UNIVERSITY OF UTAH HEALTH INSURANCE PLANS
LICENSE ONLY AGENT AGREEMENT

This LICENSE ONLY AGENT AGREEMENT ("Agreement") is made by and between the UNIVERSITY OF UTAH HEALTH INSURANCE PLANS ("UUHIP") and the undersigned licensed agent (hereinafter referred to as "Agent"). If Agent is a legal entity (i.e., corporation, partnership etc.), this Agreement is applicable to, and the term “Agent” includes, its employed and/or designated agents.

RECATALS

WHEREAS, UUHIP is currently, or will be, offering individual and group insurance plans.

WHEREAS, UUHIP is seeking distribution channels to market certain of its UUHIP Plans in certain approved territories as specified by UUHIP to Agent.

WHEREAS, Agent is licensed in the State of Utah as an insurance agent and desires to contract with UUHIP to market such UUHIP Plans to eligible consumers in certain approved territories as described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

SECTION 1 – DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

1.1 Agent of Record: shall mean the Agent or Agency authorized to represent a Consumer, as evidenced in writing in a form satisfactory to UUHIP.

1.2 Commissions: shall mean the payments to be paid by UUHIP to Agents for the sale and renewal of UUHIP Plans, at the rates and at the times specified on Attachment A “Commission Schedule” attached hereto, as more fully described in Section 6.

1.3 Consumer: shall mean group or individual subscribers to an UUHIP Plan.

1.4 Effective Date: shall be the date this Agreement is executed by UUHIP.

1.5 Enrollee: means an individual who is enrolled in an UUHIP Plan.

1.6 Plan: means health benefit plans offered by UUHIP.

1.7 Premium: means any and all monies collected by UUHIP from Consumers as applicable, which monies are designated as premiums for the UUHIP Plans sold by Agents under the terms and conditions of this Agreement.

1.8 UUHIP Plan: shall mean the individual or group insurance product offered by UUHIP.

SECTION 2 – AUTHORIZATION

2.1 Appointment of Agent. UUHIP hereby appoints Agent to perform the following services: (i) to act as an agent, in certain approved territories, as further described in Section 5.1, for the purposes of
soliciting, procuring and transmitting enrollment applications for UUHIP Plans sold to eligible Consumers; and (ii) to generally perform its duties hereunder in accordance with federal and state laws and such reasonable rules and instructions as may be provided in writing by UUHIP to Agent in advance of implementation.

2.2. **Limit of Appointment.** Agent shall have no authority to: (i) make or discharge contracts for UUHIP; (ii) reject or accept any eligible Consumer solicited by Agent; (iii) quote extra rates for special risks or rebate or offer to rebate all or any part of a Premium; (iv) make endorsements; (v) incur any indebtedness or liability on behalf of UUHIP; (vi) waive, alter or amend the performance, provisions, terms or conditions of any contract for UUHIP; (vii) accept or collect Premiums, including Premiums at the time of enrollment payable to any entity other than University of Utah Health Insurance Plans; (viii) accept or collect Premiums due or to become due to UUHIP, other than any initial first Premium payment at the time of enrollment; or (ix) bind UUHIP in any way. Except as permitted and/or required by this Agreement, Agent is not authorized to make any payment to any party in connection with this Agreement or UUHIP Plans unless such payment is first authorized in writing by UUHIP.

**SECTION 3 – OBLIGATIONS OF AGENT**

3.1 **Policies and Procedures; Training.** Agent shall adhere to all of UUHIP’s written policies, rules, regulations and field communications in regard to marketing, sales, and enrollment in UUHIP Plans, including only offering UUHIP Plans in approved territories. Agent shall complete any training required by UUHIP and conduct periodic training programs for its employed and/or designated agents.

3.2 **Presentation of UUHIP Plans.** Agent shall present UUHIP Plans to eligible Consumers only in a factually accurate manner based upon UUHIP’s written quote submission guidelines in effect at the time the quote is presented. Agent shall not present the UUHIP Plans to Consumers that Agent knows are not qualified to enroll in such UUHIP Plans based upon UUHIP guidelines in effect at the time the quote is presented. Agent agrees not to make any changes to any forms provided by UUHIP in connection with the UUHIP Plans without UUHIP’s prior written consent. Agent shall not materially misrepresent UUHIP or the UUHIP Plans or UUHIP’s health care delivery system and shall utilize only UUHIP authorized sales materials or Agent materials approved and provided by UUHIP in accordance with Section 7 below. Agent shall adhere to UUHIP rules and instructions (as described in Section 2.1), and state and federal rules and regulations in regard to sales and enrollment in UUHIP Plans. Agent shall use reasonable efforts to support the relationship between UUHIP and Consumers.

3.3 **Consumer Applications.** Agent shall be responsible for obtaining complete and accurate enrollment applications for UUHIP Plans from eligible Consumers. Upon receipt of a signed enrollment application, the Agent must submit the application to UUHIP within five (5) calendar days. Agent may not omit, alter, add to or waive any of the questions, statements or answers on any enrollment application.

3.4 **Complaints.** Agent shall promptly report to UUHIP any complaints or inquiries, by any federal or state agency or individual, of which it becomes aware of regarding Agent or UUHIP. Agent shall cooperate with UUHIP in the investigation of any such complaint and in the implementation of any corrective action plan developed to respond to any such complaint. UUHIP shall be solely responsible for responding to all complaints or inquiries received by Agent solely related to UUHIP Plans.
3.5 **Valid Agent License; Disciplinary Proceedings.** Agent represents and warrants that it has, and shall continue to maintain, all necessary licenses for purposes of performance under this Agreement. Agent shall notify UUHIP immediately of any cancellation, suspension or non-renewal of any such license held by Agent or its employed and/or designated agents. In addition, Agent represents that he/she or any of its employed and/or designated agents has never suffered any disciplinary sanction issued by any governmental authority in connection with the sale of any type of insurance, prepaid health care, hospital or professional benefits agreement nor been convicted of a crime involving a fraudulent or dishonest activity.

3.6 **Remittance of Premiums.** In the event that Agent inadvertently receives Premiums from a Consumer, all such moneys or negotiable instruments Agent receives for or on behalf of UUHIP shall be held by Agent as trustee for UUHIP and shall not be used by Agent for any purposes whatsoever. All premiums coming into the possession of Agent for UUHIP Plans shall be promptly remitted to UUHIP within two (2) business days of receipt.

3.7 **Maintain Insurance.** Agent shall maintain errors and omissions insurance reasonably sufficient to cover any liability, but no less than $1,000,000 per incident/ $2,000,000 per occurrence. Such insurance shall include, but not be limited to, liability that Agent may incur as a result of presenting UUHIP Plans or Agent’s actions or omissions related in any way to this Agreement.

3.8 **Maintenance of Records.** Agent shall maintain complete and accurate records with respect to any business produced by an Agent for UUHIP in an industry standard format and in accordance with any reasonable requests by UUHIP, such records to include records related to the licensing and appointment of Agent, application for coverage of Consumers and books, records, accounts, documents and other material items pertaining to this Agreement and Agent’s transactions with Consumers and UUHIP. Agent shall keep such records for the entire term of this Agreement, and for up to seven (7) years from the final date of this Agreement’s term. Upon request of UUHIP, Agent shall make copies of any and all such records available to UUHIP or any government representative with appropriate authority.

3.9 **Appointment of Agents.** Agent shall be responsible for any fees associated with the appointment of Agent by UUHIP.

3.10 **Federal-Facilitated Marketplace Registration.** With respect to UUHIP Plans for individuals, Agent represents and warrants that it is, and shall continue to be, properly registered to participate in the Federally-facilitated Marketplaces of the Centers for Medicare & Medicaid Services. Upon request, Agent shall provide evidence of its registration status.

**SECTION 4 – OBLIGATIONS OF UUHIP**

4.1 **Distribution and Commissions.** UUHIP agrees that Agent shall be an authorized Agent for UUHIP Plans and that UUHIP, or applicable Plan, shall pay Commissions for sales of UUHIP Plans in accordance with Section 6 below.

4.2 **Monitoring by UUHIP.** UUHIP shall monitor all responsibilities performed by Agent on an ongoing basis.
4.3 **Changes to UUHIP Plans.** UUHIP will provide written notice to Agent of any changes to relevant UUHIP Plans thirty (30) days prior to the implementation of such changes.

4.4 **General Obligations of UUHIP.** UUHIP shall be responsible for the following:

4.4.1 Creating marketing materials for the UUHIP Plans and obtaining regulatory approval for such marketing materials, where necessary, in accordance with Section 7;

4.4.2 Upon receipt of a completed enrollment application from Agent or its Agents, processing the applications, enrolling qualified Consumers in UUHIP Plans; issuing required policies, certificates, ID cards and correspondence; and

4.4.3 Billing and collecting all premiums from UUHIP Plan Consumers, and adjudicating claims.

**SECTION 5 – SERVICE AREAS**

UUHIP will provide Agent with a list of approved territories that Agent may sell in as of the Effective Date and thereafter on an as needed basis or upon any change in such approved territories. UUHIP may, in its sole discretion and without incurring any liability to Agent, retire from any approved territory or discontinue or withdraw any Plan in Agent’s approved territory with prior written notice. Agent acknowledges that any such retirement or discontinuation shall in no way affect the rights of UUHIP to continue the marketing of Plans in any territory which may or may not be approved for Agent.

**SECTION 6 – COMPENSATION**

6.1 **Agent Compensation.** While this Agreement is in effect and after its termination, without cause, UUHIP agrees to pay a Commission for all new sales and renewals of UUHIP Plans sold by Agent in accordance with the then-current version of Attachment A in effect at the time the Commission is due. In no event shall UUHIP owe any Commissions to Agent if Agent is not the Agent of Record for a group Consumer during the period for which the group Consumer paid premiums to UUHIP. Any dispute as to Agent of Record shall be resolved by reference to the written instructions of the group Consumer. If more than one Agent is Agent of Record, UUHIP shall evenly divide the Commission due among them unless all Agents of Record issue mutually agreed upon written instructions to UUHIP for different division of Commission. If applicable, Agent shall provide a list of all of its employed and/or designated agents performing duties hereunder on the Effective Date on Attachment B “List of Employed and/or Designated Agents”, which shall be updated on a regular basis, as specified by UUHIP. UUHIP shall have no obligation to pay any Commissions, or any other compensation whatsoever, directly to Agent’s employed and/or designated agents in connection with the services provided under the Agreement. Agent shall be solely responsible for any Commission or compensation due to its employed and/or designated agents for services under this Agreement. UUHIP shall have no obligation to pay Commission for a sale of an UUHIP Plan that does not meet the requirements of this Agreement and UUHIP may recoup, by means of an offset or otherwise, any Commission paid for any sale that was not in accordance with the requirements of this Agreement. UUHIP may revise Attachment A as it deems appropriate and provide advance written notice to Agent of any such revisions.

6.2 **Timing of Compensation Payment.** UUHIP shall pay Agent in accordance with the time frames set forth on Attachment A.
6.3 **Commissions Paid in Error.** In the event UUHIP pays a Commission to Agent due to error, regardless of whether Agent or UUHIP is responsible for the error, UUHIP shall collect such amount thereof directly from Agent or offset any future Commissions payable to Agent against such amount; provided, however, UUHIP shall not pursue any Commission overpayments occurring more than six (6) months prior to the month in which the error is first discovered by UUHIP. UUHIP shall provide Agent, on a monthly basis, a statement setting forth Commissions earned and payable to the Agent and any deductions during the preceding month. If Agent discovers any differences between the statement and its records as to any Commission, Agent shall promptly notify UUHIP; provided, however, Agent shall not pursue any Commission underpayments occurring more than six (6) months prior to the month in which the error is first discovered by Agent. By way of example, if an overpayment/underpayment is discovered by a party in the month of July, such party may only pursue overpayments/underpayments for the preceding months of January through June. The six-month limitations set forth herein shall not apply in cases of fraud or violations of Federal or state laws or regulations. This right is in addition to any other rights or remedies UUHIP may have under this Agreement or otherwise.

6.4 **Termination of a UUHIP Plan.** UUHIP shall have the sole right at all times to reject applications for insurance in accordance with applicable laws, regulations and UUHIP’s own policies and procedures. In addition, UUHIP and UUHIP Plan enrollees may terminate an UUHIP Plan in accordance with applicable laws, regulations and UUHIP’s policies and procedures. In the event that any application for an UUHIP Plan is rejected or an UUHIP Plan enrollee’s coverage is terminated, UUHIP shall retain only the Premiums related to the period of time that the UUHIP Plan was in effect and UUHIP shall refund Premiums for the period of time that the UUHIP Plan was not in effect in accordance with applicable laws, regulations and UUHIP’s policies and procedures. Notwithstanding the foregoing, retroactive terminations of an UUHIP enrollees' coverage thereunder shall only take place in accordance with the terms and conditions of the coverage and/or applicable laws, regulations and UUHIP’s policies and procedures. If Premiums are refunded to Consumers, for any reason whatsoever, Agent shall promptly reimburse UUHIP for any and all Commissions paid to Agent based on such refunded Premiums. UUHIP may offset any future Commissions payable by such amount.

6.5 **Direct Sales.** In no event will Commissions be paid to Agent for UUHIP Plans sold or serviced directly by anyone other than Agent, including UUHIP employees, if Agent was not involved in the initial sale of the UUHIP Plan. This limitation shall not apply if the Consumer has appointed Agent as Consumer’s Agent of Record.

6.6 **Sold Prior to Relationship with Agent.** No Commissions will be paid to Agent for any UUHIP Plans for which an agent was entitled to receive Commission prior to entering into a relationship with Agent, whether via an agency/agent agreement or otherwise.

6.7 **Effect of Termination of this Agreement on Compensation.** In the event this Agreement is terminated by UUHIP for cause under either Section 8.3 or 8.4, UUHIP shall have no obligation to pay any Commissions to Agent. If this Agreement is terminated without cause under Section 8.2, then UUHIP shall continue to pay Agent for the then existing UUHIP Plans sold by Agent in accordance with the terms of this Agreement; provided, however, that the obligation to continue paying compensation to Agent after a termination without cause shall cease if Agent engages in activities with respect to UUHIP Plans that would have given rise to a termination for cause if this Agreement were still in effect.
6.8 **Enrollee Plan Changes.** In the event that an UUHIP Plan enrollee switches from one UUHIP Plan to another UUHIP Plan without a break in coverage, such switch by the enrollee shall not be considered a new sale and shall not be subject to first year commission rates; rather Agent shall only earn renewal Commissions with respect to such enrollee. Should such a switch occur within the enrollee’s first twelve months of coverage, UUHIP will process the enrollee as a new member and pro-rate first year commissions, accordingly.

6.9 **Offsets.** UUHIP shall have the right to offset any amounts due from Agent to UUHIP under this Agreement against any amounts payable to Agent. UUHIP may utilize debt collection services and/or agent accreditation services for purposes of collecting debts of Agent and Agent shall be responsible for any costs or fees incurred as a result of such debt collection efforts. These rights are in addition to any other rights or remedies UUHIP may have under this Agreement or otherwise.

6.10 **Suspension of Commission Payments.** UUHIP may suspend Agent’s Commission payments if Agent fails to comply with the requirements of this Agreement, is the subject or involved in any complaint, or fails to cooperate in UUHIP’s investigation of a complaint. UUHIP shall provide Agent with notice of such suspension and such suspension shall remain in effect until the resolution of the issue that caused the suspension. If this Agreement is terminated for cause by UUHIP during a suspension of Commission payments, Agent shall forfeit all rights to any suspended Commission payments.

6.11 **No Additional Payment.** Agent’s only form of compensation under this Agreement shall be the compensation set forth in Section 6.1. Agent is prohibited from charging any insured or applicant for an UUHIP Plan any fee or charge whatsoever. Agent shall not be entitled to any reimbursement for any incurred expenses, unless previously authorized in writing by UUHIP.

6.12 **Change of Agent.** Agent acknowledges and agrees that a Consumer may request the Agent no longer function as the Agent of Record. In order to change its Agent of Record, a Consumer must request a new Agent of Record in writing on the Consumer’s letterhead/stationery. Such writing must include: the policy number, the name and address of the new Agent of Record, the date of the request and be dated and signed by the Consumer, or an authorized representative of the Consumer. UUHIP will process Agent of Record changes in accordance with its then current UUHIP standard policies and procedures. Commission payments will begin to accrue and made to the new Agent effective the first (1st) calendar day of the month following UUHIP’s receipt of such written notice. UUHIP shall notify Agent in writing that a Consumer has changed its Agent of Record.

**SECTION 7 - MARKETING MATERIALS**

7.1 **Promotional Material.** No advertising, circulars or other written material intended for promotional use or publication by Agent which concerns UUHIP or the UUHIP Plans, or other insurance policies or products issued by UUHIP or any of its affiliates, shall be issued, circulated or published or caused to be issued, circulated or published by Agent unless and until it is (a) submitted to UUHIP for review and (b) approved by UUHIP in writing. UUHIP will approve or disapprove such promotional materials in writing within a reasonable time.

7.2 **Marketing and Printing.** Agent shall pay all expenses of operating its distribution channels. Costs for UUHIP Plan marketing materials shall be allocated as follows:
7.2.1 UUHIP shall furnish to Agent, at UUHIP’s expense, all standard UUHIP Plan forms, applications, and marketing materials that UUHIP develops and utilizes for marketing of such products. Such materials shall be provided in reasonable amounts, as determined by UUHIP in its sole discretion, upon a request by Agent.

7.2.2 Any custom forms, applications, over-prints or marketing materials requested and submitted to UUHIP by Agent, and approved by UUHIP pursuant to Section 7.1, shall be printed and distributed at Agent’s expense, unless otherwise agreed to by UUHIP.

7.3 Ownership of Marks. The trade names, trademarks, trade devices, service marks, symbols, codes and logos (collectively the “Marks”) and any advertising materials of either party are and at all times shall remain the property of the respective party (“Owning Party”). The non-Owning Party shall not use any such advertising materials or Marks without the prior written consent of the Owning Party, and shall otherwise use all such materials and Marks only in accordance with this Section 7.

SECTION 8 – TERM AND TERMINATION

8.1 Term. This Agreement shall be effective as of the Effective Date and shall continue for one year (“Initial Term”). Thereafter, this Agreement shall automatically be renewed for successive one (1) year terms unless terminated as provided in this Agreement.

8.2 Termination without Cause. This contract may be terminated by either party at any time without cause upon written notice to the other party which notice shall be provided no later than ninety (90) days prior to the termination date.

8.3 Termination for Breach. If either party defaults in the performance of any of its duties or obligations under this Agreement, with the exception of membership production and agent recruiting quotas, if any, the non-breaching party may terminate this Agreement upon sixty (60) days prior written notice to the breaching party; provided, however, that the breaching party shall have the opportunity to cure such breach during the sixty (60) day notice period. If the breaching party fails to cure the breach, the Agreement shall terminate on the sixtieth (60th) day set from the date of initial notice. The notice of default shall specify the nature of the alleged default or breach. In the event that the breaching party has made a bona fide effort to cure or remedy the breach within sixty (60) days, and breaching party confirms such efforts and progress to the satisfaction of the non-breaching party in writing, together with an explanation of such party’s good faith belief that the breaching party can cure or remedy such breach within a reasonable time thereafter, then the breaching party shall have a reasonable extension of time to cure or remedy said breach.

8.4 Immediate Termination of this Agreement for Cause by UUHIP. This Agreement may be terminated by UUHIP immediately for cause upon the occurrence of any of the following:

- 8.4.1 Agent’s insolvency, bankruptcy, or reorganization, or the institution of such or similar proceedings by or against Agent, which proceeding if filed against Agent has not been dismissed within sixty (60) days of such filing;

- 8.4.2 Agent’s criminal conduct (including being charged with a felony) or exclusion from any federal or state health benefit program;
8.4.3 Agent’s license being suspended, revoked or not renewed in this state in which Agent is performing services under this Agreement on behalf of UUHIP;

8.4.4 Any act of embezzlement, theft, fraud or dishonesty on the part of Agent;

8.4.5 Assignment by Agent of this Agreement in violation of Section 10.4 hereof; or

8.4.6 Material violation of any law or regulation in the opinion of UUHIP regarding the marketing or distribution of insurance products.

8.5 **Immediate Termination of the Agreement for Cause by Agent.** This Agreement may be terminated by Agent immediately for cause upon the occurrence of any of the following:

8.5.1 UUHIP’S insolvency, bankruptcy, or reorganization, or the institution of such or similar proceedings by or against UUHIP;

8.5.2 UUHIP’s criminal conduct (including being charged with a felony), or exclusion from any federal or state health benefit program;

8.5.3 UUHIP’S license being suspended, revoked or not renewed in a state in which UUHIP is offering UUHIP Plans;

8.5.4 Any act of embezzlement, theft, fraud or dishonesty on the part of UUHIP; or

8.5.5 Material violation of any law or regulation regarding insurance products.

8.6 **No Rolling of Healthy Premier Enrollees.** Upon termination of this Agreement, Agent agrees that it will not induce, or attempt to induce: (1) any Healthy Premier enrollee to terminate his or her relationship with UUHIP; or (2) any other agent to cause any Healthy Premier enrollee to terminate his or her relationship with UUHIP.

**SECTION 9 – CONFIDENTIALITY**

9.1 **Confidential Information.** In order for the parties to perform their respective obligations under this Agreement, it may be necessary or desirable for one party (“**Disclosing Party**”) to disclose Confidential Information (hereinafter defined) to the other party (“**Receiving Party**”). Receiving Party agrees that any such Confidential Information disclosed to it, its employees, or agents shall be used only in connection with the legitimate purposes of this Agreement, shall be disclosed only to those who have a need to know it, and shall be safeguarded with the same care normally afforded such Confidential Information in the possession, custody or control of Receiving Party, provided, however, that such care shall be no less than reasonable care necessary to safeguard the Confidential Information. “Confidential Information” shall mean the proprietary, trade secret or business information of Disclosing Party that relates to Disclosing Party’s past, present or future research or development activities, business operations or financial condition. The foregoing shall not apply when, after and to the extent the Confidential Information disclosed (i) is or becomes generally available to the public through no fault of Receiving Party; (ii) is subsequently received by Receiving Party in good faith from a third party without breaching any confidentiality obligation between the third party and Disclosing Party; or (iii) is required by law, administrative or judicial order to be disclosed; provided, however, Receiving Party shall notify Disclosing Party prior to disclosure of Confidential Information as required by law, administrative or judicial order. To the extent applicable, Agent agrees to comply with applicable state and federal
patient privacy laws and execute the most current version of the UUHIP’s form of Business Associate agreement, which is incorporated herein by reference.

SECTION 10 – MISCELLANEOUS

10.1 Independent Contractor. Nothing contained herein shall be construed to create the relationship of employer and employee, partners or joint ventures between the parties hereto. Agent shall be free to exercise its independent judgment in the performance of this Agreement, subject only to the terms hereof and the written rules established by UUHIP, and agreed to by Agent, from time to time.

10.2 Compliance with Laws and Policies and Procedures. Agent and UUHIP shall at all times comply with applicable federal and state laws and regulations related to insurers, general agents and brokers, including Federal laws and regulations designed to prevent fraud, waste, and abuse, including, but not limited to applicable provisions of Federal criminal law, the False Claims Act (32 U.S.C. §§ 3729 et seq.), and the anti-kickback statute (Section 1128B(b) of the Social Security Act). Agent shall comply with all existing written policies and procedures related to UUHIP Plans and broker/agent actions established by UUHIP as have been provided to Agent and as may be amended from time to time with written notice provided to Agent.

10.3 Non-Waiver of Covenants. Should UUHIP or Agent at any time fail to insist upon a strict performance of each and every provision of this Agreement incumbent upon the other to be kept and performed or fail to adhere strictly to the terms and provisions hereof, or to any one of them, such failure shall not be construed as a waiver of the party’s right to thereafter insist upon strict performance by said party to thereafter adhere to and enforce all the terms and provisions of this Agreement.

10.4 Assignment. This Agreement and any Commissions set forth herein are not assignable by either party without the prior written consent of the other party; provided, however, that UUHIP may assign this Agreement to an affiliate without consent upon written notice to Agent.

10.5 Contract Interpretation. If any section, clause, paragraph, term or provision of this Agreement shall be found to be void and unenforceable by any court of competent jurisdiction, such finding shall have no effect upon any other section, clause, paragraph, term or provision of this Agreement and same shall be given full force and effect.

10.6 Accounting. UUHIP shall have the right to inspect and copy (at its own expense), and Agent shall make available at its primary offices for such purposes, all records reflecting performance under this Agreement and business placed with UUHIP from Agent or its Agents. Such inspection shall be granted within fifteen (15) days of written request and shall be conducted during normal business hours and without undue interruption to such party’s business operations.

10.7 Notice. Whenever notice is to be given by either party to the other, it must be done in writing by certified, return receipt mail addressed to the following parties:

To Agent:  
At the address set forth on the signature page or as otherwise provided

To UUHIP:  
University of Utah Health Insurance Plans  
6053 Fashion Square Dr., Suite 110  
Murray, UT 84107  
Attn: Agent Contracting
10.8 **Indemnity.** Agent agrees to indemnify, defend, and hold UUHIP harmless from and against any and all claims, damages, costs, losses, and expenses, including, without limitation, reasonable attorneys’ fees and costs of settlement or defense, arising out of or relating to Agent’s or its employed and/or designated agent’s negligent acts or willful misconduct with respect to its obligations under this Agreement.

10.9 **Disputes.** The parties agree to act in respect of all matters related to this Agreement in good faith. Prior to pursuing any legal remedies with regard to a dispute, the parties will meet in good faith to discuss their concerns and agree upon resolution.

10.10 **Governing Law and Venue.** This agreement shall be governed by the laws of the State of Utah without regard to its conflict of laws provisions. Venue for any action shall be in a court located in Salt Lake City, Utah.

10.11 **Titles and Headings.** Titles and headings for the paragraphs, subparagraphs or sections herein are for convenience only, are not part of this Agreement, and shall not define or limit any of this Agreement’s terms.

10.12 **Survival.** Any provisions of this Agreement which by their terms or nature are intended to survive, shall survive the expiration or termination of this Agreement for any reason, and shall be binding on and inure to the benefit of the parties hereto.

10.13 **Legal Actions against Enrollees.** Agent shall not institute legal proceedings against any applicant, Consumer or enrollee of any UUHIP Plan for any cause arising out of the business transacted under this Agreement unless UUHIP shall have been notified in writing of such action or the proposed action prior to or simultaneously with the institution of such legal proceedings. In no event shall Agent take any action against any Consumer or enrollee in an UUHIP Plan or in any way hold any Consumer or enrollee in an UUHIP Plan responsible for any Commissions due from UUHIP under this Agreement. Agent shall include a provision in any agreements with any employed and/or designated agents in connection with this Agreement that require such agents to comply with the requirements of this Section.

10.14 **Subcontractors and Delegates.** Agent may not subcontract or delegate the performance of its obligations under this agreement without the prior written consent of UUHIP. Notwithstanding any subcontracting or delegation of Agent’s obligations, Agent shall remain responsible for the performance of such obligations.

10.15 **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

10.16 **Amendment.** Except as otherwise provided herein, this Agreement only may be amended upon the written agreement of both parties, provided however, that UUHIP may unilaterally amend the Agreement at any time by providing Agent with thirty (30) days prior written notice of the Amendment.

10.17 **Counterparts and Electronic Signature.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and
the same instrument. This Agreement may be executed by facsimile or other electronic signature (as defined by applicable law) as acceptable to UUHIP. To the extent Agent is a legal entity, the individual executing this Agreement represents and warrants that he/she is duly authorized to execute this Agreement on behalf of Agent.

10.18 Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire contract between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

INTENDING TO BE BOUND, the parties have executed this Agreement as of the Effective Date.

Agent: University of Utah Health Insurance Plans

_______________________________________
(Signature)
Name: _________________________________
Title: _________________________________
Date: _________________________________

AGENT Name/Address:

________________________________________
________________________________________
________________________________________
Attachment A

Commission Schedule

Individual Major Medical

$14.95 per member per month

This will be paid for each eligible premium paying member per month. No commissions will be earned if the member portion of the premium is not paid. Commissions will only be paid on new enrollment applications and future renewals received by UUHIP during an Open Enrollment Period.
Attachment B

List of Employed and/or Designated Agents

(Only required if Agent is a legal entity)