



PRODUCER AGREEMENT

This Ohio Insurance Producer Agreement is between Coordinated Health Mutual, Inc. d/b/a InHealth Mutual (the “Company”) and _____ (the “Producer”).

Recitals

- A. The Company desires to promote the sale and renewal of the programs, products, policies and services (the “Products”) offered by the Company, or its parent company, subsidiaries, and affiliated companies as described herein.
- B. The Producer is willing to sell and renew the Products on behalf of the Company.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Company and the Producer hereby agree as follows:

Provisions

A. RESPONSIBILITIES, AUTHORITY AND WARRANTIES OF PRODUCER

1. The Producer agrees to perform, and to cause its employees and subagents to perform, its obligations under this Agreement in good faith using reasonable care and professional judgment. The Producer shall also perform, and cause its subagents and employees to perform its obligations under this Agreement in compliance with the terms of this Agreement, all current and future Company policies and procedures applicable to activities under this Agreement and applicable state and federal law.
2. The Producer agrees to fully explain the terms of any Products marketed hereunder, state all relevant facts with respect thereto, and shall not make any untrue, misleading or deceptive statements.
3. The Producer agrees to have and maintain any necessary license, bond, and insurance required by applicable law to perform its obligations under this Agreement. The Producer shall also ensure that all of its employees, salesmen, and subagents have, and at all times maintain, any licenses, bonding, and insurance required by applicable law for such subagents and employees to perform services for the Producer under this Agreement. The Producer shall provide copies of such licenses to the Company at the Company’s request.
4. The Producer agrees to familiarize itself and comply with (1) all state and federal laws, rules and regulations applicable to producers; and (2) all Company policies that are provided to the Producer by the Company.
5. The Producer agrees to be responsible for and pay all expenses and fees that the Producer incurs in carrying out the terms of this Agreement.
6. The Producer agrees to deliver to the Company evidence of any claims for benefits under the Products immediately upon receipt.

7. The Producer agrees to be solely and fully responsible for training and supervising the Producer's designated subagents and employees to ensure compliance with the standards set forth in this Agreement as though such subagents and employees were parties to this Agreement.
8. The Producer agrees to be solely responsible for compensating its subagents and employees for services provided under this Agreement. In the event of nonpayment by the Producer, no subagent or employee of the Producer shall have recourse against the Company.
9. The Producer agrees to indemnify and hold the Company harmless from all loss, expense, cost and liability resulting from unauthorized acts or transactions by the Producer, its subagents or employees or any other persons engaged or acting on the Producer's behalf. Similarly, Company agrees to indemnify and hold the Producer harmless from all loss, expense, cost and liability resulting from unauthorized acts or transactions by Company, its subagents or employees or any other persons engaged or acting on the Producer's behalf.
10. The Producer agrees to notify the Company immediately if:
 - a) Any event occurs that would serve as grounds for the Company to terminate this Agreement with cause;
 - b) The Producer, or any subagent or employee, is the subject of an inquiry, investigation or proceeding by an insurance department or other governmental agency relating to it or its conduct as a producer;
 - c) Any complaint is made to any insurance department regarding the Producer's conduct as a producer;
 - d) The Producer's sales contract terminates with any other insurer for reasons other than insufficient sales; or
 - e) The Producer, its subagents or employees, working on the Company's account is convicted of, or pleads guilty or no contest to a felony.
11. Producer shall cooperate fully with Company in effectuating the terms of this Agreement, in its business operations with Insureds and its potential customers, and in any investigation or proceeding of any regulatory or governmental body, or court of competent jurisdiction, including, where required by law, making its books and records available to such entities for inspection, if it is determined by Company that the investigation or proceeding affects matters covered by, related to, or arising out of this Agreement.
12. Producer agrees to reasonably assist Company, at no cost to the Company, to ensure Company's compliance with all applicable laws, rules or regulations that relate to the Company Product(s) sold to the Insured. Such assistance shall include, but not be limited to, (a) providing notice to Company regarding Producer's receipt of a request by Company's member, an Insured, or prospective Insured for a Summary of Benefits and Coverage (as defined by federal law) ("SBC"); and/or (b) providing timely delivery of the SBCs to Company's members, Insureds, and prospective Insureds, in each case as Company may request pursuant to the terms of its written policies that are communicated to Producer and that may be amended from time to time. Upon request by Company, Producer shall promptly provide Company with all relevant information and/or documentation regarding Producer's fulfillment of its obligations set forth in this Section. Furthermore, Producer agrees to indemnify Company from and against any loss, damage or expense, including reasonable attorneys' fees, caused by or arising from Producer's failure to provide such reasonable assistance.

13. Producer agrees to comply and abide with any and all applicable anti-corruption and anti-money laundering laws, other applicable rules, regulations and including, without limitation, those of the U.S. Office of Foreign Assets Control and the Securities and Exchange Commission, as well as the Foreign Corrupt Practices Act 1977 (as amended) with respect to all matters arising out of and in connection with this Agreement. With respect to anti-corruption laws, no money or other inducement will be offered, promised or paid in connection with this Agreement for the purpose of influencing an official act or decision, to exert influence or otherwise secure an improper advantage, or to obtain or retain business, and all transactions related to this Agreement will be fully, accurately and transparently recorded.
14. The authority granted to the Producer under this Agreement shall be limited to the authority necessary for the Producer to perform its activities described under this Agreement.
 - a) The Producer agrees to maintain the necessary legal authority to bind its subagents and employees.
 - b) The Producer is authorized to solicit and forward applications for Products to the Company.
 - c) The Producer is authorized to service Products under the terms and conditions of this Agreement.
 - d) The Producer is authorized to, subject to specific authorization and appointment by the Company, to designate subagents and employees who will act on behalf of the Producer to discharge the Producer's obligations under this Agreement.
15. The Producer, its subagents, and its employees shall not have the authority to:
 - a) Enter into, alter, deliver or terminate any benefit contract or policy on behalf of Company, extend the time of payment of any charges or premiums, or bind Company in any way. Producer acknowledges and agrees that Company reserves the right, in accordance with applicable law, to reject any and all applications submitted by Producer.
 - b) Adjudicate, adjust or settle any claim under any Product or make any promise or representation to any group purchaser or enrollee in connection with any claim under a Product;
 - c) Alter or change the provisions of any Product sold under this Agreement or the rates charged;
 - d) Incur any debt or liability on behalf of the Company or bind coverage under any Product;
 - e) Waive any claims that the Company may have against a third party;
 - f) Receive or collect monies on behalf of the Company except to the extent specifically authorized in writing; or
 - g) Use any marketing materials of other information regarding the Company to the competitive advantage of any competitor of the Company. All such materials provided to the Producer shall be immediately returned to the Company upon termination of this Agreement.
16. The Producer warrants and represents that the Producer and all subagents or employees that are designated by the Producer and authorized and appointed by the Company under the terms of this Agreement are duly licensed under Ohio law as insurance producers to transact life, accident and health insurance, and agrees to assure that all said licenses are maintained in full force and effect during the term hereof and to notify the Company immediately of any termination, suspension, or expiration of any such licenses.
17. The Producer warrants that it will comply with the rules, regulations, policies and procedures relating to the completion and submission of any and all applications for coverage. The Producer agrees not to make any representation concerning any Product that is on the Company's behalf. The Producer shall have no authority to alter, vary, forfeit, modify, amend or waive any of the terms or conditions applicable to the Products.

18. The Producer warrants that it will diligently and to the best of its ability ensure that the representations made by any applicant in any application or related form submitted are true and correct. The Producer further warrants that it will fully inform the applicant that the Company will rely solely upon these representations, conditionally accepting or contracting with the applicant; and that the subsequent discovery by the Company of material facts known by the applicant and either not disclosed or misrepresented on any application or related form can result in the rescission or cancellation by the Company of any contract entered into in reliance thereon, and the applicant shall not be accepted for coverage unless and until the application is reviewed and approved by the Company and the applicant receives a written notice and agreement from the Company setting forth the terms of the coverage.
19. The Producer warrants that it will promptly disclose and identify to all concerned parties any applicant or group seeking insurance coverage or administrative services from the Company for which, or with respect to which, (1) the Producer acts in a representative, fiduciary or other similar capacity under relevant and applicable federal or state law; or (2) from which the Producer receives compensation for identifying and placing such coverages or obtaining such services. The Producer agrees to indemnify the Company from and against any loss or liability that results, or might result, from an undisclosed agency relationship directly or indirectly involving the Company.
20. The Producer warrants that it will not in any way complete or assist in the completion of any application for insurance, medical health questionnaire or portion thereof. The Producer further warrants that it will not provide any advice or instruction to any person completing such application or questionnaire with regard to (1) the nature or accuracy of any representations set forth therein, or (2) the disclosure, in whole or in part, of any prior or current medical or health condition (regardless of any law or regulation), with the exception that the Producer may advise that all representations must be true, complete and accurate.
21. The Producer warrants that neither it nor any subagent or employee has ever been convicted of a federal or state felony involving dishonesty or a breach of trust; or, if so, the Producer has received the written consent of the applicable state insurance regulatory official granting permission to work in the insurance industry, as required by 18 U.S.C. §1033, as amended.
22. The Producer warrants that at all times it maintains liability (E&O) insurance covering the Producer and the producer's subagents and employees against claims for damages based on actual or alleged professional errors or omissions in an amount and with an insurer reasonably acceptable to the Company. Proof of such insurance shall be furnished to the Company upon request, and the Producer shall notify the Company immediately if for any reason such insurance coverage ceases to be in effect.

B. COMMISSIONS

THIS SECTION SHALL ONLY APPLY TO THE EXTENT PRODUCER RECEIVES COMMISSIONS FROM COMPANY PURSUANT TO THE APPLICABLE COMMISSION SCHEDULE

1. The Company shall pay, subject to all the terms, conditions, and limitations hereof, commissions for Products as set forth in the Company's Ohio Standard Commission Schedule for Health Accounts ("Schedule A"). The Company may, at any time, modify Schedule A on a prospective basis upon thirty (30) days prior written notice to the Producer. Commissions will be computed as provided in Schedule A. Such commissions shall be payable as long as the Producer remains the Producer of Record for a policy, as recognized by both the policyholder and the Company. The Company will make available monthly

commission statements to the Producer, or a designee, and the Producer shall be responsible for reviewing the accuracy of each monthly commission statement.

2. Except for clerical errors or undisclosed material facts, the commission statement that the Company makes available to the Producer shall be deemed to be an accurate and complete record of (1) all commissions the Company owes the Producer; and (2) all commission accounts between the Producer and the Company purporting to be covered by that statement. Questions or discrepancies must be brought to the attention of the Company, in writing, within one hundred eighty (180) days from the date of the commission statement, or the information on the commission statement will be deemed accepted by the Producer.
3. Renewal commissions shall be payable to Producer by Company, subject to the terms of this Agreement, including the applicable commission schedule, as long as no other producer is designated in writing as “Agent of Record” or “Broker of Record” by the Insured with respect to the benefit contract for which renewal commissions are paid.
4. If this Agreement is terminated by the Company without cause, the Company shall continue to pay commissions to Producer at the applicable renewal rates used by Company to pay renewal commissions to Producer on benefit contracts and policies produced by Producer at the time of termination for as long as Producer continues to be designated as “Agent of Record” or “Broker of Record” by the Insured with respect to the benefit contract for which renewal commissions are paid. Notwithstanding anything said above, should an individual Producer be hired by Company as an employee at any point after this Agreement becomes effective, such individual Producer shall not be entitled to any commissions for any renewal or on-going benefits contracts whether or not customer wishes Producer to remain as “Broker of Record”. Payment of commissions shall cease as of the date of hire by the Company. Please also reference the Term and Terminations section of this Agreement.
5. Except as provided herein, any assignment or other alienation of any commissions payable under this Agreement shall be valid only with the prior written consent of the Company, subject to the following conditions:
 - a) The assignment must be in writing, in a form acceptable to Company and irrevocable, and will be honored only when the assignee certifies that (a) the assignor is a true employee of the assignee (or that the assignor is a partner of the assignee if the assignee is a partnership;
 - b) The assignor is required to assign all commissions to the assignee as a condition of employment and (c) because of such relationship, it is appropriate for Company to report such commissions for tax purposes as income to the assignee.
 - c) The terms of the assignment must be determined by Company not to prejudice the interest of Company;
 - d) This Agreement is in force and in good standing at the time of assignment; and
 - e) The Company determines in its sole discretion that such assignment of commissions is lawful.
6. The Company will honor a Producer of Record letter from the group designating the Producer to receive commissions for the group purchaser if that Producer has been appointed by the Company, or if the Company agrees to prospectively appoint the Producer. Producer of Record changes will not be accepted on any new group during the first twelve (12) months following the group’s effective date of coverage. After the initial twelve-month (12) period, Producer of Record changes will be accepted, and commissions shall be paid to the Producer pursuant to Producer of Record designation.

7. The Company may cancel, non-renew or otherwise terminate or reduce coverage on any insurance policy that Producer places with the Company at any time, as permitted by law, at the Company's underwriting discretion. If any Product sold is cancelled or terminated for any reason or cause, all right to commissions that might otherwise have been due hereunder shall cease. Producer agrees to refund commissions on policy cancellations, terminations or coverage reductions in each case, whether initiated by the Company or the insured, at the same rate at which such commissions were originally paid.
8. Any indebtedness of the Producer to the Company arising at any time shall, at the Company's discretion, be deducted from any monies due the Producer, and the Company shall have a first lien upon any future commissions or allowances due the Producer hereunder.
9. If any product sold is terminated for any reason or cause, all rights to any commissions that might otherwise have been due hereunder shall cease.

C. TERM AND TERMINATIONS

The term of this Agreement shall begin on the date it is signed by Company (the "Effective Date") and shall continue for an initial term of one (1) year from the Effective Date, and thereafter shall automatically renew for additional terms of one (1) year, unless and until terminated in accordance with the provisions of this Agreement.

1. This Agreement may be terminated without cause by any party giving thirty (30) days notice in writing to the other party or such other time period as may be specified by applicable state law or mutually agreed upon by the parties, at the expiration of which time period this Agreement shall terminate.
 - a) The Producer's Obligations. In the event this Agreement is terminated without cause, the Producer shall ensure that the Producer or its subagents and employees:
 - i. Immediately cease all marketing activities under this Agreement, including soliciting applications for policies covered by this Agreement; and
 - ii. Within thirty (30) days after termination, transfer to the Company, at the Producer's expense, all records, files (electronic or hard copy), manuals, forms, materials, supplies, stationery, literature and promotional activities, seminar materials, computer software, diskettes, licenses, papers, and books relating to this Agreement.
 - b) The Company's Obligations. In the event this Agreement is terminated without cause, the Company shall pay commissions earned by the Producer up to the effective date of termination. After the effective date of termination, no further commissions shall be due or payable to the Producer with the exception of renewal commissions so long as the Producer remains the "Agent of Record" or "Broker of Record".
2. Either party may terminate this Agreement for cause, immediately after providing written notice to the other party, upon the occurrence of a) The insolvency, dissolution, bankruptcy, or receivership of the other party; b) The failure of one of the parties or its subagents or employees to maintain the appropriate licenses required by this Agreement; c) The commission of a material breach of this Agreement by one of the parties or its subagents or employees; d) The commission of a fraudulent, dishonest, or illegal act by one of the parties or its subagents or employees; e) The willful violation of laws, rules, or regulations by one of the parties or its subagents or employees; or f) The determination by a court of competent

jurisdiction that this Agreement is illegal or inoperable or that it has been substantially impaired by operation of law. A material breach of this Agreement includes, but is not limited to: a) The Producer's failure to provide the Company with written notice of the Producer's assignment or conveyance of all or substantially all of the Producer's book of business; b) The Producer's failure to refund commissions to the Company; c) The Producer's failure to maintain errors and omissions insurance as required by this Agreement; d) The violation by the Producer or its subagents or employees of Company policies, that are provided to the Producer by the Company; e) The wrongful failure of a party to turn over funds belonging to another party or to any applicant or insured who has obtained or is seeking to obtain any product; and f) The failure of a party, without legal excuse, to perform any obligation which substantially constitutes the consideration upon which this Agreement is based, or is a substantial factor that is relied upon and without which this Agreement would not have been made.

- a) Termination by Company. In the event that the Company properly terminates this Agreement for cause, the Company shall pay commissions at the applicable rate on products issued as a result of applications submitted prior to the effective date of termination. The Company shall not be obligated to pay any commissions whatsoever after the effective date of termination of this Agreement.
- b) Termination by Producer. In the event the Producer properly terminates this Agreement for cause, the Company shall pay commissions at the applicable rate on products issued as a result of applications submitted prior to the effective date of termination. The Company shall not otherwise be obligated to pay any commissions whatsoever after the effective date of termination of this Agreement.

3. This Agreement shall automatically terminate:

- a) Upon the death of Producer, if Producer is an individual,
- b) Upon the dissolution of the corporation or partnership, if Producer is a corporation or partnership, or
- c) Upon the Company's employment of Producer as an employee, if the Producer is an individual. In the case of (iii), such individual Producer shall also not be entitled to any further payments as a Producer, to the extent such Producer was so entitled prior to such employment. Please reference "Rights to Commissions on Termination", if applicable.

D. SETTLEMENT OF CLAIMS

The Producer and the Company agree to meet to attempt in good faith to resolve any disputes arising out of or relating to this Agreement. If the Producer and the Company are unable to resolve any such differences, then the disputing parties shall submit the dispute to non-binding mediation before a mediator chosen jointly by each of the disputing parties. The mediation shall take place in Franklin County, Ohio. Any mediator chosen for mediation must have adequate relevant insurance producer experience.

E. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) – PRIVACY AND SECURITY RULES

In the event Producer obtains access to "protected health information" (within the meaning of 45 C.F.R. Parts 160-164) ("PHI") concerning Company's members in the course of performing its duties under this Agreement, Producer shall be subject to the following terms:

1. Except as set forth in paragraph 2 of this Section E, Producer shall not use or disclose PHI for any purpose other than to perform its obligations under this Agreement or as required by law.

2. Producer may use PHI it received in its capacity as Producer, as necessary for:
 - a) The proper management and administration of Producer or (ii) to carry out its legal responsibilities. Producer may disclose PHI it received in its capacity as Producer, as necessary for the purposes described in the preceding sentence, if: (i) the disclosure is required by law; or
 - b) Producer obtains from the person to whom the PHI is disclosed a written agreement that (A) the PHI will be held confidentially and will not be used or further disclosed except as required by law or for the purpose for which it was disclosed and (B) the person to whom the PHI is disclosed will notify Producer (who will in turn promptly notify Company) of any instances of which such person is aware in which the confidentiality of the PHI has been breached.
3. Producer shall use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement. Producer shall report to Company any unauthorized use or disclosure of PHI by Producer or its workforce or any of its agents/producers or subcontractors, of which it becomes aware. Producer shall mitigate, to the extent practicable, any harmful effect that is known to Producer of any use or disclosure of PHI by Producer or its workforce or any of its agents/producers or subcontractors in violation of this Agreement.
4. Producer agrees to ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Producer agree in writing to the same restrictions and conditions that apply through this Agreement to Producer with respect to such information.
5. Producer shall afford Company's members (i) the right to access PHI in accordance with 45 C.F.R. 164.524 and (ii) the right to amend PHI in accordance with 45 C.F.R. 164.526.
6. Producer shall make its records available for purposes of responding to member requests for an accounting in accordance with 45 C.F.R. 164.528. In the event Producer makes any disclosures of PHI that are subject to the accounting requirements of 45 C.F.R. 164.528, it shall promptly report such disclosures to Company, including the date of the disclosure, the name and, if available, address of the recipient of the PHI, a brief statement of the PHI disclosed, and a brief description of the purpose of the disclosure that reasonably informs the individual of the basis of the disclosure. Producer should send such information to Company at the following email, address or fax:

Coordinated Health Mutual, Inc.
Attn: Privacy Officer
501 W. Schrock Rd., Ste. 310
Westerville, OH 43081
Fax: (800) 538-0372
Email: HIPAA@inhealthohio.org

7. With respect to "electronic protected health information" (within the meaning of 45 C.F.R. Parts 160-164) ("ePHI"), Producer shall comply with (and ensure that its subcontractors implement and comply with):
 - a) the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Company;

- b) Ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of Producer agrees to comply with the applicable requirements of Subpart C of 45 C.F.R. Part 164 by entering into a contract that complies with 45 C.F.R. Section 164.314;
 - c) In no event, without Company's prior written approval, provide ePHI received from, or created or received by Producer on behalf of Company, to any employee or agent, including a subcontractor, if such employee, agent or subcontractor receives, processes, or otherwise has access to such ePHI outside of the United States; and
 - d) Make policies and procedures relating to Producer's safeguarding of ePHI available to Company, or at the request of Company to the Secretary of Health and Human Services (the "Secretary"), in a time and manner designated by Company or the Secretary, for purposes of the Secretary determining Company's compliance with HIPAA; and
 - e) Report to Company any Security Incident of which Producer becomes aware.
8. Producer acknowledges and agrees that, as of the applicable effective dates for such provisions, Producer shall comply with each provision of the American Recovery and Reinvestment Act of 2009 ("ARRA") that extends a HIPAA Privacy Rule or Security Rule requirement to business associates of HIPAA covered entities. In particular, but without limitation, Producer:
- a) Shall report to Company any Security Breach of Unsecured PHI without unreasonable delay and, in no case, less than ten (10) days after Discovery; and
 - b) Shall not directly or indirectly receive remuneration in exchange for any PHI of an individual without Company's prior written approval and notice from Company that it has obtained from the individual a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by Producer. The foregoing shall not apply to Company's payments to Producer for services delivered by Producer to Company.

For purposes of this Agreement, the following definitions apply:

- a) "Discovery" means the first day on which a Security Breach is known to Producer (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Producer), or should reasonably have been known to Producer, to have occurred.
 - b) "Breach" has the same meaning as the term "breach" in 45 C.F.R. 160.501.
 - c) "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
 - d) "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified by guidance issued by the Secretary of the Department of Health and Human Services from time to time.
9. Producer acknowledges that, effective the later of the Effective Date of this Agreement or February 17, 2010, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d -5 and 1320d-6, as amended from time to time, for failure to comply with any of the safeguards, security, use and disclosure requirements of this Agreement and any guidance issued by the Secretary from time to time with respect to such safeguards, security, use and disclosure requirements.

F. LITERATURE, PROMOTIONAL MATERIALS AND ADVERTISING

The Producer shall not publish, broadcast or distribute any advertisement or other marketing material relating to the Company, not originated by the Company, nor use the name, trademark or logo of the Company in any way or manner without the Company's prior written consent and then only as specifically authorized in writing by the Company. The restrictions on promotional and descriptive material included

in this Paragraph includes, but is not limited to, enrollment materials, internet communications, or any other electronic transmissions representing the Company Products, brochures, benefit sheets, telephone directory advertisements (print or electronic) and Producer or agency company listings. Any e-mail authorized by the Company that is sent by the Producer, its subagents or employees shall comply with the "Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003." The Producer, its subagents and employees shall also comply with any federal or state "Do Not Call" laws if marketing insurance over the telephone on behalf of the Company.

G. RECORDS

The Producer agrees to maintain records, including records of account, producer commissions paid, and the Products issued, pursuant to this Agreement. In addition, the Producer shall keep complete and accurate records of the activities of the Producer, its subagents and employees under this Agreement. The Company shall, upon reasonable notice and demand, have access during regular business hours to any such records maintained by the Producer. Such records shall be maintained during the term of this Agreement and the longer of the following periods: six (6) years after termination of this Agreement, or such other time period required by law. Producer shall permit any representative of CMS, at any reasonable time and upon reasonable notice, to inspect, audit and examine records pertaining to this Agreement.

H. INDEPENDENT CONTRACTOR

The Producer is an independent contractor and not an employee of the Company. The Producer shall not be held out as an agent of the Company for any purpose other than as described in this Agreement. Nothing in this Agreement or any attachments shall be construed to create a principal-agent relationship between the Producer and the Company except to the extent that Producer acts as an insurance producer and may solicit business for the Company. Likewise, nothing in this Agreement or any attachments shall be construed to create an employer-employee relationship between the Producer and the Company.

I. CONFIDENTIALITY

The Producer acknowledges that there are other Producers in competition with the Producer in the same geographic area, and therefore, also acknowledges that this Agreement must remain confidential. The Producer agrees that it shall not disclose to any person or entity the fact of this Agreement, the terms of this Agreement, or other facts relating to this Agreement.

It shall not be considered a violation of the confidentiality provisions of this Agreement for the Producer to disclose to any third party that retains, or seeks to retain the Producer as its agent for purposes of obtaining insurance coverage and/or insurance related administrative or consulting services either/or both of the following: (1) that the Producer is compensated by the Company for actions taken to solicit and/or place individual and group insurance and insurance related contracts and policies underwritten or otherwise provided by the Company and its parent companies, subsidiaries and affiliated companies; and (2) the direct commissions payable, and total amounts payable, to the Producer in connection with a policy or contract issued, or to be issued, to such third party; provided that the Producer shall in no event disclose any information considered by the Company to be trade secrets or proprietary information including, without limitation, marketing plans and programs, commission formulas, override and bonus programs and similar information.

J. GENERAL TERMS

- 1. **Fiduciary Capacity.** Producer agrees that in performing under this Agreement, Producer may be acting in a fiduciary capacity to Company. To the extent Producer is acting as a fiduciary to Company, Producer shall act in the best interest of Company and shall not permit other interests, activities or responsibilities to interfere with Producer’s faithful performance under this Agreement.
- 2. **Notice.** All notices required by this Agreement shall be in writing and shall be deemed sufficiently given and delivered at the time of mailing thereof if sent by regular mail to the principal place of business of each party as follows:

If to the Company: Coordinated Health Mutual, Inc.
 Attention: General Counsel
 501 West Schrock Rd, Suite 310
 Westerville, Ohio 43081

If to the Producer: [Producer Name]
 [Address]
 [City, State, Zip]

- 3. **Waiver of Rights.** No waiver by any party of any breach of or default under a provision of this Agreement shall operate or be construed as a waiver of any subsequent breach or default of like or similar nature.
- 4. **Severability.** In the event that any provision of this Agreement or any part thereof is determined to be unenforceable, invalid or illegal, the validity of any other provision, or part thereof shall not be affected adversely, and this Agreement shall continue to be binding upon the parties hereto as if said unenforceable, invalid or illegal provision or part thereof had not been included herein.
- 5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- 6. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto and no modification, amendment, change or discharge of any term or provision of the Agreement shall be valid or binding unless the same is in writing and signed by all parties hereto.
The parties agree that this Agreement supersedes and renders void any previous agency agreements between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

COMPANY

By: _____

Title: _____

PRODUCER

By: _____

Title: _____

Date: _____

Date: _____

Ohio Producer Information

Producer or Agency Name: _____
(As entered on Page 1 of this Ohio Insurance Producer Agreement)

If Producer, Social Security Number
If Agency, Federal Tax I.D. Number: _____

Address: _____
(Street Address, City, State and Zip Code)

Phone Number: _____

Fax Number: _____

If **Producer**, Your E-mail Address: _____

If **Agency**, Name, Social Security Number and E-mail Address of Principal(s) of Agency:
(A principal of an agency is an individual who has authority to make decisions and can legally bind the agency.)

Agency Principal Name	Social Security Number	E-mail Address
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Agency Principal Name	Social Security Number	E-mail Address
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Agency Principal Name	Social Security Number	E-mail Address
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If **Agency**, please provide the name, social security number, address, phone number and e-mail address of each licensed Producer within your agency, **including principals**, for which you are seeking appointment on Page 12.

Agency Name: _____
(As entered on Page 1 of this Ohio Insurance Producer Agreement)

_____	_____	
Producer Name	Social Security Number	
_____	_____	
Address (or "same" if same as Agency address)	Phone Number	E-mail Address

_____	_____	
Producer Name	Social Security Number	
_____	_____	
Address (or "same" if same as Agency address)	Phone Number	E-mail Address

_____	_____	
Producer Name	Social Security Number	
_____	_____	
Address (or "same" if same as Agency address)	Phone Number	E-mail Address

_____	_____	
Producer Name	Social Security Number	
_____	_____	
Address (or "same" if same as Agency address)	Phone Number	E-mail Address

_____	_____	
Producer Name	Social Security Number	
_____	_____	
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Please add additional sheets, if necessary.