



Peek Performance, Inc.
4115 East North Street Ste. 201
Greenville, SC 29615
864-228-2635 Office
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Peek Performance Inc. (PPI) Agent Agreement

THIS Contract sets out the complete agreement by and between PEEK PERFORMANCE INSURANCE, INC. and of Greenville, SC, herein called "PPI", and their affiliated insurance agents, groups or agencies, past or future, all herein called "Agent." By signing this PPI Agent Agreement, the Agent and all sub insurance agents without exception within this agency agree to be bound by it, and any similarly executed addendums, attachments, or schedules that may be executed and made a part of this Contract. Any and all sub agents, which would include the use of any Certified Application Counselors/CAC's and Navigators, utilized by the Agent to do ACA health and ancillary sales that benefit the Agent are subject to the provisions of this agreement. PPI expects to maintain agreements for services with insurance companies, herein called "COs" which are necessary to enable Agent to solicit applications for insurance. The Agent understands that in order to be granted access to the agreed upon commission levels, Insurance Sales Technology and Quoting Tool(s), PPI Proprietary Training/Marketing, and Administrative oversight, as provided by PPI, COs or other organizations, that this Agreement must be signed. This agreement also supersedes any other marketing agreement related to ACA/Health/Ancillary sales marketing that may precede or follow this agreement with non PPI relationships such as with COs or with any partnering Agencies, or other contracts until it is completely satisfied or is terminated with cause or is terminated by mutual signed agreement. WHEREIN IT IS MUTUALLY AGREED UPON AS FOLLOWS:

APPOINTMENT

PPI hereby appoints the Agent to act on its behalf and be a representative of PPI only to the extent authorized herein. The Agent agrees that PPI or COs, as a condition of such appointment, may periodically at their discretion complete an investigative report, including information regarding character, credit/income, reputation, and general health as set forth under the FAIR CREDIT REPORTING ACT.

RELATIONSHIP

The Agent's relationship to PPI is that of an Independent Contractor and nothing contained herein shall be construed as creating the relationship of employer and employee between PPI and the Agent. The Agent shall be free to exercise his own judgment as to the time, place and manner in which to perform the services authorized under this Contract. No authority shall be implied from the authority expressly granted. The relationship does however create expectations of performance from PPI toward the Agent in order to justify the attached commission schedule.

LIMITATION OF AUTHORITY

Except as expressly provided herein, the Agent or sub-agent shall have no authority, expressed or implied, actual or apparent, to act or fail to act or do anything whatsoever on behalf of PPI. The foregoing limitation of authority includes, but is not limited to the Agent and sub-agent not being authorized to (i) make any contract or incur any debt in the name or on behalf of PPI; (ii) make, modify or amend any application for insurance or any policy of insurance; (iii) extend or modify the time for making any payment which may become due on any policy; (iv) waive, alter, modify or amend any of PPI's rights, privileges or obligations under its policies or applications; (v) collect or receive premiums other than the initial premiums with applications for insurance; (vi) institute any type of administrative or legal proceedings in the name or on behalf of PPI for any cause or reason; or (vii) make any misrepresentations, promises or agreements on behalf of PPI. No act, forbearance or neglect on the part of either the Agent or PPI shall be construed as a waiver of any of the provisions of this Contract or imply the existence of any authority on behalf of the Agent not expressly granted herein.

ADVERTISING

The names, logos, trademarks and other advertising of PPI or COs may not be used unless approval is received in writing, and then only while this Contract is in effect. All circulars, advertisements or other material pertaining to PPI, COs or proprietary products or services, which you shall publish, print, distribute or use in any way shall not be used until first approved in writing by PPI and/or COs.

CONDUCT

PPI and COs may from time to time prescribe rules and regulations with respect to the conduct of the business covered herein. The Agent shall conform to and observe such rules and regulations as established. The Agent shall not make any misrepresentation in connection with the sale of any insurance policy or the solicitation of any application. The Agent also will require appropriate market conduct from all affiliates and sub agents regarding the sales and marketing of insurance and will create retraining and corrective protocols (including termination) to address any sales and marketing infractions that might occur.

SOLICITATION

The Agent is hereby authorized to solicit applications only for the approved ACA and ACA related ancillary plans products offered by PPI through COs, but only in those states that the Agent, PPI and COs are authorized to do business in and provided that the Agent is in compliance with all applicable regulatory licensing requirements at the time of solicitation. The Agent agrees to assist PPI in obtaining documentation necessary for COs to issue policies. This authority will also apply in the Senior and / or Life markets should the Agent determine to do those business lines with PPI.

COLLECTION OF MONEY

The Agent is not authorized to receive or collect any money due or becoming due to the COs with the exception of the initial premium payment on applications being obtained by the Agent. Initial premium checks should be made payable to COs or other entities as designated by PPI. The Agent shall have no authority to endorse or present for collection any check, draft or other instrument made payable to PPI or COs. Any and all monies collected shall not be used by the Agent for any personal or other purpose whatsoever, but shall be immediately sent to CO (or PPI if appropriate) for processing. Authority of the

appropriate state Department of Insurance in which the sale is applicable must be granted for any prospective exception to this clause.

COMMISSION COMPENSATION

As compensation to the Agent, in full, for the performance of services as authorized in the Contract, PPI will pay commissions as set forth in the attached Schedules of Commission. Since the CO's typically modify their commission agreements annually (or occasionally more often) the rate of commissions may be changed, altered or amended from time to time by COs, and effective upon any business written by the Agent subsequent to the effective date of the change or as the COs may require. Typical reasons for a commission adjustment would be: an increase of commission due to higher production, or a modification (increase or decrease) based on a change from the insurance company commission schedule to PPI. The Agent will receive at least five (5) business days' prior written notice of any change in the Schedule of Commissions, if notice is so provided to PPI. Commissions are calculated on the basis of the commission rate on the effective date of the policy in the original commissionable policy premium (or per member per month rates), unless the commissionable policy premium/rate is decreased, at which time commission will be paid on the decreased premium/rate. Commissions are not payable on administrative fees or policy application fees. In the event that PPI's commissions on any in-force premium are reduced, commissions to the Agent on the same in-force premium may be reduced in the same proportion. If commissions on any premiums must be refunded by PPI to the COs, the Agent shall repay to PPI corresponding commissions that may have been previously paid to the Agent or sub agents. Commission advances are the sole discretion of PPI, and may be changed at any time by PPI without prior notice. Each advance paid to the Agent will be charged (debited) to the Agent's account, and PPI will credit the Agent's account with all commissions earned by the Agent. The Agent and any/all affiliates may not market directly or indirectly the same or similar product through other commission sources within the same insurance company.

RECRUITING, CONTRACTING, AND COMMISSIONS

The Agent is authorized to recruit other soliciting agents for contracting with PPI. All contracts with such agents shall be made with PPI and completed under the oversight and training of PPI's administrative internal employees by the Agents home office staff as provided by agreement by the Agent. Agent agrees that he shall provide a minimum of 3 (three) initial administrative staff for the purpose of processing all sub agent contracting, and shall increase the number of administrative staff as deemed necessary by PPI in proportion the sub agent contracting volume. PPI reserves the right to refuse to contract any proposed agent, or once done, to thereafter terminate the same. Should an agent be authorized by Agent and PPI to manage sub-agents, the Agent shall be responsible to PPI for the fidelity and honesty of any sub-agents, and for all funds collected or business done by or entrusted to him or his sub-agents. The Agent shall indemnify and hold PPI harmless from the expenses, costs, causes of action and damages resulting from or growing out of acts or omissions by him, his sub-agents or employees. The Schedules of Commissions constitute the total commission payable to Agent. Commissions payable to Agent will be paid directly by PPI or COs as typically noted in the Schedule of Commission.

REFUNDS

The Agent shall make prompt refund of all commissions paid to Agent or sub-agents on which the COs declines to issue a policy and on any early termination, on any application on which a policy shall be issued by the COs and not accepted by the applicant, or when overpayment or erroneous payment has

been made. The Agent shall also make prompt refund of all commissions to PPI if the COs has to rescind any/all premiums due to a fraudulent application, death of a client (in which a chargeback occurs) and other similar conditions. If any premiums shall be refunded by the COs for any reason or cause before or after termination of this Contract, the Agent shall repay to PPI all commissions previously allowed on that premium. PPI reserve the right to offset all commissions accrued or to accrue to the Agent against any refunds due form the Agent or his sub-agents.

DELIVERY OF POLICIES

All policies sent to the Agent shall be delivered promptly to the applicant and whenever delivery of the policy cannot be made within 14 days of being received by the Agent, the Agent will immediately return the policy to PPI with a written report stating the specific reason for non-delivery.

SERVICE OF POLICIES

The Agent shall service all policies that the Agent initially sells. Agent agrees that commissions paid to Agent in accordance with the terms herein constitute full payment for soliciting the application that resulted in the policy being issued and the continued servicing of the policyholder. In the event that the policyholder shall request another agent of record, if the soliciting agent received commission from PPI, or COs after such change, then the balance of commissions owed would be payable to PPI by the Agent. All subsequent commissions will be paid to the requested agent of record. Insurance company and Governmental Regulatory body guidelines will typically prevail.

AGENT'S FEES AND EXPENSES

The Agent shall be responsible for the payment of all taxes, fees or levies imposed upon him for the purpose of doing business. The Agent shall pay for any and all expenses incurred by him in the performance of this Contract, unless the Company has in writing agreed to do otherwise. Should actions taken by the Agent or sub agents result in any penalties, fees or levies by any State or Federal governing body or Insurance Company be applied to PPI, the Agent would immediately make payment for those and any audit, accounting or legal costs associated with said claim.

INDEBTEDNESS

PPI shall have a first lien on all commissions payable under this Contract or any monies due the Agent by PPI for any debt owed by the Agent or his sub-agents to PPI or to another person or persons acting for PPI. For purposes of this Contract, indebtedness shall include, but not be limited to, as earned or advanced commissions, lead costs, collection fees including attorney fees, or other cash advances. PPI may at any time offset against all commissions accrued or to accrue to the Agent any debt due from the Agent arising from all transactions under this or any other previous Contract or any amount becoming due from a sub-agent of the Agent. The entire indebtedness of the Agent may be deemed due and payable in full within sixty (60) days of demand by PPI. PPI shall have the right to escrow an Agent's earned commissions to secure the indebtedness of sub-agents for which the Agent is responsible. If policy persistency below 70% occurs, then PPI shall have the right, at its discretion, to adjust availability of advance and/or rate of escrow levels.

ASSIGNMENTS

No assignment of this Contract or any compensation payable hereunder shall be valid and binding on PPI, unless authorized in advance, in writing by the **President or Treasurer** of PPI. Any assignment so authorized shall be subject to any and all indebtedness of the Agent then existing or thereafter occurring.

ALL SUMS PAYABLE

Any and all sums of money due and to become due PPI from the Agent shall be payable at the PPI office at 4115 East North Street Suite 202, Greenville, South Carolina, 29615.

ACCOUNTING

PPI will each month, or at reasonable intervals, furnish the Agent with a statement of his account and remittance for any amount due him. The Agent hereby agrees that the ledger accounts of PPI shall be competent and sufficient prima facie evidence of the state of accounts between the parties hereto. Upon receipt of such statement, the Agent shall immediately examine same, and if not satisfied as to the accuracy and correctness of same, shall return said statement and remittance to PPI with full particulars of any discrepancy therein. Failure of the Agent to notify PPI within twenty (20) calendar days from the date he receives such statement and remittance shall be deemed an admission by the Agent of the accuracy and correctness of such statement and remittance.

SERVICE CHARGE / ADMINISTRATIVE FEE

PPI may charge a pass through fee to the agent any per app fees as may be charged by the payroll administrator.

AGENT RESPONSIBILITIES UNDER FEDERAL AND STATE TAX LAWS

The Agent is hereby advised that as an Independent Contractor, the Agent has certain responsibilities under the federal and state (where applicable) tax laws. The Agent must report all commissions to the Internal Revenue Service and appropriate State Department (where applicable) on the appropriate tax form and pay certain taxes due with respect to these amounts. To assist the Agent in complying with these requirements, PPI, after the close of each calendar year, furnishes the Agent with a copy of the Form 1099 that PPI is also required to send to the Internal Revenue Service and, if applicable, appropriate State Department.

VIOLATION OF LAWS, REGULATORY GUIDELINES AND PPI RULES

The Agent shall not rebate or offer to rebate any premium or premiums on a policy of insurance issued by the COs, or induce any customer of PPI to discontinue the payment of any premiums on any policy, or induce or endeavor to induce any Contracted agent of PPI to discontinue active service, or violate any insurance law, regulation or ruling of any Insurance Commissioner of Department in any State or Federal Agency or violate COs prescribed rules or regulations. In the event the Agent should do any of the acts aforementioned before or after termination of the Contract, PPI shall have the right, at its discretion, to declare a complete forfeiture of any and all compensation due or to become due under this Contract. Agent further agrees to only allow sub agents who are appropriately licensed, appointed, credentialed, and certified to engage in insurance sales.

TERMINATION WITHOUT CAUSE

The Agent or PPI may terminate this Contract at any time by giving a ten (10) day written notice to the other of such termination and mail in this notice to the last known address of the other party. The Contract shall be terminated by PPI in the event the termination of "agency" or "agent" status in the eyes of the Georgia Department of Insurance (or other applicable state departments of insurance). Termination of this agreement by the Agent or by PPI does not constitute a release of insurance company appointment nor does it guarantee vested commissions payable to the Agent, unless Agent has satisfied terms of vesting as described below.

TERMINATION WITH CAUSE

This Contract will terminate for cause immediately if Agent violates any provision of this Contract, fails to respond in a timely manner to an any allegation by a department of insurance or insurance company or other State or Federal regulatory body, is adjudicated bankrupt or violates any provision of the marketing agreement. Further if the Agent experiences the Loss or Termination of Insurance license due to Revocation by a regulatory body as a result of a determination of wrongdoing by the Agent or sub agent(s), or if the Agent experiences termination of appointment by an insurance company because of a determination of wrongdoing by the Agent, then PPI may consider this/these event(s) as a "with cause" termination of this agreement and may cease payment of commission and/or overrides.

COMMISSIONS AFTER TERMINATION

The Agent's rights to receive all commissions that may accrue on account of policies issued on applications secured by Agent or his sub-agents, shall if vested, be payable to the Agent upon termination of this Contract without cause, unless such commissions in any single month amount to less than \$100.00, in which case no further commissions shall be payable. If this Contract is terminated with cause, as defined in this Contract, no further commissions or other compensation or allowance will be payable.

ERRORS AND OMISSIONS COVERAGE AND CERTIFICATION

The Agents agrees at time of initial contract with PPI to furnish satisfactory evidence of a sufficient level of Errors and Omissions coverage to secure the faithful performance of his duties. The Agent is also required to continuously maintain such coverage, and is subject upon demand by PPI to provide proof of this coverage. Agent also agrees to maintain all CMS/AHIP and company certification as may be required and will provide current documentation of such upon completion for Agent and each sub agent.

CLAIMS AND LITIGATION

The Agent has no authority to institute legal proceedings in the name of PPI or COs, nor shall he institute any legal proceedings in connection with the transaction of business on behalf of PPI unless such actions shall have been approved in advance by PPI. The Agent shall defend any act or alleged act of his own at his own expense, and shall pay to PPI on demand any costs or expenses incurred by PPI should PPI be made a party to, have to answer, or defend any such suit because of the Agent's act or acts. However, PPI may, if not satisfied with the manner in which such defense is conducted, employ counsel to conduct the defense, and any expense thus incurred shall be paid by the Agent unless, in the judgment of PPI, the Agent is in no way at fault or responsible for such suit and PPI agrees in writing to bear the expenses of such litigation.

VENUE STATED

Any suit between PPI and the Agent growing out of any transaction arising from, based on, or in any way connected with this Contract shall be instituted and tried by binding arbitration only in Greenville County, South Carolina. All the terms, provisions and conditions of this Contract shall be conducted according to the laws of South Carolina.

MODIFICATION

This Contract cannot be changed by any verbal promise or statement by any of the parties hereto, and no written modification or change shall bind PPI, unless it is signed by the President or Treasurer of PPI and expresses an intention to modify or change this Contract. This Contract supersedes any previous contract(s) with PPI.

CONFIDENTIALITY

The Agent understands and agrees that information including, but not limited to, agent lists, customer lists, marketing, software, training, and trade secrets are proprietary in nature and are owned by PPI. These lists and information are extremely confidential and the Agent is expressly prohibited from disclosing any of the information contained therein to any third party and may only use the lists and information as authorized by PPI. Any disclosure or unauthorized use by the Agent will subject PPI to immediate and irreparable damage and, because such damages would be difficult to calculate, in addition to other rights and remedies available to PPI, PPI shall be entitled to injunctive relief to stop or prohibit such disclosure or unauthorized use from any court of competent jurisdiction. In addition, the Agent will forfeit any and all vesting rights as well as future renewals under this Contract.

VESTING

The Agent's commission will be Vested at 100% immediately. Vesting pertains to all comp including the remainder of first year comp and renewals. All comp is subject to the \$100 minimum monthly commission payment clause mentioned previously in this contract. This immediate vesting presumes all compliance with Federal, State, CO and other regulatory guidelines.

PPI BUSINESS

PPI may discontinue or withdraw from the Agent any policy plan and may fix commissions on any policy plan offered by PPI. PPI reserves the right without notice of liability to retire from any state or territory and at its discretion discontinue said policy plans.

SEVERABILITY

The invalidity or unenforceability of any provision(s) of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

SECURITY

Agent agrees to abide by all HIPAA, Hi Tech, Privacy, and any/all other State and or Federal Regulatory Security guidelines regarding the preservation and privacy of PHI/PII and any other covered item not specifically referenced in this document. Agent is responsible for any costs and penalties resulting from any failure in these issues as well as for any costs borne by PPI as a result of their action or inaction.

DEFINITIONS

Where the words "representative", "person", or the pronouns "he", "him", or "his" are used in the Contract, they are intended to mean the Agent, whether the Agent is an individual, a partnership, or a corporation. Where the word "policy" is used herein, it also means "certificate" of insurance. Where the word "commissions" is used, it means "first year and renewal commissions".

IN WITNESS WHEREOF, this Contract is executed in duplicate this _____ day of _____ (month), _____ (year), and when approved by an authorized officer of PEEK PERFORMANCE INSURANCE, INC., shall be effective for all purposes as of the aforesaid date.

Agent's Signature: _____

Print Agent's Name: _____

PPI Authorized Signature: _____

PERSONAL GUARANTY IF AGENT IS NOT SOLE PROPRIETOR

_____ (name), to induce PEEK PERFORMANCE INSURANCE, INC. to execute this Contract and in consideration therefore, the undersigned does hereby unconditionally guarantee performance by the legal entity and its Agents under this Contract. The undersigned waives all notices with respect to this Guaranty, including notice of any failure of the legal entity and its Agents to perform its obligations under this Contract or to pay when due any amount due hereunder. This Guaranty is unconditional and absolute.

Personal Guaranty Signature: _____ (L.S.)