

**Starmount Life Insurance Company
GENERAL AGENT AGREEMENT**

THIS GENERAL AGENT AGREEMENT (“Agreement”) is made this _____ day of _____, 20____, by and between Starmount Life Insurance Company (hereinafter referred to as the “Company”) and _____ (“General Agent”).

A. General Agent operates as a professional liaison between the Company and agents and brokers who interact with individuals and groups interested in obtaining health care benefits.

B. The Company desires to promote its Benefit Plans to employer groups interested in obtaining benefits in the Company’s licensed geographic service area.

C. General Agent desires to, directly and through coordination with General Agent’s network of individual contracted brokers and agents, promote the Benefit Plans to prospective applicants and employers and solicit and arrange for the Company’s processing of interested and qualified persons’ applications in the Benefit Plans pursuant to an agreement with the Company (“Individual Policy Agreement” or “Group Policy Agreement”).

**ARTICLE ONE
APPOINTMENT, DUTIES AND LIMITATIONS ON AUTHORITY**

1.1 Appointment. Subject to the terms and conditions of this Agreement, the Company hereby appoints General Agent on a non-exclusive basis within the markets specified in Exhibit B, attached hereto and made a part hereof (the “Territory”), to solicit applications either directly or through its network of individual contracted brokers and agents who are designated by General Agent and appointed by the Company (“Sub-Agents”) for the Group Benefit Plans specified in Exhibit A, attached hereto and made a part hereof. General Agent hereby accepts such appointment. General Agent must also be appropriately appointed by the Company’s insurance carriers to solicit carrier-specific benefits.

1.2 Duties of General Agent. General Agent shall:

a. Establish, equip, staff and maintain an office for the conduct of business under this Agreement, and subject to the Company’s prior review and written approval, prepare and provide all proposals for Individual and Group Policy Agreements, based upon information provided by the Company, for delivery to prospective applicants or groups.

b. Implement a focused marketing strategy under which General Agent will actively promote the sale of the Benefit Plans and will recruit to the Company, subject to the provisions of Article Two, below, Sub-Agents within General Agent’s Territory who specialize in the sale of products and services offered through the Company;

c. Solicit and procure, and cause to be solicited and procured by duly qualified Sub-Agents, applications for Individual and Group Policy Agreements from interested and qualified persons pursuant to applicable Company forms and agreements;

d. Maintain proper records and accounts of business covered by this Agreement, in such manner and form as may be required by the Company, which records shall be the property of the Company, whether or not paid for by the Company; make such records and accounts available to the Company or its representatives during normal business hours with two (2) business days prior written notice; and turn such records over to the Company immediately upon termination of this Agreement, provided that General Agent may retain copies of such records for its files;

e. Render services to policyholders, subscribers or members of the Benefit Plans including all necessary support services for presentations by Sub-Agents to prospective policyholders, subscribers or members

of the Benefit Plans, as required by the Company; generally endeavor to promote the interests of the Company as contemplated by this Agreement; and conduct itself so as not to affect adversely the business or reputation of itself or the Company;

f. Inform all policyholder, subscribers and members providing payments under the Individual or Group Policy Agreements that all payments are to be made directly to the Company (except for the first month's premium which may be collected by General Agent) and are to be in the form of a check payable to the Company, provided that General Agent shall immediately remit to the Company, for credit only against the proper account, any and all moneys received by it on behalf of the Company as full or partial payment of initial premiums, bills, accounts, charges and other items of any nature whatsoever, and until such moneys are remitted, hold them in trust for the benefit of the Company, in separate accounts, not co-mingled with General Agent's other funds; it being specifically acknowledged and agreed by General Agent that neither General Agent nor any Sub-Agent is authorized to negotiate any check made payable to the Company;

g. Timely pay to the Company all moneys which may be or become due to it by reason of advances or loans or overpayments to General Agent or otherwise;

h. Make available to the Company all information which comes into General Agent's possession concerning the underwriting of any risk whether such information bears favorably or unfavorably on such underwriting;

i. Allow the Company, its insurance carriers and their respective representatives and accountants, to conduct at any time or as soon as reasonably possible, upon two (2) business days prior notice, a complete audit of General Agent's books and records as the Company deems necessary with respect to the business transacted by General Agent under this Agreement;

j. Maintain all appropriate licenses necessary to promote and market the Benefit Plans under the laws of the state in which the insurance is issued and the United States, and promptly notify the Company of the institution of any disciplinary proceedings against it or against any of its principals, partners, shareholders, directors, officers, employees or Sub-Agents relating to any license issued to any such person by the state in which the insurance is issued.

k. Follow and be governed by the terms and conditions of this Agreement and by the reasonable rules and regulations for the conduct of Company business as set forth in the Starmount Life Insurance Compliance Manual, as may be updated periodically and timely provided to General Agent in writing;

l. Exert its best efforts to keep all Individual and Group Policy Agreements solicited or arranged under this Agreement in force and to provide prompt service to Sub-Agents, policyholders, subscribers and members of the Benefit Plans;

m. Promptly report to the Company any complaints or inquiries of which it becomes aware (and the facts relevant thereto) to/from any regulatory authority regarding General Agent, any Sub-Agents or the Company; and

n. Comply with and meet the performance requirements specified in Exhibit C, attached hereto and made a part hereof; it being acknowledged and agreed by General Agent that failure to comply with and meet such performance requirements may result in termination of this Agreement.

1.3 Limitations on Authority. General Agent has no authority to, nor shall it represent itself as having such authority to, nor shall it do any of the following:

a. Hold itself out as an employee, partner, joint venturer or associate of the Company;

b. Hold itself out as an agent of the Company in any manner, or for any purpose, except as specified in this Agreement;

- c. Alter, modify, waive or change any of the terms, rates or conditions of any advertisements or other promotional literature, receipts, policies or contracts of the Company in any respect;
- d. Insert any advertising in respect to the Company in any publication whatsoever, distribute any promotional literature or other information in any media, or use the logo/service marks of the Company without prior written authority of the Company;
- e. Collect, or authorize a Sub-Agent or any other person to collect, any premiums or payments on behalf of the Company whatsoever, except the initial month's premium;
- f. Bind the Company on any applications for Individual or Group Policy Agreements;
- g. Incur any indebtedness or liability, make, alter, or discharge contracts, waive or forfeit any of the Company's rights, requirements or conditions under the Individual or Group Policy Agreements, extend the time of payment of any premium, or waive payment in cash on behalf of the Company;
- h. Transfer or sell the business of the general agency created by this Agreement (policies sold hereunder) without the Company's prior written consent which shall not be unreasonably withheld, it being acknowledged and agreed by General Agent that such business, except for General Agent's rights to compensation therefrom, belongs exclusively to the Company; and
- i. Deduct any commissions or other payments due General Agent or any Sub-Agents from premiums or payments collected on behalf of the Company.

1.4 Duties of the Company

- a. The Company shall provide to General Agent the information necessary to prepare proposals for Individual or Group Policy Agreements, including rate and benefit schedules and Company forms and agreements;
- b. The Company shall prepare and present billings directly to each policyholder or subscriber group;
- c. The Company shall furnish to General Agent for distribution to prospective policyholders, subscribers and members marketing material and promotional materials, advertisements, circulars, brochures or similar material concerning the Benefit Plans;
- d. The Company shall be solely responsible for determining the terms and conditions for Individual or Group Agreement renewals.

1.5 Company's Right to Change Territory and/or Benefit Plans. Without liability to General Agent, the Company may modify its licensed geographic service area (the "Service Area"), and may, in its sole discretion, discontinue or withdraw any Benefit Plans from General Agent in General Agent's Territory without affecting the right of the Company to continue marketing said Benefit Plans in such Territory or in any other of the portion of the Service Area.

1.6 Company's Right to Reject Applications and Cancel or Rescind Individual or Group Policy Agreements. Nothing contained in this Agreement shall be construed to limit the authority or right of the Company, in its sole discretion, to decline acceptance of any application for Individual or Group Policy Agreements or to amend or rescind any of the Individual or Group Policy Agreements, in accordance with the Company's procedures and guidelines and applicable law.

1.7 Relationship of Parties.

- a. General Agent shall be deemed an independent contractor and nothing contained in this Agreement shall be construed to create an employer and employee relationship between the Company and General

Agent. General Agent shall be responsible for all taxes on compensation earned by it under this Agreement. General Agent shall be responsible for providing any and all insurance coverages it is required to provide for itself, or for any of its employees, by law.

b. Except as specified in this Agreement, General Agent is not, and shall not be deemed in any way, to be the Company's agent, and the Company shall not be bound or liable for any actions taken or representations made beyond the scope or in violation of this Agreement.

1.8 Litigation. General Agent shall not initiate litigation in any dispute between General Agent and any Sub-Agent, or between General Agent and any policyholder, applicant or subscriber group without the prior written consent of the Company. If any legal action is brought against either party hereto, or against both parties jointly, by reason of any alleged act, fault or failure of General Agent in connection with its activities hereunder, the Company may require General Agent to defend such action, or at its sole option may defend therein and expend such sums as may be reasonable therefore including reasonable attorneys' fees, and General Agent shall be chargeable therewith as well as with any amounts which may be recovered against the Company by judgment, settlement or otherwise, in any such action, which amount General Agent shall pay to the Company on demand.

1.9 Indemnification.

a. Each party hereby agrees that it will indemnify and hold the other party harmless from and against any and all third-party claims, suits and disputes resulting in any losses, liabilities, and damages, including reasonable attorney's fees ("**Third Party Losses**"), arising directly from such party's breach of this Agreement.

b. In the event that any action or proceeding shall be commenced or claim asserted by a third party which may entitle a party entitled to any indemnification pursuant hereto (an "**Indemnified Party**") to be indemnified under this Agreement, such party shall give the party required to provide indemnification pursuant hereto (an "**Indemnifying Party**") written or facsimile notice of such action or claim reasonably promptly after receipt of written notice thereof. The Indemnifying Party shall be entitled to participate in the defense of any such action or claim in reasonable cooperation with, and with the reasonable cooperation of, the Indemnified Party and to the extent that the Indemnifying Party may elect by written notice delivered to the Indemnified Party promptly after receiving the aforesaid notice from such Indemnified Party, to assume the defense thereof, with counsel reasonably satisfactory to such Indemnified Party. Upon receipt of notice from the Indemnifying Party to the Indemnified Party of its election to assume the defense of such action and approval by the Indemnified Party of counsel, the Indemnifying Party shall not be liable to the Indemnified Party under this Agreement for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof. The Indemnified Party will have the right to employ its own counsel in any such action in addition to counsel for the Indemnifying Party, but the fees and expenses of such counsel will be at the expense of such Indemnified Party. The Indemnified Party shall cooperate with the Indemnifying Party in resolving any event which would give rise to an indemnification obligation pursuant hereof in the most efficient manner. No settlement of any such claim or action shall be entered into without the consent of the Indemnified Party which is subject to such claim or action, on the one hand, and the Indemnifying Party, on the other hand; provided, however, that the consent of such Indemnified Party shall not be required if such settlement fully discharges, with prejudice against the plaintiff, the claim or action against such Indemnified Party. Any failure by an Indemnified Party to comply with the provisions of this Section shall relieve the Indemnifying Party of liability only if such failure is materially prejudicial to any legal pleadings, grounds, defenses or remedies in respect thereof or the Indemnifying Party's liability hereunder, and then only to the extent of such prejudice.

c. For purposes hereof, Third Party Losses shall be net of any insurance proceeds received by the Indemnified Party with respect to the third-party claim, suit or dispute from policies of insurance obtained by it or its affiliates.

1.10 Rules and Regulations. General Agent shall conform to the rules and regulations of the Company now or hereafter to become in force, which rules and regulations shall constitute a part of this Agreement.

**ARTICLE TWO
NETWORK OF SUB-AGENTS**

2.1 Recommend Appointment. General Agent may recommend Sub-Agents in General Agent's Territory for appointment by the Company and its insurance carriers.

2.2 Appointment of Sub-Agents. Any and all agreements made with Sub-Agents shall be made directly with the Company and on the Company's or its insurance carriers' forms. The Company and its insurance carriers, in their sole discretion, shall have the right to approve or disapprove of such appointments and retains the right, in its sole discretion, to terminate such appointments. Such agreements shall not become effective until they are executed by the Company and the Sub-Agent is licensed and appointed with the insurance department of the state in which the insurance is issued. General Agent shall have no authority to modify or amend any agreement with any Sub-Agent.

2.3 Appointment of Sub-General Agents. General Agent shall not appoint any person or firm to perform any of General Agent's duties under this Agreement without the prior written consent of the Company and its insurance carriers.

2.4 Payment to Third Parties. All moneys due to Sub-Agents in connection with Individual or Group Policy Agreements shall be paid by the Company according to the direct agreement between the Company and each Sub-Agent. General Agent may not pay or offer to pay (directly or indirectly, in cash or in any form of non-cash compensation including trips, incentive awards, etc.) any portion of any compensation due General Agent under this Agreement to any person(s) other than its own employees for any reason without prior written approval of the Company. General Agent shall not pay, and shall not allow its Sub-Agents to pay, any form of rebate. General Agent shall immediately inform the Company of any actual or suspected rebate by any person acting on behalf of General Agent or any Sub-Agent.

**ARTICLE THREE
COMPENSATION WHILE AGREEMENT IS IN EFFECT**

3.1 Individual and Group Policy Agreements. The Company shall pay, subject to all the terms and conditions of this Agreement and only while this Agreement is in effect and prior to its termination, over-riding commissions set forth in Exhibit D, attached hereto and made a part hereof, on premiums actually received by the Company for the Individual and Group Policy Agreements solicited or arranged by General Agent directly or by General Agent through its Sub-Agents. General Agent shall receive over-riding commissions only on (i) business submitted to the Company directly by the General Agent, (ii) business submitted by Sub-Agents to the Company directly which bears General Agent's name and (iii) business which the Company in its sole judgment determines is produced as a direct and primary result of the efforts of General Agent. General Agent shall accept the over-riding commissions set forth in Exhibit D hereto as compensation in full for all services performed and for all expenses incurred by General Agent under this Agreement. General Agent shall be entitled to a commission on policies written during the term of this Agreement for so long as it remains the broker of record and the related policies remain in force. If an individual, employer or group solicited by General Agent provides us with notification of a change of its broker of record, General Agent's entitlement to fees with respect to such individual or subscriber group shall terminate at the close of business on the effective date of the change designating another broker of record.

3.2 Changes in Commissions. The Company may, at any time and from time to time, increase or decrease the commissions payable on any or all Individual or Group Policy Agreements, and may fix the commissions payable on any or all new Benefit Plans which are added to Exhibit A hereto by furnishing to General Agent either (i) written notice or (ii) a revised compensation schedule. Any change in the commission's payable shall not be retroactive, but shall only apply to new policies received after notification of a change is furnished to General Agent.

3.3 Payment of Commissions; Deductions. Commissions shall be due General Agent based on actual premiums received by the Company and shall be paid by the Company no less frequently than monthly. General Agent's commissions shall be less commission charge-backs for refunds of premium.

3.4 Moneys Due the Company. The Company may offset any moneys due General Agent against any debts now due or which may become due at any time from General Agent, and these debts shall be a first lien against the moneys due General Agent or to become due General Agent from time to time under this Agreement. General Agent may not offset such debts against any moneys accrued or to accrue hereunder, but not yet payable. If General Agent has received any payment, commission or other compensation to which General Agent is not entitled under this Agreement, the same shall be a debt payable to the Company upon demand.

3.5 Lapsed Plan. If any Individual or Group Policy Agreement lapses for a period exceeding three (3) months and is not subsequently reinstated, there shall be no further obligation upon the Company to pay commissions hereunder for such Individual or Group Agreement unless said Agreement is reinstated through the direct efforts of General Agent or its Sub-Agents, as determined by the Company.

3.6 Advance Premium. No commissions will be paid on premiums paid in advance until one (1) month after the date the advance premium was earned by the Company, and then only if the Individual or Group Policy Agreement for the policyholder or subscriber group is in force and effect.

3.7 Commissions on Conversion Plans. No commissions will be paid for premiums received for group life conversion policies.

3.8 Waived Premium. General Agent shall not be entitled to commissions on premiums which have been waived by the Company.

3.9 General Agent Acting in Agent Capacity. General Agent shall not be entitled to agent level commissions for any Individual or Group Policy Agreement unless General Agent's name appears on the application of the policyholder or subscriber group as the "agent of record" and General Agent has executed an Agent Contract with the Company which is in effect at the time the application is submitted to the Company.

3.10 Company Decision Final. In computing commissions, the determination of the Company, in its sole discretion, shall be final in classifying or identifying the type, class, or kind of Benefit Plan and the applicable commission payable. In all cases where General Agent's claim to commission is disputed or is otherwise questionable, the Company shall have the right to decide and settle the dispute. The decision of the Company shall be binding and conclusive and not subject to appeal or any dispute resolution procedure whether or not specified in this Agreement.

ARTICLE FOUR TERMINATION AND RIGHT TO COMPENSATION THEREAFTER

4.0 Term of Agreement. Unless earlier terminated in accordance with this Article Four, the term of this Agreement shall begin on the date first written above and shall continue for a period of one (1) year, and be automatically renewed for one (1) year at the end of each year.

4.1 Termination Without Cause. This Agreement may be terminated without cause by either General Agent or the Company upon sixty (60) days prior written notice, provided in accordance with the notice procedures set forth in this Agreement. Upon termination of this Agreement pursuant to Section 4.1, the Company will continue to make commission payments to General Agent on policies written hereunder so long as General Agent remains the broker of record and the related policies remain in force.

4.2 Termination With Cause. Without restricting the right of the Company to terminate this Agreement without cause upon sixty (60) days prior written notice, the Company may immediately terminate this Agreement for cause upon written notice to General Agent in accordance with the notice procedures set forth in this Agreement: (i) if General Agent fails to comply with the rules and regulations of the Company or the laws or regulations of the state in which the insurance was issued and does not cure such failure to the satisfaction of the Company within thirty (30) days of its receipt of written notice thereof from the Company; (ii) upon failure of General Agent to maintain the insurance coverages set forth in this Agreement; (iii) upon the failure of General Agent to otherwise conform to the terms and conditions of this Agreement and its inability or refusal to cure such failure to the satisfaction of the Company within thirty (30) days of its receipt of written notice thereof from the Company; (iv) upon the appointment

of a receiver to handle General Agent's affairs; (v) upon the filing of a petition of insolvency by General Agent or (vi) upon the conviction of General Agent or any of its principals, partners, shareholders, directors or officers of a felony crime. No payment of commissions shall be made to General Agent if this Agreement is terminated for cause, except if the termination is based upon General Agent's failure to meet the performance requirements specified in Exhibit C hereto. Subject to Section 3.2 and except as otherwise provided in this Agreement, upon termination of this Agreement based upon General Agent's failure to meet the performance requirements specified in Exhibit C hereof, the Company will continue to make commission payments with respect to business written with effective dates preceding the termination date for so long as General Agent remains the broker of record and such business remains in force with the Company.

4.3 Upon the death of the General Agent, this agreement shall terminate and any monies to which the General Agent would have been entitled at the time of his death shall be paid, as the premiums are paid to the Company on behalf of the General Agent, to whomsoever shall be entitled thereto by the laws of the descent and distribution, or the last will and testament of the General Agent. Such monies will be held by the Company without interest or penalty until lawful determination is accepted by the Company as to the recipient of the monies.

4.4 Breach after Termination. In the event General Agent or any principals, partners, shareholders, directors or officers of General Agent at any time after termination of this Agreement: (i) induces, or attempts to induce, any policyholder, subscriber group or any individual member to cancel or not renew any Individual or Group Policy Agreement with the Company; (ii) induces, or attempts to induce, within two (2) years after the termination of this Agreement, any agent or employee of the Company to leave the Company's service, to cease soliciting or writing business for the Company, or to reduce the volume of such business written; (iii) acts in a manner which would have been a material breach of this Agreement had it not been terminated (except for meeting the performance standards specified in Exhibit C hereto); (iv) systematically moves business from the Company; or (v) engages in any activity which could be reasonably foreseen to result in the replacement of any Individual or Group Policy Agreements, then General Agent shall be in material breach of this Agreement and the Company shall have the right to terminate all future payments of any sort under this Agreement. This provision shall survive the termination of this Agreement and inure to the heirs, beneficiaries, and permitted assigns of General Agent. Notwithstanding the foregoing, it is understood and agreed that (x) the terms of Sections 4.4(i) and (v) shall not prohibit General Agent, or any of its principals, partners, shareholders, directors or officers, from complying with any affirmative fiduciary duties required by law, and (y) in the event General Agent, or any of its principals, partners, shareholders, directors or officers, violates the terms of Sections 4.4(i) and (v) pursuant to its compliance with any affirmative fiduciary duties required by law, the Company shall not have the right to terminate future payments under this Agreement as a result of such violation.

4.5 Moneys Due the Company. All payments due General Agent after termination of this Agreement shall be subject to the provisions of Section 3.4, above.

ARTICLE FIVE GENERAL PROVISIONS

5.0 Proprietary and Confidential Information. General Agent agrees that all marketing and promotional materials, advertisements, circulars, brochures or similar material concerning the Benefit Plans rate and benefit schedules, contracts, records, files, manuals, forms, and other materials and information furnished by the Company is and shall remain confidential and proprietary to the Company. General Agent agrees that such proprietary and confidential information shall only be used by General Agent in connection with performance under this Agreement and only in the manner provided by this Agreement. General Agent shall not use any of the Company's proprietary and confidential information to directly or indirectly compete with the Company during the term of this Agreement or at any time thereafter. Upon termination of this Agreement, General Agent shall immediately return all proprietary and confidential information.

5.1 Assignment. Neither this Agreement nor any of the duties or benefits of this Agreement shall be assigned or transferred, either in whole or in part, without the prior written consent of the Company.

5.2 Entire Agreement; Modifications. This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties. Any modification to the terms and conditions hereof must be made in writing and signed by the parties. Notwithstanding the foregoing, the Company specifically reserves the right to modify commissions as provided in Article Three of this Agreement.

5.3 Insurance. General Agent shall maintain the following insurance coverages:

a. Errors and Omissions Coverage in an amount not less than Three Hundred Thousand Dollars (\$300,000) per incident and One Million Dollars (\$1,000,000) in the aggregate providing for indemnification of the Company due to any loss arising as the result of any actual or implied negligence on the part of General Agent, or its principals, partners, shareholders, officers, directors, employees and producers who are not independent contractors, in performing General Agent's duties under this Agreement. General Agent shall cause the insurer of said coverage to deliver to the Company evidence of the existence of such policy. Further, General Agent shall require issuer of said coverage to provide written notice to the Company prior to the lapse of said policy.

b. General Liability Insurance (including Employee Theft and Dishonesty Coverage in the amount of One Million Dollars (\$1,000,000) per claim) and shall provide evidence of such coverage to the Company upon request.

c. Workers' Compensation Coverage in accordance with the laws of the state in which the insurance is issued.

5.4 Waiver. Failure of the Company to enforce compliance with the terms and conditions of this Agreement shall not be construed as a waiver of the right to exercise the same at any time.

5.5 Notice. Any and all notices required or permitted to be given hereunder shall be in writing and shall be sent by personal delivery, including commercial messenger services overnight delivery, United States, certified or registered mail, return receipt requested, or facsimile transmission. Irrespective of the manner of delivery or transmission used, all such notices shall be properly addressed and directed with postage or delivery charges prepaid, to the parties at their respective addresses set forth below or to such other address which any party may designate in writing in accordance with the provisions of this Section 5.5.

If to Company: AlwaysCare Benefits, Inc.
 8485 Goodwood Boulevard
 Baton Rouge, LA 70806
 Attention: Licensing Coordinator
 Phone: 225-926-2888, Ext. 146

If to General Agent: _____

Notices shall be deemed given upon actual receipt or independent written verification of receipt.

5.6 Compliance with Applicable Law; Severability. In the event any provision of this Agreement conflicts with laws applicable hereto or under which this Agreement is construed, or if any provision of this Agreement shall be held illegal or unenforceable or partially illegal or unenforceable by a court with jurisdiction over the parties to this Agreement, then this Agreement shall be modified to conform with said laws or judicial determination and such provision shall be construed and enforced only to such extent as it may be a legal and enforceable provision and all other provisions of this Agreement shall be given full effect separately therefrom and shall not be affected thereby.

5.7 Governing Law and Venue; Arbitration. This agreement shall be enforced and construed in accordance with the laws of the State of Louisiana. Both parties agree that if a dispute arises out of or relates to any dealing between the parties, or breach thereof, which cannot be settled through discussion or negotiation, to use binding arbitration as the only method to resolve unsettled claims that are cognizable in a court of law. All discussions and proceedings will be in Baton Rouge, Louisiana.

Any dispute relating to the interpretation or performance of this agreement or any disagreement or controversy between the parties of this agreement shall be resolved at the request of either party through binding arbitration in accordance with the rules of the American Arbitration Association as follows: On ten (10) days' written notice by either party to the other, each of them shall designate an arbitrator, and a third (3rd) arbitrator shall be selected by the two so designated. In the event that either party fails to designate an arbitrator within ten (10) days following notice or in the event of their inability or failure to agree upon a third, within ten (10) days following their designation, such selection shall be made by the American Arbitration Association. The decision in writing of any two (2) of the arbitrators designated or selected in accordance with this paragraph shall be conclusive on both parties.

5.8 Discretion. Whenever in this Agreement some action, report or change must be taken or omitted by General Agent if required or deemed necessary by the Company, and whenever the Company is given the option to require any act or omission by General Agent, or to take or not take any action on its part, including the adoption and promulgation of rules and regulations, the Company may act in its sole and absolute discretion, which shall be final and conclusive.

5.9 Guarantee of Performance. If General Agent is a corporation or a partnership, each of the shareholders and partners who has signed this Agreement below on behalf of General Agent or individually, personally and fully guarantee in all respects the performance by General Agent on each and every one of its agreements, covenants and undertakings hereunder.

5.10 Responsibility for Liabilities of Other Party. Notwithstanding any other section or provision of this Agreement, nothing contained herein shall cause either party to be liable or responsible for any debt, liability, or obligation of the other party or any third party unless such liability or responsibility is expressly assumed in writing by the party sought to be charged therewith. Each party shall be solely responsible for and shall hold the other party harmless against any obligation for payment of wages, salaries, or other compensation (including all State, Federal, and local taxes and mandatory employee benefits), and insurance and voluntary employment-related or other contractual or fringe benefits as may be due and payable by the party to or on behalf of such party's employees and other general agents and contractors. AlwaysCare shall hold General Agent free and harmless from any claim, judgment or liability arising from the provision of care to Individuals, Subscribers or Members under Benefit Plans.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COMPANY:

By: _____

Name: _____

Its: _____

GENERAL AGENT:

By: _____

Name: _____

Its: _____

EXHIBIT A

BENEFIT PLANS SUBJECT TO AGREEMENT

The Individual Insurance Policies underwritten by Starmount Life Insurance Company and subject to the Agreement are as follows:

Dental and Vision (optional rider to dental policy)

EXHIBIT B

TERRITORY

The non-exclusive Territory assigned to General Agent is:

All states where the Starmount Benefit Plans listed
on Exhibit A are approved and the General Agent is properly licensed and appointed
with Starmount Life Insurance

EXHIBIT C

PERFORMANCE REQUIREMENTS

The performance requirements referred to in Section 1.2 of the Agreement are as follows.

IT IS AGREED AS FOLLOWS:

- 1) This General Agent Agreement is an incentive plan offered to General Agent by Company in addition to and supplemental to Company's Standard Producer Commission Agreement.
- 2) General Agent represents that General Agent will use its best efforts to meet the following MINIMUM production requirements for the **Individual Insurance Policies** in Exhibit A:
 - a) \$25,000 in total collected new business premium production
- 3) Performance requirements are calculated on a calendar year basis.
 - a) New Business Premium - Cases effective January 1st through December 31st. The first calendar year calculation will be pro-rated based on the number of full months from the date of this agreement.
- 4) This Agreement will automatically terminate if the General Agent, for any reason, fails to meet the production requirements set forth above. No excess cases during any period may be used to satisfy the above requirements in a subsequent or former period. Effective date shall establish the qualifying date unless Company determines that submission of the case was unduly delayed by General Agent.
- 5) In the event of rescission or reformation of any insurance policy or certificate for which General Agent is agent, Company hereby agrees to reimburse all commissions paid on such rescinded or reformed insurance.
- 6) This General Agent Agreement is additional to the Commission Agreement between Company and General Agent, which is adopted in full here by reference and which provisions shall control if any conflict exists.

EXHIBIT D

**GENERAL AGENT
COMMISSION SCHEDULE**

The compensation payable by the Company to General Agent in accordance with Section 3.1 of the Agreement is as follows:

Subject to the terms and conditions of the Agreement, General Agent shall receive an over-riding commission for each policyholder or subscriber group that is solicited by General Agent and that enters into an Individual or Group Policy Agreement for so long as the policyholder or subscriber group renews the Individual or Group Policy Agreement (or other Benefit Plans by the Company) unless otherwise specified in the table below. The over-riding commission shall be a specified percentage of the monthly premium collected by the Company from the policyholder or subscriber group determined in accordance with the following table:

Individual Benefit Plans ¹		
Type of Insurance	Year 1	Renewal
Individual Dental – Fee Schedule & PPO Plans		
All approved states unless specified	____% (out of ____% total available commission)	____% (out of ____% total available commission)
Nevada	____% (out of ____% total available commission)	____% (out of ____% total available commission)
Rhode Island – (Issue age 19 to 64)	____% (out of ____% total available commission)	____% (out of ____% total available commission)
Rhode Island – (Issue age 65+)	____% (out of ____% total available commission)	____% (out of ____% total available commission)
Individual Dental – Qualified Dental Plans		
All approved States	____% (out of ____% total available commission)	____% (out of ____% total available commission)

¹General Agent to determine and communicate to Company upon signature of agreement what percentage it will assign for the over-riding commission.

This Commission Schedule shall be a part of the Agreement, and all commissions shall be payable subject to the terms and conditions of the Agreement.