or loss of property occurring by reason of any misfeasance or nonfeasance by the Agent / Broker or Agent / Broker's failure to conform to the provisions of this Agreement.

14. This Agreement shall become effective when and only when it has been executed by the Agent/Broker and approved by the Company. This Agreement contains the entire of the Agreement of the parties with respect to the subject matter hereof. No additions, amendments, modifications or waivers of any of the provisions of this Agreement shall be valid unless in writing and signed by a duly authorized officer of the Company.

15. Agent/Broker shall comply with and shall cause its principal persons and employees to comply with all applicable California statutes and the regulations thereunder.

16. Agent/Broker shall at all times maintain Errors and Omissions insurance in amounts consistent with industry standards, but no less than \$1,000,000 per occurrence and \$1,000,000 aggregate limit of all claims filed in a policy year for Agent/Broker and its employees and agents.

17. Binding/Mandatory Arbitration: The parties agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement. Such good faith meet and confer shall be a condition precedent to the filing of any arbitration demand by either party. In all cases submitted to arbitration, the parties agree to share equally in paying the administrative fee as well as the arbitrator's fee, if any, unless otherwise assessed by the arbitrator. The filing fees shall be advanced by the initiating party subject to final apportionment by the arbitrator in an award.

18. Discrimination Prohibited: Company shall not refuse to enter any contract or shall cancel or decline to renew or reinstate any contract because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation or age of any contracting party, prospective contracting party, or person reasonably expected to benefit from any such contract as a subscriber: enrollee, member or otherwise. The terms of any contract shall not be modified and the benefits or coverage of any contract shall not be subject to any limitations, exceptions, exclusions, reductions, copayments, co-insurance, deductibles, reservations or premium, price or charge differentials, or other modifications because of the race, color, national origin, ancestry,

religion, sex, marital status, sexual orientation, or age of any contracting party, prospective contracting party, or person reasonably expected to benefit from any such contract as a subscriber.

Name of Agency/Brokerage Firm

Company Authorized Official

Agent's/Broker's Printed Name

Authorized Signature

Agent's/Broker's Signature

Date Signed

Date Signed

L & D License Number

Federal Tax ID

Mailing Address

Telephone #

Fax #

Email Address

COMMISSION SCHEDULE

The Company agrees to pay Agent/Broker commissions in accordance with the schedule below and in the manner and on the terms and conditions set forth in the Agent/Broker Agreement and Commission Schedule, on subscription charges paid in cash to the Company for Employer Group Agreements issued on or after the Commission Schedule effective date set forth below and for which Agent/Broker continues to be designated by the Employer Group as Broker of Record.

Group Name:

Commission:

Medical - Large Group: 5.0% of Premiums Collected

Medical - Small Group: 7.0% of Premiums Collected

Dental - 10.0% of Premiums Collected

Broker signature _____

Date _____