This Broker Agreement ("Agreement") is entered into effective as of January 1, 2016 (the "Effective Date") between UnitedHealthcare Insurance Company, on behalf of itself and its Affiliates (collectively "UnitedHealthcare") and ______________________ (“Broker”).

UnitedHealthcare offers group and individual Medicare Advantage Plans ("MA Plans"), prescription drug plans ("PDP Plans"), Medicare Supplemental Insurance Plans ("Med Supp Plans") and other group and individual health plans and products designed for Retirees. The above named Individual Broker ("Broker") and Broker or Consulting Firm or Agency ("Broker Agency") by whom Broker is employed or retained, or under whose control and direction Broker operates, agree to the following terms and conditions under which Broker may identify to UnitedHealthcare Groups interested in purchasing Employer/Union-Only Group Waiver Plans and employer sponsored individual products (collectively “Group Products”) for its eligible retirees, and Groups interested in making individual products available for its retirees under the Connector Model or similar offerings.

**Effective Date.** This Agreement is effective as of the date it is signed by both parties, as noted on the signature page hereto ("Effective Date"), and replaces and supersedes any prior agreement between the parties regarding identification to UnitedHealthcare of Groups interested in purchasing Group Products for Retirees, and any compensation payable with respect thereto.

**Section 1: Definitions**

The following terms are used in this Agreement, including any Exhibits to this Agreement.

1.1 **Age Ins** means individuals who become eligible Retirees after Group sends an initial roster information) is received by UnitedHealthcare from Group.

1.2 **Broker** means the individual agent who is a party to this Agreement.

1.3 **Broker of Record** means a legally eligible person or entity designated by an Group to serve as the insurance agent, broker, or producer and which UnitedHealthcare may compensate under the terms of this Agreement.

1.4 **CMS** means the Centers for Medicare & Medicaid Services.

1.5 **CMS Contract** means the contract entered into between CMS and UnitedHealthcare pursuant to which UnitedHealthcare offers Medicare plans in a specified service area or region.

1.6 **Connector Model** means a contractual agreement between UnitedHealthcare and an Group whereby UnitedHealthcare provides Group and its Retirees with administrative services assisting its retirees in selecting and enrolling in individual MA Plans, PDP Plans, and Medicare Supplement Plans.

1.7 **Group** means an employer, union organization, Taft-Hartley health and welfare fund or other qualified employment-based purchasing coalition, association, or Multi-Employer Welfare Association (MEWA) with whom UnitedHealthcare has a contract to provide a Group Product.

1.8 **Governmental Entity** means, without limitation, villages, townships, cities, counties, public school districts and similar tax-supported entities.

1.9 **Group Products** means a Group sponsored group or individual MA Plans, MA-PD Plans PDP Plans, Connector Model, and Medicare Supplement Plans and any other health benefit plans and products designated by UnitedHealthcare and offered to Groups for their eligible Retirees.

1.10 **MA Plan** means any Medicare Advantage Plan that may now or in the future be offered by UnitedHealthcare to Groups for their eligible Retirees.
1.11 **MA-PD Plan** means any Medicare Advantage with prescription drug benefits plan that may now or in the future be offered by UnitedHealthcare to Groups for their eligible Retirees.

1.12 **Medicare Supplement Plans** means any Medicare supplemental insurance product, including but not limited to AARP supplement plans and Senior Supplemental plans, that may now or in the future be offered by UnitedHealthcare to Groups for their eligible Retirees.

1.13 **Medicare Laws and Regulations** means all Federal and State laws and regulations relating to Group Products, including, without limitation, all rules and regulations and administrative guidelines (including marketing guidelines), bulletins, manuals, instructions, requirements, policies, standards or directives from time to time adopted or issued by CMS or the Department of Health and Human Services (“HHS”) relating to Group Products and other plans, to the extent those plans are affected or governed by Medicare Laws and Regulations.

1.14 **PDP Plan** means any group or individual Medicare Prescription Drug benefit plan that may now or in the future be offered by UnitedHealthcare to Groups for their eligible Retirees.

1.15 **Retiree** means a retired employee of a Group or current or former member of a union organization who is now receiving, or is eligible to receive, retirement benefits.

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**Section 2: Rights and Responsibilities of Broker**

2.1 **Identification of Groups.** Broker may identify to UnitedHealthcare Groups interested in purchasing Group Products offered by UnitedHealthcare for their Retirees.

2.2 **Licensing.** Broker must possess and maintain every license as required by law in every state in which Broker conducts business to perform services under this Agreement. Broker must immediately notify UnitedHealthcare of any expiration, termination, revocation, suspension or any other action by a Department of Insurance or any other governmental agency affecting licenses required to perform services under this Agreement. In states that issue renewal licenses, Broker must furnish UnitedHealthcare with a copy of Broker's renewal license.

2.3 **Appointment.** Broker must be appointed by UnitedHealthcare, as required by law, in every state in which Broker conducts business to perform services under this Agreement. To obtain an appointment, Broker shall complete UnitedHealthcare’s Request for Appointment of Insurance Producer form (“Application for Appointment”), complete all training required by UnitedHealthcare, execute this Agreement and be appointed Broker of Record for Group. The executed Application for Appointment shall be incorporated by reference into this Agreement. Subject to applicable law, UnitedHealthcare may terminate any appointments at any time without terminating this Agreement in its entirety. Appointment must be completed eighteen (18) months from the effective date of Broker's first Group Product sale or Broker will forfeit any commissions related to that sale and subsequent Group Product sales.

2.4 **No Enrollment.** Broker shall not engage in any enrollment related activities with respect to Groups and their Retirees under this Agreement. Enrollment and all related activities shall be conducted by employed representatives of UnitedHealthcare.

2.5 **Servicing of Groups.** Except as may be specifically requested or required by UnitedHealthcare and/or Group, Broker shall not engage in any activities relating to enrolling, maintaining, and renewing coverage for Retirees. Broker shall not, in any case, explain or offer advice relating to Group Products to Retirees, or otherwise interact with Retirees, unless such interaction is authorized in advance in writing by UnitedHealthcare.
2.6 **Extent and Limitation of Agent's Authority.** Except as expressly provided in this Agreement, Broker has no authority to act on UnitedHealthcare's behalf. This Agreement only serves to allow Broker to sell UnitedHealthcare group products. Broker's services under this Agreement are limited to identifying Groups interested in purchasing Group Products offered by UnitedHealthcare for their Retirees and Groups interested in making available for their retirees Group Products or similar offering. Broker's services are services to and for the Group.

2.7 **Books and Records; Audit.**

(a) **Records Required.** Broker must maintain adequate books and records in an accurate and timely manner and in accordance with applicable law, including Medicare Laws and Regulations, and standards within the health care insurance industry. Broker shall maintain proper records and accounts of all transactions pertaining to this Agreement; make such records and accounts available to UnitedHealthcare, its representatives, or any state Department of Insurance, during normal business hours upon seven (7) business days prior notice.

(b) **UnitedHealthcare Broker Audit.** Broker agrees to make available its premises, physical facilities and equipment, records relating to the services provided under the Agreement, and any additional relevant information to permit UnitedHealthcare to inspect and audit all information and records related to services Broker performs for UnitedHealthcare under this Agreement. UnitedHealthcare must give Broker reasonable notice and conduct the inspection and audit during regular business hours.

(c) **Federal Agency Broker Audit.** In regards to certain Group Products offered by UnitedHealthcare to Retirees through a CMS Contract, CMS, the Secretary of HHS (the "Secretary"), the Comptroller General of the United States or their designees shall have the right to audit, to the same extent as UnitedHealthcare, any information that pertains to: (1) the services performed under this Agreement; (2) determination of amounts payable; or (3) other relevant matters as such persons conducting the audit, evaluation or inspection deem necessary. The right to audit shall extend through 10 years from the final date of the applicable CMS Contract period or completion of audit, whichever is later; provided, however, that such access may be required for a longer time period if: (1) CMS determines that there is a special need to retain a particular record or group of records for a longer period and CMS provides notice at least 30 days before the normal disposition date; (2) CMS determines that there has been a termination, dispute, fraud or similar fault, in which case the retention may be extended to 10 years from the date of any resulting final resolution of the matter; or (3) CMS determines that there is a reasonable possibility of fraud, in which case it may perform the inspection, evaluation or audit at any time.

2.8 **Protection of Private Information.** Broker understands and acknowledges that, while performing services under this Agreement, Broker may receive from UnitedHealthcare, or create or receive on behalf of UnitedHealthcare, certain information that is defined as “Protected Health Information” ("PHI") under the privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as may be amended from time to time, or "nonpublic personal information" under the Gramm-Leach-Bliley Act, as may be amended from time to time, and implementing regulations ("GLB"), or both.

To the extent Broker provides services or assistance to UnitedHealthcare and requires access to PHI in order to perform such services or act on behalf of UnitedHealthcare, Broker shall be considered a business associate of UnitedHealthcare and Broker shall agree to the terms of subsections (a) through (i) of this Section 2.8 regarding Broker's use and disclosure of this information. To the extent Broker is not acting on behalf of or at the direction of UnitedHealthcare, Broker shall not be considered a business associate of UnitedHealthcare.
Regardless of whether Broker is considered a business associate of UnitedHealthcare, Broker agrees that it will use or disclose PHI it receives from, or is created or received on behalf of, UnitedHealthcare and nonpublic personal information (“Personal Information”) received from or created or received on behalf of UnitedHealthcare, only to the extent to which HIPAA, GLB or other federal or state privacy laws applicable to UnitedHealthcare would permit UnitedHealthcare to use or disclose the information.

Broker acknowledges that being considered a business associate of UnitedHealthcare does not automatically entitle Broker to access certain PHI and Personal Information and that UnitedHealthcare may deny broker access to PHI and Personal Information or condition such access on Broker meeting certain requirements, at UnitedHealthcare’s discretion.

(a) With regard to its use or disclosure of PHI or Personal Information, Broker agrees, represents and warrants to UnitedHealthcare that Broker will:

1. not use or further disclose any PHI or Personal Information, except as permitted by this Agreement or as required by law;
2. maintain and use appropriate safeguards at all times to prevent PHI or Personal Information from being used or disclosed, except as permitted by this Agreement or required by law; and
3. ensure that any subcontractor or Broker to whom Broker provides any PHI or Personal Information agrees, in writing, to abide by the same conditions and restrictions with regard to the PHI or Personal Information that apply to Broker, including, without limitation, all of the requirements of this Section 2.8, subsections (a) through (i).

(b) With regard to its use or disclosure of PHI, Broker hereby agrees, represents and warrants to UnitedHealthcare that Broker will, in the time and manner designated by UnitedHealthcare:

1. report promptly to UnitedHealthcare if Broker becomes aware of any use or disclosure of any PHI that is not permitted by this Agreement;
2. mitigate, to the extent practicable, any harmful effect caused by Broker's violation of the terms of this Agreement;
3. make available to UnitedHealthcare (or to an individual, if directed to do so by UnitedHealthcare) PHI in a designated record set, so that UnitedHealthcare may respond to an individual's request for access to information about the individual in accordance with the HIPAA;
4. Amend or correct PHI in a designated record set in accordance with HIPAA;
5. document disclosures of PHI and information related to disclosures by Broker that will permit UnitedHealthcare to respond to a request from an individual for an accounting of disclosures of PHI in accordance with the HIPAA;
6. make available to UnitedHealthcare (or to an individual, if directed to do so by UnitedHealthcare) the information documented under subsection (b)(5) above, that would permit UnitedHealthcare to respond to a request from an individual for an accounting of disclosures, in accordance with the HIPAA; and
7. make Broker’s internal practices, books and records relating to the use and disclosure of PHI available to UnitedHealthcare and the Secretary of HHS for purposes of determining UnitedHealthcare's compliance with HIPAA. Information provided under this subsection must be provided in the time and manner designated by the Secretary, as well as in the time and manner designated by UnitedHealthcare.
Broker Agreement  
Employer Group Retiree Products

(c) With regard to its use and/or disclosure of electronic protected health information ("ePHI"), as such term is defined by the federal security regulations issued pursuant to HIPAA, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C) ("HIPAA Security Rule"), Broker shall:

(1) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Broker creates, receives, maintains or transmits on behalf of UnitedHealthcare;

(2) Ensure that any and all of Broker's subcontractors, vendors or others whom Broker provides ePHI agree, in writing, to implement reasonable and appropriate safeguards to protect such ePHI; and

(3) Report to UnitedHealthcare any Security Incident (as defined in 45 CFR Section 164.304) relating to ePHI of which Broker become aware, in accordance with its standard reporting procedures.

(d) From and after the compliance date applicable to UnitedHealthcare with respect to the Standards for Electronic Transactions and Code Sets promulgated at 45 CFR parts 160 and 162 ("EDI Rules"), Broker will take all steps necessary and appropriate to ensure that Broker complies with the applicable provisions of the EDI Rules.

(e) Each term and condition of this Section 2.8 that is required by HIPAA or GLB is effective on the date the applicable HIPAA regulations and/or GLB apply to UnitedHealthcare or this Agreement, respectively.

(f) Upon termination of this Agreement, regardless of the reason, Broker must return to UnitedHealthcare or destroy all PHI, ePHI and Personal Information, and retain no copies in any form whatsoever. This provision applies to PHI, ePHI and/or Personal Information that is in the possession of subcontractors, vendors, Broker Agency or others.

(g) Unless otherwise specified in this Agreement, all capitalized terms in this Agreement not otherwise defined have the meaning established by HIPAA, as amended from time to time.

(h) UnitedHealthcare and Broker agree to take such action as is necessary to amend this Agreement from time to time as is necessary for UnitedHealthcare to comply with the requirements of HIPAA, HIPAA Security Rule, EDI Rules, GLB and other federal and state privacy and consumer rights laws and regulations applicable to UnitedHealthcare. Broker agrees to cooperate with and assist UnitedHealthcare in order for UnitedHealthcare to meet its obligations under applicable privacy laws and regulations.

(i) This Section 2.8 survives termination of this Agreement.

(j) The terms and conditions of this section required by HIPAA shall be construed in light of any applicable interpretation of or guidance on the HIPAA privacy regulation or Security Rule issued by the Secretary from time to time. Any ambiguity in this Section 2.9 shall be resolved in favor of a meaning that permits UnitedHealthcare to comply with applicable laws and regulations.

2.9 Insurance and Indemnification.

(a) **Insurance.** Broker must maintain errors and omissions insurance covering Broker's actions performed under this Agreement in an amount of not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) annual aggregate. Broker further agrees to maintain general and professional liability insurance in amounts and in forms standard and adequate for Broker's business and agreeable to UnitedHealthcare. Broker must provide UnitedHealthcare proof of insurance upon UnitedHealthcare's request. Broker must immediately notify UnitedHealthcare in writing if Broker's insurance terminates, is cancelled, suspended, or changes in a material way, including but not limited to a change in the amount of insurance.
(b) Indemnification. UnitedHealthcare and Broker will indemnify, hold harmless and defend the other from and against any and all claims, litigations, losses, liabilities, costs, and other expenses incurred as a result of a material breach of the terms of this Agreement. Broker will indemnify and hold harmless UnitedHealthcare (including its directors, officers, attorneys, and employees) from any claims, liability, judgments, damages or costs (including reasonable attorneys’ fees) asserted or awarded against or incurred by UnitedHealthcare as a result of any act, error, or omission of Broker.

2.10 Federal Crime Control Act. By signing this Agreement, Broker certifies that Broker has not been convicted of, or pled guilty or no contest, to any criminal felony involving dishonesty or breach of trust and has not been convicted of an offense under Section 1033 of the Violent Crime Control and Law Enforcement Act of 1994. Broker further agrees to notify UnitedHealthcare, in writing, immediately upon receiving notice of any misdemeanor or felony charges or any actions including, but not limited to, convictions by any governmental authority for commission of any act involving fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of any fiduciary duty.

2.11 Compliance with Company Rules. Broker will conform to all policies, procedures, rules and regulations of UnitedHealthcare made known to Broker by UnitedHealthcare (“Company Rules”) now or hereafter to become in force which Company Rules shall be incorporated by reference into this Agreement.

2.12 No Delegated Activities. Under this Agreement, UnitedHealthcare is not delegating to Broker any activities for which UnitedHealthcare is responsible under its CMS Contract.

2.13 Federal Funds. Broker acknowledges that UnitedHealthcare receives payments in whole or in part from federal funds with respect to certain Group Products under CMS Contracts, and Broker is subject to certain laws that are applicable to individuals and entities receiving federal funds.

2.14 Hold Harmless. Broker shall not, in any event (including, without limitation, non-payment of any compensation hereunder, bankruptcy or insolvency of an affiliate or breach of this Agreement), bill, charge, collect a deposit from, seek compensation or remuneration or reimbursement from, hold responsible, or otherwise have any recourse against any Group or Retiree for any amounts otherwise payable to Broker pursuant to this Agreement.

Section 3: Compensation

3.1 Compensation Payable to Broker. UnitedHealthcare will compensate Broker, or where Broker is employed or retained by or operates under the direction or control of a Broker agency, the Broker agency, for Broker's identification of Group to UnitedHealthcare during the term of this Agreement. Broker and Broker agency acknowledge that the compensation for each Group Product and the terms and conditions relating to the compensation for each Group Product may vary as specified in the Compensation Agreement.

(a) Conditions for Compensation. Notwithstanding anything to the contrary contained in this Agreement, UnitedHealthcare will not compensate Broker under the terms of this Agreement, except with respect to Groups (regardless of the effective date of coverage by UnitedHealthcare) for which (a) Broker is the Broker of Record, (b) Broker continues to service the Group as requested by UnitedHealthcare or the Group, and (c) UnitedHealthcare determines, in its sole discretion, that it may legally compensate Broker.

(b) Compensation by Group. UnitedHealthcare will not pay, nor shall Broker accept, any compensation on any Group where the Broker receives compensation directly from the Group or is otherwise acting as a consultant for the Group, unless UnitedHealthcare first receives a written consent, in a form acceptable to UnitedHealthcare, from Group authorizing UnitedHealthcare to compensate Broker on such Group; provided, however, in no instance will UnitedHealthcare pay, nor shall Broker accept, any
compensation on any Group that is a Governmental Entity where the Broker receives compensation
directly from the Governmental Entity or is otherwise acting as a consultant for the Government Entity.
Group may request additional payment to Broker for administrative and consultative services in
addition to UnitedHealthcare's payment to Broker for identifying the Group to UnitedHealthcare.
UnitedHealthcare will collect the Group's payment to Broker through Group's monthly payments to
UnitedHealthcare, payable at the same time as Group's monthly premium, and UnitedHealthcare will
pass payment to Broker along with UnitedHealthcare's payment to Broker for identifying Group to
UnitedHealthcare.

3.2 **Timing of Payments.** The timing of payments to Broker will vary for each Group Product, and shall be as
specified in the Compensation Agreement.

3.3 **Payments on Hold.** UnitedHealthcare may, at its discretion, place compensation to Broker on hold if Broker
no longer complies with the terms of this Agreement. Broker agrees to forfeit any compensation placed on
hold, if the cause of such hold has not been resolved within six (6) months of the hold's effective date, as
indicated on a hold notification letter or commission statement.

3.4 **Modification or Termination of Compensation.** UnitedHealthcare may terminate or amend any compensation
payable to Broker with respect to any Group (regardless of the original effective date of coverage by
UnitedHealthcare). Notwithstanding the foregoing, any change in the compensation payable shall not be
retroactive, and shall apply only to identification of groups after the effective date of any written notice.

3.5 **Disclosure.** All compensation payable to Broker under this Agreement is subject to disclosure or reporting by
UnitedHealthcare to any government or regulatory agency or to any third party, including any customer or
prospective customer of UnitedHealthcare. UnitedHealthcare will determine, in its sole discretion, the party or
parties to which it will disclose any such compensation, the frequency with which it will make any such
disclosures, and the amount and type of compensation required to be disclosed. Broker agrees to disclose
any compensation that Broker receives under this Agreement as required by applicable law. In addition,
Broker shall notify UnitedHealthcare, as outlined in the Section 6.6 of this Agreement, if Broker receives any
compensation directly from an actual or prospective Group that is a Governmental Entity. Such notice shall
include the name of such Group, a description of the services provided to such Group, and the amount of
compensation received.

3.6 **Adjustments to Compensation.**

(a) Each party agrees to promptly notify the other upon becoming aware of an incorrect payment amount.
Subject to paragraphs (b) and (c) below, Broker agrees to promptly remit to UnitedHealthcare any
amounts overpaid pursuant to this Agreement.

(b) UnitedHealthcare may correct an overpayment error by notifying Broker of the error and asking for
repayment. At its sole option, UnitedHealthcare may instead recover overpayments from Broker by
targeting the overpayment against future compensation and notifying Broker of the offset and the reason
for such offset.

(c) UnitedHealthcare will adjust incorrect payments to Broker if identified in good faith and requested
within six months of the original payment. Broker may not assert a claim against UnitedHealthcare
relating to an incorrect payment amount under the terms of this Agreement unless such claim is made
within six months of the date of the purportedly incorrect payment.
(d) If UnitedHealthcare incurs any costs in collecting reimbursement of an overpayment from Broker, including but not limited to collection agency and attorney fees but not including the costs of offsetting future payments, Broker will pay UnitedHealthcare's costs, as applicable.

(e) Notwithstanding anything in this Agreement or any compensation schedule to the contrary, UnitedHealthcare will not pay any amount to Broker that exceeds a maximum prescribed by any applicable law.

3.7 No Compensation to Others. UnitedHealthcare will not pay compensation to any other broker, consultant, or producer under the terms of this Agreement. Broker agrees to defend, indemnify and hold harmless UnitedHealthcare if any broker, consultant, or producer (other than Broker) makes a claim for compensation against UnitedHealthcare under the terms of this Agreement.

3.8 Taxes.

(a) Broker Responsibility. Broker acknowledges that Broker is not UnitedHealthcare's employee and that Broker is solely responsible for reporting and paying any tax or other cost assessed on the basis of UnitedHealthcare’s payment of compensation to Broker under this Agreement.

(b) UnitedHealthcare Tax Withholding. Broker acknowledges and agrees that UnitedHealthcare will not withhold any amount of compensation for Broker's taxes, including but not limited to income tax, social security and Medicare tax, workers compensation taxes or costs; unemployment compensation taxes or costs; or any other tax, cost, fee or charge related to Broker's compensation for services under this Agreement.

Section 4: Broker of Record

4.1 Designation of Broker of Record. Upon receipt of an initial broker letter of record from the Employer Group, UnitedHealthcare will consider Broker to be Broker of Record for every Group identified to UnitedHealthcare under the terms of this Agreement unless and until Group asks UnitedHealthcare to change its Broker of Record to a different Broker or the Broker of Record is changed in accordance with Section 4.2 below.

4.2 Change in Broker of Record by Company. UnitedHealthcare may, in good faith, change an Group's Broker of Record at any time for any reason in accordance with applicable law, including, but not limited to, the following reasons:

(a) Written Request from Group. In its sole discretion, UnitedHealthcare will recognize a request to change a Broker of Record only if it is in writing from Group, and not from the Broker or any other person. If Group asks UnitedHealthcare to change its Broker of Record, UnitedHealthcare will determine the effective date of the change in its sole discretion.

(b) Termination Events. Upon occurrence of at least one of the termination events described in Sections 5.3 through 5.8 of this Agreement, UnitedHealthcare will no longer recognize Broker as any Group’s Broker of Record.

4.3 Effect of Change in Broker of Record. Any change of Broker of Record, either at the request of the Group or in accordance with the previous subsection, shall be effective no earlier than the first of the next month after UnitedHealthcare provides written notice of the change to the Broker. As of the effective date of the change:
(a) Broker is no longer entitled to compensation for the Group under this Agreement; and

(b) Broker has no further responsibility to service the Group.

Section 5: Term, Termination and Suspension

5.1 **Term.** This Agreement is effective from the Effective Date until terminated in accordance with this Section 5.

5.2 **Termination for any Reason.** UnitedHealthcare or Broker may terminate this Agreement at any time, for any reason, by providing written notice of termination to the other party thirty (30) or more days before the effective date of termination.

5.3 **Termination for Loss of License.** If, at any time during the term of this Agreement, Broker does not have, or fails to maintain, a license required to perform services or receive compensation under this Agreement (including if Broker's license is revoked by a licensing or regulatory agency, but not including a temporary suspension of Broker’s license), it shall be considered a material breach of this Agreement by Broker and this Agreement shall be terminated effective as of the date that Broker first lost, or failed to maintain, the license without regard to when UnitedHealthcare learns of the loss of, or failure to maintain, the license or when UnitedHealthcare notifies Broker that this Agreement has been terminated. UnitedHealthcare may recover any compensation paid to Broker after Broker loses or fails to maintain any such license.

5.4 **Termination Upon Cessation of Broker's Business.** This Agreement shall terminate automatically upon Broker's death, dissolution, receivership, insolvency, or bankruptcy.

5.5 **Termination for Broker's Breach.** If Broker breaches a material term of this Agreement, UnitedHealthcare may terminate this Agreement immediately by notifying Broker in writing of the effective date of termination. The effective date of termination pursuant to this subsection 5.5 may be the date of the breach, or any later date that UnitedHealthcare specifies in the notice of termination.

5.6 **Termination for Disciplinary Action.** If a licensing or regulatory agency subjects Broker to any disciplinary sanction (for example, a reprimand or temporary suspension of Broker's license), UnitedHealthcare may terminate the Agreement by providing written notice to Broker effective upon receipt of the notice, or any later date that UnitedHealthcare specifies in the notice. No compensation will be payable to Broker for services rendered during any period in which Broker's license is temporarily suspended. UnitedHealthcare may recover any compensation paid to Broker during any period in which Broker's license is temporarily suspended.

5.7 **Termination for Fraud.** If Broker engages in, or knowingly assists another to commit, fraudulent or dishonest activity in connection with any Group, this Agreement shall terminate effective as of the date on which Broker engaged in or assisted with such activity without regard to when UnitedHealthcare learns of the fraudulent or dishonest activity or when UnitedHealthcare notifies Broker that this Agreement has been terminated. UnitedHealthcare may recover any compensation paid to Broker after Broker engaged in, or knowingly assisted another to commit, the fraudulent or dishonest act without regard to when Broker actually earned such compensation.

5.8 **Termination based on Acquisition or Merger.** UnitedHealthcare may terminate this Agreement in the event that (i) Broker merges with, or is acquired by, a competitor of UnitedHealthcare; or (ii) a competitor of UnitedHealthcare acquires substantially all of the assets of Broker.
(a) **Competitor defined.** A competitor of UnitedHealthcare for purposes of this provision includes any individual or entity (including any such entity's affiliates) that, in the ordinary course of its business, is in direct or indirect competition with UnitedHealthcare.

(b) **Notice.** Broker must provide at least 60 days prior notice to UnitedHealthcare of the closing date of any transaction described in this Section 5.8. Upon request, and subject to any applicable confidentiality restrictions or obligations, Broker must provide UnitedHealthcare HIC any and all information about the transaction that UnitedHealthcare reasonably requests.

(c) **Procedure.** Upon receipt of such notice from Broker, UnitedHealthcare may terminate this Agreement, in whole or in part, immediately by providing written notice to Broker. If the Agreement is not terminated in its entirety, UnitedHealthcare must specify in its termination notice the portions hereof that shall be terminated in accordance with this Section.

5.9 **Effect of Termination.**

(a) **No further services permitted.** Broker shall cease providing any services under this Agreement upon termination of this Agreement.

(b) **Compensation.** If this Agreement is terminated pursuant to subsection 5.2 above, UnitedHealthcare will continue to pay Broker compensation for Groups previously identified by Broker, in accordance with the terms and conditions set forth in this Agreement, as long as the Group has an in-force Group Product with UnitedHealthcare, Broker is the Group's Broker of Record and continues to service the Group, and Broker is legally eligible to receive compensation in UnitedHealthcare’s sole discretion.

(c) **Material breach.** Upon termination of this Agreement pursuant to subsections 5.3 (loss of license), 5.4 (Broker's death or dissolution), 5.5 (material breach), 5.6 (disciplinary action), or 5.7 (fraudulent activity), Broker will no longer be entitled to compensation under this Agreement and UnitedHealthcare shall cease paying such compensation to Broker or any other person under the terms of this Agreement.

5.10 **Suspension and Corrective Action of Broker.** In the event that UnitedHealthcare becomes aware of allegations, through complaints by Groups, Retirees or otherwise, that Broker may have engaged in conduct in violation of this Agreement, UnitedHealthcare may suspend Broker's authority under this Agreement pending final outcome of UnitedHealthcare's investigation of such allegations. During the time such suspension is in effect, Broker may not provide any services under this Agreement or receive compensation on any Group Products under this Agreement; provided, however, that UnitedHealthcare shall continue to pay compensation in accordance with the terms and conditions of this Agreement with respect to Groups identified by Broker prior to the date of the suspension. UnitedHealthcare reserves the right to initiate corrective action against Broker where UnitedHealthcare has determined Broker has engaged in any conduct in violation of this Agreement.

5.11 **Survival.** The following provisions shall survive termination of this Agreement: Subsections 2.8, 2.9; 2.10; Sections 3 and 4 (in their entirety); subsections 5.3, 5.6 and 5.7 (regarding recovery of compensation paid to Broker), 5.9 and 6.1).
Section 6: Miscellaneous and Administrative

6.1 **Agreement is Confidential.** Broker agrees not to disclose this Agreement, or any term of it, including communications about it, to any third party without the prior written consent of UnitedHealthcare, except as required by law. This Section does not prohibit Broker from disclosing the compensation that Broker receives from UnitedHealthcare to actual or prospective Groups.

6.2 **Relationship of the Parties.** Broker is an independent contractor and is not UnitedHealthcare's employee. This Agreement does not create any other relationship between the parties, including joint venture or agency.

6.3 **Compliance with Law.** The parties agree to comply with applicable laws and regulations while performing their obligations under this Agreement, regardless of whether such laws or regulations are specifically referred to in this Agreement. Broker acknowledges that UnitedHealthcare and its affiliates may have government contracts under which UnitedHealthcare must require its contractors to comply with certain laws that would not otherwise apply to it. Broker agrees to comply with these laws.

6.4 **Good Faith Negotiation Required.** UnitedHealthcare and Agent agree to work together in good faith to resolve any disputes arising under this Agreement. If after at least ninety (90) days following the date one party sends written notice of the dispute to the other party and the dispute is not resolved, either party may pursue resolution of the dispute by other means. This provision does not change or modify any of the provisions set forth in Sections 2 or 5.

6.5 **Amendment.** This Agreement, including any Exhibits attached hereto, may be amended only as provided in this subsection 6.5.

(a) **Unilateral Amendments.** UnitedHealthcare may amend this Agreement by providing written notice of the amendment and its effective date to Broker thirty (30) or more days before the proposed effective date of such amendment. The amendment will automatically become effective without Broker's written agreement unless Broker notifies UnitedHealthcare that Broker is terminating this Agreement before the effective date of the amendment.

(b) **Amendments to Comply with Laws and Regulations.** UnitedHealthcare may amend, revise or supplement this Agreement with written notice to Broker in order to maintain compliance with Medicare Laws and Regulations and any applicable state, federal or local statutes, ordinances, codes, rules, regulations, restrictions, orders, procedures, directives, guidelines, policies or requirements enacted, adopted, applied or imposed by any governmental authority or court. The written notice shall specify the effective date of the amendment, revision or supplement to the provisions of this Agreement. Such amendment shall be binding upon Broker and shall not require the consent of Broker.

(c) **Agreements for Sale of Other Products.** Nothing in this Agreement shall preclude Broker from entering into agreements with UnitedHealthcare for the sale of any UnitedHealthcare products other than the products described under this Agreement. No provision of this Agreement shall be construed to supplant or modify any provision of any such agreements.
6.5 Assignment.

(a) **UnitedHealthcare Assignment.** UnitedHealthcare may assign all or any of its rights and responsibilities under this Agreement to any entity controlling, controlled by, or under common control with UnitedHealthcare.

(b) **UnitedHealthcare Administrative Services.** Broker acknowledges and agrees that persons and entities under contract with UnitedHealthcare may perform certain of UnitedHealthcare's administrative services under this Agreement.

(c) **Broker Assignment.** Broker may not assign any of its rights, responsibilities or compensation payable under this Agreement to any person or entity without the written consent of UnitedHealthcare.

6.6 Notices. The parties agree that any written notice required or permitted by this Agreement (except when UnitedHealthcare provides notice of proposed amendments by publication) is effective if addressed to the other party at the address listed below.

<table>
<thead>
<tr>
<th>Notices to UnitedHealthcare:</th>
<th>Notices to Broker:</th>
</tr>
</thead>
<tbody>
<tr>
<td>UnitedHealthcare Insurance Company</td>
<td>______________________________</td>
</tr>
<tr>
<td>Service Management Unit</td>
<td>______________________________</td>
</tr>
<tr>
<td>9710 Data Park Drive</td>
<td>______________________________</td>
</tr>
<tr>
<td>Mail Route MN006-W010</td>
<td>______________________________</td>
</tr>
<tr>
<td>Minnetonka, MN  55343</td>
<td>______________________________</td>
</tr>
</tbody>
</table>

(a) **Update addresses.** Broker will promptly notify UnitedHealthcare in writing of any change in address. This notice will be deemed to have been properly provided if addressed to the last known address of UnitedHealthcare. For purposes of this subsection, “address” includes an electronic mail (“e-mail”) address.

(b) **Form of Notice.** UnitedHealthcare may provide any notice to Broker by correspondence addressed directly to Broker by (i) personal delivery, (ii) commercial messenger service overnight delivery, (iii) United States Postal Service, (iv) facsimile transmission with electronic confirmation of successful transmission, (v) by conspicuous notice in a publication (including but not limited to a newsletter or web site) to which Broker has general access; or (vi) by e-mail of a PDF file containing the item requiring notice executed by UnitedHealthcare.

Irrespective of the manner of delivery or transmission used, all such notices shall be properly addressed and directed with postage or delivery charges prepaid (if any) to the party at its respective address or facsimile number set forth herein or to such other address which any party may designate in writing in accordance with the provisions of this Section 6.6.

(c) **When notice deemed received.** Notice sent by mail will be deemed to have been received three (3) days after mailing by first-class, postage pre-paid United States mail. Notice sent by any other means will be deemed to have been received when actually received by the receiving party. If notice is served by facsimile or e-mail, notice will be presumed to have been received twenty-four (24) hours after being sent, unless the receiving party rebuts this presumption with contrary proof.
6.7 **Entire Agreement.** This Agreement (including any compensation schedules or exhibits that are attached hereto or incorporated into this Agreement by reference) constitutes the entire agreement between UnitedHealthcare and Broker and supersedes any prior agreement, oral or written, between the parties concerning the subject matter of this Agreement.

6.8 **No Waiver.** This Agreement may be amended or modified, and any of the terms or conditions hereof may be waived, only in the manner set forth above. Any waiver by any party of any condition, or of the breach of any provision or term contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as a further or continuing waiver of any such condition, or of the breach of any other provision or term of this Agreement.

6.9 **Severability.** If any provision of this Agreement is held invalid for any reason, the validity of the remainder of the Agreement will not be affected.

6.10 **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Minnesota, but without regard to conflict of law principles.

6.11 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all which together shall constitute but one and the same instrument.

6.12 **Headings.** Bold-faced headings are intended as reference guides only and are not to be considered part of the Agreement.

6.13 **Signatory authority.** UnitedHealthcare and Broker each represent and warrant that the person signing this Agreement on the following page has the authority to do so and is acting within the scope of his or her authority.

*(signature page follows)*
Broker Agreement
Employer Group Retiree Products

The parties hereby agree on the terms and conditions of this Agreement. In addition, each party hereby certifies that it has not modified, changed or altered, in any way, any provision of this Agreement prior to the execution hereof.

For UnitedHealthcare:

__________________________________
Signature

__________________________________
Printed Name

__________________________________
Title

For Broker:

________________________________________________________________________
Firm/Agency Name (if applicable)

________________________________________________________________________
Signature

________________________________________________________________________
Printed Name of Signatory

________________________________________________________________________
Title

INSTRUCTIONS
Complete forms and return documents by one of the following:

Email: Group_retiree_broker@uhc.com (Email strongly preferred)
Fax: (1. 215.902.8812)
Mail to:
ATTN: GROUP RETIREE BROKER ADMIN  PA062-1000
UNITEDHEALTHCARE
680 Blair Mill Road
HORSHAM, PA 19044

FOR UNITEDHEALTHCARE INTERNAL USE ONLY:

Date Received: ___/___/______

PCIS Broker ID: ________________