Producer Commission Agreement

This Agreement between _____, the producer hereinafter called you, and The PerfectHealth Insurance Company, hereinafter called the Company, establishes the compensation on insurance plans as herein defined.

1. Compensation, subject to the further terms and conditions hereof, will be paid to you in accordance with the Commission Scale Illustration sheet signed by you and in effect under any insurance plan during the life of this Agreement while you are designated by the Planholder.
2. The monies received for any plan year upon which compensation shall be computed hereunder shall be the total monies which have become due and are received, less any refunds, by the Company applicable to such plan year, unless a remaining balance resulted and was later recouped by external sources.
3. Plan years shall be computed from the date anniversaries are computed as stated in the group insurance plan documents.
4. The Company appoints you on the conditions specified to solicit applications for insurance plans, to forward the applications for approval or rejection, and to collect the first payment due on these applications. You shall not knowingly solicit applications from persons who are not eligible for insurance plans under the Company's rules. You shall not conceal nor knowingly fail to disclose any information reasonably relevant to the underwriting of the risk.
5. You shall not incur or impose upon the Company any obligations in any case except within the limitations contained in this Agreement or in accordance with written instructions issued by the Company. The Company shall not be responsible for any expense incurred by you. Likewise, you may not propose to contract for or incur any bill, debt, or obligation in the name of the Company.
6. Nothing contained herein is intended to create the relationship of employer and employee between you and the company. You are an independent contractor. You shall be free to exercise your own judgement as to the persons from whom you will solicit applications and the time, place and means of performing all acts hereunder. You will cause and require all employees or subproducers associated with you to comply with all applicable laws and the regulations including the procurement of all prescribed licenses. No circular, advertisement, proposal or similar matter for the sale of Company products shall be printed, published, or used in any way by you unless it shall first have been approved by the Company.
7. No compensation payable hereunder, or any part thereof, shall be assigned or transferred, either absolutely or as collateral security, without the Company's prior written consent, nor unless a copy of the assignment is filed with the Company.
8. You agree to indemnify the Company for any indebtedness or obligations created by you or employees or subproducers associated with you, whether arising hereunder or otherwise. You also agree to indemnify the Company for any liabilities, losses, costs or expenses incurred or monies paid by the Company to any person as the result of the misrepresentations, negligence or unauthorized acts by you or employees or subproducers associated with you, except to the extent that the Company caused, contributed to, or compounded any misrepresentations, negligence or unauthorized acts by the producer. The Company, in addition to the rights available under the law to recover any funds due it, may set off such obligation or indebtedness from any compensation payable under this contract or any other contract that you may have with the Company or with any affiliate of the Company. In addition you agree to reimburse the Company for any attorney's fees, expenses or collection costs incurred in the enforcement of this provision. The terms of this provision shall not be impaired by termination of this contract.
9. The Company or you may terminate this Agreement by giving the other party prior written notice.
10. The Company reserves the right to revise the Commission Scales at any time and apply to monies paid prospectively. The Company also reserves the right to adjust the Commission Scales to fit any special group insurance plan.
11. Compensation shall become payable only if and so long as (a) you are continuously and properly licensed to transact an insurance business and (b) you are continuously recognized as Producer by the Planholder with respect to the group insurance plan under this Agreement and (c) you are personally servicing the business in a matter satisfactory to the Company.

This Agreement shall become effective when duly executed by the Company and Producer.

_____ The PerfectHealth Insurance Company

Producer (Please Print or Type)

_____

Producer Signature Date

_____

Social Security Number License Number

_____ _____

Witness to Producer Signature Company Officer Date

NY 3005