



AGENT AGREEMENT

THIS AGREEMENT is made and entered into between MotivHealth Insurance Company, a Utah corporation with its principal office in South Jordan, Utah, herein referred to as “MotivHealth”, and Agent, Producer or Broker (hereinafter referred to as “Agent”) with the business organized in, or operating in any state where MotivHealth is providing services.

MotivHealth serves as an insurer or as an intermediary between premium-based and self-insured employer groups and individuals and health care providers, and has made arrangements with such providers to render health care services pursuant to mutually agreeable terms; and

Agent is an insurance agent licensed to perform such services by the appropriate state licensing agency in their state; and

Agent desires to provide such services for MotivHealth (on types of commercial business offered by MotivHealth) to help establish a relationship between MotivHealth and various insured, self-insured, or other employer groups and individuals in exchange for commissions and other compensation as set forth herein;

In consideration of the promises and mutual representations herein contained, the parties agree as follows:

Article I Appointment

1.1 Appointment. MotivHealth appoints Agent, who accepts a nonexclusive, nontransferable right (without prior written approval of MotivHealth) to serve as a marketing agent for MotivHealth, authorized (subject to the limitations in this Agreement) to solicit, negotiate, sell, and service MotivHealth insurance and other service contracts, provided that no such contract will take effect without prior approval of MotivHealth. This appointment is subject to the terms, conditions, limitations, and restrictions of this Agreement. This appointment is limited to those states where MotivHealth provides services.

1.2 In order to be continuously appointed, Agent must acquire and maintain a specified level of production within the first full calendar year of appointment. Production will be evaluated on an annual basis. If Agent does not meet MotivHealth’s specified production requirements, MotivHealth may terminate this Agreement.

1.3 Letters of Record. Agent will be the agent of record for those individuals or groups who obtain coverage on a MotivHealth commercial plan as designated on the enrollment application. Letters of record received from other MotivHealth appointed/authorized agents on any of Agent’s groups and individuals will be verified by MotivHealth initiating contact with the client or the group’s or individual’s incumbent agent. The incumbent agent will be given (ten (10) business days) to obtain from the employer/individual a letter of rescission rescinding the new letter of record. If no such rescission is obtained, MotivHealth will recognize the new agent as the servicing agent for that group or individual, and the new agent will be entitled to receive the commissions for premiums paid on that group or individual, beginning with the next premium due date following the receipt of the new letter of record.

MotivHealth may initiate and support change actions when an agent is involved with fraudulent activities, misrepresentations, or is terminated by MotivHealth for cause. MotivHealth will not pay an agent or agency involved in these types of activities after such a change.

Article II Qualifications, Duties, Rights, and Limitations

2.1 Qualifications. To qualify as an Agent, the Agent must have and always maintain a valid and current license issued by the appropriate state licensing agency, authorizing Agent to sell and service health care service contracts. Agent will not act as an agent for MotivHealth when Agent's license is terminated, lapsed, or suspended, regardless of the reason. Agent agrees to notify MotivHealth of any impairments to its license within one (1) day of the impairment. Agent will ensure and verify all required licensed persons in its office will be appropriately licensed. Agent will not permit an inappropriately licensed person from providing services under this agreement. Agent will ensure that it is in compliance with all laws, regulations, and certifications as required by law.

2.2 Duties. Agent must continue as the agent of record for each fully insured or partially self-funded account to qualify for the commissions and bonuses specified.

2.2.1 Agent agrees to provide a high level of customer service and support to Agent's customers. Agent will promote MotivHealth products, plans, and services regarding initial sales, customer support, and renewals in good faith.

2.2.2 Agent will indemnify MotivHealth in full against any loss of money or property, including any incurred costs or expenses which MotivHealth sustains through any fraudulent or dishonest act or culpable negligence on Agent's part or on the part of anyone working for Agent.

2.3 Agent will maintain the following insurance types and coverages:

2.3.1 Comprehensive general liability insurance: \$1,000,000 per claim, \$2,000,000 annual aggregate;

2.3.2 Privacy and data security breach insurance: \$1,000,000 per claim;

2.3.3 Errors and omissions insurance: \$1,000,000 per claim; and

2.3.4 Workers' compensation insurance: statutory limits, if applicable.

2.4 Agent will provide evidence of coverage to MotivHealth prior to selling the first group or individual policy for MotivHealth. All such coverage will be maintained in force if this Agreement is in effect and until the expiration of the statute of limitations applying to each insured event. Agent's authority to act for MotivHealth will be suspended any time coverage is not in effect.

2.5 Agent agrees to conduct itself with honesty and integrity abiding by MotivHealth's guidelines and according to law.

2.6 Agent agrees to timely and successfully complete MotivHealth's required training(s), as applicable from time to time. Failure to do so may result in termination of this Agreement. MotivHealth reserves the right to update the required training at any time. Agents will have thirty (30) days after they receive written notice to complete the required training.

2.7 Rights. Agent will have the right to use MotivHealth’s sales brochures, rate sheets, applications, certificates, etc. to perform marketing responsibilities while following confidentiality provisions.

2.8 Limitations. Agent will have no authority to make, alter, vary, or discharge contracts in the name of MotivHealth. Agent will not waive, modify any terms, conditions of the contracts, or eligibility requirements. Agent will indemnify MotivHealth if, MotivHealth is required to provide any coverage or pay any claim(s) for unauthorized coverage because of Agent’s representations to the customer.

2.9 Compliance with 18 U.S.C. §§ 1033–1034. Agent certifies that none of Agent’s officers or employees have ever been convicted of a felony involving dishonesty, breach of trust, moral turpitude, or any crime involving the business of insurance. Agent further certifies that it will, at the time of employment and at least annually, check all of its officers and employees (“Employee”) to determine continued compliance. Agent agrees that any Employee who is found to have been convicted of any such crime will not be involved in any way with MotivHealth, whether described in this Agreement or not, unless they have first been expressly granted authority to do so by the appropriate state licensing agency . Agent agrees to immediately notify MotivHealth if at any time any of Agent’s Employees are ever charged with or convicted of such a crime. Agent understands that any violation of this paragraph will be grounds for immediate cancellation of this Agreement

Article III Compensation

3.1 Commissions. Commissions paid by MotivHealth for sales of eligible, fully insured plans are based on monthly premiums earned and paid to MotivHealth from group and individual contracts or agreements sold by Agent. Payment of commissions will be made on or about the fifteenth (15th) of the month following the month in which MotivHealth receives the monthly premiums. The methods of determining commissions payable are set forth on the commission information sheets available on MotivHealth’s website. The schedule(s) of commissions may be changed by MotivHealth at any time upon at least thirty (30) days prior written notice to Agent.

3.2 Agent may separately negotiate its compensation with employers for self-funded, partially self-funded, and administrative-services-only contracts, and contracts with large groups of over one hundred (100) employees (eligible for MotivHealth or other carrier coverage in all locations) where arrangements are other than standard or “net of commissions.” Agent will not be compensated according to the Computation of Agent or Agency Commission if Agent’s commission are separately negotiated. Separately negotiated commissions must be agreed to in writing prior to the effective date of such plan established with MotivHealth.

3.3 Agent agrees to refund to MotivHealth any amounts paid to Agent in error. MotivHealth reserves the right to offset against future amounts payable to Agent any such overpayments that are not repaid by Agent. MotivHealth may also offset against amounts owing to Agent under other agreements with MotivHealth such overpayments that are not repaid by Agent.

Article III Compensation

4.1 Termination of Agreement and Appointment. This Agreement and Appointment will be for an initial term of one (1) year, and will automatically renew from year to year unless terminated for any of the following:

4.2 upon thirty (30) days advance written notice by either party for any reason, with or without cause;

4.3 upon written notice, if either party fails to comply with the terms or conditions of this Agreement and fails to cure the same within thirty (30) days of receipt of written notice;

4.4 or immediately, for any of the following events, either party may terminate this Agreement by giving the other party written notice of such termination:

4.4.1 The adjudication of either party, to be bankrupt or insolvent; (2) the filing by either party for bankruptcy or insolvency;

4.4.2 The filing by either party for reorganization or readjustment under any law relating to insolvency or bankruptcy;

4.4.3 The appointment of a receiver with respect to any amount of the property of either party;

4.4.4 Any assignment by either party of its assets for the benefits of creditors; the institution by either party of any proceedings for liquidation or the winding up of its business other than for purposes of reorganization, consolidation, or merger;

4.4.5 Agent's failure to obtain and maintain errors and omissions liability insurance in force in amounts acceptable to MotivHealth;

4.4.6 Agent's loss or non-renewal of its license from the appropriate state licensing agency in the applicable state to sell and service insurance and other service contracts, or the institution of proceedings by the Insurance Commissioner/state equivalent for the cancellation or revocation of such license;

4.4.7 Death of Agent or principal of agency; or

4.4.8 Employment of any person in violation of this Agreement.

4.5 The parties agree to promptly notify each other upon the occurrence of any of foregoing grounds for termination. The occurrence of which will cause the immediate, automatic suspension of Agent's appointment under this Agreement.

4.6 Obligations of the Parties upon Termination. Upon termination of the Appointment or this Agreement, neither party will have any further obligations except as otherwise provided herein. The parties are obliged to pay compensation for good faith business already in place in accordance with the law. Compensation will continue for a period not to exceed the lesser of ninety (90) days from date of death of Agent, until a letter of record is presented on such business, or until an authorized letter of purchase, merger or other transfer of MotivHealth's business to the surviving and appropriately licensed and appointed agent or agency is provided. In no event will any compensation be paid for more than six (6) months following the termination of this Agreement, unless or until proof of purchase, merger or otherwise transfer of MotivHealth business to another properly licensed and appointed agent or agency is provided.

4.7 Continuously and Properly Licensed. Commissions will be payable only so long as Agent is (a) continuously and properly licensed and appointed, and (b) continuously recognized as the agent of record to receive said commissions. Agent may not transfer, assign or dispose of any interest it may have under this Agreement without prior written consent of MotivHealth.

Article V General Terms

5.1 Applicable Law; Arbitration. This Agreement will be construed and interpreted in accordance with the laws of the State of Utah. Any and all disputes arising under this Agreement, if not resolved by informal means, will be submitted to binding arbitration pursuant to the Utah Arbitration Act, Section 78-31a-1 et seq. U.C.A. 1953, as amended. If any such arbitration action is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and all of its costs and expenses related to the arbitration, and such amount will be awarded and judgment entered thereon in addition to any other relief which may be awarded.

5.2 Assignments. Agent has neither the power nor the right to assign or transfer this Agreement or Appointment or any right or commission or payment hereunder, or to delegate any duty under this Agreement, except as provided herein and only upon MotivHealth's advance written consent. Likewise, MotivHealth cannot assign this Agreement without Agent's prior written consent.

5.3 Calendar Days. Unless stated otherwise, all periods of days referred to in this Agreement will be measured in calendar days.

5.4 Confidentiality. The parties agree that they will not divulge, furnish, or make accessible to any non-authorized individual/business/group any trade secrets, or confidential or proprietary information of the other party, identified as such in writing, without the advance, prior written consent of the other.

5.5 Exhibits. The following Exhibits are incorporated into this Agreement by reference:

5.6 Computation of Agent or Agency Commissions. Incorporated by reference and is updated periodically and posted to the MotivHealth website.

5.7 Force Majeure. Either party will be excused for failures and delays in performance of its respective obligations under this Agreement caused by declared or undeclared war, riots or insurrections, laws and regulations, strikes or lockouts, floods, fires, explosions, or other catastrophes beyond the control and without the fault of such party. This provision will not, however, release such party from using its best efforts to avoid or remove such cause, and such party will continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for nonperformance, such party will give prompt written notice thereof to the other party. None of the bases for termination specified above may be considered as an excuse for performance under this paragraph.

5.8 Indemnification. The parties will indemnify and hold each other (including their officers, directors, agents, and employees) harmless against any and all liability caused by the other party's negligence, wrongful acts, omissions, or breach of any of its duties or obligations under this Agreement.

5.9 The indemnified party agrees to (1) promptly notify the indemnifying party of any claim arising under this Agreement, (2) provide the indemnifying party with all necessary and appropriate information and assistance to defend or resolve the claim, and (3) allow the indemnifying party to control the defense, disposition, and resolution of the claim (but the indemnified party's counsel may participate in the defense and settlement discussions).

5.10 Modification of the Agreement. This Agreement contains the entire understanding of the parties. Except in the circumstances expressly stated in this Agreement, any cancellation, modification, or waiver of rights under this Agreement will be effective only if made in writing, signed by the Party against whom enforcement is sought. No waiver of any particular breach or failure of performance of this Agreement will be construed as a waiver of any other rights under this Agreement or of any other similar breaches or failures of performance. No delay in acting with regard to any breach will be construed as a waiver of the breach.

5.11 Agent agrees to maintain a current Business Associate Agreement (BAA) with MotivHealth. If there is a conflict between this agreement and the BAA, the BAA will govern.

5.12 Notices. Any notices will be sufficiently given if sent by registered or certified mail, postage prepaid, addressed or delivered as follows:

To MotivHealth Broker Relations:
10421 S. Jordan Gateway Ste. 300
South Jordan, UT 84095

To Agent:

At the address on file with MotivHealth. It is Agent's responsibility to ensure that MotivHealth has the most current address.

5.13 Severability. In the event that any provision of this Agreement will become or be unenforceable, invalid, void or voidable, the same will be limited, construed or, if necessary, eliminated to the extent necessary to remove such defect and the remaining provisions will continue to bind the parties as though the unenforceable, invalid, void or voidable part were not a part of the Agreement.

5.14 Successors in Interest. Subject to the foregoing provision on assignability, this Agreement will inure to the benefit and be binding upon the parties, their successors, trustees, assigns, receivers, and legal representatives, and will not inure to the benefit of any other third person, firm, or corporation.

5.15 Taxes and Duties. The fees, commissions and bonus payments are contained herein are exclusive of any taxes, duties or other tariffs imposed by any governmental agencies upon Agent. Agent is liable for any and all such taxes, duties, or tariffs, including, but not limited to, state and local sales, use, and property taxes, exclusive of taxes based upon MotivHealth's income, if any.

Article VI Confidentiality and Security of Member Data

6.1 Definitions. For purposes of this Agreement, the following terms have the following meanings:

6.2 “Applicable Laws” means the laws that govern the creation, use, disclosure, access, and maintenance (collectively, “Use”) of PHI. Those laws include, but are not limited to, HIPAA, GLB, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act (HITECH) and the accompanying regulations.

6.3 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and regulations promulgated thereunder by the U.S. Department of Health and Human Services.

6.4 “GLB” means the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. 6801 through 6820) and Utah Administrative Code R590-206, Privacy of Consumer Financial and Health Information Rule.

6.5 “Claims Experience Information” includes the following information on individual claims: the diagnosis code(s) on the claim, the total amount paid on the claim, a description of the prognosis of the individual who received the services billed for on the claim (e.g. whether the individual is likely to require additional services for the diagnosis for which the claim was submitted), and the Group ID (which can indicate the individual’s place of employment, whether or not the individual is on COBRA, whether the individual is a salaried or hourly employee, and the individual’s plan type.) This information does not include any identifiable information listed in Title 45 of Code of Federal Regulations, Section 164.514(b)(2)(i) (e.g. member number, subscriber number, claim number, member name, member address, member phone number, and member birth date) other than an individual’s location of employment. The claim attributes, as well as the range of individual claims that MotivHealth will disclose to Agent/Agency will be determined at the discretion of MotivHealth.

6.6 “Plan Sponsor” is defined at Section 3(16)(B) of ERISA, 29 U.S.C. 1002(16)(B). Generally, this is an employer or employee organization (e.g. union).

6.7 “Identifiable Information” is information that identifies an individual or with respect to which there is a reasonable basis to believe the information can be used to identify an individual.

6.8 “Enrollment Information” is information requested on an enrollment form produced by MotivHealth or a plan sponsor.

6.9 “Underwriting Information” is information requested on a MotivHealth underwriting risk assessment questionnaire, Claims Experience Information from another health insurer, or other information about the health status of an individual.

6.10 “Protected Health Information” or “PHI” (as defined by HIPAA) that MotivHealth discloses to Agent or that Agent creates or receives on behalf of MotivHealth and includes Claims Experience Information, Enrollment Information, Underwriting Information, and any other Identifiable Information maintained by MotivHealth that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium.

6.11 Terms capitalized in this Article have the meanings set forth in the Applicable Laws and this Agreement.

6.12 Applicable Law. Agent will comply with all Applicable Laws.

6.13 Access. Agent will limit access to PHI to the minimum necessary to perform the purposes described and will not use PHI outside the United States. Agent is prohibited from de-identifying or aggregating PHI.

6.14 PHI that MotivHealth will disclose to Agent/Agency. MotivHealth will disclose to Agent/Agency, Claims Experience Information and Enrollment Information for groups produced by the Agent/Agency, if information is available and at the discretion of MotivHealth. MotivHealth will disclose other PHI (e.g. status of individual claims, appeals and grievance related information, etc.) to Agent/Agency in MotivHealth's sole discretion and only to the extent necessary for Agent to assist the member to whom the PHI pertains.

6.15 PHI that Agent/Agency may collect for MotivHealth. Agent/Agency may collect Enrollment Information and Underwriting Information for MotivHealth. Agent/Agency may not collect any other Identifiable Information on behalf of MotivHealth.

6.16 Disclosures of PHI by Agent/Agency. Agent/Agency may:

6.17 Disclose Claims Experience Information to the Plan Sponsor of the group health plan that incurred the claims for the purposes of allowing the Plan Sponsor to (1) shop for replacement coverage and get meaningful bids from prospective issuers and (2) to decide whether or not to change the benefits under a group health plan or whether or not to terminate a group health plan.

6.18 Disclose Enrollment Information to the Plan Sponsor and MotivHealth for enrollment related functions.

6.19 Disclose Underwriting Information only to MotivHealth for underwriting purposes.

6.20 Maintenance and Use PHI by Agent/Agency. Subject to terms of this Agreement, Agent/Agency may maintain copies of PHI and use this information in order to verify that it accurately transmitted the information. Agent/Agency may also use and disclose enrollment information to MotivHealth and the plan sponsor in order to address questions related to the enrollment process.

6.21 Use. Agent may only Use PHI for those purposes described in this Agreement and to carry out Agent's legal responsibilities ("Permitted Uses"). Any other Use must be approved by MotivHealth in writing and in advance of the Use. This Agreement prohibits any Use of PHI beyond the Permitted Uses (collectively "Prohibited Uses").

6.22 Safeguards. Agent will use all appropriate administrative, physical, and technical safeguards to prevent any Prohibited Use and any Security Incident. Appropriate safeguards include measures reasonably calculated to prevent Prohibited Uses and Security Incidents, such as, at a minimum, restricted area-access, locked areas, and password-protected computer access.

6.23 Accounting of Disclosures. Agent will keep a record of all Disclosures of PHI as required by Section 45 C.F.R. 164.528, as amended. Agent will provide a Disclosure Accounting to MotivHealth within fifteen (15) days of receiving a request from MotivHealth.

6.24 Reporting and Mitigating.

6.25 Reporting Duties. Agent will report to MotivHealth as soon as possible, but no later than five (5) days, after Agent knows of a Prohibited Use or a Security Incident. For reporting purposes under this provision, Agent does not need to report as a Security Incident any unsuccessful attempt to gain access to the PHI.

6.26 Content of Report. The report of a Prohibited Use or Security Incident will include at least the following information:

6.27 The date of the Prohibited Use or Security Incident;

6.27.1 If PHI was disclosed or accessed, the name, address, and phone number of each entity and person who disclosed, accessed, or received the PHI;

6.27.2 If a Security Incident occurred, details about who may have caused the Security Incident and how it occurred;

6.27.3 A description of the PHI accessed, used, or disclosed;

6.27.4 A brief statement of the circumstances of the Security Incident or of the circumstances and the purposes of the Prohibited Use; and

6.27.5 The corrective action Agent took or will take to prevent a continuing or similar Prohibited Use or Security Incident.

6.28 Mitigating. Agent will mitigate to the extent practicable and as soon as possible, any harmful effect known to Agent of a Prohibited Use or Security Incident. Agent will preserve forensic evidence relating to a Prohibited Use and to a Security Incident.

6.29 Investigation. Agent will cooperate with MotivHealth in any investigation of a Prohibited Use or Security Incident.

6.30 Subcontractors. Agent will enter into a written contract with each agent and subcontractor receiving PHI under this Agreement and will keep a copy of each contract for six (6) years after the contractual relationship between Agent and that agent or subcontractor ends. Each contract will bind the agent or subcontractor to do the following:

6.30.1 to agree to the same terms that apply to Agent's use and disclosure of PHI under this Agreement;

6.30.2 to report to Agent as soon as possible, but no later than within five (5) days, after it knows of a Prohibited Use or Security Incident (the report must include at least the same information that Agent is required to provide to MotivHealth);

6.30.3 to mitigate, to the extent practicable and as soon as possible, any harmful effect from a Prohibited Use or Security Incident that is known to Agent; and

6.30.4 to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the PHI and to prevent Security Incidents.

6.31 Agent will maintain, for at least six (6) years after the relationship terminates, a list of all disclosures to agents or subcontractors. Upon request, Agent will provide MotivHealth a list of Agent's subcontractors and agents that perform any services under this Agreement.

6.32 Audit. MotivHealth has the right to review all of Agent's records relating to Agent's compliance with this Agreement. MotivHealth may exercise that right at least once each year. MotivHealth may occasionally request an attestation of Agent's compliance with this Agreement and Applicable Laws. If MotivHealth requests that attestation, Agent will provide it within fifteen (15) days of MotivHealth's request. MotivHealth will provide the form of the attestation described above. Under this provision, the term records includes, but is not limited to, all documentation, policies, agreements, logs, procedures, and internal audits relating to this Agreement. MotivHealth will give Agent at least five (5) business days advance notice of a review and will conduct the review at Agent's place of business during normal business hours.

6.33 Termination.

6.34 If MotivHealth determines that Agent has violated any material provision of this agreement, MotivHealth may immediately terminate this Agreement or any services associated with this Agreement. MotivHealth, in its sole discretion, retains the right to allow a period to cure the violation.

6.35 Upon termination, Agent will return or destroy all PHI and will not retain, nor allow any of its agents or subcontractors to retain any PHI in any form (including de-identified or aggregated data derived from the PHI). Further, Agent will certify in writing to MotivHealth that Agent (including its agents and subcontractors) has returned or destroyed all PHI.

6.36 MotivHealth's Right to Injunctive Relief. Agent understands and agrees that MotivHealth has a fiduciary responsibility to protect the confidentiality of information about its members. If Agent should disclose any information contrary to the terms of this Agreement, MotivHealth's damages would be substantial, but difficult to prove (e.g., loss of trust in MotivHealth among its members). Consequently, MotivHealth shall be entitled to obtain injunctive and other mandatory judicial relief against Agent to restrain and prevent any threatened, likely or possible use or disclosure in any manner contrary to the terms of this Agreement of any PHI. Agent understands and agrees that other remedies would be inadequate, due to MotivHealth's fiduciary responsibility to protect the confidentiality of its members' information. This remedy is in addition to any other legal or equitable remedies to which MotivHealth may be entitled.

6.37 Ownership of Information. MotivHealth owns and retains ownership of all information, including but not limited to PHI that it discloses to Agent under this Agreement. Agent acquires no title or right under this Agreement to any information, including but not limited to any de-identified or aggregated PHI.

6.38 Legally Required Disclosure. Agent will preserve forensic evidence relating to each Prohibited Use and to each Security Incident. Also, Agent will notify MotivHealth in writing at least fifteen (15) days before providing the PHI to any third party under a judicial or governmental request, and will cooperate with MotivHealth, as MotivHealth reasonably requests, in seeking a protective order or limiting the effect of that disclosure.

6.39 Amendment of this Agreement. Agent understands and agrees that MotivHealth may need to amend this Agreement from time to time in order to ensure MotivHealth's compliance with Applicable Law. Agent agrees to allow MotivHealth to amend this Agreement in order to comply with applicable law. If Agent disagrees with any such amendment, Agent must notify MotivHealth in writing within thirty (30) days of receipt of MotivHealth's amendment. If Agent and MotivHealth cannot agree on an amendment within thirty (30) days thereafter, either party may terminate this Agreement on written notice to the other.

6.40 Survival. All Confidentiality and Security obligations of member data shall survive termination of the Agreement.

MOTIVHEALTH: By: _____
Signature

AGENT: By: _____
Signature

Typed or printed name: _____

