

Opticare of Utah

1901 W. Parkway Blvd.
Salt Lake City, UT 84119
Phone: 801-886-2020 Fax: 801-954-0054

Agent Contract

Opticare of Utah, (“Company”) and _____, Agent (“Agent”), hereby agree as follows:

1. Status

- a. It is understood and agreed that there is no employer-employee relationship between the Company and the Agent, and nothing contained herein shall be construed to create such a relationship.
- b. The Agent is not authorized to alter or amend any of the provision of the Company’s Contracts, or to waive forfeitures or bind the Company in any way not authorized in writing by the Company. The Agent is not authorized to pay any premium or other payments on behalf on an applicant, policyholder, or beneficiary.
- c. Agent shall not have the exclusive right to solicit and sell policies unless so designated in writing by the Company.
- d. The Agent agrees to secure and maintain such insurance agent’s licenses as may be required by law. It is the Agent’s responsibility to be properly licensed to do business under this Contract. All agent license fees/appointment fees or any other license fees or any municipal, county, or occupational taxes, whether billed to the Company or to the agent shall be the responsibility of the agent except where state law shall dictate that agent license fees shall be paid by the Company
- e. The Agent agrees that the policy or certificate holders solicited pursuant to this Contract shall be considered to be customers of the Company as well as Agent.
- f. Agent agrees to maintain E&O insurance at all times.

2. Applications

- a. The Company will pay the Agent commission on premiums paid in full and actually received by the Company (in cash) on vision plans issued pursuant to applications received from the Agent. Commission adjustments for any reason will be as determined by the Company.

3. Subsequent Commissions

- a. Commissions will be paid as set forth in the Schedule of Commissions attached hereto. The Schedule of Commissions is subject to change without notice, but no change shall be made on any policy issued prior to the date of change or on any policies issued as the result of applications received by the Company prior to the effective date of change. The Company’s decision is final and binding. For Group Insurance Products, subsequent commissions may be discontinued or modified in the event that Agent is not recognized by the policyholder as Agent of Record.

4. Commission Regulations

- a. When a policy is changed, the Company shall determine the commission, and any other compensation.
- b. If the Company returns all or a portion of a premium paid on a policy written by or through the Agent, the Agent shall refund to the Company on demand the amount of commissions and any other compensation received on the premiums so returned.

5. **Offsets to commissions**
 - a. The Company may offset against any compensation under this Contract any debt, obligation or liability to the Company by the Agent. The ledger accounts of the Company shall be competent and conclusive evidence of the state of the account between the parties.
6. **Collections and remittances**
 - a. The Agent shall immediately remit directly to the Company all moneys received or collected on behalf of the Company.
7. **Assignment**
 - a. No rights or interests of the Agent in or under this Contract shall be sold or assigned, or subject to sale or assignment, without the written consent of the Company. The Company does not assume any responsibility for or guarantee the validity or sufficiency of any assignment.
8. **Termination**
 - a. This Contract may be terminated without cause by the Company or the Agent upon thirty days written notice to the other party. The Contract may be terminated with cause by the Company upon five days notice to the Agent. Time shall be measured from the date the notice is deposited in the mail addressed to the last known address of the recipient.
 - b. The Contract shall also be terminated if the Agent violates any applicable governing laws or rules set by the insurance authority in the state in which the Agent sells. In addition, the following will also cause the Contract to be terminated:
 - i. Death or total disability of the Agent, if the Agent is an individual; or
 - ii. When, during the term of this Contract or after its termination, the Agent should induce any of the Company's individual or group policy or certificate holders to discontinue their policies, or should the Agent refuse in any way to reasonably cooperate with the Company in its retention of any of its policies; or
 - iii. When, during the term of this Contract or after its termination, the Agent should induce any of the Company's other agents to terminate their Contract with the Company; or
 - iv. This Contract will be terminated if the Agent is not continuously and actively engaged as a Agent in the insurance business or des not service the policies in a manner satisfactory to the Company and/or its policy holders.
9. **Vesting**
 - a. This Contract is fully vested from the first dollar of premium received by the Company for policies approved and issued by the Company.
 - b. In the Event of termination of this Contract, commissions shall be allowed as provided in the Schedule of Commissions, subject to the following stipulations:
 - i. The Agent shall not be entitled to any such commission if termination of the Contract is due to reasons as provided under paragraph 8-b (ii), (iii), or (iv); or

- ii. In event of death of the Agent, if the Agent is an individual, the Company will continue to pay to the Agent's estate, or designated beneficiary, any first year and renewal commissions due under this Contract: or
- iii. If the Agent has committed fraud, misappropriated or withheld funds, violated any criminal or insurance laws, interfered with the Company's business, or the Agent's conduct in any way prejudices the interests of the Company, the Agent shall not be entitled to any such commissions.
- c. In the event of termination of this Contract, except for reasons specified above, the Company will continue to pay any first year and renewal commission due.

10. Changing the Contract

- a. No change in this Contract will be valid unless made by written amendment signed by an officer of the Company. Any change so made shall bind both the Agent and the Company. Agent expressly acknowledges that this Contract contains the entire agreement between Agent and the Company and that there are no other agreements regarding commissions, other forms of remuneration or expense reimbursement, marketing territory or any other obligations other than as set forth in this Contract or written amendment hereto.

11. **Effective date:** Effective as of Month: _____ Day: _____, Year _____.

12. **A copy of Agent's current insurance license must be attached to this document to put this contract into force.**

Agent

Agent Signature _____

Print Name _____

_____ Federal Tax ID or SS Number

Date: _____

Address:

<p>Opticare of Utah</p> <p>By: _____</p> <p>(print) _____</p> <p>Date: _____</p>

Opticare of Utah

Agent
Schedule of Commissions

Effective as of January 1, 2002

Group and Individual Policies

The Company will pay commissions as provided herein on policies submitted by the Agent and issued by the Company. Commissions are stated as a percentage of premium paid.

No commission will be payable on policy fees, premiums waived, deposit funds, or temporary extra premiums. Commissions as shown are the total commissions payable at this contract level. Any commissions paid to subordinate contracts under this contract are offsets to such commissions.

Opticare of Utah Vision Plans	1 st year	Renewal
All plans	10%	10%

Net Rate Plans: The above schedules do not apply to products, which are quoted on a net-rate basis. The commissions for these products will be determined on a case-by-case basis and a supplement to this contract issued.

Agent

Opticare of Utah

By: _____ By: _____

(print) _____ (print) _____

Date: _____ Date: _____