



Brokerage Agreement

This Agreement is made as of the ___ day of _____, 20 ___; between AllWays Health Partners, a Massachusetts health maintenance organization (“HMO”) and _____ (“Broker”), as follows:

WHEREAS, AllWays Health Partners is licensed and operating health care services organization selling prepaid health care plans in the Commonwealth of Massachusetts,

WHEREAS, Broker is licensed by the Massachusetts Division of Insurance to sell AllWays Health Partners plans and its license is current and in full force and effect, and

WHEREAS, Broker is not an employee of AllWays Health Partners,

WHEREAS, Broker has been designated as the Broker of Record by the employer group offering the plan, and

WHEREAS, AllWays Health Partners and Broker desire to enter into an agreement whereby AllWays Health Partners compensates Broker for Broker’s services in marketing AllWays Health Partners’ fully insured commercial HMO plan(s) (“AllWays Health Partners Plans”).

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained it is mutually agreed by and between the parties hereto as follows:

1. Broker shall provide sales and marketing services for AllWays Health Partners in the marketing of AllWays Health Partners’ Plans to employer groups in the Commonwealth of Massachusetts. Broker shall at all times be licensed by the Massachusetts Division of insurance as a broker and will remain in strict compliance with all applicable state laws, federal laws, all AllWays Health Partners’ policies, procedures, and guidelines, and this Agreement. Broker shall notify AllWays Health Partners within one business day of the termination, expiration, surrender, suspension, revocation, or disciplinary proceedings relating to Broker’s license.
2. Upon request, Broker shall provide to AllWays Health Partners evidence of general liability and other insurance coverage in an amount satisfactory to AllWays Health Partners and shall maintain said coverage during the term of this Agreement. Broker agrees to indemnify and hold AllWays Health Partners harmless as to any suit, damages, cost, expenses, (including attorney fees) or loss resulting from any acts or omissions of Broker including without limitation those arising out of or in connection with Broker’s duties hereunder.
3. AllWays Health Partners shall not pay to Broker commissions based on premiums paid by employer and procured by Broker until Broker provides AllWays Health Partners a written letter of confirmation from such employer designating Broker as its “Broker of Record”
4. Broker agrees to use its best efforts to maintain the relationships between AllWays Health Partners and each employer, and to maintain full cooperation by the employer and its group of employees with AllWays Health Partners.
5. AllWays Health Partners reserves the right to review and approve all applications for contracts with prospective groups identified by Broker. Further, AllWays Health Partners reserves the right to approve all Brokers’ proposals to ensure that all proposals are in conformance with AllWays Health Partners policies,

guidelines, and procedures. AllWays Health Partners' right of prior approval of all employer group contracts shall be clearly stated in all proposals prepared by Broker. All enrollments shall take the form of the contract between the employer group and AllWays Health Partners.

6. In representing AllWays Health Partners in the marketing of AllWays Health Partners' Plans, Broker shall utilize only sales material authorized by AllWays Health Partners, shall adhere to all policies, rules, and regulations provided by AllWays Health Partners to Broker in writing with regard to sales, and shall in no way misrepresent AllWays Health Partners. Broker shall disclose to all potential employer groups that it is paid a commission by AllWays Health Partners hereunder.
7. AllWays Health Partners shall submit an invoice for premiums to each employer groups. In the event the Broker receives funds on behalf of AllWays Health Partners from any person, Broker shall accept such funds from employer groups only in the form of checks made payable to "AllWays Health Partners" and shall forward such checks to AllWays Health Partners by the close of the business day following receipt thereof.
8. In consideration for Broker's services in marketing AllWays Health Partners' Plans, AllWays Health Partners shall pay Broker a commission in accordance with the compensation schedule attached hereto as Attachment A on a monthly basis based upon the premium payments received. The commission shall be calculated on actual premium payment received by AllWays Health Partners. The records of the employer group as to enrollment shall be conclusive. Such compensation shall be payable only so long as this Agreement is in effect and Broker is recognized by the employer as the Broker of Record to receive said compensation. The compensation schedule may be modified from time to time as set forth in Attachment A.
9. In the event AllWays Health Partners pays a commission to Broker due to error, whether Broker or AllWays Health Partners error, including, but not limited to, payment of commission for premiums that the employer fails to pay to AllWays Health Partners, Broker shall promptly refund all such commission to AllWays Health Partners. If such commissions are not refunded to AllWays Health Partners within thirty (30) days of AllWays Health Partners' written request for such refund, AllWays Health Partners may collect such amount thereof directly from Broker or offset any future commissions payable against such amount.
10. The initial term of this Agreement is one (1) year from the date as of which this Agreement is executed. This Agreement shall automatically renew at the end of the initial term and continue in effect from year to year thereafter until terminated. If any party defaults in the performance of any of its duties or obligations hereunder, and such default has not been cured within thirty (30) days of the non-defaulting party's giving of written notice of such default specifying the nature of the alleged default or breach, the non-defaulting party may give notice of intent to terminate this Agreement to the defaulting party. This Agreement shall terminate with regard to all parties on the last day of the month in which the thirtieth (30) day following the date of the initial written notice of default occurs. AllWays Health Partners may terminate the Agreement without cause upon thirty (30) days plus notice to Broker.
11. Broker acknowledges that AllWays Health Partners has developed certain symbols, trademarks, service marks, data, processes, plans procedures, and information which are proprietary information and trade secrets of AllWays Health Partners (the "Proprietary Information"). At all times, both during Broker's performance of services pursuant to this Agreement and after the termination of this Agreement, Broker agrees not to use or permit the use of the Proprietary Information, except as expressly contemplated by this Agreement, without the prior written consent of AllWays Health Partners, and Broker shall cease or cause the cessation of any and all usage of the Proprietary Information and shall return copies thereof, including all sales materials for the Plan, to AllWays Health Partners immediately upon the termination of this Agreement.
12. Broker covenants and agrees that the contract between AllWays Health Partners and the employer is the exclusive property of AllWays Health Partners, and Broker has no property or other interest whatsoever in such contract.
13. This Agreement, and all exhibits and other documents furnished pursuant to this Agreement and expressly made a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the parties hereto. Each party acknowledges that no representation, inducement, promise, or agreement has been made, orally or otherwise, by the other party, or anyone acting on behalf of the other party, unless such representation, inducement, promise, or agreement is embodied in this Agreement, expressly or by incorporation.

14. Except as otherwise provided in this Agreement, no amendment to this Agreement shall be valid unless it is in writing and signed by the parties.
15. The validity and interpretation of this Agreement, and the rights and obligations of the parties hereunder, shall be governed by the laws of the Commonwealth of Massachusetts from time to time in force.
16. If any provision of this Agreement is held to be invalid, void, or unenforceable, such part will be treated as severable and the remaining provisions shall nevertheless continue in full force and effect.
17. The obligations of each party to this Agreement shall inure solely to the benefit of the other party, and no person or entity shall be a third-party beneficiary of this Agreement.
18. Any notice, or other communication made or contemplated, by this Agreement to be in writing shall be deemed to have been received by the party to whom it is addressed three (3) business days after it is deposited in the United States mail, postage prepaid, return receipt requested, and addressed as follows:

If to AllWays Health Partners:

AllWays Health Partners
 399 Revolution Drive, Suite 840
 Somerville, MA 02145
 Attn: Sales Operations

If to Broker:

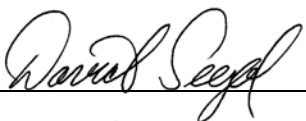
Company Name: _____
 Attn: _____
 Address: _____

 Tel: _____
 Fax: _____

19. This Agreement may be assigned by either party only with the prior written consent of the other party. Unless otherwise agreed, any such assignor shall remain liable for all assigned obligations in the event of any failure of performance thereof. All the terms, provisions, and obligations of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.
20. None of the provisions of this Agreement are intended to create, nor shall be deemed nor construed to create, any relationship between AllWays Health Partners and Broker other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees or agents, shall be construed to be the agent, partner, co-venturer, employee, or representative of the other.
21. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above- written.

AllWays Health Partners

By: 
 Title: President and Chief Executive Officer
 Date: _____

Broker

By: _____
 Title: _____
 Date: _____