

## INDEPENDENT SUB-PRODUCER CONTRACT

gethealthinsurance.com Agency, Inc., with its principal office at 7440 Woodland Drive, Indianapolis, Indiana 46278 (herein called "Agency", "we", "us", or "our"), and you do hereby agree as follows:

- A. Agency is a general producer, managing producer, and/or producer for Carriers (as defined below) and has authority to recommend your appointment to sell the insurance products of the Carriers; and
- B. You desire to be appointed through Agency to access such insurance products from the Carriers.

### DEFINITIONS

For purposes of this Contract, the following terms have the meanings set forth below:

"Carriers" refers to those insurance companies with whom we contract to solicit and sell their insurance products. Carriers may include affiliates of Agency.

"Clients" refers to insureds, policyholders, certificateholders, payors, and persons you have solicited for an Insurance Product.

"Commission Schedule" refers to the terms and conditions for the payment to you of any commission, bonus or other compensation for Insurance Products you place under this Contract.

"Contract" refers to this producer contract.

"Governmental Entity" shall include, but not be limited to, federal and state regulatory agencies, villages, townships, cities, counties, public school districts and similar tax supported entities. We shall determine, in our sole discretion, which entities shall constitute a Governmental Entity under this Contract.

"Insurance Products" refers to those insurance products for which we have been authorized to solicit applications by the Carriers, as are reflected on any Commission Schedule.

"You" and "your" refers to the person or entity who has executed this Contract. If you are an agency or a business entity, you act only through your agents, employees, or representatives. Any provisions that apply to a natural person will apply to those agents, employees, and representatives through which you act.

### PART I – YOUR DUTIES

- 1.1** You shall comply with all (i) federal, state, and local laws, regulations and rules applicable to your solicitation of insurance products of the Carriers, and (ii) all rules, policies, procedures and standards which are provided to you by us or by any Carrier. You shall notify us immediately if you fail to comply with (i) or (ii) above, and if you fail to comply with

any of the requirements under provisions 1.1.1 through 1.1.3 below. You shall also notify us if you become aware of any negligent or willful act that you commit that has, or may have, a negative effect on any us, any Carrier, or any Client. Your compliance with this Section 1.1 includes, but is not limited to:

- 1.1.1** You shall hold the appropriate insurance license(s) in the state of solicitation and in the state where the application is signed prior to submitting an application for insurance to any Carrier. You shall be solely responsible for securing and maintaining your license(s).
- 1.1.2** You shall complete any pre-contracting or appointment related paperwork with any Carrier prior to soliciting the sale of any product by a Carrier, if required.
- 1.1.3** You shall not alter, modify, waive, or amend any of the terms, rates or conditions of any advertisement, brochures, applications, policies, contracts, or other materials provided to you by us or any Carrier unless submitted and approved in writing by us or the Carrier. You shall not create any materials that reference us or any Carrier unless submitted to and approved in writing by us or the Carrier.
- 1.2** If you are an agency or business entity, you are responsible for the acts or omissions of your sub producers. Therefore, you must train and supervise them appropriately. They do not have any authority not granted to you. Whatever is required of you is also required of them. We reserve the right to require that each of them execute an Independent Producer Contract or similar document prior to acting through you in connection with the subject matter of this Contract.
- 1.3** You certify that you have never been convicted of a federal or state felony involving dishonesty or breach of trust; or if so, that you have received written authorization from the applicable state insurance commissioner specifically referencing Section 1033 of the violent Crime Control and Law Enforcement Act of 1994, subsection (3) (2) granting permission to work in the insurance industry. During the term of this Contract, you must notify us if you are convicted of any felony.
- 1.4** You will use your best efforts to place the sale of insurance product for the Carriers.
- 1.5** During the term of this Contract (and if the coverage is provided on a "claims made" basis, for a period of four (4) years after termination of this Contract), you shall procure and maintain, at your sole expense, fully insured insurance agent professional liability coverage. Such coverage shall cover you and your employees or other representatives, if any, for activities under this Contract. You must maintain coverage with limits of at least \$1,000,000 from a carrier satisfactory to us.
- 1.6** Upon request, you shall provide us with satisfactory evidence of such coverage. You shall provide us with at least ten (10) days written notice of any material change in such coverage. In addition, the coverage contract shall require the entity assuming the risk of loss thereunder to provide us at least ten (10) days prior written notice of any contemplated cancellation, non-renewal, reduction in limits of, or material change in the coverage provided. We shall have the right, but not the obligation, to make any payments on your behalf necessary to maintain such coverage in force, and to recover any and all such

payments from you, either directly or by means of set off or recoupment against any amount we owe you.

- 1.7** Because you are not our employee, you are solely responsible for reporting and paying any and all taxes imposed or other cost assessed on account of our payment of compensation to you under this Contract. Specifically, you are responsible for all occupational, income, and municipal taxes imposed on you by any Governmental Entity. We will not withhold any amount of compensation for your 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 your compensation for services under this Contract.
- 1.8** You must provide us with written notice at least sixty (60) days' prior written notice to us of the closing date of any transaction in which: (i) you merge with, or are acquired by, a competitor of ours; or (ii) a competitor of ours acquires substantially all of your assets. Upon request, and subject to any applicable confidentiality restrictions or obligations, you must provide us any and all information about the transaction that we reasonably request. For purposes of this Contract, the term "competitor of ours" includes any entity (including any such entity's affiliates) that, in the ordinary course of its business, is in direct or indirect competition with us.
- 1.9** You shall take steps reasonably necessary to ensure that the information you submit to us or any Carrier (including any information contained in any application for any policy) is, to the best of your knowledge (after reasonable inquiry), accurate and complete. You shall immediately notify us if you become aware that any information you submit to a Carrier is inaccurate or incomplete.
- 1.10** You are an independent contractor with expertise in the insurance industry. Other than as specifically set forth in this Contract, we do not, directly or indirectly, have any control over your business and operations. You are solely responsible for your operations as an insurance producer. You acknowledge that we will have no involvement in your product sales other than performing the role as general agency for the Carriers. By performing this limited role, we do not make, and specifically disclaim, any endorsement or approval of any marketing or sales concept, nor do we make any representations to you or any third party regarding the tax, legal or other economic consequences raised by any marketing or sales concept. You shall not construe any statements made or actions taken by us, our employees or agents as tax, legal or other advice regarding any marketing or sales concept, and you shall not represent to any client or other third-party that we or our employees or agents have given any such advice.
- 1.11** You acknowledge that we will have no other involvement in the product sales other than performing the role as general agency for the Carriers. By performing this limited role, we do not make, and specifically disclaim any endorsement or approval of any marketing or sales concept, nor do we make any representations to you or any third party regarding the Carriers, tax, legal or other economic consequences raised by any marketing or sales concept. We shall not act, nor be considered, a promoter of any marketing or sales concept. You shall not construe any statements made or actions taken by use or our

employees or agents, as tax, legal or other advice regarding any marketing or sales concept, and shall not represent to any client or other third party that we or our employees or agents have given any such advice. Other than as specifically set forth in this Agreement, we do not, directly or indirectly, have any control over your business and operations, and you are solely responsible for your operations as an insurance producer.

**1.12** You shall not attempt to contract directly with any Carrier for the sale of any products that you can sell through us hereunder, unless we approve so in writing.

**1.13** You shall comply with the confidentiality and privacy provisions contained in Exhibit A attached to this Contract.

**1.14** If you are a business entity, you shall continuously maintain your good standing with the regulatory authorities of your state. You shall notify us immediately if you fail to comply with this paragraph, or if you choose to end or alter the legal entity status you had at this Contract's inception.

**1.15** If a Client, person purporting to represent a Client, or a regulatory authority, notifies you of a complaint about you or us that is related in any way to the subject matter of this Contract, you will immediately notify us. You will cooperate fully with us by answering any and all relevant questions, either orally or in writing, and/or furnishing copies of any and all relevant documents, and/or otherwise assisting us in any manner we may reasonably require.

## **PART II – COMPENSATION**

### **2.1 Commissions and Other Fees.**

**2.1.1 Commissions Payable by Us.** We may directly pay you commissions for the sale of Insurance Products issued by certain Carriers under this Contract. We will issue you a Commission Schedule for each Carrier, listing the Insurance Products and the respective level of commission we will pay to you for each Insurance Product. We may amend, in our sole discretion, the Commission Schedule(s) at any time without advance notice; we may apply those changes for any new business and/or existing business issued or with the effective date(s) prior to or after such amendment; and we may do so with or without taking any similar action(s) with regard to any other producer. We may allow you to assign the commission payable to you by us under this Section 2.1.1. We will notify you if we object to any assignment of commissions.

**2.1.1.1** Funds for the commissions we pay to you come from the compensation paid to us by the Carriers. Under certain limited circumstances, a Carrier may be justified to stop paying us compensation for certain products sold in the past. Should that occur, we will stop paying you commissions on these products.

**2.1.1.2** Should a Carrier be justified in terminating their contract or agreement with us or you "for cause," no further compensation will be due and payable by us to you with respect to business written for that Carrier.

**2.1.1.3** We will provide or make available to you a periodic statement of all compensation due and payable or paid to you associated with each commission payment we make to you. Unless you file a written objection to the statement within sixty (60) days from the date of the mailing or posting of the statement, that statement shall be deemed conclusively correct and you waive any right to contest the statement.

## **2.1.2 Commissions Payable by Carrier.**

**2.1.2.1** We may authorize you to solicit applications for Insurance Products issued by Carriers that will pay commissions directly to you. In these cases, the commissions shall be governed by the agreement between you and the Carrier. The Carrier shall be solely responsible for the payment of any commission or other compensation to you and you will look solely to the Carrier in the event the Carrier fails to pay you any compensation due. Carriers will provide you with commission schedules applicable to your sale of those Insurance Products under this Contract.

**2.1.2.2** For commissions payable to you by any particular Carrier, we may, in our sole discretion, allow you to assign the commission payable to you by that Carrier. We will notify you if we object to any assignment of commissions from any Carrier. Your channel designation will, at all times, mirror your channel designation with any affiliated entity of the Agency and will be determined solely at our discretion.

**2.2 Disclosure.** To the extent required by law, you shall fully disclose all compensation paid to you under this Contract for a particular customer to that customer.

## **2.3 Setoffs, Recoupments and Deficits.**

**2.3.1** To the extent that any Carrier seeks reimbursement of any commissions paid to us, or assigned by you to us, or any other amounts you shall return the appropriate portion of such commission(s) and other compensation to us. The amount to be returned shall constitute a debt owed by you to us that we may recover either via set off, recoupment or any other means available at law or in equity against any amount owed by us to you. You shall repay us any insufficiency (as well as any insufficiency existing after termination of the Contract for cause, or avoidance of the Contract) within 30 days of demand. Upon your failure to so repay in full within the time specified, any unpaid balance shall bear interest at the rate of one and one-half percent per month. In addition, you shall be responsible for any costs, including attorney's fees and other collection expenses, incurred by us in connection with the recovery from you of any indebtedness.

**2.3.2** To the extent that you owe any amounts to any of our affiliates, we may set off any amounts due to you under this Contract to satisfy those obligations.

**2.4 Beneficiaries.** Your primary and contingent beneficiary designations are shown on the Signature page of this Contract. If no designations are shown, your estate will be your

beneficiary. We will follow our usual procedures concerning payments to beneficiaries and changes in beneficiary designations.

### **PART III – CONFIDENTIALITY AND PRIVACY OF INFORMATION**

As used in this Part IV, all references to you will include any of your employees or other representatives.

**3.1 Definitions.** To the extent a term is defined in both this Contract, HIPAA or ARRA, the definition in HIPAA or ARRA shall govern. “**ARRA**” shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§ 17921-17954, and any and all references in this Contract to ARRA shall be deemed to include all associated existing and future implementing regulations, when and as each is effective. “**Affiliate**,” solely for purposes of this Part IV, shall mean any entity that is a subsidiary of UnitedHealth Group. “**Breach**” means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth in 45 C.F.R. 164.402. “**Business Associate**” means you. “**Compliance Date**” means, in each case, the date by which compliance is required under ARRA and/or its implementing regulations, as applicable; provided that, in any case for which that date occurs prior to the effective date of this Contract, the Compliance Date shall mean the effective date of this Contract. “**Covered Entity**” means the Carriers and Affiliates whose Insurance Products you sell under this Contract. “**HIPAA**” shall mean the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations. “**PHI**” shall mean Protected Health Information as defined in 45 C.F.R. § 160.103, and it limited to the Protected Health Information received from or received or created by you on our behalf pursuant to performance of services under this Contract. “**Services**” shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided by the Business Associate to Covered Entity under this Contract, as amended by written agreement of the parties from time to time. All references in this Part IV to ARRA shall be deemed to include all associated implementing regulations, when as each is effective.

**3.2** You may be provided with or have access to information which we consider confidential and proprietary (“Confidential Information”), including but not limited to, pricing, rates, computer programs, and product information. You will hold in confidence and not use or disclose any Confidential Information. This shall not apply to the Confidential Information if it:

**3.2.1** Is readily available to the public without restriction through no fault of yours.

**3.2.2** Is received without restriction from a third party lawfully in possession of and lawfully empowered to disclose this information.

**3.2.3** Was rightfully in your possession without restriction prior to its disclosure, or was independently developed by you without access to such Confidential Information.

**3.3** You may be provided with or receive “Protected Information.” “Protected Information” shall be defined to include, but is not limited to, “nonpublic personal information” and “individually identifiable health information” as currently used in 15 U.S.C. § 5609 and 45 C.F.R. § 164.501

and as they are subsequently updated, amended, or revised.

**3.4** Pursuant to this Contract, you will provide services for us that involve the use and receipt of Protected Information. Except as otherwise specified herein, you may use the Protected Information as necessary to perform your obligations under this Contract. All other uses not authorized by this Contract are prohibited. In the event you disclose Protected Information which is not authorized by this Contract, you agree to inform us in writing of such disclosure as soon as you discover it.

**3.5** Either party may terminate this Contract at any time with at least ten (10) days prior written notice for any uncorrected material breach of this Part IV, provided the breaching party was allowed a reasonable opportunity to remedy the material breach, and it was not corrected during that time. Upon termination of this Contract, the breaching party shall:

**3.5.1** Destroy or return, the Protected Information in the breaching party's possession and retain no copies (which shall mean destroying all back-up tapes), if it is feasible to do so. If not feasible, provide notification to the other party in writing; and

**3.5.2** Recover any Protected Information in the possession of employees. If it is infeasible for us or you to obtain any Protected Information from any employee, we or you, must provide a written explanation and require the employees to agree to extend any and all protections, limitations, and restrictions contained in this paragraph to any Protected Information retained after the termination.

**3.6** With regard to the use and disclosure of Protected Information, you and we hereby agree to do the following:

**3.6.1** Use and/or disclose the Protected Information only as permitted or required by this Contract and/or by law.

**3.6.2** Put into practice administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Information that you create, receive, maintain, or transmit on our behalf.

**3.6.3** Require all employees that receive, use, or have access to Protected Information to agree in writing to adhere to the same restrictions and conditions contained in this Part IV.

**3.6.4** Make all records, books, agreements, policies, and procedures relating to the use and/or disclosure of Protected Information available to regulatory authorities for purposes of determining compliance with HIPPA, ARRA or other state privacy laws, subject to attorney-client and other applicable legal privileges.

**3.6.5** Upon request, agree to provide access to the Protected Information to the Client to whom it relates (or his or her authorized representative).

**3.6.6** Upon request, agree to make any amendment(s) to the Protected Information.

**3.6.7** Upon our request, provide such information to respond to a request by a Client for an accounting of the disclosures of the Client's Protected Information.

**3.6.8** Unless authorized in writing by the Client, you agree not to further disclose account numbers to conduct telemarketing, direct-mail marketing, or other electronic-mail marketing to your Client.

**3.7** You and we shall not be obligated under this Part IV, if the Protected Information:

**3.7.1** Is or has become readily publicly available without restriction.

**3.7.2** Is received without restriction from a third party lawfully in possession of and lawfully empowered to disclose such information.

**3.7.3** Was rightfully in your possession or ours without restriction prior to its disclosure or was independently developed by you or us.

**3.8** With regard to your use and/or disclosure of PHI, as of the respective Compliance Date of each referenced obligation, Business Associate agrees to: (a) comply with the HIPAA Security Rule requirements in accordance with 42 U.S.C. § 17931; and (b) without unreasonable delay, and in any event on or before 48 hours after its discovery by Business Associate, notify Covered Entity of any incident that involves an unauthorized acquisition, access, use, or disclosure of PHI, even if Business Associate believes the incident will not rise to the level of a Breach, including in the notification, to the extent possible, and supplement the notification on an ongoing basis with: (i) the identification of all individuals whose unsecured PHI was or is believed to have been involved, (ii) all other information reasonably requested by Covered Entity to enable Covered Entity to perform and document a risk assessment in accordance with 45 C.F.R. Part 164 subpart 0 with respect to the incident to determine whether a Breach of Unsecured PHI occurred, and (iii) all other information reasonably necessary to provide notice to individuals, HHS and/or the media, all in accordance with the data breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 & 164 subparts A, O & E as of their respective Compliance Dates. Notwithstanding the foregoing, in Covered Entity's sole discretion and in accordance with its directions, Business Associate shall conduct, or pay the costs of conducting, and investigation of any incident required to be reported under this Section 4.8 and shall provide and/or pay the costs of providing, the required notices as set forth in this Section 4.8; (c) request, use and/or disclose only the minimum amount of PHI necessary to accomplish the permitted purpose of the request, use or disclosure; provided, that Business Associate shall comply with 42 U.S.C. § 17935(b); and (d) comply in all respects with all its other obligations in accordance with ARRA, including without limitation, 42 U.S.C. §§ 17934(b), 17935(c), (d) & (e), and 17936(a) & (b). Notwithstanding any other provision of this Contract, Business Associate may use and disclose PHI only as necessary to perform Business Associate's obligations under this Contract.

**3.9** Any provision of this Part IV that is directly contradictory to one or more terms of this Contract shall be superseded by this Part IV. The terms of this Part IV to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA and ARRA. This Part IV will not affect any of the other terms or conditions in this Contract, except as stated herein.

## **PART IV – GENERAL PROVISIONS**



**4.1 Termination/Voidance of Contract.** Either party may immediately terminate this Contract at any time, with or without reason, by providing notice to us in accordance with paragraph 4.8 below. Otherwise, this Contract shall continue indefinitely until terminated or voided as follows:

(A) **Termination for Cause.** We may terminate this Contract effective as of any date we specify, and revoke all your rights and privileges under it, by notice to you, if you fail or failed to comply with any of the terms and conditions of this Contract, including:

- (i) failing to comply with any obligation under Section 1.1; or
- (ii) failing to produce, upon request, satisfactory evidence of the insurance agent professional liability coverage required by Section 1.4; or
- (iii) you commit a criminal, fraudulent or dishonest act.

You will forfeit any compensation payable to you after the date of termination of this Contract for cause. We may recover, via either set off or recoupment, any compensation disbursed to you after you engaged in an act or omission that allows us to terminate this Contract for cause, without regard to when you actually earned such compensation.

(B) **Automatic Termination.** This Contract shall terminate automatically upon your death, dissolution, receivership, insolvency, or bankruptcy.

This Contract shall also terminate automatically in the event this Contract is superseded and replaced by another contract relating to the same subject matter hereof, regardless of whether or not the superseding contract specifically provides for such supersession and replacement.

(C) **Voidance.** We may declare this Contract void from its inception, and demand repayment of all commissions or other compensation we paid or payable to you pursuant to an assignment, if you provided any incomplete or inaccurate information on or in connection with any producer application you provide to us, or any of our affiliates.

Termination or voidance of this Contract shall terminate any and all authority granted to you hereunder, but you shall remain bound by any specific post-termination obligations, restrictions and limitations, and shall remain fully liable for any indebtedness or other obligations to the Agency. In the event of termination of this Contract under subparagraph (A) above, we reserve the right to immediately assign another producer to service the Clients that you previously serviced.

If this Contract is terminated for any reason other than for cause under Section 4.1(A) above, we will continue to pay any commissions payable by us to you under Section 2.1.1 until: (i) your death and the death of all designated beneficiaries (or dissolution if you are a business entity); (ii) these payments have been made for five (5) years; or (iii) commissions otherwise payable to you in any calendar year are \$1,000 or less.

**4.2 Reservation of Rights.** Without terminating this Contract, we reserve all our rights not expressly in conflict with this Contract.

**4.3 Good Faith.** The parties will perform all duties under this Contract in utmost good faith. You represent and warrant that neither you nor any of your agents, employees or other representatives, if any, are bound by any regulatory, contractual or other restriction or negative covenant which in any way would prohibit or otherwise affect your ability to perform your duties and obligations under this Contract.

**4.4 Indemnification.** In addition to any indemnification obligation(s) specified elsewhere in this Contract, you must indemnify and hold us harmless from and against any and all claims, litigations, losses, liabilities, costs, and other expenses incurred as a result of your material breach of the terms of this Contract. Furthermore, you must hold us harmless from any and all "loss" incurred by us as a result of any act or omission committed by you and/or your agents, employees or other representatives in connection with your duties and obligations under this Contract.

As used here, "loss" includes, but is not limited to, court costs, any fines, forfeitures, claims or benefits paid pursuant to regulatory action, judgment or reasonable settlement, and all reasonable attorneys' fees and expenses incurred by us in defending and/or settling any claim or regulatory action against us, or in pursuing recovery from you and/or your agents, employees or other representatives.

**4.5 Amendment.** This Contract may be amended only as provided in this Section 4.5.

(A) **General and Regulatory Amendments.** We may amend this Contract generally, or in order to bring us or you into compliance with an applicable law or regulation, including an interpretation of law or regulation by a regulatory agency or court, by providing advance written notice of the amendment and its effective date to you in accordance with Section 4.8 of this Contract. Any such amendment(s) shall be automatically effective as of the date we specify without your written agreement unless you notify us that you are terminating this Contract before the effective date of the amendment. Notwithstanding the foregoing, we may, in our sole discretion, amend the commission schedule(s) at any time without advance notice; we may apply those changes for any new business and/or existing business issued or with effective date(s) prior to or after such amendment; and we may do so without taking any similar action(s) with regard to any other producer(s).

(B) **Optional Amendments.** We may from time to time propose amendments to this Contract that are optional as to you, e.g. inviting your participation in certain marketing. You may accept an optional amendment by signing it or otherwise indicating your affirmative consent using a method we will specify. Such optional amendment shall be effective either on the date specified in it, or, if no date is so specified, on the date you sign it or consent to it. We may withdraw any such proposed optional amendment at any time before you sign it or consent to it.

- 4.6 Non-Waiver.** Our forbearance, neglect, or failure to enforce any or all of the provisions of this Contract or to insist on strict compliance by you, your employees or other representatives, shall not be construed as a waiver of any of our rights or privileges.
- 4.7 Entire Agreement.** This Contract, together with all subsequent amendments and attachments, sets forth the entire understanding between you and us with respect to the subject matter of this Contract. This Contract supersedes all prior agreements, arrangements, and communications, whether oral or written, with respect to the subject matter of this Contract.
- 4.8 Notices.** Any notice from us to you required by this Contract shall be sufficient and effective upon (i) deposit with the United States Postal Service or with a recognized commercial package delivery service, postage or other fees prepaid, and addressed to you at your last known address shown in our records, or (ii) sending via electronic mail or facsimile, if you provided us with an electronic mail address or a facsimile number, or (iii) conspicuous publication in a newsletter, or posting on a Web site, to which you have general access. Revocation of your permission to receive commercial messages from us at either such electronic mail address or facsimile number shall not operate as a revocation of your consent to receive notices pursuant to this Section at such address or number. Any notice from you to us required by this Contract shall be sufficient and effective upon receipt at our principal office specified in the opening paragraph of this Contract, but only if delivered via United States Postal Services, by certified mail, or through a recognized commercial package delivery service, postage or other fees prepaid.
- 4.9 Choice of Law.** This Contract will be construed in accordance with the laws of the State of Indiana without reference to Indiana conflicts-of-law provisions.
- 4.10 Headings and Titles.** The headings and titles used in this Contract are non-substantive and for reference only.
- 4.11 Severability.** If any provision of this Contract is held invalid for any reason, the remainder of this Contract shall not be affected.
- 4.12 Assignment.** Except as specified elsewhere in this Contract (including the Commission Schedule), you may not assign this Contract, or any of your rights, duties or obligations hereunder. We reserve the right to assign this Contract to any third party.
- 4.13 Arbitration.** Any unresolved dispute between you and us in connection with this Contract, whether arising before or after its termination, shall be submitted to binding arbitration in accordance with the Commercial Rules of the American Arbitration Association as the exclusive means of resolution. All arbitration hearings shall take place in Chicago, Illinois unless another location is agreed to by the parties. Neither party shall be liable to the other for any incidental, consequential, special or punitive damages arising out of this Contract, whether on account of breach, tort or other cause. This limitation shall not limit either party's obligation to perform any provision of this Contract.
- 4.14 Signatory authority.** We and you each represent and warrant that the person signing this Contract has the authority to do so and is acting within the scope of his or her authority.

**4.15 Execution.** This contract may be executed in two or more counterparts, any of which need not contain the signature of more than one party, but all such counterparts when taken together will constitute one and the same agreement.

**4.16 Effective date.** This Contract is effective as of the date noted on the signature page executed by us. It supersedes and replaces any prior agreement between the parties pertaining to the subject matter.

**- SIGN AND RETURN THIS SIGNATURE PAGE -**

**INDEPENDENT SUB-PRODUCER CONTRACT  
SIGNATURE PAGE**

I acknowledge and agree that:

- (a) I have received a copy of the Independent Sub-Producer Contract - GHI-ISPC-1016 (the "Contract"); and
- (b) I have read, understood, and agreed to each and every term of the Contract.

Please retain a copy of this Independent Sub-Producer Contract Signature Page with a copy of your Contract.

**YOU:** \_\_\_\_\_  
Print or type your name  
(person or entity)

**BY:** \_\_\_\_\_  
Print person's name and title  
(if signing in a representative capacity)

\_\_\_\_\_  
Signature

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
**NPN (REQUIRED)**

**ON BEHALF OF GETHEALTHINSURANCE.COM AGENCY, INC.**

BY: 