

**Please Email Completed Information to  
Tim.Hawley@exemplarinsuranceassociates.com**

Exemplar Insurance Associates, Inc.  
1107 West Market Center Drive  
High Point, NC 29260

# EXEMPLAR

INSURANCE ASSOCIATES

**Exemplar Insurance Associates New Agent Information**

**DATE:** \_\_\_\_\_ **STATE** \_\_\_\_\_

**AGENT NAME:**

\_\_\_\_\_  
(Last) (First) (Middle)

**RESIDENT ADDRESS:**

\_\_\_\_\_  
(Street) (City) (State) (Zip)

**BUSINESS ADDRESS:**

\_\_\_\_\_  
(Street) (City) (State) (Zip)

**Home Phone:** \_\_\_\_\_ **Bus. Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_ **Cell:.** \_\_\_\_\_

**Email:** \_\_\_\_\_ **SS #:** \_\_\_\_\_

**Recruiting**  
**Manager**

\_\_\_\_\_

**CONTRACT AGREEMENT  
BETWEEN  
EXEMPLAR HEALTH BENEFIT ADMINISTRATOR  
AND  
INDEPENDENT MARKETING REPRESENTATIVE**

**ARTICLE 1: PARTIES AND TERM OF CONTRACT**

This Agreement is entered into by and between **Exemplar Health Benefits Administrator** at 1107 West Market Center Drive, High Point, NC 27260 (hereinafter "**Company**") and Name. \_\_\_\_\_  
at Address \_\_\_\_\_, City \_\_\_\_\_,  
State \_\_\_\_\_, Zip Code \_\_\_\_\_ (hereinafter "**Independent Marketing Representative**"). This Agreement will become effective on month \_\_\_\_\_, day \_\_\_\_\_ and year \_\_\_\_\_ and will continue in effect an indefinite period of time.

**ARTICLE 2: SCOPE OF SERVICES TO BE PERFORMED BY INDEPENDENT MARKETING REPRESENTATIVE**

- 2.1. Independent Marketing Representative agrees to procure sales of group health insurance for Company.
- 2.2. Independent Marketing Representative will determine the method, details, and means of performing the above- described services, so long as those methods, details and means of performing comply with all applicable state and federal regulations governing the sales and marketing of insurance products in the state that the Independent Marketing Representative will be conducting business.
- 2.3. Independent Marketing Representative enters into this Contract/Agreement, and will remain throughout the term of this Contract/Agreement, as Independent Marketing Representative. Independent Marketing Representative agrees that Independent Marketing Representative is not an employee, partner, agent, or principal of Company while this Agreement is in effect. Independent Marketing Representative is not entitled to the rights or benefits afforded to Companies employees.
- 2.4. Independent Marketing Representative is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Company to Independent Marketing Representative of services under this Contract/Agreement. Independent Marketing Representative agrees to indemnify Company for any claims, charge backs, cost, losses, fees, penalties, interest, or damages suffered by Company resulting from Independent Marketing Representative failure to comply with this provision.
- 2.5. Independent Marketing Representative agrees that the work shall be in every respect at his or her own risk until completed and accepted by the Company, except as damages or injuries caused directly by the Company or the Company's agents or employees.
- 2.6. Independent Marketing Representative shall indemnify and save harmless the Company and it's clients from claims under Workman's Compensation Acts and from any other claim for damages for personal injury, including death to Independent Marketing Representative, or other person or injury to property, that may arise, in any manner from the carrying out of the contract, whether by the Independent Marketing Representative or by anyone directly or indirectly employed by the Independent Marketing Representative.
- 2.07. Independent Marketing Representative shall obtain and maintain, at his or her own cost, all necessary licenses and meet any other requirements necessary to legally provide the work and services described in this contract

2.8 Independent Marketing Representative shall obtain a professional liability policy which covers the scope of the work described in this contract at a coverage limit of no less than \$1,000,000.00 per claim. Independent Marketing Representative shall keep true and correct records and books of account in which shall be entered all necessary information to determine his or her compensation, as described in Article 4 below.

### **ARTICLE 3: TERMINATION**

3.01. This Contract/Agreement may be terminated at the will of either party hereto, with or without reasonable cause. Contract/Agreement may be terminated only by 30 day written notice. After termination, the Independent Marketing Representative will not use proprietary information including names, material, or similar material developed by company for a period of twenty four (24) months. It is understood that use of such information by one party without the other parties written approval will gravely and irreparably cause damage to said party.

### **ARTICLE 4: COMPENSATION**

4.1. As compensation for the services rendered by Independent Marketing Representative under this Contract/Agreement, Company shall pay said amount owed to Independent Marketing Representatives on premiums/payments/fees actually received and earned by the Company in accordance with the commission agreed to prior to the procurement of any sale.

4.2. All commissions shall be calculated only on dues/fees/premiums actually received by the Company. Commissions will be calculated only on those dues/fees/premiums paid by or on behalf of the Clients/Members of Company.

4.3. Commissions to Independent Marketing Representative from Company are vested immediately from the date of this Contract/Agreement for the life of all business and shall continue while said Contract/Agreement is in force. Said commissions and vesting of commissions shall continue upon termination of this contract for life of business, less any debt, liabilities or obligations to Company, caused by Independent Marketing Representative to Company without Companies authority or consent. Any and all amounts of debt, liabilities or obligations owed to Company or its affiliates by Independent Marketing Representative shall become due and payable within 30 days written notice to Independent Marketing Representative at its address, from Company.

4.4. Company reserves the right to modify the benefit rate schedules or commissions (i.e. program sales prices/insurance company modifications) in the event of documented cost changes or compensation to the underlying product or benefit packages.

## **ARTICLE 5: DEPARTMENT**

5.01. Should the Independent Marketing Representative at any time, either before or after termination of this Contract/Agreement, wrongfully withhold the funds belonging to any client or applicant, a Membership/Policy holder or the Company; or should the Independent Marketing Representative induce the membership holder or client to lapse, relinquish or surrender a membership/policy with the Company; or should Independent Marketing Representative be in default under, or fail to comply with any provision, covenant, representation or warranty contained in this Contract/Agreement, or in any document or instrument related thereto between the Company and the Independent Marketing Representative; or should the Independent Marketing Representative fail to comply with any State laws or regulations, or Federal laws or regulations under which they or otherwise subject; then the Independent Marketing Representative shall immediately cease and desist operation, and indemnify the Company for any and all damages to Company.

## **ARTICLE 6: ARBITRATION**

6.01. Any controversy or claim arising out of or relating to this Contract/Agreement or the breach thereof shall be settled by arbitration in accordance with the commercial Arbitration Rules of the American Arbitration Association and judgement upon the award rendered by the arbitrator(s).

## **ARTICLE 7: BUSINESS EXPENSES OF INDEPENDENT MARKETING REPRESENTATIVE**

7.01. It is recognized and agreed that in connection with the services to be performed for Company, Independent Marketing Representative agrees to all cost for advertising in newspaper, trade publications, take on cards, email, fax, trade shows, leads program, postcards and other advertising intended to promote the sale of health, life insurance, investments and other related benefit packages for Company. Company has no obligation to furnish or provide any such materials or services, however, if Company chooses to do so in certain circumstances, it does so without waiving the terms stated in this Article.

## **ARTICLE 8: PROPERTY AND COPYRIGHTS OF THE PARTIES**

8.1. All books and records utilized by Independent Marketing Representative in performing its duties under this Contract/Agreement shall be immediately returned to Company by Independent Marketing Representative on any termination of this Contract/Agreement, whether or not any dispute exists between Company and Independent Marketing Representative, regarding, and/or following the termination of this Contract/Agreement.

8.2. Independent Marketing Representative agrees that the names and addresses of Companies customers/clients constitute trade secrets of Company and that the sale or unauthorized use or disclosure of any of Companies trade secrets obtained by Independent Marketing Representative during the term of this Contract/Agreement constitutes unfair competition. Independent Marketing Representative shall not directly or indirectly make known to any person, firm or corporation the names or addresses of any of the customers of Company or any other information pertaining to them, or call on, solicit, take away, or attempt to call on, any of the customers of Company on whom Independent Marketing Representative called on or with whom Independent Marketing Representative became acquainted with, or the names and addresses of which Independent Marketing Representative learned, saw, or became familiar or acquainted with, during the term of this Contract/Agreement, either on behalf of Independent Marketing Representative, or for any other person, firm, or corporation.

8.3. During the term of this Contract/Agreement, Independent Marketing Representative will have access to and become acquainted with various trade secrets, consisting of formulas, patterns, devices, secret inventions, processes, and uses in the operation of Company's business.

8.4. All files, records, documents, drawings, specifications, and similar items relating to the business of Company, whether they are prepared by Independent Marketing Representative or come into Independent Marketing Representative possession in any other way and whether or not they contain or constitute trade secrets owned by Company, are and shall remain the exclusive property of Company and shall not be used under any circumstances whatsoever without prior written consent of Company. Independent Marketing Representative shall not misuse, misappropriate, or disclose any of the trade secrets described herein, directly or indirectly, or use them in any way, either during the term of this Contract/Agreement or at any time thereafter.

8.5. Independent Marketing Representative warrants that any work performed will be original; that the Company will have use and access of to said work (except for material in the public domain or material for which permission has been obtained from the copyright owner); that Independent Marketing Representative will not submit any material that will infringe any copyright or violate any property or civil rights. Independent Marketing Representative will indemnify and hold Company harmless against all claims, suits, costs, damages, and expenses, including reasonable attorney's fees, that Company sustains or incurs by reason of any breach or alleged breach of the foregoing warranties, provided that the meaning of the text is not materially altered by Company after receipt from Independent Marketing Representative.

#### **ARTICLE 9: GENERAL PROVISIONS**

9.1. Entire Contract/Agreement: This Contract/Agreement: supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the Company and Independent Marketing Representative, and contains all of the covenants and agreements between the parties hereto in any manner whatsoever. Each party to this Contract/Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party, except that any other written agreement dated concurrent with or after this Contract/Agreement shall be valid as between the signing parties thereto.

9.2. Modifications: Any modification of this Contract/Agreement will be effective only if it is in writing and signed by both parties hereto.

9.3. Waiver: The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.4. Partial Invalidity: If any provision in the Contract/Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.5. Attorney's Fees: If any legal action is commenced or necessary to enforce or interpret the terms of this Contract/Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

9.06 Assignment: This Contract/Agreement may not be assigned by Independent Marketing Representative unless written consent is given by an authorized agent of the Company.

Exemplar Insurance Associates and \_\_\_\_\_ have duly executed this Contract/Agreement as of the day and year first above written.

Exemplar Insurance Associates

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have reviewed the foregoing contract and agree to follow all of the terms as stated. Further, I understand that as an Independent Marketing Representative, I am an independent contractor and am not an employee of Exemplar Health Benefit Administrator.

Independent Marketing Representative

\_\_\_\_\_

Name: \_\_\_\_\_

Print: \_\_\_\_\_

**Authorization Agreement For Direct Deposit**

I hereby authorize Exemplar Health Benefits Administrator, to initiate credit entries or debit corrections to my Checking or Savings account indicated below and the financial institution named below to credit the same to such account.

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**Financial Institution**

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**City**

**State**

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**Routing Number**

**Account Number**

This authority is to remain in force and effect until EHBA has received written notification from me of its termination in such time and in such manner as to afford EHBA a reasonable opportunity to act on it.

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**Full Name**

**SS#**

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**Signature**

**Date**

**\*\*** A copy of a voided check must accompany this authorization form



