

Broker/Agent Agreement

Roles, Responsibilities, Commissions, and Establishing a Broker ID number with
National HealthClaim Corporation

THIS AGREEMENT made effective this _____ day of _____, 20____, between
National HealthClaim Corporation (“NHC”), a corporation incorporated and existing under the laws of
Alberta, Canada,

- AND -

Broker Company Name: _____

Broker Name (the “Broker”): _____

Broker Email: _____

Mailing Address: _____

City / Province: _____ Postal Code: _____

Business Phone: (_____) _____ Fax: (_____) _____

Payment Details:

Choose: Pay to Broker’s Company Name Pay to Broker Personally

If available, provide GST Registration #: _____

(Some commission payments require GST while others do not. NHC will manage both types and report)

Commissions paid to the Broker personally will require the Broker’s SIN number (T4A generation). If
Commissions are paid to the Broker’s company, the company business number is required. Provide
the applicable one.

Broker’s Social Insurance Number (SIN): _____

(or) Broker Business Number: _____

For NHC use: Broker ID: _____

IN CONSIDERATION OF the premises and the mutual covenants and agreements contained herein, and governed by and construed under the laws Alberta, Canada, NHC and the Broker covenant and agree, each with the other, as follows:

1. AUTHORITY

- a. The Broker is authorized to obtain enrollment applications for NHC's Health and Insurance Products, as an independent representative and is no way an employee of NHC.
- b. The Broker may obtain such applications in any Province or Territory where licensed to do so.
- c. The Broker's authority is limited to obtaining applications for NHC's plans and to remit any money collected directly to NHC.
- d. This agreement cannot be altered in any manner unless authorized and approved by NHC. This agreement cannot be transferred or assigned.

2. RESPONSIBILITY AND RIGHTS

- a. The Broker is to act in the best interests of NHC, its applicants, and policyholders.
- b. The Broker must act in compliance with insurance industries rules, regulations and guidelines, as same may be published from time to time.
- c. The Broker must maintain all insurance and other licenses required by law with respect to the Broker's operations under this agreement. Additionally, a valid errors and omissions insurance policy must be maintained.
- d. The Broker will indemnify and save harmless NHC from any losses, expenses, damages or claims that result from any breach of the provisions of this Agreement by the Broker.
- e. The Broker is responsible to comply with all accepted Canadian Privacy Guidelines and Client / Broker confidentially obligations as stipulated by law.
- f. Any advertising or publicity that involves NHC or its associated providers must be first approved in writing by NHC.
- g. The Broker understands that NHC, without limitation of its other rights and remedies, reserves the right to cancel any policy for non-payment of premium.

3. COMMISSIONS

- a. NHC will pay the Broker a commission on policies issued on applications for NHC products solicited and obtained by the Broker.
- b. The commissions will be in accordance with NHC's then current commission schedule (the "General Commission Schedule").
- c. NHC may change the fees outlined in the "General Commission Schedule" upon serving 30 days written notice.
- d. All commissions are vested upon being earned (ie. client account fully settled) and will be paid to the Broker named in the application.
- e. Commissions from Premium / Membership Fee based products will be paid 3 months delayed from client invoice date to allow client accounts to be fully settled. Commissions from a Health Spending Account will be paid in the month following the distribution of a claim reimbursement.
- f. NHC will continue to pay commissions on the same basis as before termination of the agreement, on business submitted before such termination and continuing in force, subject to section 2 (above).
- g. If NHC refunds any premium on a policy issued pursuant to this Agreement, the Broker shall repay to NHC any commission paid on the premium that was refunded.
- h. If commissions are paid directly to the Broker, NHC will generate and issue annual T4A slips. If commissions are paid to an MGA first, it is the responsibility of the MGA to issue T4A slips.
- i. If a Broker has a GST registration number then some types of commissions (from certain products) will be subject to GST.

4. TERMINATION

- a. Either party may terminate this Agreement at any time on 30 days notice.
- b. This Agreement shall terminate automatically if any public authority suspends, revokes, cancels or declines to renew the Broker's license or any certificate of authority.
- c. This Agreement shall be automatically terminated, without notice, if the Broker is: an individual and the Broker dies, or a corporation and the principal of the corporation dies, or a corporation and the corporation ceases to exist in the form it was in at the time of the Agreement was signed.
- d. This Agreement may be terminated immediately by either NHC or the Broker for just cause, including a material breach of this Agreement. On such termination, the Broker's authority and rights will cease except for the right to receive commission on production prior to termination.
- e. Broker agrees to notify NHC in writing within seven (7) days after any sale, transfer or other substantial change of its ownership or management. Broker may not assign, transfer, encumber or otherwise dispose of this Agreement or any interest in this Agreement without NHC's prior written consent.

IN WITNESS WHEREOF _____ (insert name of Broker or Corporation) has executed this Agreement this _____ day of _____, 20____, but effective as of the date first above written.

On Behalf of Broker or Corporation

Witness Signature: _____

By (Sign): _____

Witness Name: _____

Name (print): _____

Title: _____

On Behalf of National Healthclaim Corporation

Witness Signature: _____

By (Sign): _____

Witness Name: _____

Name (print): _____

Title: _____