KAISER FOUNDATION HEALTH PLAN OF THE MID-ATLANTIC STATES, INC.

BROKER/AGENT AGREEMENT

THIS AGREEMENT is entered into on ______________, between Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. ("Kaiser"), a Maryland non-profit corporation, and __________________________________________ ("Broker/Agent").

BACKGROUND

A. Kaiser is a health maintenance organization, which issues, administers and markets health benefit plans and other insurance products for its members in the State of Maryland, the Commonwealth of Virginia, and the District of Columbia ("D.C.") (the "Territory").

B. Broker/Agent is a duly licensed insurance agent or agency qualified to solicit enrollment of employer groups in health maintenance organization health benefit plans and other insurance products issued, administered or marketed by Kaiser.

C. Kaiser desires to engage Broker/Agent to solicit enrollment of employer groups and individuals in health benefit plans and other insurance products issued, administered or marketed by Kaiser, and Broker/Agent desires to provide these services to Kaiser.

D. Kaiser and Broker/Agent would like to provide a full statement of their agreement in connection with the provision of Broker/Agent services by Broker/Agent to Kaiser.
AGREEMENT

The parties agree as follows:

1. SERVICES TO BE PROVIDED BY BROKER/AGENT

   A. Solicitation of Employer Groups. Broker/Agent is authorized to solicit applications from employer groups meeting requirements established by Kaiser for health benefit plans and other insurance products issued, administered or marketed by Kaiser. Broker/Agent agrees to use its best efforts to solicit enrollment of prospective employer groups under this Agreement.

   B. Solicitation of Individuals and Families. Broker/Agent is authorized to solicit applications from individuals meeting requirements established by Kaiser for health benefit plans and other insurance products, with the exception of conversion products issued, administered or marketed by Kaiser. Broker/Agent agrees to use its best efforts to solicit enrollment of prospective members under this Agreement.

   C. Authority of Broker/Agent. Broker/Agent is authorized only to solicit enrollment of employer groups/individuals under this Agreement and may not on behalf of Kaiser (1) alter or waive the terms or rates of any contract or bind Kaiser in any manner, or (2) make any promise or statement regarding contract terms or amounts to be paid Kaiser. Broker/Agent is authorized to collect only the initial premium on contracts issued by Kaiser. Any such funds collected by Broker/Agent will be held by Broker/Agent in a fiduciary capacity and will be transmitted to Kaiser in accordance with Kaiser policies and procedures. Kaiser will collect all other amounts due ("dues") on any contracts solicited by Broker/Agent, and Broker/Agent agrees that Broker/Agent is specifically not authorized to and shall not collect any such dues payments.

   D. Referral of Medicare Business. In the case of Medicare membership, Broker/Agent is authorized only to provide group or individual name and contact information to the Kaiser Medicare Sales team. The Broker/Agent is specifically prohibited from performing any enrollment or marketing activities related to a Kaiser Medicare Plan. These activities include but are not limited to sales presentations, distribution of plan materials, solicitation of enrollment applications and collection of enrollment forms. All enrollment and marketing activities are the sole responsibility of the Kaiser Medicare Sales staff. In the event that Kaiser makes the determination that Broker/Agent may market and sell Kaiser Medicare products, Kaiser may notify Broker/Agent in writing of such determination, together with the terms and conditions applicable to such sales, including any applicable commission rates, and such written notice shall be deemed an amendment to this Agreement, which shall supersede any conflicting provisions hereof.

   E. Application for Enrollment. Broker/Agent will assist employer groups/individuals in completing and submitting applications for enrollment in accordance with Kaiser policies and procedures.

   F. Acceptance for Enrollment. Kaiser will have the right to accept or reject any employer group/individual submitted by Broker/Agent for enrollment based on underwriting and enrollment policies of Kaiser, including, but not limited to, location and size of the employer group. In no event shall any employer group/individual be eligible to receive health benefits under an employer group/individual membership
contract unless and until accepted by Kaiser with such effective date as determined by Kaiser.

G. Eligibility Verification. Broker/Agent will verify and confirm the eligibility of all persons applying for enrollment in health benefit plans and will monitor and notify employer groups/individuals of participation requirements in the benefit plans.

H. Servicing of Enrolled Employer Groups/Individuals. Broker/Agent will perform all reasonable duties and services required by Kaiser to service employer groups/individuals solicited by Broker/Agent and enrolled by Kaiser. If requested by Kaiser, such duties and services may include delivery and explanation of initial administrative forms and subsequent renewal forms. Broker/Agent will be responsible for fostering positive relations between employer groups/individuals and Kaiser.

I. Marketing Materials and Forms. When providing services under this Agreement, Broker/Agent will only use advertising and marketing materials and other forms provided by Kaiser. Broker/Agent will comply with Kaiser policies and procedures regarding the use of all such materials. Materials provided by Kaiser may include trade secrets as defined by applicable state or federal laws and all such materials must be returned immediately to Kaiser on termination of this Agreement or at Kaiser's earlier request. All marketing materials and forms (including policy forms) are and shall remain the sole property of Kaiser. Broker/Agent shall not broadcast, publish, display on its website, distribute or otherwise make available any advertisements, marketing materials, trademarks, tradenames, or other written, electronic or other forms of information referring to or regarding Kaiser or its affiliates (including, without limitation, screens from Kaiser's or its affiliates' websites) without the prior approval of Kaiser.

J. Use of Name. Kaiser and Broker/Agent each reserves to itself the right to, and the control of the use of, its names, symbols, trademarks and service marks, presently existing or hereafter established, and neither Kaiser nor Broker/Agent shall use the other's names, symbols, trademarks, or service marks in any advertising or promotional communication of any type or otherwise without the prior written consent of the other organization. Without limiting the generality of the previous sentence, Broker/Agent shall comply with the Trademark Usage Guidelines, as attached as Exhibit B, as they may be modified by Kaiser from time to time, upon prior notice to Broker/Agent.

K. Rules and Regulations. Broker/Agent specifically acknowledges receipt of Kaiser's Broker/Agent policies and procedures and will observe and comply with all policies and procedures of Kaiser, both existing and those that are issued from time to time by Kaiser in the course of this Agreement.

2. COVENANTS AND WARRANTIES OF BROKER/AGENT

A. Qualifications. Broker/Agent certifies that Broker/Agent currently satisfies all the requirements of and is duly licensed by the appropriate Maryland, Virginia and/or DC agencies responsible for the regulation of insurance agents and brokers ("Insurance Departments") to solicit the health benefit plans or other insurance products issued, administered or marketed by Kaiser in that portion of the Territory in which Broker/Agent conducts such activities. If Broker/Agent is a corporate agency,
Broker/Agent certifies that each employee or agent associated with Broker/Agent who solicits health benefit plans or other insurance products issued, administered or marketed by Kaiser is also currently qualified and duly licensed to do so by the appropriate Maryland, Virginia and/or DC Insurance Departments. Kaiser will file the appropriate forms with the appropriate Maryland, Virginia and/or DC Insurance Departments to appoint Broker/Agent, or corporate agency, as agents of Kaiser. Broker/Agent warrants that neither Broker/Agent nor corporate agency will solicit any health benefit plan or other insurance products issued, administered or marketed by Kaiser unless Broker/Agent and/or corporate agency is duly licensed by the appropriate Maryland, Virginia and/or DC Insurance Departments to solicit enrollment for such plan and has been appointed by Kaiser in accordance with applicable law and Kaiser policies. Broker/Agent certifies to Kaiser that Broker/Agent has fully disclosed all information requested by Kaiser and that all information disclosed is true and correct. Broker/Agent agrees, throughout the term of this Agreement, to maintain its licensing status with the Insurance Departments as required herein and shall immediately notify Kaiser if the license of Broker/Agent or any of Broker/Agent's employees or agents is suspended, or curtailed, expires, or is otherwise limited or sanctioned. Broker/Agent will also notify Kaiser within ten (10) days of any change in information disclosed by the Broker/Agent.

B. Independent Contractor. Broker/Agent at all times will be an independent contractor providing services pursuant to this Agreement. As an independent contractor, Broker/Agent agrees to pay in a timely manner all income taxes, FICA taxes and other taxes relating to payments received from Kaiser pursuant to this Agreement.

C. Compliance with Laws and Policies. In performing services under this Agreement, Broker/Agent agrees to comply with all statutory and regulatory requirements and Kaiser policies and procedures, including, but not limited to, those pertaining to licensing, training and continuing education.

D. Broker/Agent Training. Broker/Agent agrees to participate in training activities as requested by Kaiser to maintain current knowledge of Kaiser products and administrative procedures.

E. Insurance. At the time of entering into and throughout the term of this Agreement, Broker/Agent has and shall maintain errors and omissions insurance in an amount not less than $1,000,000. At the time of entering into this Agreement, and subsequently upon request by Kaiser, Broker/Agent will provide evidence of such insurance coverage to Kaiser. Broker/Agent will notify Kaiser in writing within ten (10) days of any proposed cancellation, actual cancellation or material change in coverage of Broker/Agent's error and omission insurance.

F. Indemnification. Broker/Agent agrees to indemnify and hold harmless Kaiser from any and all claims, actions, liabilities and expenses (including costs of judgments, settlements, court costs and attorneys’ fees, regardless of the outcome of the claim or action) arising out of or related to the performance or non-performance by Broker/Agent of any services provided by Broker/Agent under this Agreement. Kaiser agrees to indemnify and hold harmless Broker/Agent from any and all claims, actions, liabilities and expenses (including costs of judgments, settlements, court costs and attorneys’ fees, regardless of the outcome of the claim or action) arising
out of or related to the performance or non-performance by Kaiser of any services provided by Kaiser under this Agreement.

G. HIPAA/Confidentiality. Broker acknowledges and agrees that certain information to which it may have access in the course of providing services under this Agreement will be Personal Health Information ("PHI") as defined in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and regulations promulgated there under by the U.S. Department of Health and Human Services (together "HIPAA"), or other confidential medical information under applicable state law. Accordingly, Broker will comply with applicable state and federal law regarding the use and disclosure of confidential medical information and/or PHI, Broker will sign Health Plan's standard business associate agreement if Health Plan determines that Broker's obligations under this Agreement require a business associate agreement.

I. Confidentiality. Broker/Agent has been and will be granted access to certain Confidential Information (as hereinafter defined) of Kaiser in the course of performing services under this Agreement. The term "Confidential Information" as used herein means all records and information that is maintained in any form or media, with respect to Kaiser or which is gathered and generated by Broker/Agent in the performance of services, including but not limited to, Kaiser's trade secrets, ideas, marketing plans, strategies, new products, unpublished financial statements, projections, licenses, rates, prices, and costs. Broker/Agent shall treat all Confidential Information as privileged; and Broker/Agent agrees to hold it in strictest confidence, and not to disclose or permit disclosure to any person or entity other than to Kaiser, without the proper advance written consent of Kaiser. All such Confidential Information must be returned to Kaiser or its authorized representatives promptly upon termination of this Agreement or upon Kaiser's request. In the event that Kaiser provides Broker/Agent access to Kaiser's data through a computer or other processing equipment in Broker/Agent's office, Broker/Agent shall be responsible for maintaining the security and integrity of Kaiser's data systems. Broker/Agent shall notify its employees, staff, and sub-agents of the proprietary nature of Kaiser's data systems and Confidential Information (as hereinafter defined) and the requirements of confidentiality specified herein.

3. PAYMENTS BY KAISER

A. Payments of Commissions. In consideration of the services to be provided by Broker/Agent hereunder and the compliance of Broker/Agent with the terms hereof, Kaiser agrees to pay to Broker/Agent a commission based on the employer groups/individuals solicited by Broker/Agent, who have been accepted by Kaiser for enrollment, so long as Kaiser has received a valid, effective Broker/Agent of Record letter in a form approved by Kaiser for the Broker/Agent from the employer group/individual in question. Subject to the provisions of Section 1.D., Commissions shall not be paid on Medicare business and conversion contracts.

B. Amount of Commission. Subject to the documentation requirements in Section 3.C., Kaiser will pay a commission to Broker/Agent based on the current commission schedule which is attached as Exhibit A, as amended from time to time. Kaiser has the right to change the current commission schedule at any time on thirty (30) days written notice to Broker/Agent.

C. Required Documentation. No commissions shall be payable until Kaiser has received from Broker/Agent all documents necessary to process an employer group's/individual's application and health benefits contract. All such documents must be submitted within three (3) days of the date on which employer group application is first submitted by the Broker/Agent. The necessary documents include, but are not limited to, a completed Broker Information sheet, Form W-9, and an executed Broker Agreement. In no event shall Kaiser pay commissions retroactively from the date on which Kaiser receives all of the necessary documents if the reason for nonpayment was that the Broker/Agent did not provide Kaiser with the necessary documents.

D. Errors and Omissions Liability Insurance. Broker/Agent shall maintain errors and omissions insurance coverage in amounts of at least One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) annual aggregate with an insurer with either a Standard and Poor's rating of AA or a Best's rating of AA and satisfactorily cover all Agents employed by Broker/Agent for purposes of soliciting and selling Kaiser or KPIC plans/products. Broker/Agent shall notify Kaiser in writing at least 10 days prior to any proposed cancellation, cancellation or material change in the insurance coverage of Broker/Agent's errors and omissions in effect at the time of the execution of this Agreement. Upon request, Broker will provide Kaiser with proof of compliance with the insurance requirement in this Section. Failure of the Broker/Agent to obtain and maintain the insurance required by this Section shall be a material failure to comply with the terms of this Agreement.

E. Broker/Agent of Record.

1) If an application is submitted without the appointment of a Broker/Agent of Record, Kaiser will not pay a commission until the employer group/individual appoints a Broker/Agent of Record. It is the responsibility of the Broker/Agent to obtain and submit Broker/Agent appointment information along with the original application prior to processing by Kaiser.

2) Employer groups/individuals may change their appointment of Broker/Agent of Record only as follows:
a) The transfer or assignment of Broker/Agent of Record must be submitted in writing in a form acceptable to Kaiser.

b) Beginning February 1, 2014, the effective date of Broker/Agent of Record changes will be the first day of the month following 30 days of receipt by Kaiser's Broker Policies and Commissions Department of the writing transferring or assigning the Broker/Agent of Record.

3) Mass solicitation of Broker/Agent of Record letters is not permitted.

4) No changes of Broker/Agent of Record will be permitted on a retroactive basis.

5) If Broker/Agent ceases to be the appointed Broker/Agent of Record, all rights, if any, to commissions due Broker/Agent for services provided to employer group/individual, shall terminate effective upon termination of the Broker/Agent of Record appointment and no future rights shall arise.

F. Timing of Payments. Commissions payable to Broker/Agent under Subsections 3.A through 3.E. will be paid to Broker/Agent on a monthly basis in accordance with Exhibit A, Commission Schedule, on Kaiser on contracts solicited by Broker/Agent. Such amounts (if any) will be paid to Broker not later than sixty (60) days after the end of the month in which the commissions are earned.

G. Duration of Payments. During the term of this Agreement, commissions will continue to be paid on contracts solicited by Broker/Agent, so long as Broker/Agent complies with Sections 2 and 3 of this Agreement, the contract remains in force, Broker/Agent continues to be recognized as the Broker/Agent of Record, and Broker/Agent actively assists in servicing the employer group/individual and properly administering the contract pursuant to Kaiser's policies and procedures to the satisfaction of Kaiser. If this Agreement is terminated pursuant to Sections 4.B and C., payment of all commissions will cease upon termination of this Agreement.

H. Error in Payment. Broker/Agent agrees to accept full responsibility for ensuring that monthly commission payments are accurate, and for notifying Kaiser promptly of errors in monthly commission payments. In the event that Kaiser for any reason fails to pay or underpays a monthly commission owed to Broker/Agent, Broker/Agent must notify Kaiser of the non-payment or underpayment within six (6) months of the date of the non-payment or underpayment by Kaiser. If Broker/Agent does not do so, Broker/Agent forfeits any and all rights and remedies to recover from Kaiser for a non-payment or underpayment of a monthly commission, whether in contract, tort or equity. In the event that Kaiser for any reason overpays a monthly commission owed to Broker/Agent, Kaiser must notify Broker/Agent of the overpayment within six (6) months of the date of the overpayment by Kaiser. If Kaiser does not do so, Kaiser forfeits any and all rights and remedies to recover from Broker/Agent for the overpayment of a monthly commission, whether in contract, tort or equity. Kaiser may collect any payments owed by Broker/Agent by setting off such amount against commissions owed by Kaiser to Broker/Agent. Reasons for non-payment, underpayment or overpayment of monthly commissions include, but are not limited to, clerical errors or dues payments returned to a group by Kaiser. Neither party shall be subject to penalties or interest in connection with a non-payment, underpayment or overpayment of monthly commission.
I. Cancellation of Employer Group/Individual. Kaiser reserves the right, in accordance with applicable law and Kaiser's policies and procedures, to cancel the contract of any employer group/individual solicited by Broker/Agent. Upon cancellation of any group/individual by Kaiser for nonpayment of premiums, Broker/Agent may not be entitled to the payment of any commission by Kaiser for past due payments collected by Kaiser after the date of the notice of cancellation. Broker/Agent will affirmatively assist Kaiser in its efforts to collect late and unpaid dues from employer groups/individuals previously solicited or serviced by Broker/Agent.

4. TERM AND TERMINATION.

A. Term. The term of this Agreement shall commence on the date first specified above and will continue in effect until such time as this Agreement is terminated by either party pursuant to Section 4.B. or 4.C. below.

B. Termination Without Cause. This Agreement may be terminated by either party at any time, without cause, upon thirty (30) days’ written notice to the other party, unless applicable law shall require a longer period of notice.

C. Termination With Cause. Kaiser may terminate this Agreement immediately upon written notice to Broker/Agent in the event that (i) any of Broker/Agent's applicable licenses in Maryland, Virginia or DC are suspended or terminated; (ii) Broker/Agent is disciplined or sanctioned by any state or federal regulatory authority; (iii) Broker/Agent commits any act of fraud, misfeasance or malfeasance, as determined by Kaiser in its sole discretion; (iv) Broker/Agent files a petition in bankruptcy, is the subject of an involuntary procedure in bankruptcy, admits insolvency or seeks to avoid or restructure its financial obligations; (v) Broker/Agent collects or accepts payment of dues; or (vi) Broker/Agent fails to comply with any provision of this Agreement.

 Broker/Agent may terminate this Agreement immediately upon written notice to Kaiser in the event that (i) any of Kaiser's applicable licenses in Maryland, Virginia or DC are suspended or terminated; (ii) Kaiser is disciplined or sanctioned by any state or federal regulatory authority; (iii) Kaiser commits any act of fraud, misfeasance or malfeasance, as determined by Broker/Agent in its sole discretion; (iv) Kaiser files a petition in bankruptcy, is the subject of an involuntary procedure in bankruptcy, admits insolvency or seeks to avoid or restructure its financial obligations; or (v) Kaiser fails to comply with any provision of this Agreement.

5. MISCELLANEOUS.

A. Arbitration. In the event a dispute arises between the Broker/Agent and Kaiser with respect to their rights or obligations under this Agreement, such dispute, within five (5) days of the delivery by registered or certified mail of a written request of either party, shall be submitted to arbitration. Such arbitration shall be conducted in the State of Maryland, pursuant to the rules of the American Arbitration Association, and shall be before three (3) arbitrators. Each party shall appoint one arbitrator, and the two arbitrators shall select the third. If either party refuses or neglects to appoint an
arbitrator within thirty (30) days after the receipt of written notice from the other requesting that it do so, the requesting party may appoint two arbitrators. If the two arbitrators fail to agree in the selection of a third arbitrator within thirty (30) days of their appointment, each of them shall nominate two candidates, of whom the other shall decline one. The selection of their third arbitrator from the remaining two candidates shall be made by drawing lots. The decision in writing of any two arbitrators, when submitted to the parties pursuant to Section 5(B) of this Agreement, shall be final, conclusive, and binding on both parties. Judgment may be entered upon the final decision of the arbitrators in any court having jurisdiction in the Territory. The parties shall bear the expense of the arbitrators and of the arbitration proceedings. Each party shall be solely responsible for the costs of their own legal representation and the presentation of their case.

B. Notice. Any notice or payment permitted or required by this Agreement will be considered made on the date personally delivered in writing or mailed to the other party at the address set forth below or to such other person or address as either party subsequently may designate in writing:

Broker/Agent

(Payment Address):

Kaiser: Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc.
Attention: Broker Policies and Commissions
2101 East Jefferson Street
P.O. Box 6611
Rockville, MD 20849-6611

C. Entire Agreement/Modification. This Agreement contains the entire understanding of the parties and supersedes all prior agreements between the parties whether oral or written; provided, however, that this Agreement shall not affect any indebtedness owed from one party to another pursuant to any such prior agreement. Notwithstanding the preceding sentence, Kaiser reserves the right to unilaterally modify its rules and regulations and the commission schedule, pursuant to Sections 1.K. and 3.C. of this Agreement. Neither party to this Agreement has made any representation nor warranty relating to this Agreement or the subject matter of this Agreement except those specifically contained in writing in this Agreement and in the application for Broker/Agent status.

D. Amendment Procedure. This Agreement may only be amended or modified by a written document signed by both parties.

E. Waiver. The waiver by Kaiser or Broker/Agent of a breach of this Agreement will not operate as a waiver of any subsequent breach. No delay in acting with regard to any breach of this Agreement will be construed to be a waiver of the breach.
F. **Assignment.** This Agreement will not be assigned by either party without the express prior written consent of the other.

G. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to the principles of conflicts of law.

H. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

I. **Construction.** Headings contained in this Agreement are for convenience only and shall not be used in the interpretation of this Agreement.

J. **Severability.** In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in effect and fully enforceable.

**BROKER/AGENT**

IN WITNESS WHEREOF, Broker/Agent and Kaiser executed this Agreement on the day and year set forth at the beginning of this Agreement.

By: ________________________________  ________________________________

(Signature)  (Date)

______________________________

(Print Name)

**Title:** ________________________________

Business Mailing Address: ________________________________

**KAISER FOUNDATION HEALTH PLAN OF THE MID-ATLANTIC STATES, INC.**

By: ________________________________  ________________________________

(Signature)  (Date)

______________________________

(Print Name)

**Title:** Sr Director, Sales Operations
Group and Individual Broker Commission Schedule
(Exhibit A)

Group Commission Schedule
Group commissions are calculated per subscriber per month, PSPM, or as a percentage of premium paid dependent upon the employer group's number of eligible employees.

<table>
<thead>
<tr>
<th>Eligible Employees</th>
<th>1-100</th>
<th>101-250</th>
<th>251+</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commission Rate</td>
<td>$35 PSPM</td>
<td>$30 PSPM</td>
<td>Must be negotiated as a percentage of premium</td>
</tr>
</tbody>
</table>

- For calculations based on PSPM, the subscriber counts used for commission calculations are the number of subscribers enrolled on the last day of the month.
- Commissions on groups that are eligible for negotiation must be negotiated at the inception and renewal of the group. Negotiated commissions will only be paid when the group rates include a load for the commissions equal to the negotiated commission rate. The commission rate must appear on the group Rate and Benefit Summary as a separate line item.
- Commissions are payable monthly only to the Broker of Record based on the number of subscribers enrolled as of the last day of the previous month for groups with 250 or less eligible employees. For groups with 251 or more eligible employees, commissions will be paid within 60 days of Kaiser's receipt of the premiums paid by the group in the previous calendar month.

Individual Commission Schedule
Kaiser will pay Broker/Agency commissions on Kaiser Permanente Individual & Family (KPIF) products according to the schedule below.

Individual commissions are calculated on a per member per year, PSPY, basis. Effective January 1, 2017, commissions for KPIF renewals will also be $200 PSPY as shown in the chart below.

<table>
<thead>
<tr>
<th>Enrollment Status</th>
<th>Commission Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>New first year enrollment</td>
<td>$200 PSPY</td>
</tr>
<tr>
<td>Enrollment renewal (subsequent years)</td>
<td>$200 PSPY</td>
</tr>
</tbody>
</table>
• Brokers/Agents will not be recognized as the Broker of Record nor be eligible for commissions if an existing commissionable member moves to a KPIF plan offered through a Health Insurance Marketplace without the assistance of a broker.

• Commissions will be paid within 60 days of the member's first month of paid coverage or the member's effective date of renewal of coverage.

• Commissions will be paid only to the Broker of Record based on the number of members enrolled as of the member's first effective date or the renewal effective date.

General Terms

• Kaiser will only pay commissions to brokers or agents who are appropriately licensed and appointed in the jurisdiction in which the group/individual is located.

• Broker/Agent is responsible for complying with all legal requirements regarding disclosure of compensation by Kaiser in the form of commissions, bonuses and other rewards.

• Broker/Agent compensation in the form of commissions, bonuses and other rewards will be reported by Kaiser in accordance Kaiser policy and applicable federal and state law.
Exhibit B

Trademark and Brand Usage Guidelines for Broker/Agent Communications and Web Sites

Kaiser Permanente's brand and trademarks, as described below ("Kaiser Permanente Marks") are valuable intellectual property and important assets of the Kaiser Permanente organization. They must be used properly, and these guidelines govern their use and reproduction. Broker/Agents offering Kaiser Permanente products and services may use Kaiser Permanente Marks only in accordance with these guidelines in Web site content, design, and graphics, all promotional materials, and all internal and external communications.

The improper or unauthorized use of Kaiser Permanente Marks or other intellectual property is a violation of Kaiser Permanente's rights and is strictly prohibited. Kaiser Permanente reserves the right to revise these guidelines, and brokers and agents will be bound to comply with the material contained in the updated guidelines immediately upon receipt or other notification of the new guidelines.

Trademark Usage guidelines

1. Kaiser Permanente Marks. As used in these guidelines, the term "Kaiser Permanente Marks" refers specifically to Kaiser Permanente's trademarks, service marks, and logos, including the names "Kaiser," "Kaiser Permanente," "Kaiser Foundation Health Plan," and "Kaiser Permanente Insurance Company," and all other names incorporating the Kaiser or Kaiser Permanente brands, and also includes the Kaiser Permanente Logo (consisting of the fanciful, stylized design of three stick figure humans around a sunburst near the words "Kaiser Permanente") and all other product names, service names, program names, logos, slogans, trade dress, and all other designations used to identify any product or service offered by Kaiser Permanente. All Kaiser Permanente Marks are, and shall remain, the exclusive property of Kaiser Foundation Health Plan, Inc. and/or Kaiser Foundation Hospitals.

2. Disclaimer of Intellectual Property Ownership on Web Sites. Use of the Kaiser Permanente Marks in external communications or a Web site must be accompanied by the following disclaimer of ownership, which should be placed conspicuously in the materials or on the home page of each Web site:
"Kaiser," "Kaiser Permanente", "Kaiser Foundation Health Plan" and the Kaiser Permanente Logo are registered trademarks or service marks of Kaiser Foundation Health Plan, Inc., in the United States.

3. Web Site Identity. Each Web site must also include the following disclosure statement:
"This Web site is owned and maintained by [Broker Name], which is solely responsible for its content. This site is not maintained by or affiliated with Kaiser Permanente, and Kaiser Permanente bears no responsibility for its content. The e-mail addresses and telephone numbers that appear throughout this site belong to [Broker Name], and cannot be used to contact Kaiser Permanente."
This statement should appear on Broker/Agent's home pages, as well as any "Who We Are" or "About Us" pages or other pages of similar purpose or content.

4. Logo May Not Be Used Without Written Permission. The Kaiser Permanente Logo, and any other logo used to identify any product or service offered by Kaiser Permanente, may not be used in any manner in materials or Web sites created or maintained by brokers or agents or by any third party without express written permission from Kaiser Permanente.
5. **Use Correct Trademark Symbol.** When using Kaiser Permanente’s Marks in text form or art form, always use the correct ®, ™ or SM trademark identification symbol. The ® symbol is used for Marks registered with the U.S. Patent & Trademark Office. The ™ and SM symbols are used for unregistered trademarks and service marks.

The following Kaiser Permanente Marks should be followed by the ® symbol:

- Kaiser Permanente Logo
- Kaiser Permanente®
- Kaiser On-the-Job®

and such other Kaiser Permanente Marks as Kaiser Permanente may designate as registered by specific notice and/or use of the ® symbol in its own materials.

A trademark symbol should be used with the mark when it appears in a headline or other prominent use.

6. **No Alteration of Marks or Logo.** When using the Kaiser Permanente Marks, never vary the spelling, insert a hyphen, use a plural form or abbreviation or acronym of the Mark, or otherwise alter the Marks. In the case of logos, never alter or modify the design, art, colors, proportions, or add or delete any words or hyphens.

7. **No Combining Marks With Other Names or Marks.** Only Kaiser Permanente’s products and services may be associated with the Kaiser Permanente Marks. No third party mark, logo, product, or service may be used in conjunction with the Kaiser Permanente Marks. Do not incorporate Kaiser Permanente Marks into your own product names, service names, trademarks, logos, domain names or company names, and do not adopt marks, logos or domain names that are confusingly similar to Kaiser Permanente’s Marks. For example, the Kaiser Permanente Marks should not be combined with other terms to suggest an association, e.g., "Kaiser Permanente Insurance Brokers" or "kaiser-permanente-insurance.com."

8. **Compliance With Usage Guidelines.** In order to assure compliance and quality control, Kaiser Permanente may request that brokers and agents provide samples of any marketing, advertising, or other materials that will include the Kaiser Permanente Marks. Kaiser Permanente may, in its sole discretion, restrict any person or entity from using or displaying the Kaiser Permanente Marks.

9. **Improper Uses of Kaiser Permanente’s Marks.** Kaiser Permanente’s Marks may not be presented or used: (a) in a manner that suggests that editorial content has been authored by, or represents the views or opinions of, Kaiser Permanente or its representatives, personnel or affiliates; (b) in a manner that is misleading, defamatory, obscene, infringing or otherwise objectionable; (c) in connection with any material that infringes the trademark, copyright or any other rights of any third party; (d) as part of a name of a product or service of a company or organization other than Kaiser Permanente; or (e) in a manner that infringes, derogates, dilutes, or impairs the rights of Kaiser Permanente in such marks.