

INTERNATIONAL MEDICAL GROUP, INC.
PRODUCER AGREEMENT
(AGENT)

This Producer Agreement (this "Agreement") is made between International Medical Group®, Inc., with administrative offices at 2960 North Meridian Street, Indianapolis, Indiana 46208 ("IMG®"), and the party named as Producer herein ("Producer"), and shall be effective as of the Effective Date set forth below. The parties agree as follows:

1. IMG Capacity. The parties acknowledge that IMG acts as managing general underwriter and plan administrator for and on behalf of one or more insurance carriers ("its insurers") with respect to the placement and administration of various individual, family and/or group short-term and/or renewable travel, accident, health, life and sickness insurance coverages effectuated by the issuance of insurance certificates to eligible, qualified and approved applicants ("Certificates").

2. Producer License. With respect to all jurisdictions in which Producer conducts its business and which require by rule or applicable law that Producer be duly licensed, authorized or qualified as an insurance agent, agency, or broker in order to lawfully transact insurance business as contemplated herein ("License Required Jurisdictions"), Producer represents and warrants to IMG: (a) that it is so duly licensed, authorized and qualified; (b) that it will maintain such license(s), authority(ies) and qualification(s) in active status and in good standing at all times this Agreement is in effect; and (c) that such license(s), authority(ies) and qualification(s) authorize(s) Producer to transact insurance business as contemplated herein in all such License Required Jurisdictions. The authorities granted by IMG to Producer under paragraph 3 of this Agreement shall only be effective: (i) in License Required Jurisdictions where Producer is duly licensed, authorized, and qualified by the appropriate regulatory agencies or governmental authorities, and (ii) in such other jurisdictions or foreign countries where no such license, authorization or qualification requirements apply.

3. Authority. Upon execution hereof by the parties and continuing so long as this Agreement is in effect, IMG authorizes Producer to: (a) solicit applications for Certificates and submit same to IMG for consideration, (b) collect initial required premiums thereon and remit same to IMG at the time of application, and (c) if requested by IMG, deliver issued Certificates and related materials to eligible, qualified and accepted applicants ("Certificateholders"). All such premiums received by Producer shall be held in a fiduciary and trust capacity for the account of IMG and its insurers.

4. Limitation of Authority. It is understood and agreed that Producer and its employees, agents and representatives shall have no authority to, and shall not under any circumstances: (a) approve applications for Certificates; evaluate or accept risks for or on behalf of IMG or its insurers; pass upon the insurability of applicants or prospective Certificateholders; or act for, speak for, or bind IMG or its insurers in any way; (b) make, alter, waive, amend, or modify in whole or in part any Certificate or any application therefore, or waive, release, compromise or settle any of IMG's or its insurers' respective rights, remedies, conditions, limitations, exclusions or requirements thereunder; (c) collect or receive premiums or renewal premiums on Certificates other than the premium required at the time of initial application; (d) endorse, cash, negotiate, or deposit any checks or drafts payable to IMG or its insurers; (e) open any bank account or trust account on behalf of, for the benefit of, or containing the name of IMG or its insurers or any derivative thereof; (f) advertise or publish any matter or thing which uses any of the names, product names, trademarks, service marks, registered marks, designs or logos of IMG, its insurers or their respective subsidiaries, affiliates or related companies without the express prior written consent of IMG (granted or withheld in its sole discretion); (g) directly or indirectly induce, cause, or endeavor to induce or cause any Agent, General Agent, Managing General Agent or other producer or broker independently contracted with IMG to terminate, default under, breach, or alter its producer contract with IMG; or induce, cause or endeavor to induce or cause any Certificateholder to cancel, replace or lapse a Certificate; or (h) do or perform any other act or thing relating to the Certificates, premiums or applications except as expressly authorized herein.

5. Relationship. The parties agree that Producer acts hereunder solely as an independent contractor and for its own account, and this Agreement does not create and shall not be deemed or construed to create an employer-employee, principal-agent, master-servant, partnership, representative, profit-sharing, or joint venture relationship of any kind between or among Producer (or any Sub-Producer) and IMG or its insurers. All acts, omissions and statements made or undertaken by Producer in pursuit of the authorities granted herein are made and undertaken by Producer for its own account and/or as agent and representative of the applicant, prospective applicant, or Certificateholder.

6. Reciprocal Indemnity. Producer agrees to indemnify and hold IMG and its insurers harmless from any and all claims, penalties, fines, actions, losses, damages, costs and expenses (including attorneys' fees) (collectively, "Claims") incurred or suffered by or assessed against IMG or its insurers arising out of or resulting from any default or breach by Producer hereunder. Likewise, IMG agrees to indemnify and hold Producer harmless from any and all Claims incurred or suffered by or assessed against Producer arising out of or resulting from any default or breach by IMG hereunder.

7. Service. Producer agrees to become informed of the terms, conditions, limits, exclusions and benefits ("Terms") of each Certificate for which Producer solicits applications hereunder, as the same may be amended or modified from time to time by IMG and/or its insurers in their sole discretion, and to represent and disclose such Terms fully, truthfully and accurately to all applicants, prospective applicants, and Certificateholders.

8. Compliance. Producer agrees to abide by IMG's reasonable administrative procedures and guidelines as disclosed to Producer from time to time. Producer will comply with all laws and regulations imposed by applicable regulatory and governmental authorities; will promptly notify IMG of any complaints, lawsuits, orders, administrative proceedings, licensure matters and other inquiries received from such authorities or from Certificateholders relating to applications solicited and/or Certificates placed by or through Producer hereunder; and will cooperate with IMG in making timely and appropriate responses.

9. Compensation. IMG will pay commissions to Producer as provided in the attached Compensation Schedule(s) on any premiums received for Certificates issued on applications solicited and submitted by Producer under this Agreement and accepted by IMG, which commissions will be payment in full for all services performed and expenses incurred by Producer and will be subject to charge-back and/or reimbursement with respect to any Certificates subsequently rescinded, replaced or cancelled. IMG reserves the right: (a) to accrue and defer, on an annual basis, payment of commissions until a minimum of \$50.00 becomes due, and (b) to modify or amend the Compensation Schedule(s) in its sole discretion at any time and/or from time to time upon 60 days advance written notice to Producer, whereupon the modified or amended Compensation Schedule(s) will supercede and replace any prior Compensation Schedule(s) and will then be controlling under this Agreement. However, no such modification or amendment will apply to then-issued Certificates for which IMG has previously accepted premiums.

10. Accounting. IMG will provide Producer monthly statements of commissions payable hereunder, which statements will be deemed approved and accepted by Producer and shall be final and binding unless IMG receives written objection thereto within 90 days of mailing same to Producer's last known address. If IMG or its insurers cancels, rescinds or terminates a Certificate and refunds premiums previously paid, any commissions previously paid or credited to Producer on the amount refunded will be repaid or re-credited to IMG by Producer, or may be deducted or offset by IMG against any commissions thereafter payable to Producer.

11. Termination. This Agreement and the authorities granted to Producer hereunder will terminate:

(a) for cause, immediately upon notice by IMG to Producer, if Producer or any of Producer's employees, agents, or representatives: (i) misappropriates funds from any applicant or Certificateholder or from IMG or its insurers; (ii) induces or causes any Agent, General Agent, Managing General Agent or other producer or broker independently contracted with IMG to cancel or breach its contract with IMG or to otherwise leave its services, or induces or causes any Certificateholder to cancel, replace or lapse a Certificate; (iii) interferes with the collection of renewal premiums; (iv) engages in any fraudulent, dishonest, defamatory, deceptive or unlawful act or omission which could or tends to negatively impair the reputation or goodwill of IMG or its insurers; (v) is adjudged a bankrupt or executes a general assignment for the benefit of its creditors; or (vi) materially breaches or defaults hereunder, or otherwise acts or fails to act in a manner which could or does prejudice materially the rights or interests of IMG or its insurers;

(b) on the date that Producer, IMG or its insurers ceases ongoing business operations, is liquidated or dissolved, or is otherwise adjudged by regulatory or judicial authorities to no longer be a validly existing or legally operating entity; and/or

(c) in the event of any order of suspension, revocation or termination of Producer's, IMG's or its insurers' respective license, or any order to cease or desist business operations hereunder.

Notwithstanding the foregoing, this Agreement may be terminated by either party, for any or no reason, with or without cause, by giving the other party at least 30 days advance written notice. Upon termination of this Agreement, any indebtedness then owed by either party to the other will become immediately due and payable; provided, however, that if this Agreement is terminated by IMG under paragraphs 11(a)(i)-(vi), regardless of what the Compensation Schedule(s) might provide, no compensation of any kind shall thereafter be payable to Producer by IMG with respect to premiums received thereafter, including compensation that would otherwise be considered vested compensation.

12. Return of Materials. Upon request by IMG, all application forms, brochures, marketing, sales, promotional and advertising materials, and all other materials and supplies furnished to Producer by IMG or its subsidiaries, insurers, affiliates, or related companies will be promptly returned by Producer to IMG.

13. Miscellaneous. This Agreement shall not be assigned or transferred in whole or in part by Producer, nor shall any of Producer's rights, duties or obligations hereunder be assigned or delegated to any third party, without the express prior written consent of IMG. Subject to the provisions of paragraph 9, above, regarding IMG's right to modify or amend Compensation Schedules upon notice, no amendment or modification of this Agreement will be valid or enforceable unless signed by both parties. Plural terms used herein shall include the singular, and neuter terms shall include the masculine and feminine, as the context may require. The provisions of paragraphs 5, 6, 10, 12 and 13 herein shall survive the termination of this Agreement. This Agreement will be governed by and enforced in accordance with Indiana laws, and sole and exclusive venue and jurisdiction for any action, lawsuit or proceeding arising under or concerning this Agreement shall be in a Court of competent jurisdiction located in Indianapolis, Marion County, Indiana.

In order for this Producer Agreement to be considered by IMG, please type or print the following information (Note: All information must be provided, as applicable. If Producer resides or operates its business in a country other than the United States, Producer may disregard the information requests below which do not apply):

Full Legal Name of Producer (i.e., the name of the person, agency or broker who will be contractually bound and to whom commissions will be paid under this Agreement):

Mailing and Street Address of Producer: _____

Producer's Country of Residence/Place of Business: _____

Producer's Telephone Number: _____

Producer's Telefax Number: _____

Producer's E-mail address: _____

Producer's Website address: _____

Producer's type of Legal Entity (please provide all information that applies):

_____ Individual (Social Security Number : _____)

_____ Proprietorship (d/b/a name, if any: _____)

_____ Corporation (state/country of incorporation: _____)

_____ Limited Partnership (state/country of formation: _____)

_____ General Partnership (state/country of formation: _____)

_____ Limited Liability Company (state/country of formation: _____)

_____ Other (describe: _____)

Producer's Federal Employer Tax ID No.: _____

Name and Title of Producer's Contact Person: _____

For Tax Reporting Purposes Use:

- Producer's Federal Employer Tax ID No.
- Producer's Social Security Number
- Other Tax ID No. (describe: _____)

The Required Copy of Producer's State or Foreign Country Insurance License is attached:

- Yes
- Not applicable (reason: _____)

Signature of Producer:

By: _____
(Authorized Signature)

(Printed Name – Title)

FOR OFFICE USE ONLY

[This Agreement is not valid or effective until properly endorsed and counter-signed by a duly authorized representative of IMG]

International Medical Group, Inc.

By: _____
Jeff Nasser, Senior Vice President, Marketing

**COMPENSATION SCHEDULE – AGENT
PRODUCER, INDIVIDUAL INSURANCE PRODUCTS**

Commissions and renewal commissions equal to the percentages shown shall apply to premiums received on Certificates placed in force under this Producer Agreement (Agent) during the effectiveness of this Schedule, excluding applicable taxes, if any. Commissions and renewal commissions may be reduced by the amount of any commissions, override commissions, bonuses or other compensation which IMG pays directly to Sub-Producers or their executors, administrators, surviving spouses, or estates.

	Commission (%) Certificate Year <u>1</u>	Renewal Commissions (%) Certificate Years <u>2 plus</u>
Patriot Series	10	N/A
Global Series	15	5

Monthly Commissions are calculated using the following formula:

$$\begin{matrix} \text{Monthly} & & \text{Applicable} & & & & \\ \text{Gross} & & \text{Surplus Lines} & & \text{Commission} & & \text{Gross} \\ \text{Premium} & - & \text{Taxes} & \times & \text{Percentage} & = & \text{Commission} \end{matrix}$$

Agent Producer Contract No: _____ (Assigned by IMG)

Effective Date of Agent Producer Agreement: _____ (Determined by IMG)

Account Executive/ Regional Sales Manager: _____

FOR OVERRIDING AGENCY USE ONLY

This Producer is a Sub-Producer for:

Parent Producer Contract Number: 19173

Name: E.W.C. Ins. Svc., Inc Phone/Fax: 510-893-5331 / 510-893-4445

Address: One Kaiser Plaza, Suite 1333, Ordway Bldg. Oakland, CA 94612

Contact Person: Doug Shimada