

EXHIBIT A
**CLEVER CARE OF GOLDEN STATE INC. MEDICARE ADVANTAGE PRODUCER
AGREEMENT**

THIS MEDICARE ADVANTAGE PRODUCER AGREEMENT (“Agreement”) by and between Clever Care of Golden State Inc., on behalf of itself and/or its affiliates (“Company”), 8990 Westminster Blvd., 3rd Floor, Westminster, CA 92683 and the undersigned individual agent, broker, producer or agency (“Producer”), is effective as of _____ (the “Effective Date”).

WHEREAS, Company offers Medicare Advantage plans pursuant to one or more contracts with the Centers for Medicare and Medicaid Services (“CMS”).

WHEREAS, Company and Producer desire to enter into this Agreement, whereby, among other things, Producer shall present Medicare Products (as defined below) to Medicare eligible individuals in return for compensation paid by Company.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

Producer has read and fully understands the terms and conditions of this Agreement, and its exhibits. Producer certifies that it is duly licensed and authorized to lawfully market Medicare Products, as set forth herein.

This Agreement shall be effective on the Effective Date and shall automatically renew on January 1 of each year following the Effective Date unless otherwise terminated as set forth in this Agreement.

1. DEFINITIONS

- a) “Enrollee” means an eligible Medicare beneficiary who has enrolled in a Medicare Product as confirmed by CMS through the efforts of Producer.
- b) “Medicare Product(s)” means those Medicare Advantage and Medicare Advantage with Part D prescription drug coverage products that are offered by Company and set forth on Exhibit 1, which is hereby made a part of this Agreement.

2. RESPONSIBILITIES AND AUTHORITY OF PRODUCER

- a) Producer shall solicit from eligible Medicare beneficiaries' applications for the Medicare Products. Producer is only authorized to solicit business for, and this Agreement only applies to, the Medicare Products included in Exhibit 1. Producer's authority under this Agreement is non-exclusive. Producer agrees to make no representation with respect to the benefits offered by Company beyond the material prepared and furnished to Producer for that purpose by Company.
- b) Producer agrees to secure and maintain such licenses and appointments by Company as are necessary to conduct business on behalf of Company and as required by any state where Producer solicits sales of the Medicare Products, including but not limited to the California Department of Managed Health Care. Producer shall provide Company copies of all required licenses.
- c) Producer agrees that Producer shall not commence soliciting or accepting applications for Medicare Products prior to their successful completion of training and testing on Medicare

Parts A, B, C, D, and Company specific information as notification of appointment by Company. Producer specifically acknowledges that compensation is only payable hereunder for enrollments generated by sales activities conducted after such date of notification. Producer will repeat required training and testing curriculum each year on or before the anniversary date of Producer's original completion of training and testing. No compensation will be paid to Producer for the sale of a Product if Producer has not successfully completed the applicable training and testing curriculum.

- d) Producer represents and warrants that the license(s) of Producer has not previously been subject to suspension, termination or other disciplinary action by any regulatory body or governmental agency. Producer shall immediately notify Company in the event that Producer's license is revoked or suspended or of any criminal, civil or administrative action involving Producer. Company shall not pay Producer any compensation as of the effective date of any revocation or suspension of Producer's license.
- e) Producer represents that Producer has never been convicted of a felony or a misdemeanor involving fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of any fiduciary duty. Producer further agrees to notify Company in writing immediately upon receiving notice of any misdemeanor or felony charges or any actions including but not limited to convictions by any governmental agency for commission of any act involving fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of any fiduciary duty.
- f) Producer represents and warrants that neither Producer nor any person Producer employs, is excluded from participation in Medicare. Producer will immediately notify Company if Producer or any of Producer's employees is threatened with exclusion, becomes excluded or is placed on a federal exclusion list.
- g) Producer shall secure and document a Scope of Appointment in accordance with CMS requirements prior to meeting with any potential Enrollee. Producer shall not market any health care related product during a marketing appointment with a potential Enrollee beyond that documented in the Scope of Appointment.
- h) Producer shall accurately present the Medicare Products to potential Enrollees. Producer shall not present the Medicare Products to individuals who Producer knows, or should know, are not qualified to enroll in such plans. Producer shall not, in any way, materially misrepresent Company or a Medicare Product.
- i) Producer agrees to comply with the rules of Company relating to the completion and submission of enrollment applications. Producer will forward all applications for Medicare Products to Company within two (2) business days of the taking of the application. Producer shall use best efforts to ensure that each application for coverage is fully and truthfully completed by the applicant. Producer will also inform the applicant that in no event will the applicant have any coverage until the application is reviewed and approved by Company and the applicant's enrollment in a Medicare Product is by CMS. Producer acknowledges and agrees that Company reserves the right, in accordance with applicable law, to reject any and all applications submitted by Producer.
- j) Producer shall not have authority to (i) make, amend, vary, waive, extend or discharge any agreement, obligation or condition to which Company is a party; (ii) extend the time for

payment of premiums; (iii) collect monies; (iv) incur any liability on behalf of Company; (v) receive any money due to Company; or (vi) bind Company in any way.

- k) Any money due or to become due to Company from Enrollees as premiums are funds of Company (“Company Funds”). Premiums due shall be payable directly to Company. Producer shall not collect any premiums or other funds from a Medicare beneficiary. If Producer inadvertently collects premiums from a Medicare beneficiary, Producer will immediately turn over to Company or, in those instances where Producer is working with a General Agent, to the General Agent, all such Company Funds received no later than five (5) calendar days from the date of receipt.
- l) Producer is not authorized to prepare or distribute any promotional or descriptive material relating to this Agreement or Medicare Products except approved materials provided by Company to Producer. Producer shall not employ or make use of any advertisement or material in which Company’s name and/or corporate symbols are contained without the prior consent of Company and shall not utilize any advertising material in connection with its obligations under this Agreement or the sale of any Medicare Product, other than that material which is furnished to the Producer by Company. Upon termination of this Agreement, Producer shall immediately cease the sale of Medicare Products, including the distribution and use of all advertising materials and campaigns, sales literature, consumer-oriented information, solicitation letters, and any and all promotional materials or correspondence regarding Medicare Products in any media or in any form that bears the name, logo or other identifying material of Company. Producer shall promptly return to Company all internal documents, materials and items furnished in connection with this Agreement, with the exception of records which must be maintained pursuant to applicable laws or regulations.
- m) Producer acknowledges that CMS shall and/or Company may monitor Producer’s compliance with CMS and/or Company requirements by way of various surveillance and reporting activities including, but not limited to: (i) “secret shopping” or auditing of Producer’s selling practices or documentation; (ii) random monitoring of recorded community meetings; (iii) random interviews of Medicare beneficiaries to evaluate sales experiences; and (iv) evaluation of complaints regarding marketing misrepresentations. Company is required by CMS to conduct an investigation of all allegations of misconduct against Producers. Producer will be notified in accordance with CMS requirements and Company policies of any allegations related to Producer’s alleged noncompliance and shall be provided with an opportunity to respond. In cases involving serious allegations of misconduct as determined by Company, Company reserves the right to suspend Producer’s authority to sell Medicare Products pursuant to this Agreement from until an investigation can be completed. Producer acknowledges that Company may require Producer to submit a corrective action plan to address any allegations of noncompliance and that failure to adhere to or implement any corrective action plan may result in suspension and/or termination of this Agreement for cause.
- n) Producer shall maintain Errors and Omissions insurance coverage with minimum amounts of \$1,000,000 per incident and \$1,000,000 in aggregate, or such other amounts as determined by the Company. Producer shall indemnify, defend and hold Company harmless from and against any loss, damage or expense, including reasonable attorneys’ fees caused by or arising from the negligence, misconduct or breach of this Agreement by

Producer, or from the failure of Producer to comply with any federal or state laws, rules or regulations, except to the extent any such loss, damage or expense is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted directly and solely from the failure of Company to act in good faith or the fraud, criminality, or willful misconduct of the Company.

- o) Producer is an independent contractor and shall have no claim to compensation except as provided in this Agreement. Producer shall not be entitled to any other compensation, remuneration or benefits of any nature from Company for services rendered other than set forth in Exhibit 2. This Agreement does not give Producer any power of authority other than as expressly granted herein and no other or greater power shall be implied from the grant or denial of powers specifically mentioned herein.
- p) Company reserves the right, in its sole discretion, without any liability or obligation to Producer, to operate Company's business. Subject to applicable law and CMS requirements, Company may making any changes to its business operations, as it chooses, including taking any of the following actions:
 - (i) To discontinue and withdraw from distribution any Medicare Product;
 - (ii) To modify or amend any Medicare Product;
 - (iii) To establish, modify or change the premium rate charged by Company for any Medicare Product;
 - (iv) To determine all terms, conditions and limitations, including the effective date, of coverage;
 - (v) To modify or change the terms and conditions pursuant to which any Medicare Product is authorized to be sold.
 - (vi) To modify, institute or delete any Company process and/or procedure.
- q) Producer shall cooperate fully with Company in effectuating the terms of this Agreement, in its business operations with Enrollees, 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.
- r) 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 Medicare Products. Such assistance shall include, but not be limited to:
 - (i) Immediately reporting to Company any complaints or inquiries, by any governmental agency or otherwise, of which Producer becomes aware regarding Producer, Company or the Medicare Products. Such notice shall include legal actions or investigations or notice thereof, initiated against Producer by governmental entities or individuals regarding fraud, abuse, or kickbacks.
 - (ii) Forwarding all complaints from Enrollees or potential Enrollees related to Producer, Company or the Medicare Product within two (2) business of Producer's receipt or learning of the complaint, as applicable. Producer will cooperate and

work in good faith with Company to resolve any such complaint.

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.

- s) Producer agrees to comply with all provisions of Exhibit 3 attached hereto and incorporated into this Agreement. Producer agrees to comply with Company's procedures, manuals and requirements, as well as all applicable state and federal laws and regulations governing the sale of Medicare Products prior to and during the sale of any Medicare Products pursuant to this Agreement, including CMS marketing regulations and the Medicare Communications and Marketing Guidelines, HIPAA privacy regulations, state laws governing the licensing and appointment of insurance producers and agents, and the Federal Communications Commission final rule.
- t) Producer agrees to document each transaction and maintain any other documentation reasonably requested by Company. Producer shall keep and hold regular and accurate records of all transactions, including but not limited to paper and/or electronic records, related to this Agreement and make such records available for inspection in accordance with the terms set forth under this Agreement. Any manuals, applications, Medicare Product materials and all supplies furnished by Company shall remain the property of Company and shall be immediately returned to Company upon termination of this Agreement.

3. COMPENSATION

- a) Compensation. Company will pay Producer compensation on the sale and renewals of Medicare Products by Producer in accordance with the terms set forth in Exhibit 2, which is hereby made a part of this Agreement. Any or all compensation required to be paid by Company under this Agreement may, in the sole discretion of the Company, be paid to Producer by electronic means. Company may modify or replace the compensation schedule set forth in Exhibit 2 on thirty (30) days prior written notice to Producer, and such modified or replacement schedule shall apply to all Medicare Products issued or renewed on or after the effective date of such modification or replacement.
- b) Rights to Compensation on Termination. If this Agreement terminates other than "for cause" under the terms set forth in the "Termination" section of this Agreement, the compensation payable to Producer, set forth in Exhibit 2, shall be payable during the term of this Agreement and after its termination, provided the Enrollee's coverage in Medicare Products on which such compensation is payable remains in force for as long as Producer continues to be designated as "Agent of Record" or "Broker of Record" by the Enrollee with respect to the Medicare Product for which renewal compensation is paid.
- c) Loss of Renewal Compensation. No further compensation shall be payable to Producer should Company terminate this Agreement "for cause" under the terms set forth in the "Termination" section of this Agreement.
- d) Disclosure of Compensation. Producer agrees to disclose in writing the nature of any compensation Producer will receive or may be eligible to receive from Company in

connection with the sale and renewal of Medicare Products. Producer will provide any additional disclosure required under state or federal law. Where required, Company may disclose to Enrollees compensation paid to Producer by Company or for which Producer may be eligible in accordance with Company's policies on producer compensation disclosure and in accordance with applicable state or federal law.

4. TERMINATION

- a) Producer's appointment and this Agreement may be terminated by Company or Producer without cause upon thirty (30) days written notice.
- b) This Agreement will automatically terminate upon the date of the Producer's bankruptcy, or insolvency, or upon the dissolution thereof, or upon the termination of Producer's appointment to represent Company, or upon death of Producer.
- c) This Agreement may be immediately terminated by Company "for cause" upon written notice to

Producer, if the Producer:

- (i) Commits any act of fraud or dishonesty in the performance of any of its duties and/or responsibilities under this Agreement.
 - (ii) Fails to comply with or commits a material breach of any provision of this Agreement or any other agreement with Company, and such material breach is not cured to the reasonable satisfaction of the Company within ten (10) days after written notice is given to the Producer specifying the nature of the breach and requesting that it be cured;
 - (iii) Suffers some other financial impairment which may affect Producer's performance of this Agreement;
 - (iv) Has its license lapse, expire or revoked by any governmental regulatory agency or if Producer shall knowingly or intentionally fail to comply with the laws or regulations governing the insurance business in a particular state, or any applicable federal laws, regulations or rules;
 - (v) Becomes excluded from Medicare or listed on a federal exclusion list;
 - (vi) Intentionally misrepresents the provisions, benefits, or premiums of any Medicare Product; or,
 - (vii) Purports to act or represents that it is entitled to act in any way on behalf of Company other than as expressly permitted by this Agreement.
- d) If this Agreement is terminated for cause as provided in this section or if this Agreement is terminated without cause but Company later discovers that during the Producer's association with Company or afterwards that the Producer has committed any of the acts described in this section then the Producer shall forfeit to Company all right, title and interest in any compensation due the Producer under this Agreement. The right of Company to declare a complete forfeiture of any and all compensation and/or to terminate this Agreement for cause, as provided herein, shall not be construed to preclude Company's seeking and obtaining injunctive relief or pursuing other remedies available to Company, by law or in equity, for such breach or threatened breach, including, but not

limited to, recovery of damages. A failure to terminate this Agreement for cause shall not be a waiver of the right to do so with respect to any future default.

5. CONFIDENTIALITY AND PROTECTED HEALTH INFORMATION

- a) In performing its obligations pursuant to this Agreement, each party may have access to and receive certain non-public information about the other party and its affiliates which are considered confidential or proprietary to the disclosing party. Each party hereto agrees to and shall maintain the confidentiality of all such confidential and/or proprietary information and shall not disclose the same to any third party, except as may be required by law, court order, or regulatory agency including the California Department of Managed Health Care and their designees, and shall not use such confidential and/or proprietary information for any reason other than the fulfillment of its obligations hereunder, for the term this Agreement. Each party shall retain all ownership rights to its confidential and/or proprietary information. Each party recognizes that any breach or violation of this section may result in irreparable harm to the non-breaching party. The parties further agree that in the event of a breach or threatened breach of the provisions of this Agreement by a party, the other party shall be entitled to injunctive or similar relief to specifically enforce such provisions. This equitable relief shall be in addition to any other remedy that the party seeking the injunction or similar relief may have at law.
- b) Producer shall maintain the privacy and security of all personal health information regarding Company members consistent with applicable federal and state statutes and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 P.L. 104-19 (“HIPAA”). Producer further acknowledges that it is a “business associate” of Company pursuant to 45 C.F.R. Parts 160 and 164 (the “HIPAA Privacy Rule”) and agrees to the terms and conditions of Company’s Business Associate Agreement outlined under Exhibit 4.

6. GENERAL TERMS

- a) Except to the extent preempted by federal law, this Agreement shall be governed and interpreted exclusively under the laws of the State of California.
- b) This Agreement and its Exhibits may not be changed or canceled orally. Company may amend this Agreement upon thirty (30) days written notice to Producer. Any amendment shall become effective on the date stated in the notice, which date shall be at least thirty (30) days from the receipt of the notice by Producer, unless Producer objects in writing to the amendment within thirty (30) days of receipt of notice. Notwithstanding the foregoing, upon the enactment of any law or regulation, or any order or direction of any governmental agency affecting this Agreement, Company may, by written notice to Producer, amend this Agreement in such manner as Company determines necessary to comply with such law or regulation, or any order or directive of any governmental agency. Company may provide written notice pursuant to this section by letter, newsletter, electronic mail or other media.
- c) This Agreement and the Exhibits annexed hereto contain the entire Agreement between the parties hereto with respect to the transactions contemplated herein and shall supersede all

previous oral and written and all contemporaneous oral negotiations, commitments and understandings relating thereto.

- d) Company reserves the right to assign, delegate, subcontract, or otherwise transfer its rights, obligations and/or interests under this Agreement to its affiliated or subsidiary companies. Producer may not assign, delegate, subcontract, or otherwise transfer its rights, obligations and/or interests arising under this Agreement without the prior written consent of Company.
- e) This Agreement shall be binding upon, and inure to the benefit of the parties hereto, their legal representatives, successors and permitted assigns. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties to this Agreement and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- f) In the event that any section, paragraph, subparagraph or provision of this Agreement shall be determined to be contrary to governing law or otherwise unenforceable, all remaining portions of this Agreement shall be enforced to the maximum extent permitted by law; the unenforceable section, paragraph, subparagraph or provision shall first be construed or interpreted, if possible, to render it enforceable, and, if that is not possible, then the provision shall be severed and disregarded, and the remainder of this Agreement shall be enforced to the maximum extent permitted by law.
- g) Producer agrees to indemnify, defend and hold harmless Company and its directors, officers, employees, successors and assignees from and against any and all claims, penalties, liabilities, losses, damages, suits, settlements, judgments or costs, including reasonable attorney's fees, which may arise from the acts or omissions of the Producer, its officers, employees, affiliates or agents in performing under this Agreement or from the failure to comply with the laws and regulations governing its business.
- h) No covenant, condition or undertaking contained in this Agreement may be waived except by the written agreement of all parties. Failure of Company to enforce or insist upon the provisions of this Agreement in any instance(s) shall not be construed as waiver or relinquishment of its right to enforce or insist upon such provision(s) either currently or in the future.
- i) Company's liability, if any, for damages to Producer for any cause whatsoever arising out of or related to this Agreement, and regardless of the form of the action, shall be limited to Producer's actual damages. Company shall not be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever sustained as a result of a breach of this Agreement or any action, inaction or alleged tortuous conduct or delay by Company.
- j) All notices, requests, demands and other communications hereunder to Producer shall be in writing and shall be deemed given when delivered, if delivered in person, or four (4) days after being mailed by certified or registered mail, postage prepaid with return receipt requested, or by overnight delivery with confirmation requested to the parties, their successors in interest or their assignees at the address of the Producer appearing on the records of Company. In addition, any notice required to Producer required under this Agreement may be made by letter, newsletter, electronic mail or other media, including

the posting of information on Company's website(s). All notices, requests, demands and other communications hereunder to Company shall be sent electronically to agentsupport@ccmapd.com. Such notice shall be deemed given two (2) business days after receipt.

- k) In addition to those provisions which by their terms survive expiration or termination of this Agreement, Paragraphs (k), (l), (s) and (t) of Section 2, Paragraphs (b) and (c) of Section 3, paragraph (d) of Section 4, all of Section 5, Paragraphs (a), (g) and (i) of Section 6, and Exhibits 3 and 4 shall survive expiration or termination of this Agreement, regardless of the cause giving rise thereto.

[Signature page follows]

IN WITNESS WHEREOF, the parties, wishing to be bound by the terms and conditions of this Agreement, have affixed their signatures below effective as of the Effective Date.

**CLEVER CARE OF GOLDEN STATE INC.
COMPANY**

By: _____

Name: _____

Title: _____

Date: _____

PRODUCER (all information must be filled in)

By: _____

Name: _____

Phone No.: _____

License No.: _____

TIN or SSN: _____

Email: _____

Date: _____

Producer Address:

EXHIBIT 1

MEDICARE PRODUCTS

Producer is authorized to solicit and submit applications for those Medicare Products outlined herein that are available and being offered in such market by Company, as of the Effective Date of this Agreement, in the state or states for which Producer is properly licensed and appointed by Company.

All Clever Care Medicare Advantage Plans in California

EXHIBIT 2

[INSERT DATE] COMPENSATION SCHEDULE

1. **Definitions**

- a. **Initial Enrollment**: an enrollment into a Company MA/MA-PD, as defined by CMS.
- b. **Like Plan Type Change**: a change in enrollment as defined by CMS, including from any MA or MA-PD to another MA or MA-PD.
- c. **MA or MA-PD**: a Medicare Advantage or Medicare Advantage – Prescription Drug Plan.
- d. **Renewal Enrollment**: Occurs where the Member: (i) remains continuously enrolled in the same MA/MA-PD plan in which he/she enrolled as an Initial Enrollment; (ii) makes a Like Plan Type Change; or (iii) as otherwise defined by CMS.

2. **Compensation Amounts**. Effective October 15, 2020, Company shall pay to Producer the following compensation for each enrollment that is effective on or after January 1, 2021, of an Enrollee in a Medicare Product by Producer, subject to the conditions for payment set forth in the Agreement, this Exhibit 2 and pursuant to CMS regulations and guidance. Enrollee enrollment is determined by Company’s and CMS’ records.

COMPENSATION TYPE	2021 COMPENSATION RATE
New-to-Medicare/Age-in member	
- Initial Year	\$672 (2021)
- Following the First Year Anniversary: Renewal Compensation	\$28 per month
Existing-to-Medicare member	
- Initial Year	See schedule below
- Renewal Year Compensation	\$28 per month

Existing-to-Medicare Compensation Schedule for Initial Year:

Effective Date	Enrollment Months	Initial Year
01/01/2021	12 Months	\$336.00
02/01/2021	11 Months	\$308.00
03/01/2021	10 Months	\$280.00
04/01/2021	9 Months	\$252.00
05/01/2021	8 Months	\$224.00
06/01/2021	7 Months	\$196.00
07/01/2021	6 Months	\$168.00
08/01/2021	5 Months	\$140.00
09/01/2021	4 Months	\$112.00
10/01/2021	3 months	\$84.00
11/01/2021	2 Months	\$56.00
12/01/2021	1 Month	\$28.00

Producer compensation quoted above is for Initial and Renewal Enrollments of Enrollees beginning January 1, 2021, and supersedes all compensation set out in any prior exhibits. Initial and Renewal Enrollment compensation for each subsequent year may change and will be based upon the fair market values as published by CMS for each subsequent year. Initial and Renewal Enrollment compensation will be provided to Producer on Exhibit 2 issued in writing prior to each subsequent calendar year.

3. Conditions for Payment. Subject to the terms and conditions of the Agreement and this Exhibit 2, Company shall make payments to Producer as follows:
 - a. Payment to Producer. Company will pay to Producer compensation due within thirty (30) days following the end of each calendar month based on payments actually received by Company from CMS. However, Company reserves the right to accumulate compensation until compensation due equal at least twenty-five dollars. Producer agrees that to the extent of any indebtedness of Producer to Company, Company may at any time offset any compensation, fees or bonuses accrued or to accrue to Producer against any debt or debts due Company from Producer.

- b. 2021 Enrollee Enrollments. Effective on or after January 1, 2021, each Enrollee enrollment shall initially be deemed a Renewal Enrollment, and shall be compensated as a Renewal Enrollment, unless and until Company is notified by CMS that the enrollment is an Initial Enrollment. For any enrollment that is later determined by CMS to be an Initial Enrollment, Company shall adjust the Renewal Enrollment compensation paid for such enrollment to the Initial Enrollment amount.
- c. Producer Compensation for all Enrollee enrollments, including those effective other than January 1, 2021, will be calculated on a calendar year basis, as follows:
- (i) Initial Enrollment. Producer shall be paid the full Producer Compensation for an Initial Enrollment in the amount set out in the above chart under heading “Producer Compensation (Initial Enrollment)”, regardless of the effective date of the enrollment.
 - (ii) Like Plan Type Change. Producer shall be paid a prorated amount of the Producer Compensation for each Renewal Enrollment in the amount set out in the above chart under the heading “Producer Compensation (Renewal Enrollment)” based on the number of months remaining in the calendar year, i.e. the Enrollee’s plan year; provided that, if the Like Plan Type Change occurs during the Initial Enrollment year, the prorated amount shall be based on the amount set out in the above chart under the heading “Producer Compensation (Initial Enrollment)”.
 - (iii) Renewal of Initial Enrollment or Like Plan Type Change. (1) If applicable, Producer shall be paid the full Producer Compensation for each renewal of an Initial Enrollment or Like Plan Type Change in the amount set out in the above chart under “Producer Compensation (Renewal Enrollment)” based upon the January 1st renewal of the Enrollee enrollment; not the anniversary of the original Enrollee enrollment date. For example, if an Initial Enrollment is effective June 1, 2020, and the Enrollee re-enrolls in the same plan for the plan year beginning January 1, 2021, the Producer Compensation owed to Producer will accrue on January 1, 2021; not June 1, 2021.
 - (iv) Good Standing. So long as the Producer remains in compliance with Paragraphs (b) and (c) of Section 2 of the Agreement as determined by Company, Company shall continue to pay the Producer Compensation for renewal of an Initial Enrollment or Like Plan Type Change for so long as the Enrollee remains continuously enrolled in the Medicare Product for which the Producer Compensation is payable hereunder.
- d. Chargebacks. Notwithstanding anything to the contrary provided in the Agreement or this Exhibit 2, Producer acknowledges and agrees that Company will charge back to Producer all Producer Compensation paid to Producer for the sale or renewal of a Medicare Product in accordance with CMS requirements and Company’s policies and procedures. In addition to all other chargeback requirements established by CMS or Company, Company will charge back any Producer Compensation paid:

- (i) When an Enrollee disenrolls from the Medicare Product within the first three (3) months of enrollment (i.e. a “rapid disenrollment”). For example: an Enrollee enrolls effective January 1, but disenrolls effective, January 1, February 1 or March 1.
 - (ii) If the disenrollment is not a rapid disenrollment, for any months in which the Enrollee is not enrolled in the Medicare Product. Chargebacks for Like Type Plan Changes or Renewal Enrollment compensation will be equal to the remaining number of months in the calendar year that the Enrollee was not enrolled in the Medicare Product. Chargebacks for Initial Enrollment compensation will be calculated for all months the Enrollee was not enrolled in the Medicare Product. For example: If a full Initial Enrollment compensation is paid, regardless of effective date, and the Enrollee disenrolls mid-year, the total number of months not enrolled must be deducted from compensation and recovered from Producer (e.g., Age-in effective April 1 and disenrolls September 30 of the same year. Full initial was paid. Recovery is equal to 6/12ths of the Initial Enrollment compensation (January through March and October through December).
- e. Adjustment/Offset. Company may, at its discretion, adjust or offset payment to Producer to recoup payments for any chargeback made under Paragraph (d) above and for any Enrollee whom CMS has disenrolled or has determined to be ineligible and has made a retroactive adjustment to Company’s payments. Retroactive adjustments to payments made to Producer shall be for the same period covered by the retroactive adjustments to Company’s payments by CMS.
- f. Broker of Record. Producer acknowledges and agrees that Producer is the Broker of Record, whether or not Producer continues to be contracted or associated with or actively produce for Company. Company will not approve “Broker of Record” changes, except where permitted under Company’s policies and procedures, or requested in writing by Enrollee and at the initiation of the Enrollee. For purposes of this Exhibit 2, including payment or charge back of Producer Compensation, any Broker of Record change approved by Company will be effective as of the date indicated on the confirmation of Broker of Record change. Producer is not entitled to any payment under this Agreement for enrolling or attempting to re-enroll an Enrollee in the same Medicare Product in which they are already enrolled.

EXHIBIT 3

MEDICARE REGULATORY REQUIREMENTS

This Exhibit 3 sets forth terms and conditions required by Company's contract(s) with CMS. In the event of a conflict between the terms and conditions set forth in this Exhibit and the terms of the Agreement, this Exhibit 3 shall control.

Definitions:

Completion of Audit: completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of the Company or a Company First Tier, Downstream or Related Entity.

Downstream Entity: any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare Advantage or Medicare Prescription Drug benefit, below the level of the arrangement between Company and a First Tier Entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

Final Contract Period: the final term of the contract between CMS and Company.

First Tier Entity: any party that enters into a written arrangement, acceptable to CMS, with an the Company to provide administrative services or health care services for a Medicare eligible individual under the Medicare Advantage or Medicare Prescription Drug program.

Related Entity: any entity that is related to the Company by common ownership or control and (i) performs some of the Company's management functions under contract or delegation; (ii) furnishes services to Enrollees under an oral or written agreement; or (iii) leases real property or sells materials to the Company at a cost of more than \$2,500 during a contract period.

Required Provisions:

Producer agrees to the following:

1. The Department of Health and Human Services ("HHS"), the Comptroller General, or their designees have the right to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the First Tier, Downstream, and Related Entities related to CMS' contract with Company, through ten (10) years from the final date of the Final Contract Period of the contract entered into between CMS and Company or from the date of Completion of Audit, whichever is later.
2. Producer will comply with the confidentiality and enrollee record accuracy requirements, including: (i) abiding by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (ii) ensuring that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas, (iii) maintaining the records and information in an accurate and timely manner, and (iv) ensuring timely access by Enrollees to the records and information that pertain to them.
3. Enrollees will not be held liable for payment of any fees that are the legal obligation of the Company.

4. Any services or other activity performed in accordance with a contract or written agreement by Producer are consistent and comply with Company's contractual obligations.
5. Producer will comply with all applicable Medicare laws, regulations, and CMS instructions.
6. Producer acknowledges and agrees that, unless with the prior written approval of Company, it is prohibited from performing any service pursuant to this Agreement or using any person (individual or entity) to perform services in connection with this Agreement if such services involve the receipt, processing, transfer, handling, storage, or accessing Medicare beneficiary protected health information in oral, written, or electronic form and such services will be performed or the person is located offshore. "Offshore" refers to any country that is not one of the fifty United States or one of the United States Territories (American Samoa, Guam, Northern Marianas, Puerto Rico, and Virgin Islands).
7. Producer represents and warrants that neither Producer, nor any person Producer employs, is excluded from participation in Medicare under Section 1128 or 1128A of the Social Security Act, or listed on the SAM or HHS OIG exclusion lists. Producer further represents and warrants that neither Producer, nor any entity with which Producer is associated with, will employ or contract with an excluded or barred person (individual or entity). Producer will immediately notify Company if Producer or any entity with which Producer is associated with or any of Producer's employees is threatened with or determined to be ineligible to participate under Medicare or any other federal health care program or to be placed on a SAM or OIG exclusion list.
8. Producer will not discriminate based on race, ethnicity, national origin, religion, gender, sex, age, mental or physical disability, health status, claims experience, medical history, genetic information, evidence of insurability, geographic location or on any other basis prohibited by law, including Section 1557 of the Affordable Care Act. Producer may not target beneficiaries from higher income areas or state/ imply that Products are only available to seniors rather than to all Medicare beneficiaries. Producer acknowledges and agrees that basic services and information must be made available to individuals with disabilities, upon request. Producer shall must comply with its obligations under applicable anti-discrimination rules and requirements.
9. Producer acknowledges and agrees that the compensation paid by Company pursuant to the Agreement are, in whole or in part, from federal funds and, as a result, Producer is subject to certain laws that are applicable to individuals and entities receiving federal funds. Producer shall comply with federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse including, but not limited to: applicable provisions of federal criminal law; the False Claims Act (31 U.S.C. 3729 et seq.); the Anti-kickback statute (Section 1128B(b) of the Act); and HIPAA administrative simplification rules at 45 CFR Parts 160, 162, and 164.
10. Producer will ensure that all of the requirements set forth in this Exhibit 3 will be applicable and enforceable against any Downstream Entity with which Producer contracts.

EXHIBIT 4

BUSINESS ASSOCIATE AGREEMENT

1. **Regulatory References.** Any reference to any part or section of the United State Code of Federal Regulations (“CFR”) shall include such part or section effective as of the Effective Date of the Rider and as subsequently updated, amended or revised.
2. **Order of Precedence.** To the extent that any provision of this Rider conflicts with any provision of the Agreement, this Rider shall control.
3. **Definitions.** All capitalized terms not defined below, shall have the meaning set forth in i) the Agreement; or ii) Health Information Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d, et seq. (“HIPAA”), the Health Information Technology Act of 2009, as codified at 42 U.S.C. §17901, et seq. (“HITECH Act”), and any current and future regulations promulgated under either HIPAA or HITECH, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as may be amended from time to time (collectively, the “HIPAA Rules”).
 - 3.1. “Breach” shall mean, subject to the exclusions set forth in 45 CFR §164.402, the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under 45 CFR Part 164, Subpart E, that compromises the security or privacy of such PHI.
 - 3.2. “Business Associate” shall mean “business associate” as defined at 45 CFR §160.103, and in reference to the party to this Rider, shall mean Producer.
 - 3.3. “Business Associate Representative” shall mean the agents, employees, representatives, contractors, subcontractors, successors, and assigns of Business Associate who i) provide services to Business Associate and/or Company pursuant to the Agreement and ii) which receive PHI.
 - 3.4. “Covered Entity” shall mean “covered entity” as defined at 45 CFR 160.103, and in reference to the party to this Rider, shall mean Company.
 - 3.5. “Company Client” shall mean a Covered Entity with which Company holds a contract to provide services.
 - 3.6. “HHS” shall mean the Secretary of the Department of Health and Human Services or his/her designee
 - 3.7. “Member” shall mean an individual who is enrolled in a Company plan and/or an individual who is otherwise the subject of PHI.
 - 3.8. “PHI” shall mean Protected Health Information that Business Associate receives, creates, or maintains on behalf of Company pursuant to the Agreement.
 - 3.9. “Protected Health Information” shall have the meaning set forth in 45 CFR §160.103.
 - 3.10. “Reportable Incident” shall mean a Breach, Security Incident, or any use or disclosure of PHI not permitted by this Rider.
 - 3.11. “Security Incident” shall mean the attempted or successful unauthorized access,

use, disclosure, modification, or destruction of information or interference with system operations in an information system pursuant to the HIPAA Rules.

- 3.12. “Unsecured PHI” shall have the meaning set forth in the HITECH Act and its implementing regulations.

Terms used but not otherwise defined in this Rider shall have the same meaning as given to those terms in the HIPAA Rules. In the event of an inconsistency between the provisions of this Rider and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Rider are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the same, the provisions of this Rider shall control.

4. Producer as Business Associate. Producer acknowledges that it is a Business Associate of Company and that Producer shall comply with the terms and conditions set forth in this Rider with respect to the receipt, creation, use, and/or disclosure of Protected Health Information for or on behalf of Covered Entity.

5. Responsibilities of Business Associate.

- 5.1 Permitted Uses and Disclosures of PHI by Business Associate. Business Associate may use or disclose PHI for the following purposes:

- 5.1.1 to carry out its obligations under the Agreement;
- 5.1.2 for its proper management and administration;
- 5.1.3 as permitted or required under the HIPAA Rules; and,
- 5.1.4 to investigate or determine Business Associate’s compliance with the HIPAA Rules.

- 5.2 Limitations on Use and Disclosure.

- 5.2.1 Business Associate shall not use or disclose PHI in a manner that is not permitted under this Rider or the Agreement.
- 5.2.2 In all instances, Business Associate’s use and disclosure of PHI shall comply with the minimum necessity requirements set forth in the HIPAA Rules.
- 5.2.3 Business Associate shall ensure, in accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), that each Business Associate Representative agrees in writing to the same obligations, conditions, requirements, and restrictions required of Business Associate in this Rider. Business Associate shall provide a sample of such agreements to Company on Company’ reasonable request.

- 5.3 Safeguards.

- 5.3.1 Business Associate shall develop, implement, maintain, and use administrative, technical, and physical safeguards required to protect and secure PHI, which safeguards shall at a minimum include those set forth under the HIPAA Rules and the HITECH Act.
- 5.3.2 In accordance with the risk analysis requirement set forth under 45 CFR § 164.308(a)(1)(ii)(A), for as long as Business Associate possesses or

maintains PHI, Business Associate shall regularly (and in no event, less than once per annum) test and audit Business Associate's information security systems, measures and procedures, and those of its Business Associates Representatives, (collectively "Business Associate Systems") to ensure that such systems, measures, and procedures are consistent with industry best practices and standards.

5.3.3 Business Associate shall notify Company of any test and audit of Business Associate Systems which reveals any material security defects, problems, weaknesses, or vulnerabilities ("Testing Weakness") and provide a reasonable description of the nature of the Testing Weakness. Business Associate shall correct any Testing Weakness within the time period specified by Company. Failure of Business Associate to correct the Testing Weakness within the time period specified by Company shall be material breach of this Rider and the Agreement.

5.3.4 Business Associate shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Business Associate and its Business Associate Representatives against any and all claims or claims for damages arising under this Rider and such insurance coverage shall apply to all services provided by Business Associate or its Business Associate Representatives pursuant to this Rider.

5.4 Reportable Incidents.

5.4.1 Initial Reporting. Business Associate shall notify Company of all Reportable Incidents by email at Loc.Ha@clevercarehealthplan.com or telephone at 657-224-1888. Business Associate shall use its best efforts to notify Company of each Reportable Incident within forty-eight (48) hours of Business Associate's discovery of the Reportable Incident but in no event more than five (5) business days following discovery. Business Associate's initial report pursuant to this Section 5.4.1 shall in all cases specify at least (i) the nature of the Reportable Incident and (ii) any PHI that was disclosed.

5.4.2 Follow up Reporting. Within a reasonable time following Business Associate's initial report required by Section 5.4.1 above, but in no event more than fifteen (15) calendar days following Business Associate's discovery of the Reportable Incident, Business Associate shall issue to Company a follow up report. Such report shall specify at least (i) the party or parties responsible for the Reportable Incident; (ii) the actions taken by Business Associate to mitigate the damage resulting from the Reportable Incident; (iii) the corrective actions Business Associate has taken and will take to prevent future Reportable Incidents of the same kind and nature; (iv) when such corrective measures were or will be taken and, as applicable, an explanation of why they have not already been completed. Business Associate will provide any additional information reasonably requested by Company.

5.4.3 Mitigation. Business Associate shall mitigate, to the extent practicable and at its sole cost, any damages that are known to Business Associate resulting

from a Reportable Incident.

5.5 Access to Records; Audits.

5.5.1 Access by HHS. Business Associate shall provide HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI as requested by HHS. Business Associate acknowledges that it is subject to privacy and security audits conducted by the HHS Office of Civil Rights (“OCR”) to ensure compliance with the HIPAA Rules and HITECH Act by Business Associate, Company or any Company Client. In the event that Business Associate is audited by the OCR, Business Associate agrees to notify Company of such audit and its results.

5.5.2 Access by Company. At the request of, and in the time and manner reasonably designated by Company, Business Associate shall provide Company with all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI so that Company may determine Business Associate's compliance with the terms of this Rider and the Agreement.

5.6 Member Access, Amendment, Restrictions and Accounting of PHI.

5.6.1 Access. At the request of, and in the time and manner designated by Company, Business Associate shall provide access to any PHI contained in a designated record set maintained by Business Associate, to i) Company; ii) the Member who is the subject of the PHI; or iii) their authorized representative, as applicable, in order to satisfy a request for inspection and/or copying under 45 CFR § 164.524. Upon receipt of a request for access to PHI from a Member, Business Associate will promptly forward such request to Company.

5.6.2 Amendment. At the request of, and in the time and manner designated by Company, Business Associate shall make any amendment(s) that Company directs, or permit Company access to amend, any portion of PHI pursuant to 45 CFR § 164.526. Upon receipt of a request for amendment of PHI from a Member, Business Associate will promptly forward such request to Company.

5.6.3 Restrictions. At the request of, and in the time and manner designated by Company, Business Associate shall comply with any restrictions that Company has agreed to adhere to with regard to the use and disclosure of PHI of any Member that materially affects and/or limits the uses and disclosures that are otherwise permitted.

5.6.4 Accounting of Disclosures. Business Associate shall maintain a record of all disclosures of PHI, including disclosures not made for the purposes of this Agreement. Such record shall include the date of the disclosure, the recipient, a brief description of the PHI disclosed and the purpose of the disclosure. Business Associate shall make such accounting of disclosures available to Company.

5.6.5 Training. Business Associate shall maintain a written training program for its workforce, which shall include Business Associates employees, volunteers, and trainees, regarding the HIPAA Rules as required for them to carry out their functions. Business Associate shall provide copies of such training programs to Company at Company's reasonable request.

6. Responsibilities of Company. With respect to any use and/or disclosure of PHI, Company shall do the following:

6.1 Company shall not request Business Associate to use or disclose PHI in any manner not permitted under the HIPAA Rules if done by a Covered Entity.

6.2 Notify Business Associate of any limitations in Company's Notice of Privacy Practices that Company provides to Members pursuant to 45 CFR §164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI

6.3 Notify Business Associate of any changes in, or revocation of, any relevant consent or authorization provided to Company by Members pursuant to 45 CFR §164.506 or 45 CFR §164.508.

6.4 Notify Business Associate of any applicable decisions made by any Member to opt out of allowing his or her PHI to be used for marketing and/or fundraising activities of Company or any Company Client pursuant to 45 CFR §164.514(e)

6.5 Notify Business Associate in writing, of any restrictions that Company has agreed to adhere to in accordance with 45 CFR §164.522, with regard to the use and disclosure of PHI of any Member that materially affects and/or limits the uses and disclosures that are otherwise permitted.

6.6 Notify Business Associate, in writing, of any amendment(s) to PHI in the possession of Business Associate that Business Associate shall make, and inform Business Associate of the time, form and manner in which such amendment(s) shall be made.

7. Termination and Expiration.

7.1 Termination by Company. As provided for under 45 CFR § 164.504, Company may terminate the Agreement if Company, in its sole discretion, determines that Business Associate has violated a material term of this Rider. Company may exercise its right to terminate the Agreement by providing Business Associate with written notice of its intent to terminate specifying the material breach of this Rider that provides the basis for termination. Such termination will be effective as of the date specified by Company.

7.2 Opportunity to Cure. Notwithstanding anything to the contrary, in Company's sole discretion, Company may elect to: (i) provide Business Associate with written notice of the existence of an alleged material breach; and (ii) afford Business Associate an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by Company.

7.3 Effect of Termination.

7.3.1 Return and Destruction of PHI. Except as set forth below, Business Associate shall, and shall require Business Associates Representatives, to either return all PHI to Company or destroy all PHI, in whatever form or media, within thirty (30) days of the effective date of any termination or expiration of the Agreement or this Rider as required by 45 CFR § 164.504. Within forty five (45) calendar days of any termination or expiration of this Agreement or Rider, Business Associate shall provide written certification to Company regarding the return or destruction of such PHI. Such certification shall be relied upon by Company as a binding representation of Business Associate. Business Associate shall also give Company copies of all documents in Business Associate's possession or control that are required to be maintained by or on behalf of Company by the HIPAA Rules. The provisions of this Section shall survive termination of this Rider for any reason.

7.3.2 Limited Retention of PHI. Business Associate may retain only that PHI i) which is necessary for Business Associate to continue its proper management and administration; (ii) to carry out its responsibilities under the Agreement and this Rider; or iii) which Business Associate reasonably believes cannot be destroyed or returned to Company. Business Associate shall notify Company of any PHI which it intends to retain and such notice shall include, at a minimum, i) a description of the PHI that Business Associate intends to retain, (ii) the reason for such retention, including as applicable, a reasonable explanation the reason why the PHI cannot be destroyed or returned, and iii) a statement that Business Associate has, in good faith, determined that it is not feasible to return or destroy the PHI in its possession and/or in the possession of its Business Associate Representatives, as applicable. Business Associate shall continue to use appropriate safeguards to protect PHI pursuant to Section 5 of this Rider for as long as Business Associate retains the PHI. Business Associate shall not use or disclose PHI retained by Business associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 5 which applied prior to termination. The provisions of this Section shall survive termination of this Rider for any reason.

8. Indemnification.

8.1 Indemnification. Business Associate agrees to indemnify and hold harmless Company, Company Clients and their subsidiaries, affiliates, directors, officers, employees (each an "Indemnified Party") from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by Business Associate (an "Indemnified Claim"), Business Associate Representative or any other subcontractor, agent, Member or entity under Business Associate's control

- 8.2 Control of Defense. If Company is named a party in any judicial, administrative or other proceeding arising out of or in connection with an Indemnified Claim, Company shall have the option at any time either (i) to tender its defense to Business Associate, in which case Business Associate shall provide qualified attorneys, consultants and other appropriate professionals to represent Company' interests at Business Associate's expense, or (ii) undertake its own defense, choosing the attorneys, consultants and other appropriate professionals to represent its interests, in which case Business Associate shall be responsible for and pay the reasonable fees and expenses of such attorneys, consultants and other professionals.
- 8.3 Control of Resolution. Company shall have the sole right and discretion to settle, compromise or otherwise resolve any Indemnified Claim, notwithstanding that Company may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate of its obligation to indemnify Company under this Section.
9. Injunctive Relief. In the event of a breach by Business Associate of any of its obligations hereunder, Company shall have, in addition to any other rights and remedies available at law or in equity, the right to obtain interim, interlocutory and permanent injunctive relief without the necessity of posting a bond or proving either actual damage or that any irreparable harm would or might result from a failure to obtain such injunctive relief, it being acknowledged and agreed by all parties hereto that any such breach will cause irreparable harm to Company and that monetary damages, alone, will not provide an adequate remedy (provided that no provision of this Agreement shall preclude Company from seeking and collecting monetary damages).

EXHIBIT 5

FMO/BROKER AGENT BINDING AGREEMENT

_____ (“Agent”), hereby agrees to be bound by all of the provisions of the Field Marketing Organization (FMO) Independent Broker Agreement dated as of by and between _____ (“FMO”) and Clever Care Health Plan, Inc. (“Clever Care”) as it has been and may be amended, supplemented, or otherwise modified from time to time, the “Agreement”. Unless otherwise indicated all capitalized terms used but not defined shall have the meaning given to such terms in the Agreement. In connection with the foregoing, all references to “Agent(s)” or “Broker(s)” in the Agreement shall include Agent.

Agent, by executing this Binding Agreement, hereby acknowledges that Agent has read the terms and conditions of the Agreement and agrees to, and shall, be bound, and abide, by all terms, conditions, covenants and obligations applicable to Broker and Agents under the Agreement as of the date set forth below.

Agent, by executing this Binding Agreement also certifies that Agent currently satisfies all of the requirements to be an Agent/Broker as set forth in the Agreement and affirms that Agent will immediately notify FMO and/or Clever Care in the event that Agent no longer satisfies all of the requirements to be an Agent/Broker, or if the representations and warranties set forth in the Agreement that are applicable to Agent are no longer true.

Agent hereby acknowledges that Clever Care shall have the right, at its sole discretion, to remove Agent from providing services under the Agreement if Agent fails to continue to meet the requirements to be an Agent/Broker or if the representations and warranties set forth in the Agreement that are applicable to Agent are no longer true. Agent acknowledges that in the event of such removal, Clever Care will provide written notice of the termination of the Agreement with respect to Agent to both FMO and Agent and that the effect of such termination on any Compensation payable to Agent shall be as described in the Agreement.

FMO Name: _____

Address: _____

AGENT

Signature: _____

Print Name: _____

Agent License Number: _____

Issuing State: _____ Expiration Date _____

EXHIBIT 6
INDEPENDENT PRODUCER INFORMATION FORM

Date FMO Name

Tax ID Number/Social Security Number (SSN) Agent Name

General Information

Office Phone Cell Phone National Producer No.

Business Address

City State ZIP Code

Email Address

Agent License Number (CA License#) Additional Language

Commission Payout: **Pay to FMO** **Pay to Agent**

I confirm the information provided is accurate to the best of my knowledge.

Signature of Applicant/Authorized Officer Date

EXHIBIT 7

INDEPENDENT PRODUCER COMMISSION DIRECT DEPOSIT AUTHORIZATION FORM

INSTRUCTIONS: Please use only black or blue ink. Initial any corrections.

Part I: TYPE OF ACTION (Please select one of the options)

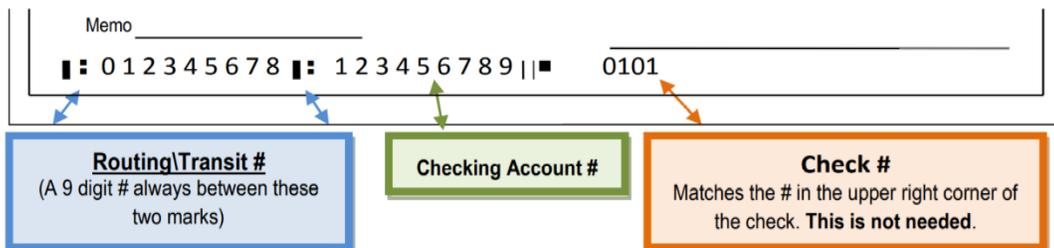
	New direct deposit authorization (Complete part II, III & IV)
	Change financial institution and/or bank account (Complete part II, III & IV)
	Cancellation of direct deposit (Complete part II and V)

Part II: PAYEE INFORMATION

Name	
Mailing Address	
City, State & Zip	
Phone number	

PART III: FINANCIAL INSTITUTION INFORMATION

Financial Institution Name	
City and state	
Type of Account	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
Routing/Transit #	
Account Number	



Please include voided check with this form

PART IV: AUTHORIZATION FOR NEW OF CHANGED ACCOUNTS

I authorized Clever Care Health Plan (CCHP) and my financial institution indicated above to make deposits to my account. If funds to which I am not entitled are deposited to my account, I authorize CCHP to direct the financial institution to return such funds and notify me. This authorization will remain in effect until CCHP receives a new authorization from me either changing or cancelling this authorization.

Authorization Signature	
Printed name	
Date	

PART V: AUTHORIZATION FOR NEW OF CHANGED ACCOUNTS

I request that Clever Care Health Plan (CCHP) and my financial institution indicated above terminate direct deposits to my account. I understand that it may take 30 days for the cancellation to take effect.

Authorization Signature	
Printed name	
Date	