

## ***Broker/Agent Agreement***

This Agreement is made effective as of April 1, 2022 by and between Five Points Health Benefit Plans, LLC, and Located at 6006 N. Mesa St., Ste.108 & 110, El Paso, Texas 79912, and **Mr.** \_\_\_\_\_ located at \_\_\_\_\_.

### **AGREEMENT**

**The Parties agree as follows:**

#### **1. SERVICES TO BE PROVIDED BY BROKER/AGENT**

- A. Solicitation of Employer Groups.** Broker/Agent is authorized to solicit applications from employer groups meeting requirements established by Five Points Health Benefit Plans, LLC for health benefit plans and other benefits or health plan products issued, administered or marketed by Five Points Benefit Plans, LLC. Broker/Agent agrees to use its best efforts to solicit enrollment of prospective employer groups under this Agreement.
- B. Solicitation of Individuals and Families.** Broker/Agent is authorized to solicit applications from individuals meeting requirements established by Five Points Benefit Plans, LLC for health benefit plans and other health plan products. Broker/Agent agrees to use its best efforts to solicit enrollment of prospective members under this Agreement.
- C. Application for Enrollment.** Broker/Agent will assist employer groups/individuals in completing and submitting applications for enrollment in accordance with Five Points Benefit Plans, LLC policies and procedures.
- D. Marketing Materials and Forms.** When providing services under this Agreement, Broker/Agent will only use advertising and marketing materials and other forms provided by Five Points Benefit Plans, LLC. All marketing materials and forms (including policy forms) are and shall remain the sole property of Five Points Benefit Plans, LLC. Broker/Agent shall broadcast, publish, display on its website, distribute or otherwise make available any advertisements, marketing materials, trademarks, trade names, or other written, electronic or other forms of information referring to or regarding Five Points Benefit Plans, LLC or its affiliates (including, without limitation, screens from Five Points Benefit Plans, LLC or its affiliates' websites) has been approved by this agreement and will not need any other form of approval.

#### **2. COVENANTS AND WARRANTIES OF BROKER/AGENT**

- A. Qualifications.** Broker/Agent certifies that Broker/Agent currently satisfies all the requirements of and is duly licensed by the appropriate Texas agencies responsible for the regulation of insurance agents and brokers ("Insurance Departments") to solicit the health benefit plans or other insurance products issued, administered or marketed by Five Points Benefit Plans, LLC in that portion of the Territory in which Broker/Agent conducts such activities. If Broker/Agent is a corporate agency, Broker/Agent certifies that each employee or agent associated with Broker/Agent who solicits health benefit plans or other insurance products issued, administered or marketed by Five Points Benefit Plans, LLC is also currently qualified and duly licensed.
- B. Independent Contractor.** Broker/Agent at all times will be an independent contractor providing services pursuant to this Agreement.
- C. Indemnification.** Broker/Agent agrees to indemnify and hold harmless Five Points Benefit Plans, LLC from any and all claims, actions, liabilities and expenses (including costs of judgments, settlements,

court costs and attorneys' fees, regardless of the outcome of the claim or action) arising out of or related to the performance or non-performance by Broker/Agent of any services provided by Broker/Agent under this Agreement. Five Points Benefit Plans, LLC agrees to indemnify and hold harmless Broker/Agent from any and all claims, actions, liabilities and expenses (including costs of judgments, settlements, court costs and attorneys' fees, regardless of the outcome of the claim or action) arising out of or related to the performance or non-performance by Five Points Benefit Plans, LLC agrees of any services provided by Five Points Benefit Plans, LLC agrees under this Agreement.

**D. HIPAA/Confidentiality.** Broker acknowledges and agrees that certain information to which it may have access in the course of providing services under this Agreement will be Personal Health Information ("PHI") as defined in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and regulations promulgated there under by the U.S. Department of Health and Human Services (together "HIPAA"), or other confidential medical information under applicable state law.

**E. Confidentiality.** Broker/Agent has been and will be granted access to certain Confidential Information (as hereinafter defined) of Five Points Benefit Plans, LLC in the course of performing services under this Agreement. Broker/Agent shall be responsible for maintaining the security and integrity of Five Points Benefit Plans, LLC data systems. Broker/Agent shall notify its employees, staff, and sub-agents of the proprietary nature of Five Points Benefit Plans, LLC data systems and Confidential Information (as hereinafter defined) and the requirements of confidentiality specified herein.

### 3. **PAYMENTS BY FIVE POINTS BENEFIT PLANS, LLC**

A. **Payments of Commissions.** In consideration of the services to be provided by Broker/Agent hereunder and the compliance of Broker/Agent with the terms hereof, Five Points Benefit Plans, LLC agrees to pay to Broker/Agent a commission based on the employer groups/individuals solicited by Broker/Agent, who have been enrolled. Payment will be issued to say Broker on the 15<sup>th</sup> of the month or upon receipt of respective client monthly payment.

B. **Amount of Commission.** Subject to the documentation requirements. Five Points Benefit Plans, LLC will pay a commission to Broker/Agent based on the current commission schedule which is attached as **Exhibit A**.

C. **Required Documentation.** No commissions shall be payable until Five Points Benefit Plans, LLC has received from Broker/Agent all documents necessary to process an employer group's/ individual's application and health benefits contract. All such documents must be submitted within three (5) days of the date on which employer group application is first submitted by the Broker/Agent. The necessary documents include, but are not limited to, a completed Broker Information sheet, Form W-9.

### 4. **TERM AND TERMINATION.**

- i. **Term.** The term of this Agreement shall commence on the date first specified above and will continue in effect until such time as this Agreement is terminated by either party.
- ii. **Termination without Cause.** This Agreement may be terminated by either party at any time, without cause, upon thirty (30) days' written notice to the other party, unless applicable law shall require a longer period of notice.

- **Entire Agreement/Modification.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements between the parties whether oral or written.  
**AMENDMENT.** This contract may be modified or amended in writing by either party, but has to be mutually agreed upon in writing and signed by both parties.

**BROKER/AGENT**

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

**Address:** \_\_\_\_\_

**Tel:** \_\_\_\_\_

**Email:** \_\_\_\_\_

IN WITNESS WHEREOF, Broker/Agent Five Points Benefit Plans, LLC executed this Agreement on the day and year set forth at the beginning of this Agreement.

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

(Signature)

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

**Five Points Health Benefit Plans, LLC**  
**6006 N. Mesa St., Suites 108 & 110**  
**El Paso, Texas 79912**

Five Points Health Benefit Plans, LLC

\_\_\_\_\_  
Isaac Belbel, President

\_\_\_\_\_  
Date

## Group and Individual Broker Commission Schedule (Exhibit A)

### Employer Group Commission Schedule

Group commissions are calculated per subscriber per month, PSPM, or as a percentage of premium paid dependent upon the employer group's number of eligible employees.

Eligible Employees	1-100	101-250	251+
<b>Commission Rate</b>	15%	16%	18%
	Per Member Per Plan	Per Member Per Plan	Per Member Per Plan

- For calculations based on PSPM, the subscriber counts used for commission calculations are the number of subscribers enrolled on the last day of the month.
- Commissions are payable monthly only to the Broker of Record based on the number of subscribers enrolled as of the last day of the previous month for groups with 250 or less eligible employees.

### Students, Individual & Family Commission Schedule

Individual commissions are calculated on a per member per year, PSPY, basis. Effective January 1, 2022, commissions for Five Points Benefit Plans, LLC renewals will also be in perpetuity.

Enrollment Status	Commission Rate
New first year enrollment – One year	15% Schedule of Commissions - PSPY
Enrollment renewal (subsequent years)	15% See Schedule of Commissions - PSPY