

CHOICE ADMINISTRATORS® AGENT AGREEMENT

This Agreement is made by and between _____ ("Agent") and CHOICE Administrators, Inc., a California corporation ("CHOICE Administrators") to transact business related to CHOICE Administrator's offerings.

1. **LICENSURE:** Agent warrants that he/she is licensed by the state's Department of Insurance or similar regulatory agency as an Insurance broker or an insurance agent and is specifically licensed to transact health insurance transactions. A life license is also required to sell and earn commissions for life products. A photocopy of Agent's license is attached hereto. Agent agrees to notify CHOICE Administrators immediately upon the suspension, revocation or expiration of any such license. Failure to maintain such license will terminate this Agreement retroactive to the date such license was suspended, revoked or expired. Agent agrees to return to CHOICE Administrators all commissions paid to Agent after such license was suspended, revoked or expired. Agent represents and warrants that he/she has never suffered the loss, suspension or termination of any license issued by any governmental authority in connection with the sale of any type of insurance, prepaid health care, hospital or professional benefits agreement, and that he/she has never been convicted of a crime involving moral turpitude.
 2. **INDEPENDENT CONTRACTOR:** Agent and his/her sub-brokers or sub-agents are independent contractors of CHOICE Administrators. No employer-employee relationship is created by this Agreement and no employee rights or benefits will inure to Agent or his/her sub-brokers or sub-agents under this Agreement.
 3. **COMPLIANCE WITH LAW:** Agent agrees and shall cause its principal persons and employees to comply with all applicable insurance regulations, including but not limited to, applicable provisions of the Knox-Keene Health Care Service Plan Act of 1975, as amended. Agent agrees to file reports required by applicable laws and regulations and to promptly notify CHOICE Administrators of any disciplinary proceedings against him/her or against any of its principal contractors or employees relating to any license issued to any such person by the applicable regulatory authority.
 4. **SOLICITATION AND AGENT'S REPRESENTATIONS:** By this Agreement, Agent is authorized to solicit applications for CHOICE Administrators' programs. Agent is not authorized to accept or bind program coverage, to represent that Agent has the power to accept any applicant, to modify any CHOICE Administrators' programs products, or to waive or modify the terms or conditions regarding application, eligibility, enrollment, coverage or benefits. Agent acknowledges that he/she is prohibited from making any representation(s) regarding the nature or scope of application or eligibility requirements of CHOICE Administrators programs benefits, except by use of written materials prepared and furnished by CHOICE Administrators, a participating health plan ("Participating Plan"), or a general agency appointed by CHOICE Administrators ("Service Agency"). Agent agrees not to engage in practices of solicitation that would constitute steering of prospective subscribing groups to or away from the CHOICE Administrators' programs to the exclusion of other group market health contracts because of the health status, claims experience, industry, occupation or geographical location of the small employer in violation of applicable state laws and regulations, including but not limited to, California Health and Safety Code Section 1357.03.
 5. **UNDERWRITING:** Agent acknowledges that only Participating Plans are authorized to accept an application or bind coverage. CHOICE Administrators and Participating Plans reserve the right to reject any application solicited by Agent. CHOICE Administrators further reserves the right to discontinue writing or offering its group programs without prior notice.
 6. **COMMISSIONS AND CONDITIONS OF PAYMENT:** As sole compensation for services under this contract, CHOICE Administrators will pay commissions to Agent on premiums received for those group programs as set forth in Addendum(s), Schedule of Commissions, which is incorporated by reference. Commissions for premiums received will be paid within 30 days. Commissions will be paid only on premiums actually received and accepted by CHOICE Administrators, and never prior to the subscriber group's effective date. If a premium adjustment shall be made for any period, then a corresponding adjustment shall be made in the Agent commission for the period commencing with the adjusted premium charges. No commissions are paid on conversion plans. Agent is not entitled to reimbursement for expenses. CHOICE Administrators reserves the right to modify or replace the commission schedule at any time upon thirty (30) days prior written notice to Agent and such modified or replacement schedule shall apply to all groups written after the effective date of such modification or replacement. Commissions paid on subscriber groups effective prior to the change in commission schedule will be governed by the commission schedule in effect at the time of issuance until the renewal of such subscriber groups, at which time the current commission schedule will go into effect. Payment of commissions is contingent upon all of the following:
 - i. Agent maintaining an active insurance license from the state's Department of Insurance or similar regulatory agency where the Agent is transacting business with CHOICE Administrators
 - ii. Agent remaining the designated broker or agent-of-record for an active group subscriber
 - iii. Agent taking all reasonable steps, as determined by CHOICE Administrators, to service all in force plans
 - iv. Agent's compliance with CHOICE Administrators' rules, regulations, operating policies and the provisions of this Agreement, which may be changed without prior notice, and
 - v. Commissions owed to Agent exceed \$25. Commissions will accumulate and not be paid until at least \$25 is payable to Agent.
- Agent grants to CHOICE Administrators a first lien on all commissions payable under this Agreement to secure payment to CHOICE Administrators of all funds under the control of Agent which belong to CHOICE Administrators, or of any other indebtedness of Agent to CHOICE Administrators. Agent acknowledges that CHOICE Administrators has the right to offset any commissions to which Agent is entitled by the amounts of any funds under the control of Agent which belong to CHOICE Administrators or of any other indebtedness of Agent to CHOICE Administrators. CHOICE Administrators agrees to continue to pay to Agent following termination of this Agreement commissions earned by Agent while this Agreement was in effect, subject to the terms of this section and this Agreement.
7. **BROKER OR AGENT-OF-RECORD:** After six (6) months of continuous enrollment in CHOICE Administrators' programs, group subscribers may transfer at any time from one broker or agent to another broker or agent. Any group subscriber may change brokers or agents and designate a new broker or agent-of-record by notifying CHOICE Administrators in writing; the change will take place the first of the following month after written notice is received. Notice of the impending change will be sent to the current broker or agent-of-record within fourteen (14) days of receipt of the written request from a group subscriber of CHOICE Administrators. A fifteen (15) day rescission period will be imposed. The rescission period will begin on the date written notification is sent to all parties from CHOICE Administrators. Information for servicing purposes will be provided to the new agent-of-record once this rescission period has been reached. CHOICE Administrators will take reasonable steps to keep the name of the newly requested broker or agent-of-record confidential.
 8. **NON-ASSIGNABILITY:** Neither this Agreement nor any right or beneficial interest may be assigned or transferred without prior written approval from CHOICE Administrators.
 9. **SUB-BROKERS AND SUB-AGENTS:** Agent agrees to execute and submit written notice to CHOICE Administrators of each sub-broker or sub-agent employed by or contracting with Agent. That notice will not be effective until received and approved by CHOICE Administrators, and returned to Agent. Agent agrees to be solely responsible for his/her sub-brokers or sub-agents under this Agreement and to manage all business matters related to the sub-broker or sub-agent, including but not



limited to, their compensation, training, supplies and correspondence. Agent agrees to ensure sub-broker's or sub-agent's adherence to all applicable terms of this agreement, including, but not limited to, requirements regarding errors and omissions coverage, licensure, knowledge of CHOICE Administrators®, programs, the programs offered by Participating Plans, solicitations and advertising. Agent acknowledges CHOICE Administrators' right to reject a sub-broker or sub-agent notification and to terminate a sub-broker or sub-agent.

10. **PREMIUM COLLECTION:** Agent shall not have authority, without written consent of CHOICE Administrators, to collect or provide receipt for premiums other than the first premium, deduct commissions or permissible fees; endorse checks payable to CHOICE Administrators, or perform any other act or duty not expressly authorized by CHOICE Administrators. Notwithstanding the preceding sentence, if CHOICE Administrators consents to the performance of such acts, Agent shall promptly deposit all funds in a trust account in a state or federal bank authorized to do business in the state in which the agent is transacting business with CHOICE Administrators and insured by an appropriate federal insuring agency. "Promptly deposit" means deposited no later than the business day following receipt by Agent.
11. **RECORDS:** Agent agrees to maintain complete written records of all transactions regarding applications for CHOICE Administrators and to make such records promptly available for inspection and copying by CHOICE Administrators, the Department of Corporations, or any other appropriate governmental entity. Agent agrees to retain such records at all times while this Agreement remains in force and for a period of three (3) years following termination of any group subscriber serviced by Agent.
12. **ADVERTISING:** Agent acknowledges that he/she is prohibited from using any advertisement or any written materials, in which appears the name, trademark, service mark or logo of CHOICE Administrators or the names, trademarks, service marks, or logos of its Participating Plans without prior written consent of CHOICE Administrators and/or the Participating Plans. Agent acknowledges that he/she is prohibited from representing or implying that he/she is CHOICE Administrators. Agent agrees to comply with CHOICE Administrators rules and guidelines regarding advertising and written materials. Agent grants CHOICE Administrators the right to request the disconnection of any line for any telephone number indicated in any advertisement, telephone directory, or other materials that either contains an unauthorized use of such name, trademark, service mark or logo, or otherwise fails to comply with CHOICE Administrators' rules and guidelines regarding advertising and written materials.
13. **INDEMNIFICATION AND E&O COVERAGE:** Agent agrees to indemnify and hold harmless CHOICE Administrators from any and all liability, losses, costs, damages or expenses, including reasonable attorney's fees, arising out of any violation by Agent or Agent's employees of, or failure on Agent's part to comply with, provisions of this Agreement, the Knox-Keene Health Care Service Plan Act of 1975, as amended, its regulations, or all other applicable laws or regulations. While this Agreement is in effect, Agent agrees to maintain errors and omissions coverage with a liability insurance carrier admitted in the state in which Agent is transacting business for CHOICE Administrators. Agent agrees to make all reasonable efforts consistent with advice of counsel and the requirements of Agent's liability insurance carrier to coordinate the defense of all claims in which CHOICE Administrators is named as a defendant or has a substantial possibility of being so named.
14. **PROPERTY:** Agent acknowledges that CHOICE Administrators' printed materials are the property of CHOICE Administrators. Agent agrees to return any such materials upon demand.
15. **EFFECTIVE DATE:** This Agreement becomes effective only when executed by Agent and an authorized officer(s) of CHOICE Administrators. It may be modified only by a written amendment, signed by Agent and by an authorized officer(s) of CHOICE Administrators. The term of this Agreement shall be one (1) year, subject to the termination provisions set forth in Section 16 of this Agreement and subject to the right of CHOICE Administrators to amend or modify the Schedule of Commissions as set forth in Attachment A of this Agreement. Thereafter, this Agreement shall renew automatically for additional one (1) year terms until terminated by either party pursuant to Section 16. This Agreement shall be binding upon the heirs, administrators, executors, successors and assigns of the parties to this Agreement.
16. **TERMINATION:** This Agreement may be terminated at any time by either party upon ten (10) days written notice, delivered in person or by mail, addressed to Agent at last known address as shown in the records of CHOICE Administrators, or to CHOICE Administrators at 721 South Parker, Suite 200, Orange, CA 92868, or any other such address as CHOICE Administrators may furnish to Agent. Agent acknowledges that termination of Agreement will not relieve Agent of any obligations arising under it. Upon termination, Agent agrees to immediately remit to CHOICE Administrators all funds belonging to CHOICE Administrators or held for CHOICE Administrators' account and forward all records, applications and property of CHOICE Administrators. This Agreement shall also terminate immediately without notice on Sub-Agent's death; the loss or suspension of any license of Sub-Agent necessary for Sub-Agent's performance under this Agreement.
17. **SEVERABILITY:** The provisions of this Agreement shall be severable and the invalidity or unenforceability of any provision(s) hereof shall not affect the validity or enforceability of the remaining provisions.
18. **SURVIVAL:** In the event of expiration or termination of this Agreement, Sections 2, 6, and 11 will survive and continue in effect.
19. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing.
20. **HEADINGS:** The section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.
21. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its principles of conflict of laws.

AGENT / BROKER

Signature _____

Date (MM/DD/YYYY)

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Last Name (Please Print)

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First Name

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Social Security #

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CHOICE Administrators, Inc.

By: John M. Word III

Title: President

Date (MM/DD/YYYY): 02/07/2012

STAFF USE ONLY													
Broker #	Agency #												
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