

**EMPOWER BROKERAGE
CARE IMPROVEMENT PLUS
BROKER AGREEMENT**

This Broker Agreement (hereinafter referred to as the "Agreement"), is executed this _____ day of, _____ 2008 by and between Empower Brokerage, Inc. hereinafter referred to as "Company" and _____ of _____, hereinafter referred to as "Broker".

NOW, THEREFORE, for and in consideration of these premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. PURPOSE. Care Improvement Plus is authorized by the Centers for Medicare & Medicaid Services ("CMS") to offer Medicare Advantage health plans and Company desires to engage the services of Broker to market and sell the Medicare Products as defined below.

2. DEFINITIONS. The following terms shall have the meanings as set forth below.

- A. "Individual" means a Medicare beneficiary who meets the eligibility criteria for enrollment in Care Improvement Plus hereinafter also referred to as "CIP" Medicare Product, which criteria have been approved by CMS.
- B. "Medicare Product" means one or more Medicare Advantage plans, offered by CIP to Individuals pursuant to Company's contract with CMS.
- C. "Medicare Enrollee" means an Individual who is enrolled in CIP's Medicare Product according to CMS's records and for whom CMS has paid CIP the applicable monthly payment amount.
- D. "Service Area" means each of the respective states or counties within states as identified on **Schedule A**, for which Care Improvement Plus is approved by CMS to offer to Individuals each of its Medicare Products and in which Broker is duly licensed and in good standing to conduct business.

3. BROKER'S GENERAL RESPONSIBILITIES.

- A. If CIP decides to appoint and Broker hereby accepts appointment by CIP to market the Medicare Products in the Service Area in accordance with the terms and conditions of this Agreement to the extent allowed by law. Nothing precludes CIP from appointing others for the purposes of marketing and selling CIP's Products.
- B. Broker acknowledges and agrees that it will perform all services hereunder in accordance with the highest ethical standards relating to broker services

including, without limitation, being fully familiar with the Medicare Products and related underwriting guidelines.

- C. Broker acknowledges that the enrollment of Individuals in CIP's Medicare Advantage health plans shall be subject to telephonic verification and that no enrollment applications shall be processed without a verification code that indicates that verification has been completed.
- D. Any and all marketing materials, including solicitation letters, brochures, magazines or news articles concerning the Medicare Products prepared by Broker shall be approved in writing by CIP before such materials are distributed. Unless otherwise agreed to by the Parties, the costs of preparation and distribution of such materials shall be borne by the Party preparing them.
- E. Broker shall not employ or make use of any advertisement or material in which the Care Improvement Plus or Empower Brokerage name and/or corporate symbols are contained without the prior express written consent of Company and CIP. Upon termination of this Agreement, Broker shall cease to use Company's and CIP's name, symbol, trademarks, service marks and/or any other proprietary designation in any of its activities and shall promptly return to Company all documents, materials, forms and items furnished in connection with this Agreement and the marketing and sale of the Medicare Products, with the exception of records that must be maintained by Broker pursuant to applicable law or regulation.
- F. Broker shall not make any representations with respect to Medicare Products except as may be contained in the written materials approved by or prepared and furnished by CIP, and shall make no oral or written alteration, modification or waiver of any of the terms or conditions of the Medicare Products.
- G. Broker acknowledges and agrees that it has no authority to offer a contract to any individual without the prior approval of CIP. Contracts may be approved only by CIP, in its sole discretion, based on the criteria established by CIP. For purposes of this Paragraph F, reference to the term "contract" does not include the CMS approved CIP Enrollment Form.
- H. Broker acknowledges and agrees that it has no authority to sign any agreement or contract (including contracts subject to this Agreement) on behalf of CIP or Empower Brokerage. For purposes of this Paragraph G, reference to the term "contract" does not include the CMS approved CIP Enrollment Form.
- I. Broker shall keep full and complete records of all transactions pertaining to this Agreement and any and all other records pertaining to enrollments submitted and accepted

hereunder and any and all other records that may be required by any governmental entity or Regulatory Agency in connection with Broker's relationship with the CIP, its enrollees, and the public. Broker shall preserve all books and records for a period of not less than 6 years or such longer period as required by law and will make such documents, records and information available to CIP, Company, and or a governmental entity or regulatory agency on request. This provision shall survive the termination of this Agreement.

- J. Broker acknowledges and agrees that, in order to render or to continue to render services pursuant to this Agreement, Broker must comply with all of CIP's and Company's requirements for broker affiliation.
- K. Broker agrees to provide CIP, upon request, with any and all information relating to Broker's arrangement(s) with individuals that are applying for or receiving coverage from CIP pursuant to a contract.
- L. Broker shall submit to CIP and Company such reports as may be required from time to time by CIP and Company relating to the services provided by Broker under this Agreement.
- M. This paragraph shall apply if Broker is a business entity and not an individual. Broker shall provide CIP and Company with a list of any individual agents or brokers employed by or under contract with Broker who may provide services contemplated by this Agreement on behalf of Broker. Broker shall provide CIP and Company with an updated list as changes occur. Broker agrees to the following with respect to such persons:
 - (1) Broker warrants and represents that any individual employed by or contracted with Broker and who performs or may perform services pursuant to this Agreement is and shall remain duly licensed in accordance with applicable law. Broker shall require each such person to abide by the terms of this Agreement.
 - (2) Upon request from CIP or Company, Broker shall provide requesting party with evidence of such persons' employment or contractual arrangement as well as current insurance coverage.
 - (3) Broker shall ensure that all individuals employed by or contracted with Broker who will perform services subject to this Agreement shall submit to CIP's credentialing and certification process before such individuals perform services under this Agreement.
 - (4) Broker shall oversee the activities of its employees and contractors in accordance with CIP requirements. Broker shall notify CIP and Company immediately in the event that any person employed by or under contract with Broker has his/her license suspended, terminated or revoked; is excluded from the Medicare program; is otherwise subject to disciplinary action or investigation under state or federal law; or has or may have violated this Agreement. Broker agrees to terminate any person's provision of services under this Agreement

immediately upon discovering that the person's license has been suspended, terminated or revoked, or upon receipt of a written request from CIP.

(5) Upon request from CIP and in the CIP's sole discretion, Broker shall terminate any agent's provision of services under this Agreement.

N. Broker shall protect the confidentiality and proprietary nature of leads generated by CIP and shall use such leads only to recruit Medicare Enrollees for CIP.

4. **ACCOUNT SUPPORT SERVICES**

Broker shall perform the administrative functions listed in this Section on behalf of CIP and shall be compensated for those services at the level and manner provided in this Agreement. Broker shall perform such services based on its understanding that CIP is relying on Broker to perform them, and that in providing such services, CIP's own administrative expenses will be reduced.

A. Administration

Broker shall use CIP's enrollment applications and other forms in connection with the Medicare Product. Broker agrees to diligently and to the best of Broker's ability ensure that the facts set forth by an applicant in the enrollment application are true and correct. Broker shall fully inform each applicant that CIP will rely solely upon these representations in rejecting, conditionally accepting or enrolling applicant that the subsequent discovery by CIP of material facts known by applicant and either not disclosed or misrepresented on the application may result in the rescission or cancellation by CIP of coverage. Broker shall receive all enrollment applications directly from prospective Individuals, and shall initially verify any such forms received for their completeness and accuracy within two (2) business days of receipt. After verification, Broker shall promptly forward all completed applications to CIP for processing. Broker understands and agrees that coverage under CIP's Medicare Product cannot be effective any sooner than after receipt and approval from CMS of the enrollment application.

An enrollment shall only be effective on the day designated by CMS. CIP shall confirm the date of eligibility of each Medicare Enrollee upon Broker's request. However, CIP shall not have any responsibility or liability to Broker for failure of CMS to maintain or provide accurate or timely eligibility information.

Account Support Services

- C. Broker shall serve as a resource to individuals and shall provide information and support to those individuals concerning the Medicare Products, including, but not limited to, the following:
- 1) responding to inquiries from individuals concerning benefits, whether such inquiries are made in person, by telephone or via correspondence; and
 - 2) making presentations regarding the Medicare Products, and providing such other information, as an individual may require for marketing to or servicing the enrolled individual.

Notwithstanding the above, Broker agrees to record, date, time-stamp and forward all non-routine requests received from individuals to CIP. Broker agrees to promptly forward to CIP any information from Individuals received by Broker that is or reasonably may be relevant to a Medicare Enrollee's eligibility or coverage status. Broker further agrees to promptly forward to CIP full particulars of all inquiries and other relevant correspondence received by Broker from Individuals.

5. **LICENSES; TAXES; INSURANCE.**

- A. Broker represents and warrants that Broker has all licenses (including certifications and registrations) required by applicable law to perform the services contracted for by CIP. Broker shall maintain any such required licensure at Broker's sole cost and expense. Broker represents that Broker 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 or in connection with the performance of any functions under this Agreement. Broker shall immediately notify Company and CIP of a termination, suspension or expiration of any license of Broker issued in connection with the performance of any functions under this Agreement. In addition, Broker shall promptly notify Company and CIP of the institution of any regulatory investigation of or disciplinary proceedings against Broker relating to any license issued to Broker by any regulatory agency or any violation of insurance consumer protection or other laws or regulations. Broker shall provide Company and CIP with evidence of Broker's current licensure and the insurance coverage required under this Agreement.
- B. Broker shall, at all times during the term of this Agreement, maintain Errors and Omissions Insurance in amounts consistent with industry standards, but at no time less than \$1,000,000 per occurrence and \$1,000,000 aggregate limit. Broker shall name Company and CIP as an additional insured on such policy and request notice to Company and CIP by the insurer of any reduction, modification, cancellation or termination thereof. Broker shall provide evidence to Company and CIP that

such coverage is in force prior to the execution hereof, and from time to time upon Company's request. Broker shall notify Company immediately if such insurance is or will be reduced, modified, canceled or terminated.

- C. Broker will pay all license, income, self-employment, unemployment and any and all other taxes, fees and levies upon its respective business as required by applicable law. Broker shall and hereby does indemnify and save harmless Company and CIP from all liability attaching to Company or CIP as a result of Broker's failure or refusal to comply with this Section 5.

6. COMPLIANCE.

- A. Broker agrees to abide by and comply with all applicable state and federal laws, regulations and guidelines in performing Broker's services. These include laws, regulations and guidelines promulgated by the state departments of insurance in which Broker conducts business, and CMS (collectively, "Regulatory Agencies") governing all aspects of the sales, marketing, service and enrollment activities of CIP, and all federal health care laws (including civil monetary penalty laws). Broker also agrees to abide by and comply with CMS marketing requirements applicable to the Medicare Products including, but not limited to, the CMS Marketing Guidelines.

- B. Broker shall comply with the CIP Medicare Sales and Marketing Guidelines as amended from time to time. Broker shall comply with all of the rules, regulations and requirements contained in CIP's Broker Manual as may be amended from time to time. Broker agrees to participate in and cooperate with CIP's on-going specific education and training programs for its MA Plan and the Medicare Products.

- C. CIP or Company shall not be liable for any commissions, expenses, costs or damages resulting from its failure or refusal to accept a potential individual or issue a particular Contract solicited by Broker, regardless of the reason or cause for such failure or refusal.

7. COMPENSATION.

- A. Company shall pay Broker monthly commissions in accordance with the terms set forth in **Producer's Commission Schedule** referred to as Schedule B to this Agreement, for each Individual enrolled in CIP's MA Plan as confirmed by CMS, only if: (i) this Agreement is in effect; and (ii) the Individual was enrolled as a result of the Broker's activities under this Agreement.
- B. In the event that an Individual terminates all or any part of its health benefits coverage with CIP, no future commissions or fees will be payable by

Company under this Agreement with respect to the portion of the Individual's coverage that was terminated.

- C. CIP shall have the right to discontinue or alter the health benefits coverage provided under a contract issued to an Individual in accordance with the terms of such contract. If CIP terminates, rescinds, or otherwise cancels a contract with an Individual, and is thereby obligated to refund premium paid in respect of that contract, Broker shall repay to Company, immediately upon demand, the amount of all commissions and fees that it has received pro rata according to the ratio of returned premium to total premium for the contract. If Broker does not repay such commissions immediately upon demand, Company shall have the right to: (i) offset the amount to be refunded against any future commission payments due under this Agreement; and (ii) terminate this Agreement, effective immediately. Company shall also have the right to pursue any and all rights and remedies it may have at law or equity.
- D. Broker agrees that under no circumstances may Broker give any part of compensation received by Broker for the sale of the Medicare Products to any Individual or to any other third party who assisted Broker in making a sale who is not licensed or otherwise eligible under applicable law to receive such compensation. Broker acknowledges and agrees that Company and CIP do not pay split commissions.
- E. Broker agrees that CIP shall have full control of and discretion as to the collection, adjustment or compromise of any or all CMS payments. If CIP, for any reason, refunds any CMS payment for which Broker would otherwise be entitled to compensation under this Agreement, Broker shall lose all right to compensation on said payment, and shall pay to Company upon demand any amounts previously received by Broker as compensation on said CMS payment.
- F. Broker shall be solely responsible for all expenses incurred by Broker in the performance of this Agreement unless Company notifies Broker in advance in writing that Company will reimburse Broker for specifically identified expenses.
- G. Company reserves the right to offset against any commissions owed to Broker related to any product any amounts Broker owes to Company.
- H. Broker agrees that in no event, including, but not limited to, nonpayment by Company or CIP or the insolvency or breach of this Agreement by Company or CIP, shall Broker bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Medicare Enrollee or other person, other than CIP, acting on a Medicare Enrollee's behalf, for payments that are the financial responsibility of CIP or Company under the Agreement.
- I. Broker acknowledges that payments it receives from Company are, in whole or in part, from federal funds.

J. Broker acknowledges that commissions are paid to Broker by Empower Brokerage after receipt from CIP on an advance basis. However, initial commissions are not earned until enrollment remains in effect for three full calendar months. If the enrollment is cancelled or a dis-enrollment occurs during this time, commission will not be earned and any advanced commission will be charged back to the producer. Broker acknowledges that Company or CIP has the right, at any time, to increase or decrease the commissions payable on any enrollment to be issued by the Medicare Advantage Plan by delivering to you (30) days written notice of the increase or decrease. Broker acknowledges that if for any reason CIP fails to pay Company any commissions due on Broker's enrollments that Company is in turn relieved from payment of commissions for enrollments to Broker.

K. If Broker becomes inactive for a period of 90 days then Broker agrees to pay Company interest on the un-paid balance of any indebtedness at a rate established from time to time by Company which will not exceed 1 ½ percent per month, or the maximum legal rate of interest under applicable Federal and State law, whichever is less.

8. AUDITS AND RECORDKEEPING

- A. CIP shall have the right to audit and copy all relevant books and records of Broker at any time. Broker shall reimburse CIP for the expenses of any audit conducted as a result of Broker's misconduct, fraud or intentional misrepresentation of CIP and/or the Medicare Products.
- B. Broker and its employees and affiliates shall make available to CIP and Company immediately upon request and permit CIP or Company to copy all relevant files and business records maintained by Broker in respect of this Agreement, the Medicare Products, and all brokerage activities undertaken pursuant to this Agreement.
- C. Broker agrees that CIP, the Department of Health and Human Services (HHS), CMS, Comptroller General, the General Accounting Office (GAO), or their designees shall have the right to inspect, review and make copies of, any books, contracts and other records maintained by Broker pertaining to services rendered under this Agreement. CIP or its designee shall have the right to conduct periodic audits of such records. The right to inspect, evaluate and audit any books, contracts and other records maintained by Broker and CIP shall extend through 10 years from the end of the final date of this Agreement or from the date of completion of any audit, whichever is later, unless (i) CMS determines there is a special need to retain a particular record or group or records for a longer period and notifies Broker at least 25 days before the final disposition date; or (ii) there has been a termination, dispute or allegation of fraud or similar fault in which case, the retention may be extended to six years from the date of any resulting final resolution of the termination, dispute, fraud or similar fault.
- D. Broker will maintain timely and accurate records related to services rendered by under this Agreement. Unless a longer time period is required by applicable statutes or regulations, Broker shall maintain such records for ten (10) years from the date such records were created.

9. TERM and TERMINATION

- A. The term of this Agreement shall be one year, commencing on **January 1, 2008 and ending on December 31, 2008**. This Agreement shall automatically renew for successive one year terms unless: (i) either Party provides written notice of its intention not to renew at least sixty (60) days prior to the expiration of the then-existing term; or (ii) the Agreement is terminated in accordance with the provisions set forth below.
- B. This Agreement may be terminated without prejudice to any other right or remedy available to the Party:

1. by either Party, at anytime, without cause, upon ninety (90) days written notice;
 2. by either Party upon thirty (30) days written notice in the event that the other Party has failed to comply with any material term, condition or obligation of this Agreement, and such Party subsequently has failed to undertake substantial efforts to remedy the default within fifteen (15) days after the non-defaulting Party shall have given written notice thereof to the non-performing Party, or within such other longer period of time as in the opinion of the non-defaulting Party shall be reasonable under the circumstances.
 3. immediately upon determination by a court of law or administrative body having jurisdiction over the Parties that the performance of obligations or the exercise of rights hereunder is illegal, or violates any law or regulation which may be enacted subsequent to the date hereof or any interpretation of any existing law or regulation, or violates any existing agreement with a third party or any rule or guideline promulgated pursuant to such agreement, and such disability renders the performance of the Agreement impossible. No right to terminate this Agreement shall arise under this subsection unless and until the Party desiring such termination shall make all reasonable efforts to cure the illegality or violation in question and to suggest reasonable and appropriate amendments or modifications to this Agreement so as to permit performance hereunder without effecting the illegality or violation in question.
 4. by either Party, immediately upon written notice, if the other Party is unable to pay its debts, files or has filed against it a petition in bankruptcy, commences or has commenced against it any other insolvency proceedings which are not dismissed within forty-five (45) days or seeks reorganization or an arrangement with creditors.
 5. by Company immediately upon notice that Broker's license is suspended, terminated or expired or that there has been a material change in Broker's errors and omissions insurance coverage.
 6. by Company or CIP if Broker violates, in the opinion of CIP or Company, or is accused in writing of violating, in the opinion of a Regulatory Agency, any law or regulation applicable to Broker including, but not limited to, any CMS requirement applicable to CIP or the Medicare Products.
- C. Termination shall not be effective as to commissions payable for Contracts issued prior to the termination date. Obligations of the Parties under this Agreement shall continue with respect to each Contract issued prior to termination and Company shall pay Broker commissions on Contracts in effect for the maximum period as specified on Schedule B. Following termination of this Agreement,

Broker will cooperate with Company to enable Company, or its designee, to assume responsibility for Contracts independent of Broker.

- D. Neither Party shall be liable to the other by reason of the expiration or termination of this Agreement or its non-renewal, provided, however, that the termination of this Agreement shall not affect the obligations of either party to the other with respect to any obligations arising prior to termination of this Agreement.
- E. In the event of termination or notice of termination of this Agreement, the parties agree that they will not thereafter make any written or oral statements or communications to Medicare Enrollees that disparage or criticize the other party or the quality of services provided thereby.

10. INDEMNIFICATION.

Broker shall indemnify, defend and hold Company and CIP and its directors, officers, employees, agents, independent contractors and affiliated companies harmless from and against any and all claims, suits, demands, liabilities, costs, damages and expenses whatsoever, including reasonable attorney's fees, arising from or related in any way to: (i) any and all services rendered hereunder by Broker, its employees, agents, or independent contractors, or any omission with respect to such services; (ii) any unauthorized warranties made by Broker, its employees, agents, or independent contractors with respect to Medicare Products, whether express or implied; (iii) any breach by Broker, its employees, agents, or independent contractors of their agreements, obligations, representations and warranties hereunder; and (iv) any violation by Broker, its employees, agents, or independent contractors of federal, state or local laws or regulations or other requirements. Without limiting the generality of the foregoing, Broker further agrees to reimburse Company for any expenses which it may incur in enforcing Broker's obligations hereunder, including but not limited to court costs and attorney's fees. The obligations of Broker to indemnify the Company shall survive the termination of the Agreement.

11. CONFIDENTIALITY; PROPRIETARY INFORMATION.

- A. During the term of this Agreement and in the course of Broker's performance hereunder, Broker may receive and otherwise be exposed to certain confidential and proprietary information relating to Company's or CIP's business practices, strategies, and technologies (collectively referred to hereafter as "Confidential Information"). Confidential Information shall also include, but not be limited to, information related to marketing and customer support strategies; Company's financial information, including sales, costs, profits and pricing methods; Company's internal organization, employee lists and Medicare Enrollee lists; and information of third parties as to which Company or CIP has an obligation of confidentiality.

- B. Broker acknowledges the confidential and secret character of all Confidential Information that Broker may have access to or become acquainted with, and agrees that all such Confidential Information is the sole, exclusive, and extremely valuable property of Company and CIP. Accordingly, Broker agrees not to circulate, otherwise share, distribute or reproduce any of the Confidential Information without Company's and CIP's prior written consent; Broker will not use the information except in the performance of the Agreement, and Broker will not divulge all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement. Upon termination of this Agreement for any reason, including expiration of the term of this Agreement, Broker agrees to cease using and to return all whole and partial copies and excerpts, derivatives, summaries, or analyses of the Confidential Information, whether in Broker's possession or under Broker's direct or indirect control.
- C. Broker acknowledges that Medicare Enrollee medical and nonpublic personal financial information shall remain the property of CIP, shall be deemed confidential, and shall not be disclosed or removed from CIP facilities without the express prior written consent of CIP.
- D. Broker is a Business Associate of Company pursuant to the privacy regulations under the Health Insurance Portability and Accountability Act. The terms of such Business Associate relationship are set forth on **Exhibit 1** to this Agreement.
- E. This Section 11 shall survive the termination of this Agreement for any reason.
- F. Each Party recognizes that any breach or violation of this section may result in irreparable harm to the non-breaching party, and each Party agrees that, in addition to any and all other remedies available, the non-breaching party shall be entitled to an injunction restraining the breaching party and any related person(s) from violating this section.

12. **NOTICES.**

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent via telecopy, overnight courier or certified mail, return receipt requested, to the Parties at the addresses set forth below:

to CIP at:

Care Improvement Plus Management Group
351 W. Camden Street, Suite 100
Baltimore, Maryland 21201
Attn: John Van Wart

to Company At:

Empower Brokerage, Inc.
6030 Lake Worth Blvd.
Fort Worth, Texas 76135
Attn: Rodney Culp

and to Broker at:

Notice shall be effective: (i) in the case of telecopy, when sent; (ii) in the case of overnight courier service, on the next business day after the notice is sent; and (iii) in the case of certified mail, three (3) days after the letter is deposited, postage prepaid, in a United States post office depository.

13. MISCELLANEOUS.

- A. All printed materials, applications, sales literature and other written material which CIP or Company may furnish to Broker and which Broker may furnish to its employees shall remain the property of CIP and Company, subject at all times to its control, and Broker shall return all such materials to Company immediately upon request.
- B. Broker hereby represents, warrants and covenants to Company as follows:
 - 1. There is no restriction or limitation, by reason of any law, regulation, contract, agreement or otherwise, upon Broker's right or ability to enter into this Agreement or to fulfill its obligations hereunder.
 - 2. Broker is in compliance with and will continue to comply with all applicable statutory and regulatory requirements, including but without limitation, licenses, certificates and permits required by the state in which it is conducting business pursuant to this Agreement. Broker hereby assumes responsibility for any failure to comply with these requirements, including payment of fines. Broker shall immediately notify CIP and Company of any loss or suspension of its license. Broker shall immediately notify CIP and Company of any criminal, civil or administrative Action involving Broker.
 - 3. Broker has never suffered any loss, suspension or termination of

any license issued by a federal, state or local governmental authority in connection with the sale of any type of accident and health insurance; and Broker has never suffered suspension or termination of the right to represent an insurance company for cause other than normal expiration of an agreement.

- C. This Agreement shall be governed, construed and enforced in accordance with the laws of the State Texas. In the event that one or more of the provisions herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforcement of the remaining provisions shall not be affected or impaired.
- D. Company reserves the right to assign, delegate, subcontract, or otherwise transfer its rights, obligations and/or interests under this Agreement to any parent, subsidiary or affiliate of Company or to any company which is the success to all or substantially all of the business of Company, without the consent of the other party. Broker shall not assign, sell or transfer this Agreement or any interest herein without the prior written consent of Company, and any unauthorized assignment or transfer of this Agreement or any interest therein shall be null and void.
- E. No failure to exercise, and no delay in exercising, on the part of either Party, any right, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided for herein are cumulative and not exclusive of any rights or remedies provided by law.
- F. This Agreement, the Schedules and the Exhibit attached hereto contain the entire agreement and understanding between and among the parties hereto and supersede all prior agreements and understandings relating to the subject matter of this Agreement. No amendment or modification of this Agreement shall be effective unless it is in writing and signed by the party to be bound. Notwithstanding the foregoing, Broker agrees that Company shall have the right to amend any commission or bonus schedule, including Producer's Commission Schedule hereto upon at least thirty (30) days prior written notice to Broker. Such amendment shall become effective at the end of the thirty (30) day notice period unless a later effective date is specified in the notice or Broker provides Company with thirty (30) days prior written notice of termination of this Agreement by Broker.
- Notwithstanding anything to the contrary in the above, any amended Commission Schedules shall apply prospectively only to new Individual policy applications submitted to the Company by Broker after the effective date of the amendment. Commissions for Individual policies issued prior to the effective date of any amended **Schedule B** shall be governed by the Broker Agreement and **Schedule B** in effect at the time of issuance of said Individual policies.
- G. It is understood and agreed that neither Party shall have any authority to make any representation, warranty or binding commitment on behalf of the other Party. Company

and Broker are independent contractors contracting with each other for the purpose of effecting the provisions of the Agreement. Neither the relationship of the Parties nor their performance of any obligations under this Agreement shall render the Parties partners or joint ventures. As an independent contractor, Broker understands and acknowledges that Broker has no authority under this Agreement to:

- i. Make any representations with respect to Company's Medicare Products except as may be explicitly set forth in materials prepared and provided to Broker by Company;
- ii. Make any oral or written amendments, alterations, modifications or waivers of any of the terms or conditions applicable to any of Company's Medicare Products; or
- iii. Bind or attempt to bind Company in any way except as expressly stated herein.

H. Broker agrees to immediately forward to CIP all claims, complaints or demands of any kind or nature received by Broker in respect of CIP's business or any contract, including but without limitation, all consumer complaints, regulatory inquiries and legal process concerning or against Company or CIP that is served upon or received by Broker.

I. The headings of sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

J. The parties agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement. Such good faith meet and confer shall be a condition precedent to the filing of any arbitration demand by either party.

The parties further agree that any controversy or claim arising out of, or relating to this Agreement, or the breach thereof, whether involving a claim in tort, contract, or otherwise, shall be settled by final and binding arbitration, upon the motion of either party, for arbitration under the appropriate rules of the AAA. The arbitration shall be conducted in Fort Worth, Texas by a single neutral arbitrator who is licensed to practice law. The written demand shall contain a detailed statement of the matter and facts and include copies of all related documents supporting the demand.

All such arbitration proceedings shall be administered in accordance with rules of the AAA. The parties agree that the decision of the arbitrator shall be final and binding as to each of them. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall have no authority to award punitive damages or to add to, modify, or refuse to enforce any agreement between the parties. The arbitrator shall make written findings of fact and conclusions of law and shall have no authority to make any award which could not have been made by a court of law. The party against whom the award is rendered shall pay any monetary award and/or comply with any other order of the arbitrator within sixty (60) days of the entry of judgment on the award. The parties waive their right to a jury or court trial.

In all cases submitted to arbitration, the parties agree to share equally in paying the administrative fee as well as the arbitrator's fee, if any, unless otherwise assessed by the arbitrator. The filing fees shall be advanced by the initiating party subject to final apportionment by the arbitrator in an award.

- K. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants, and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

- L. To the extent that Broker performs its obligations through subcontracts; such subcontractors shall be subject to the prior approval of Company.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

Broker

By: _____

Printed Name: _____

Date: _____

Empower Brokerage, Inc.

By: _____

Rodney Culp
President

Date: _____

SCHEDULE A

SERVICE AREAS

Arkansas

Georgia

Maryland

Missouri

South Carolina

Texas



Empower Brokerage

Care Improvement Plus Plans Producer's Commission Schedule

Effective March 1, 2008

Commissions listed below are advanced on fully completed applications and upon CMS approval as commissions are received by Company from Care Improvement Plus. Commission is earned once the enrollment remains in effect for three full calendar months. If the enrollment is canceled or a dis-enrollment occurs during this time, commission will not be earned and any advanced commission will be charged back to producer. Also, if any situation occurs which warrant Care Improvement Plus to charge Company back any commissions the Company will have the right to charge back that commission to the Producer.

The Company has the right, at any time, to increase or decrease the commissions payable on any enrollment to be issued by the Medicare Advantage Plan by delivering to you (30) days written notice of the increase or decrease.

This will only apply to plans written after the effective date specified in the written notice.

Initial Commissions and Bonus is paid based on the following schedule.

	Green	Blue	Yellow	Red
First Year Commission and Bonus *	\$500	\$400	\$200	\$150
Renewal Year Commission	\$150	\$112.50	\$75	\$25
OEP Renewal Commission	\$150	\$112.50	\$75	\$25
Total 13 Month Payout	\$800	\$625	\$350	\$200

Care Improvement Plus All Plans TX

* 90% Advanced as paid by Care Improvement Plus – Balance held in escrow until earned stated Above

IN WITNESS WHEREOF, the COMPANY and the Producer have executed this Schedule of Commissions as of the date approved by Company below

Company Producer

Date Signed

X _____

SGA – Teresa Gilbert

Producer Name Printed

EXHIBIT 1

BUSINESS ASSOCIATE AGREEMENT

For purpose of this Business Associate Agreement, [Care Improvement Plus Company] is referred to as the "Covered Entity" and Broker is referred to as the "Business Associate."

1. Definitions. The following terms shall have the meanings set forth below. Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in the Privacy Rule.

- a. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- b. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- c. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- d. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- e. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. Obligations and Activities of Business Associate.

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any employee or agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner as reasonably requested by the covered entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner as reasonably requested by the covered entity.
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner as reasonably requested by the covered entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- j. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner as reasonably requested by the covered entity, information collected in accordance with of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

3. Permitted Uses and Disclosures - General Use and Disclosure Provisions. Except as otherwise provided in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Broker Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

4. Permitted Uses and Disclosures - Specific Use and Disclosure Provisions.

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Sec. 164.502(j) (1).

5. Obligations of Covered Entity - Provisions for Covered Entity To Inform Business Associate of Privacy Practices and Restrictions.

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

6. Obligations of Covered Entity - Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

7. Term and Termination.

- a. **Term.** This Business Associate Agreement shall begin on the Effective Date of the Broker Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity or enrollees to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - 3. If neither termination nor cures are feasible, Covered Entity shall report the violation to the Secretary.
- c. **Effect of Termination.**
 - 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of employees, subcontractors or agents of Business Associate.

Business Associate shall retain no copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon prompt written notice by Business Associate that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

8. Miscellaneous.

- a. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule.
- c. **Survival.** The respective rights and obligations of Business Associate under of this Agreement shall survive the termination of this Agreement.
- d. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.