

BROKER AGREEMENT

This Agreement (this "Agreement") is made as of _____, 2016 (the "Effective Date"), by and between Health Services Administrators located at 135 Wood Road, Braintree, MA 02184 ("HSA") and _____, an insurance agency ("Agency"), and collectively here within (the "Parties").

1. Confidentiality.

1.1 Each of HSA and Agency agrees that all proprietary or confidential information communicated by one party to the other, whether before or after the Effective Date of this Agreement, and whether or not specified as confidential, will be held in confidence and will be used only in the performance of duties under this Agreement. Such information (hereinafter called "Confidential Information") may be received by HSA or Agency (the "Receiving Party") by any means. The term "Confidential Information" shall not include: (i) information that becomes publicly available without any breach of this Agreement, (ii) information received from a third party without any confidentiality obligation and without any breach of this Agreement, (iii) information that is independently developed by the Receiving Party without access to or reliance upon Confidential Information, (iv) information disclosed to a third party by the disclosing party without any confidentiality restrictions on the third party, and (v) information that is approved for release by written authorization of the disclosing party.

1.2 A Receiving Party shall hold all Confidential Information of the other party in confidence and shall use the same standard of care to protect the confidentiality of such Confidential Information as the Receiving Party uses to protect its own confidential information. Except to the extent required to perform its obligations under this Agreement, a Receiving Party shall not transfer, disclose or otherwise make available to any person or entity, in whole or in part or in any form, any Confidential Information of the other party, unless the Receiving Party is advised by counsel that such information is required by law to be disclosed (in which case the Receiving Party shall promptly notify the other party or parties that such information is required by law to be disclosed and the basis for such disclosure, unless such notification is prohibited by law), and the Receiving Party will cooperate with the other party to take reasonable actions deemed appropriate by the other party to limit the required disclosure of Confidential Information to the greatest extent possible under applicable laws and regulations.

2. Obligations of Agency.

2.1 Agency will: (i) assure that its designated employees engaged in the sale of insurance products are properly licensed; (ii) assure that its licensed employees are enrolled in continuing education to satisfy state licensing requirements for the sale of insurance products; and (iii) otherwise seek to assure that its activities comply with state insurance regulations.

2.2 Agency shall bear all of the expenses that its respective employees, agents or sub-agents incur in the performance of this Agreement including, but not limited to, costs incurred by Agency to produce and distribute marketing materials.

3. Personally Identifiable Information ("PII")

3.1 Broker agrees that it may have access to an individual's personally identifiable information ("PII"), which includes income and health information, in order to perform its obligations under this Agreement. Broker certifies that it will only use PII for the purpose of fulfilling these obligations and agrees to safeguard PII in accordance with the terms of this Agreement and all applicable state laws, federal laws and any applicable Health Services Administrators policies, procedures and guidelines. Broker further certifies that it has read Health Services Administrators privacy policy and that it has in place the same or more stringent privacy and security standards as Health Services Administrators. Broker certifies that it will not use PII obtained from Health Services Administrators about employers, employees or individuals for marketing purposes other than in connection with the sale of Health services Administrator's Plans. Broker agrees that it has developed its own relevant annual privacy and security training for its employees and/or contractors and will provide documentation of such training upon request.

3.2 If Broker becomes aware of a disclosure of PII and/or a security breach, Broker will immediately notify Health Services Administrators of the disclosure and/or security breach and comply with all applicable state laws, federal laws and any applicable Health Service Administrator's policies, procedures and guidelines relating to the reporting of disclosures and security breaches including but not limited to General Laws of Massachusetts Chapter 93H. In the event of a disclosure of PII caused by Broker, Broker agrees to indemnify and hold Health Services Administrators harmless as to any suit, damages, cost, expenses, (including attorney fees), fines or loss resulting from this disclosure

4. Compensation of the Agency.

4.1 Compensation Related to HSA Direct Business. During the term of this Agreement, any business procured through HSA on behalf of employer groups will be subject to the HSA commission schedule attached hereto as Exhibit A. HSA reserves the right to adjust such commissions schedule at any time without notice.

5. Term and Termination.

5.1 Term. This Agreement shall be effective from the Effective Date written above until terminated as hereinafter provided (the "Term").

5.2 Termination. Either party may terminate this Agreement upon written notice to the other party.

5.3 Effect of Termination and Survival. Upon the termination of this Agreement for whatever reason: (a) except as provided in the next sentence, all obligations of the Parties hereunder shall cease. The terms of this Section 5.3, Sections 2.1 and 2.2, and Section 7.4 shall survive the Term of this Agreement however terminated.

6. Relationship Between HSA and the Agency.

6.1 Nothing contained in this Agreement shall be deemed to create a partnership, joint venture or similar relationship between or among the parties. The parties' relationship shall be that of independent parties contracting for services. No party shall hold itself out as having the authority to bind the other. Neither the Agency nor any of its Staff is an employee or agent of HSA for any purpose whatsoever, and shall not be entitled to payment in the form of salary, paid vacation days, sick days, holidays or any other benefits provided to HSA employees. The Agency agrees that no income, social security or other taxes or amounts shall be withheld or accrued by HSA for the Agency's benefit or for the benefit of its Staff and no statutory insurance shall be written by HSA on behalf of the Agency or the employees of the Agency.

7. Miscellaneous.

7.1 **Assignment.** This Agreement cannot be assigned by either party without the other's prior written consent, except in connection with a merger, reorganization or sale of substantially all of the assets of either party.

7.2 **Entire Agreement.** This Agreement, including the Exhibits hereto, supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the services of Agency, and contains all of the covenants and agreements between the Parties with respect to such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducement, promises or agreements, oral or otherwise, with regard to this Agreement or the services to be rendered under it have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

7.3 **Modifications and Waivers.** No modification or waiver of this Agreement shall be binding unless in writing and signed by the Parties hereto. The waiver by either party of any breach by the other party of any of its obligations hereunder or the failure of such party to exercise any of its rights in respect of such breach shall not be deemed to be a waiver of any subsequent breach.

7.4 **Indemnification.** HSA shall indemnify the Agency from and against any and all damages, claims, costs, and expenses related to the material breach by HSA of the provisions of this Agreement, including court costs and attorney fees. The Agency shall indemnify HSA from and against any and all damages, claims, costs, and expenses related to the material breach by the Agency or any of its employees, agents or brokers of the provisions of this Agreement, including court costs and attorney fees.

7.5 **Choice of Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Massachusetts, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.



BROKER AGREEMENT SIGNATUREPAGE

The parties are signing this Agreement on the Effective Date indicated in the introductory clause.

Health Services Administrators
("HSA")

Agency/Broker Name: __

By:
Name: Jeff Rich
Title: Chief Executive Officer

By:
Name: _____
Title: _____