

Avesis Third Party Administrators, Inc. Agent Commission Agreement

THIS AGREEMENT is made and effective this date, _____ 20__, between Avesis Third Party Administrators, Inc., (hereinafter described as "Administrator"), and

| Name of Agent | City | County | State | Zip |
|---------------|------|--------|-------|-----|
|---------------|------|--------|-------|-----|

(hereinafter described as "Second Party").

1. COMMISSION. Subject to the provisions of this Agreement, in accordance with the rules and regulations of the Administrator, and as hereinafter set out, the Administrator, or its duly authorized representative, will pay Commissions to Second Party on premiums received in cash by the Administrator for policies issued during the term of this Agreement upon applications procured and submitted by Second Party. Such Commissions will be calculated in accordance with the provisions of the Commission Schedules, attached hereto.

- (a) Commissions will not be paid on premiums waived, premiums paid in advance (except as they are applied toward payment of the current premium) or premiums paid subsequent to a lapse of a policy unless the policy is reinstated solely through the instrumentality of the Second Party.
- (b) The Administrator has the right, at its sole discretion, to modify any Commission Schedule attached hereto, by furnishing Second Party advance written notice of any such modification. However, any such modification will not apply to any policy whose effective date was prior to the effective date of the modification.
- (c) The insurance products governed by this Agreement are outlined in the attached Commission Schedule, which may be modified by the Administrator from time to time by the addition or deletion of products.

2. AUTHORITY TO SOLICIT. Second Party is authorized to solicit applications for insurance for the Administrator, collect the first premium on each policy of insurance applied for and pay the same over to the Administrator in accordance with the Administrator's procedures; deliver the policies of insurance as directed by the Administrator; and do any act or perform any duty which is specifically authorized in writing and signed by an officer of the Administrator.

This authority granted the Second Party is subject to the rules of the Administrator and statutes and regulations of applicable insurance departments, including licensing requirements.

The Second Party shall be responsible to the Administrator for all business conducted by it or entrusted to persons employed by it, and shall indemnify and hold the Administrator harmless for all costs, cause of actions, and damages resulting from acts or transactions by the Second Party, its officers or its salaried employees.

Authority to solicit is subject to appointment of the Second Party with the Insurer as required by the insurance law in such states as the Second Party is licensed and authorized to solicit. The Administrator will pay such fees on behalf of the Second Party for the initial appointment. The Second Party will pay to the Administrator such fees as may be required for renewal of appointment and termination of appointment in each and every state where the Second Party must be appointed in order to solicit. In lieu of billing the Second Party, the Administration may chose to deduct the appointment fees from commissions due to the Second Party. Additionally, Second Party will be responsible for payment of all such fees for sub-producers under Second Party's supervision who are appointed with the Administrator to solicit and notifying Administrator of appointments which should be non-renewed or terminated.

3. LIMITATION OF AUTHORITY. Second Party has no authority to alter, modify, waive or change any of the terms, rates or conditions of the Administrator's policies or contracts. Second Party will have no authority to advertise, distribute or publish, regardless of the media, any matter or thing concerning the Administrator or its policies without written permission of the Administrator, nor to do any act or perform any duty other than is expressly granted herein except as specifically authorized in writing by the Administrator. The Second Party shall give the Administrator immediate notice of any legal proceedings initiated against it or against any sub-producer of which it has notice.

4. RELATIONSHIP. The relationship between the Administrator and Second Party will be that of independent contractor and contractee, and not that of employer and employee. Within the territory herein designated, Second Party will be free to exercise independent judgement as to the time and manner in which he may perform the services authorized to be performed under this Agreement, but the Administrator may from time to time prescribe rules and regulations with respect to the conduct of the business covered hereby, not interfering with such freedom of action of Second Party, which rules and regulations Second Party will conform to and observe.

5. TERRITORY. The area within which Second Party will have the right to represent the Administrator may be as directed from time to time by the Administrator but this territory is not assigned exclusively to Second Party.

6. VESTED COMMISSIONS. In the event of termination of this Agreement, except in the case of death, commissions will be payable under the following conditions, subject to the provisions of this Agreement:

One Hundred Percent (100%) of the commissions will be payable after its effective date.

Second Party will forfeit all of his/her interests under this Agreement in the event of termination of this Agreement if Second Party sells or offers to sell, directly or indirectly, to any person or persons, insurance at any reduction from the regular table rates as furnished Second Party by the Administrator, or violates the insurance laws of any state, or withholds any money, policy or receipt contrary to the provisions of this Agreement or regulations made thereunder. Such sale, offer of sale, violation of law, or dereliction will, without further notice, work an immediate termination of this Agreement and an unconditional forfeiture of all rights, claims and demands whatsoever Second Party has against the Administrator, accrued or to accrue under this or any previous contract and under any supplementary agreement or amendment, for commissions, both first year and renewal, or other compensation or payment, but nothing herein contained will be construed to affect any rights or claims of the Administrator against Second Party.

7. BENEFICIARY. In the event this appointment is terminated by death, One Hundred Percent (100%) of any compensation which would otherwise be paid to Second Party under this Agreement will be paid by the Administrator to

_____, if living, who bears the relationship of

_____, otherwise to Second Party's estate.

8. LIABILITY. Commissions will be subject to reduction by the Administrator for any amount due the Administrator from Second Party or for any amount of claims made against the Administrator because of any action or inaction of Second Party. This right of off-set will also apply to any renewal Commissions.

Second Party will be jointly and severally liable for debit balances of all classes of the Administrator representatives, however designated in their separate contracts, on whose production Second Party is contractually entitled to any override commission or service fee from the Administrator.

To secure the repayment to the Administrator of such debit balances, whether now existing or hereafter arising, Second Party agrees that the Administrator may apply any and all existing future indebtedness of Second Party to the Administrator against any earned commissions or other sums payable to Second Party by the Administrator. To further secure such repayment, the Second Party hereby assigns and grants to the Administrator a security interest in all commissions and any other sums payable which are now or may from time to time hereafter be due to Second Party from the Administrator. The Administrator's right of off-set, as described herein, and security interest, as granted herein, constitute a paramount and prior lien on any and all commissions or any other sums payable to Second Party by the Administrator and the Administrator may, at any time without notice, apply such commissions and other sums payable to such indebtedness.

9. REFUNDS. Should the Administrator for any reasons refund any premium on any policy secured hereunder, the Second Party will repay, on demand, any commission received on that premium.

10. ASSIGNMENT. No assignment of any commission or any other amounts, or any portion thereof, due or to become due to Second Party hereunder will be valid unless authorized in advance in writing by the Administrator, and any assignments so authorized will be subject to any and all indebtedness of Second Party to the Administrator then existing or thereafter accruing.

11. FORFEITURE. Should Second Party at any time endeavor to induce representatives of the Administrator to discontinue their Agreement, or its policyholders to relinquish their policies, Second Party will forfeit any and all commissions that he/she might otherwise have acquired under any and all contracts with the Administrator.

In the event the renewal commissions due Second Party are less than One Hundred Eighty Dollars (\$180.00) for any calendar year, any subsequent renewal commissions will be continued or discontinued at the option of the Administrator.

12. EXPENSES. Second Party will pay all expenses incurred in the performance of this Agreement, and when requested by the Administrator, will furnish a bond of indemnity in such form and amount as approved by the Administrator.

13. ACCOUNTING. The Administrator will furnish Second Party with monthly accounts showing commission payments made to Second Party within such accounting period.

14. TERMINATION OF AGREEMENT.

(a) Termination Without Cause

(1) Either party may terminate this Agreement without cause by giving 30 days written notice to the other of such termination.

(2) This Agreement will automatically terminate, without notice, on the date of Second Party's death.

(b) Termination for Cause. Upon failure of either Party to perform any of its obligations or covenants hereunder, the other Party may terminate and cancel this Agreement effective immediately upon service of notice of such termination on the other Party, which notice will specify the cause of termination. This Agreement will be automatically cancelled without notice by reason of fraud, misappropriation or withholding of funds, by Second Party, or if the Second Party will file a Petition in Bankruptcy (for any purpose whatsoever) or if he/she will make an assignment for the benefit of creditors or will be adjudicated bankrupt or if a receiver or conservator will; be appointed for him, and anything contained in this Agreement to the contrary notwithstanding, thereafter no compensation of any kind will be payable to Second Party.

Anything to the contrary in this Agreement notwithstanding, all indebtedness due to the Administrator from Second Party will be immediately payable without demand or notice therefore by Second Party to the Administrator upon termination of this Agreement regardless of whether such terminations is with or without cause.

In the event of termination, the Second Party shall immediately turn over to the Administrator all undelivered policies, rate books, such correspondence and records, and other property of the Administrator as pertain to business produced by the Second Party, or agencies recruited by Second Party during the term of this Agreement, which are then in its possession.

Except as specifically provided in this Agreement, no commissions, service fees or other compensation of any kind will be payable to Second Party following termination of this Agreement.

15. ARBITRATION. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

16. SOLE AGREEMENT. This Agreement supersedes any and all previous agreements between the parties hereto which pertain to the solicitation of applications for any insurance mentioned herein, and the payment of commissions on premiums on policies issued by the Administrator under previous contract with Second Party is not hereby impaired.

This Agreement cannot be changed by any verbal promise or statement by whomsoever made, and no written modification or change will bind the Administrator unless it is signed by the President, a Vice President or Secretary of the Administrator, which expresses an intention to modify or change this Agreement.

17. GOVERNING LAW. This Agreement shall be governed as to performance, administration and interpretation by the laws of the State of Arizona.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

By: _____
Avesis Third Party Administrators, Inc. ("Administrator")

By: _____
Agent ("Second Party")

Please read and initial the following addendum

Addendum: I acknowledge and agree to be paid 10% commission on premium received for sold groups.

Agent Avesis