

CAPCO Health Group

Executive Health Plans

CAPCO Health Group Inc. Producer Agreement

This Producer Agreement is made between CAPCO Health Group (hereafter “CAPCO”) with administrative offices at Brookfield Place, 161 Bay Street – 27th Floor, Toronto, Ontario, and the party named as Producer herein (“Producer”), and shall be effective as of the Effective Date set forth below. The parties agree as follows:

Relationship: The parties agree that by duly completing this Agreement, Producer accepts that Producer will act in the capacity of a sub-agent of CAPCO in its role of Parent Producer with its designated Insurers or Coverholders.

Further, the Producer acts solely as an independent contractor and for its own account, and this Agreement shall not create an employer-employee, principal-agent, master-servant, representative, profit-sharing, or joint venture relationship or partnership of any kind between or among Producer and CAPCO.

Producer License: With respect to all jurisdictions in which Producer conducts its business and that require by rule or applicable law that Producer be duly licensed as an insurance agent, agency, or broker in order to lawfully transact business as contemplated herein, Producer represents and warrants to CAPCO that it is duly licensed and will maintain such license(s) in active status and in good standing at all times this Producer Agreement is in effect. In addition, Producer agrees to furnish copies of such licenses upon request by CAPCO.

Reciprocal Indemnity: Producer agrees to indemnify and hold CAPCO or CAPCO’s directors, officers, or employees harmless from any and all claims, demands, penalties, suits, or actions and from any and all losses, costs, and expenses in connection with, arising out of, or resulting from a default in performance or negligent performance, by Producer or Producer’s directors, officers, employees, or agents, of the obligations of Producer under this Agreement. Likewise, CAPCO agrees to indemnify and hold Producer harmless from any and all claims, demands, penalties, suits, or actions and from any and all losses, costs, and expenses in connection with, arising out of, or resulting from a default in performance or negligent performance, by CAPCO or CAPCO’s directors, officers, or employees, of the obligations of CAPCO under this Agreement. In addition, Producer agrees to maintain errors and omissions insurance throughout the term of this Agreement, and provide CAPCO with proof of same.

Service: Producer agrees to (a) become fully informed as to the provisions and benefits of each Policy offered by CAPCO for which Producer solicits applications hereunder, as the same may be amended or modified from time to time by CAPCO and/or its insurers at their sole discretion; (b) represent such Policies adequately and fairly to its clients; (c) provide all usual and customary service to Policyholders in an effort to maintain in force any business placed with CAPCO.

Compliance: Producer agrees to abide by CAPCO’s administrative guidelines, including modifications and updates to products and procedures or other bulletins, from the moment released by CAPCO which shall become, for all purposes, a part of this Agreement as fully as if contained word for word herein. Producer will comply with all laws and regulations imposed by applicable regulatory and governmental authorities; will promptly notify CAPCO of any complaints, lawsuits,

orders, administrative proceedings, licensure matters, and other inquiries received from such authorities or from Policyholders relating to applications solicited and/or Policies placed by or through Producer hereunder; and will cooperate with CAPCO in making timely and appropriate responses.

Termination: This Agreement may be terminated for cause by CAPCO, immediately upon written notice to Producer, when Producer or any of Producer's employees, agents, or representatives is reasonably believed to have:

- a. misappropriated funds from any Policyholder or CAPCO;
- b. endeavored to induce CAPCO's Policyholders to relinquish or cancel Policies;
- c. interfered with the collection of any premium;
- d. engaged in fraudulent acts;
- e. been adjudged bankrupt, executed a general assignment for benefit of creditors, or committed an act of bankruptcy;
- f. otherwise acted to prejudice the interest of CAPCO.

Additionally, this Agreement will terminate as follows: (a) If Producer is not a corporation or partnership, the date of Producer's death; (b) If Producer is a corporation or partnership, the date the corporation or partnership is dissolved, or on the date of any change in ownership; (c) Immediately in the event of any order of suspension, revocation, or termination of Producer's license by any regulatory authority; or (d) Upon 30 days advance written notice, by either party for any other reason not listed above.

Upon termination of this Agreement, any indebtedness then owed by either party to the other will become immediately due and payable; however, if this Agreement is terminated for cause, no compensation, including commissions on premiums received, shall thereafter be payable to Producer by CAPCO, regardless of stipulations within the Compensation Schedule (s) that would otherwise consider the compensation vested and payable.

Signature of Producer:

By: _____ Date: _____
(Authorized Signature)

(Printed Name and Title)

HCC Medical Insurance Services, LLC Producer Agreement

This Producer Agreement is made between HCC Medical Insurance Services, LLC (hereafter “HCCMIS”) with administrative offices at 251 North Illinois Street, Suite 600, Indianapolis, IN 46204, and the party named as Producer herein (“Producer”), and shall be effective as of the Effective Date set forth below. The parties agree as follows:

Producer License: With respect to all jurisdictions in which Producer conducts its business and that require by rule or applicable law that Producer be duly licensed as an insurance agent, agency, or broker in order to lawfully transact business as contemplated herein, Producer represents and warrants to HCCMIS that it is duly licensed and will maintain such license(s) in active status and in good standing at all times this Producer Agreement is in effect. In addition, Producer agrees to furnish copies of such licenses upon request by HCCMIS.

Authority: HCCMIS authorizes Producer to (a) obtain applications for insurance policies and/or certificates (“Policies”) and submit same to HCCMIS for consideration; (b) collect and remit initial required premiums to HCCMIS; (c) deliver Policies issued by HCCMIS to accepted applicants, if so requested by HCCMIS.

Limitation of Authority: It is understood and agreed that Producer and its employees, agents, and representatives shall have no authority to, and shall not under any circumstances: (a) accept risks, pass upon insurability, or bind HCCMIS in any way; (b) make or modify Policies on behalf of HCCMIS or waive any of HCCMIS’s rights or requirements; (c) collect or receive premiums or renewal premiums on Policies other than the initial required premium; (d) endorse, cash, or deposit any checks or drafts payable to HCCMIS; (e) open any bank account or trust account on behalf of, for the benefit of, or containing the name of HCCMIS; (f) advertise or publish any matter or thing that uses any of the names, product names, trademarks, service marks, registered marks, designs, or logos of HCCMIS, its insurers or their respective subsidiaries, affiliates, or related companies without the express prior written consent of HCCMIS (granted or withheld at its sole discretion); (g) directly or indirectly induce, cause, or endeavor to induce or cause any Agent, General Agent, Managing General Agent, or other producer or broker independently contracted with HCCMIS to terminate, default under, breach, or alter its producer contract with HCCMIS; or induce, cause or endeavor to induce or cause any Policyholder to cancel, replace or lapse a Policy; or (h) do or perform any act or thing other than those expressly authorized herein.

Relationship: The parties agree that Producer acts solely as an independent contractor and for its own account, and this Agreement shall not create an employer-employee, principal-agent, master-servant, representative, profit-sharing, or joint venture relationship or partnership of any kind between or among Producer (or any Sub-Producer) and HCCMIS or its insurers.

Reciprocal Indemnity: Producer agrees to indemnify and hold HCCMIS and its insurers harmless from any and all claims, demands, penalties, suits, or actions and from any and all losses, costs, and expenses in connection with, arising out of, or resulting from a default in performance or negligent performance, by Producer or Producer’s directors, officers, employees, or agents, of the obligations of Producer under this Agreement. Likewise, HCCMIS agrees to indemnify and hold Producer harmless from any and all claims, demands, penalties, suits, or actions and from any and all losses, costs, and expenses in connection with, arising out of, or resulting from a default in performance or negligent performance, by HCCMIS or HCCMIS’s directors, officers, or employees, of the obligations of HCCMIS under this Agreement. In addition, Producer agrees to maintain errors and omissions insurance throughout the term of this Agreement, and provide HCCMIS with proof of same.

Service: Producer agrees to (a) become fully informed as to the provisions and benefits of each Policy offered by HCCMIS for which Producer solicits applications hereunder, as the same may be amended or modified from time to time by HCCMIS and/or its insurers at their sole discretion; (b) represent such Policies adequately and fairly to its clients; (c) provide all usual and customary service to Policyholders in an effort to maintain in force any business placed with HCCMIS.

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Compliance: Producer agrees to abide by HCCMIS's administrative guidelines, including modifications and updates to products and procedures or other bulletins, from the moment released by HCCMIS which shall become, for all purposes, a part of this Agreement as fully as if contained word for word herein. Producer will comply with all laws and regulations imposed by applicable regulatory and governmental authorities; will promptly notify HCCMIS of any complaints, lawsuits, orders, administrative proceedings, licensure matters, and other inquiries received from such authorities or from Policyholders relating to applications solicited and/or Policies placed by or through Producer hereunder; and will cooperate with HCCMIS in making timely and appropriate responses.

Compensation: HCCMIS agrees to pay commissions, as provided in the Compensation Schedule(s) incorporated herein, upon any premiums received by HCCMIS for Policies issued on applications submitted by Producer under this Agreement and accepted by HCCMIS. Commissions shall be considered payment in full for all services performed and expenses incurred by Producer and will be subject to charge-back and/or reimbursement with respect to any Policy subsequently rescinded, replaced, or canceled. The Compensation Schedule(s) attached, or which may hereafter be added, is incorporated herein and made a part of this Agreement. HCCMIS reserves the right to change such Compensation Schedules(s) at any time upon written notice to Producer; however, no such change shall be applicable to Policies for which HCCMIS has accepted premium prior to the effective date of such change.

Accounting: HCCMIS will provide Producer a monthly statement of all compensation becoming due and payable since the date of the previous monthly statement. In the event HCCMIS refunds any Policyholder's premium for which commission has been paid to Producer, Producer shall promptly refund its compensation attributable to such refunded premium to HCCMIS. HCCMIS is entitled to offset any unpaid amount from Producer's unpaid or future compensation.

Termination: This Agreement may be terminated for cause by HCCMIS, immediately upon written notice to Producer, when Producer or any of Producer's employees, agents, or representatives is reasonably believed to have:

- a. misappropriated funds from any Policyholder or HCCMIS;
- b. endeavored to induce HCCMIS's Policyholders to relinquish or cancel Policies;
- c. interfered with the collection of any premium;
- d. engaged in fraudulent acts;
- e. been adjudged bankrupt, executed a general assignment for benefit of creditors, or committed an act of bankruptcy;
- f. otherwise acted to prejudice the interest of HCCMIS.

Additionally, this Agreement will terminate as follows: (a) If Producer is not a corporation or partnership, the date of Producer's death; (b) If Producer is a corporation or partnership, the date the corporation or partnership is dissolved, or on the date of any change in ownership; (c) Immediately in the event of any order of suspension, revocation, or termination of Producer's license by any regulatory authority; or (d) Upon 30 days advance written notice, by either party for any other reason not listed above.

Upon termination of this Agreement, any indebtedness then owed by either party to the other will become immediately due and payable; however, if this Agreement is terminated for cause, no compensation, including commissions on premiums received, shall thereafter be payable to Producer by HCCMIS, regardless of stipulations within the Compensation Schedule (s) that would otherwise consider the compensation vested and payable.

Miscellaneous: This Agreement is the entire agreement between the parties. This Agreement shall not be assigned without the prior written consent of HCCMIS. No amendment of this Agreement shall be valid unless in writing, signed by HCCMIS. HCCMIS's election not to enforce any provision of this Agreement, arising from wrong-doing or failure by Producer, is neither a waiver nor a reduction of rights. All provisions herein shall be enforceable in any subsequent case of wrong-doing or failure by Producer. Any written notice required under this Agreement shall be complete upon the submission of said notice to the United States Postal Service, addressed to Producer at Producer's last known address, postage prepaid, or to HCCMIS's administrative office mentioned herein. This Agreement shall be construed in accordance with the laws of the state of Indiana exclusive of choice of laws provisions. Any disputes involving this Agreement shall be resolved by binding arbitration under the rules of the American Arbitration Association with all proceedings to be held in Indianapolis, Indiana.

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Please complete the following information. This Agreement is not valid or effective until signed by an authorized representative of HCCMIS.

1. Full Legal Name of Producer / Agency who will be contractually bound and to whom commission will be paid under this Agreement: _____

2. If Agency, please provide name of contact person: _____

3. Address (include street address, city, state, country, and postal code):

Physical Address	Mailing Address
_____	_____
_____	_____
_____	_____

5. Telephone Number: _____ Fax Number: _____

6. Email Address: _____

7. Website address: _____

8. Producer's Social Insurance Number or Agency's Federal Employer Tax ID Number: _____

9. Producers / Agencies in the US must attach copies of your resident and all nonresident licenses and W-9.

10. I hereby certify that I have read the HCC Medical Insurance Services, LLC Producer Agreement and agree to abide by the provisions of this contract.

Signature of Producer:

By: _____ Date: _____
(Authorized Signature)

(Printed Name and Title)

FOR OVERRIDING PRODUCER USE ONLY

This Producer is a Sub-Producer for: CAPCO Health Group

Parent Producer Contract Number: 22234 _____

Parent Producer Name: Ernest Gershon of CAPCO Health Group _____

Parent Producer Phone: 1-888-775-5757 _____

Parent Producer Address: 161 Bay Street, 27th Floor, Toronto, ON M5J 2S1, Canada

FOR OFFICE USE ONLY

HCC Medical Insurance Services, LLC

By: _____ Date: _____
(Authorized Signature)

Producer Contract Number: _____

Effective Date of Producer Agreement: _____

Compensation Schedule

- 1. Contract: Attaching to and forming part of PRODUCER AGREEMENT
- 2. Effective Date: Effective Date of PRODUCER AGREEMENT
- 2. Schedule: Commissions equal to the percentages shown shall apply to premiums received on Policies placed in force under this PRODUCER AGREEMENT, excluding applicable taxes, if any*:

Product	Commission % - First Year	Commission % - Renewal Years
Executive Health Options (CitizenSecure SM)		
ICE (CitizenSecure SM Economy)		
Group Executive Health (HCCMIS Group Benefit Plan)		
Atlas Series / StudentSecure SM		

SIGNATURE OF PRODUCER: _____

DATE SIGNED: _____

* The following Commission calculation is used:
Gross Premium x Commission % = Gross Commission
(less any charge-backs due to early cancellation).

ATTACH COPIES OF AGENT / BROKER INSURANCE LICENSES & AGENT'S E&O

Be sure you have initialled pages 1 and 2 of the HCCMIS contract.
Be sure you have signed

- 1) The CAPCO Producer Agreement
- 2) The HCCMIS Producer Agreement,
- 3) The Compensation schedule on this page.

And initialled in 2 places

**FAX COMPLETED FORMS (6 pages) to CAPCO Health Group : (416) 352-0047 or
EMAIL to executivehealth@capco.ca**