Medicare Advantage and Part D Prescription Drug Plan
Marketing Agreement

THIS AGREEMENT ("Agreement") is made by and between each of the WellCare Affiliates (defined herein) identified in the attached Compensation Schedule (individually and collectively, "WellCare"), and the insurance producer identified as "Producer" in the signature block below. WellCare and Producer are sometimes referred to hereafter, together, as the "Parties" and, individually, as a "Party."

RECITALS

A. WellCare Affiliates operate Medicare Advantage plans and sponsor Medicare Part D prescription drug plans.

B. Producer is knowledgeable and experienced in the marketing of health insurance products including Medicare Advantage plans and Medicare Part D prescription drug plans to eligible Medicare beneficiaries.

C. WellCare desires to engage Producer to market WellCare's Medicare Advantage plans and Part D prescription drug plans to eligible Medicare beneficiaries, and Producer desires to accept such engagement, all in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Definitions. In addition to terms defined elsewhere in this Agreement, for purposes of this Agreement the capitalized terms identified in Schedule A shall have the meanings set forth in the schedule.

2. WellCare Approval. This Agreement shall not become effective unless and until WellCare indicates in writing that it has accepted Producer for participation in its network of contracted insurance producers/agencies. If Producer is accepted the effective date of this Agreement (the "Effective Date") will be indicated in the written notice of acceptance. Producer shall not conduct any marketing or other activities contemplated by this Agreement prior to being notified by WellCare that this Agreement has been accepted by WellCare.

3. Representatives.

a. Recommendation and Appointment. Provided Producer is not an Agent/Supported Agent, Producer shall (i) recommend insurance producers/agencies to WellCare who market health insurance products and who if approved by WellCare would be lower than Producer in the Hierarchy and (ii) designate each such producer/agency as an SGA, MGA, GA or Agent/Supporting Agent, and WellCare may, but shall not be required to, approve any such Person to become a Representative. This is not an exclusive agreement. WellCare may have existing relationships with other insurance

producers/agencies, including those recommended by Producer, and WellCare shall have no obligation to terminate any such existing relationships. Further, WellCare may maintain or create relationships directly with an insurance producer/agency (including a Representative) that has a relationship with Producer. Producer shall not allow any Representative to conduct any marketing or other activities related to WellCare Plans unless WellCare has entered into a separate written arrangement with the Representative allowing the Representative to conduct such activities.

b. Oversight by Producer. In consideration of override Commissions paid to Producer, if applicable, Producer shall ensure that Representatives conduct all marketing activities related to WellCare Plans in compliance with Laws (including Medicare Program Requirements), WellCare rules and regulations (including policies and procedures) and the WellCare Compliance Program.

4. Producer Marketing Activities.

a. Training and Testing; Certifications; Background Checks. Producer shall, to WellCare's satisfaction, obtain certifications, submit to and pass background checks and complete training and testing required by WellCare prior to marketing the WellCare Plans and from time to time thereafter. The topics of training and testing shall be determined by WellCare in its sole discretion, but may include (i) types and amounts of coverage available to Members under the WellCare Plans, (ii) administrative and operational issues relating to the WellCare Plans, (iii) Medicare Program Requirements and (iv) the WellCare Compliance Program. From time to time, WellCare may in its discretion require Producer to obtain additional certifications, submit to and pass additional background checks and undergo and satisfactorily complete additional training and testing, as part of a corrective action plan or otherwise. Producer's compliance with this Section shall be a condition to Producer's participation in marketing of WellCare Plans and right to payment for certain Renewal Commissions as further described in section 7(c) below.

b. Marketing Materials. Producer may prepare marketing materials for use by Producer and Representatives in the marketing of WellCare Plans, provided that Producer shall not, and shall not allow any Representative to, use any marketing materials that are not first approved by WellCare in writing.

c. Marketing and Enrollment. Producer shall (i) promote the WellCare Plans to Potential Members, (ii) accept applications from interested Potential Members for membership in WellCare Plans using enrollment materials and mechanisms provided by or approved by WellCare, and (iii) process completed enrollment materials in compliance with such standards and requirements as specified by WellCare and CMS from time to time. In doing so Producer shall clearly identify the types of WellCare Plans to be discussed before marketing to a Potential Member, and obtain, document or record, and retain the consent of a Potential Member as to the scope of any marketing appointment.

d. Member Service. Producer shall provide prompt, professional service to Members enrolled by Producer or a Representative.

e. Marketing Communication Recordkeeping. Producer shall maintain complete and accurate records and accounts of communications between Producer and a Potential Member, which records shall be considered "Books and Records" subject to the requirements, including those related to retention periods, set forth in section 9(c) below. These records shall include (i) details as to the date, time and place of marketing efforts related to and/or Enrollment of a Potential Member; (ii) copies of appointment consent forms and business reply cards, and notes of statements, questions, and/or comments made by a Potential Member with regard to a marketing presentation; (iii) names of individuals present at a sales presentation for the benefit of Potential Members; (iv) copies of any correspondence sent to, or received from a Potential Member; (v) time-stamped, recorded audio files of any phone communication with any Potential Member, and (vi) detailed notes of any telephone calls with a Potential Member. This paragraph shall survive termination of this Agreement.

f. Prohibited Marketing Activities. Producer acknowledges that certain marketing activities are prohibited by Medicare Program Requirements. The following description of prohibited marketing activities is not exhaustive and is subject to change based on CMS instructions or other changes in Medicare Program Requirements. Additionally, WellCare reserves the right to prohibit any marketing activities in its discretion and to adopt standards or practices that may be more rigorous than Medicare Program Requirements. Producer agrees that it shall not (i) conduct door-to-door solicitations and other instances of unsolicited contacts that may occur outside of advertised sales events, (ii) provide or subsidize meals for a Potential Member at any event or meeting at which plan benefits are being discussed and/or plan materials are being distributed, (iii) offer gifts to Potential Members unless such gifts are of nominal value (as defined by the Marketing Guidelines) and are provided whether or not the recipient enrolls in a plan, (iv) distribute marketing materials or collect WellCare Plan applications at educational events, (v) conduct sales activities in healthcare settings except in common areas, or (vi) market non-health care related products (e.g. annuities or life insurance) during any WellCare Plan related sales activity or presentation.

g. Marketing Through Unsolicited Contacts. Medicare Program Requirements restrict marketing WellCare Plans through unsolicited contacts including approaching Potential Members in public areas and telemarketing. Producer shall comply with all Medicare Program Requirements regarding unsolicited contacts and conduct any permitted telemarketing activities in compliance with Laws, including "do not call" requirements of Governmental Authorities. All outbound call scripts referencing WellCare Plans must be approved by WellCare in writing prior to use by Producer or its Representatives.

5. Other Producer Obligations.

a. Licensure. In marketing WellCare Plans and otherwise performing under this Agreement, Producer shall at its own cost and expense obtain and maintain all

required licenses, permits, certificates and other regulatory approvals necessary under Laws to market the WellCare Plans. Producer shall immediately notify WellCare of any expiration, termination, suspension or disciplinary proceeding against Producer, a Representative or any of their respective officers, directors, agents or employees affecting any such license, permit, certificate, or other regulatory approval.

b. Rules and Regulations of WellCare. Producer shall conform to the rules and regulations (including policies and procedures) of WellCare now or hereafter to become in force, which rules and regulations shall constitute a part of this Agreement.

c. Complaints/Investigations. Producer shall immediately notify Wellcare of any (i) complaint by or dispute involving a Member or Potential Member or (ii) inquiry, investigation or legal or administrative action by a Governmental Authority involving a Member, a Potential Member, Producer, a Representative, WellCare or a WellCare Affiliate. Producer shall cooperate with WellCare to resolve any such complaints, disputes, inquiries, investigations or actions, including by providing records and other information requested by WellCare in a timely manner.

d. Ownership Change. Producer shall notify WellCare in writing prior to any change in (i) ownership of ten percent or more of the outstanding stock of Producer or (ii) any officer or director of Producer.

e. Litigation. Producer shall not initiate litigation in any dispute between Producer and a Representative, Member or Potential Member related to WellCare Plans or the marketing services provided to WellCare under this Agreement without the prior written approval of WellCare.

f. Premiums. It is not expected that Producer should receive any check or monies on behalf of WellCare. However, in the event that a Potential Member or Member remits payment to Producer, Producer shall (i) hold such checks or funds in a fiduciary capacity, (ii) keep them separate from Producer's other accounts, and (iii) return them to Potential Member or Member or forward them to WellCare as soon as practicable. Producer shall explain to Potential Members and Members their responsibilities related to payment of premiums under the WellCare Plans.

6. Duties of WellCare. WellCare shall:

a. Provide to Producer the information necessary to prepare proposals for the WellCare Plans, including rate and benefit schedules and WellCare marketing materials and application forms.

b. Provide to Producer for distribution to Potential Members marketing material and promotional materials, advertisements, circulars, brochures or similar material concerning the WellCare Plans.

7. Compensation.

a. Scope. Compensation set forth in this Agreement shall apply to new Enrollments for the 2012 plan year and to Renewals in future years based on new Enrollments for the 2012 plan year. For purpose of clarity, compensation (including commissions) for Legacy Renewals shall be determined by the compensation provisions of the agreement in effect at the time of the initial enrollment of the Member.

b. 2012 Enrollments.

i. Subject to the remaining terms and conditions of this Agreement including those related to timing of payments, for a new Enrollment for the 2012 plan year that is (A) an Initial Enrollment, WellCare shall pay Producer an Initial Commission, and (B) a Renewal, WellCare shall pay Producer a Renewal Commission.

ii. Thereafter, subject to section 7(c), WellCare shall pay a Renewal Commission to Producer (A) for future Renewals of a 2012 plan year Initial Enrollment, each year for five years, or (B) for future Renewals of a 2012 plan year new Enrollment that is a Renewal, each year through the end of the renewal cycle. The "renewal cycle" is a six year period beginning with the later of plan year 2008 or (A) for a WellCare PDP Member who has been continuously enrolled in PDPs, the plan year in the continuous period that the Member first enrolled in a PDP, or (B) for a WellCare MA Plan Member who has been continuously enrolled in MA Plans, the plan year in the continuous period that the Member first enrolled in an MA Plan.

iii. In addition to Commissions, WellCare may pay fees ("Administrative Fees") for administrative services of Producer relating to an Enrollment submitted directly by Producer, or to compensate Producer for costs it may incur to market WellCare Plans such as training, testing, certification, reproduction of approved marketing materials, application fees, or other costs and expenses. Administrative Fees, if any, shall be as set forth in the Compensation Schedule.

iv. Commissions (together with Administrative Fees, if any) shall be payment in full for all services and costs of Producer for all marketing and other activities of Producer under this Agreement

v. Subject to compliance with Medicare Program Requirements, WellCare reserves the right to adjust compensation prospectively upon amendment made in accordance with section 16(d) below.

vi. The Parties shall comply with any directive or determination of CMS relating to compensation due for an Enrollment and such directive or determination shall prevail over any contrary provision of this Agreement.

c. Conditions for Payment of Certain Renewal Commissions. Payments of Renewal Commissions for Renewals in future years based on new Enrollments in the 2012 plan year shall be subject to the following:

i. Except as set forth in subsections (ii) and (iii) below, WellCare shall continue paying such Renewal Commissions for the period described in section 7(b)(ii) so long as (A) the Member continuously remains a member of the same WellCare Plan and (B) Producer maintains good standing with WellCare. To maintain good standing with WellCare, Producer must (A) be contracted with WellCare in the then current plan year and, to WellCare's satisfaction, obtain certifications, submit to and pass background checks and complete training and testing required by WellCare from time to time, or (B) demonstrate to WellCare's satisfaction that Producer is no longer active in the business of insurance.

ii. Upon Termination Without Cause. If a Party terminates this Agreement without cause, WellCare shall continue paying Producer Renewal Commissions for the period described in section 7(b)(ii), subject to the following:

A. In order to continue receiving Renewal Commissions Producer must, to WellCare's satisfaction, obtain certifications, submit to and pass background checks and complete training and testing as described in section 4(a) as required by WellCare from time to time after the termination date. WellCare may stop paying Renewal Commissions upon a failure by Producer to comply with this requirement.

B. WellCare may stop paying such Renewal Commissions if, after the termination date (1) an event listed in section 14(c) (Automatic Termination) occurs, (2) Producer commits an act or omission that would have given WellCare the right to terminate the Agreement pursuant to section 14(d) (Termination for Cause) had the Agreement not been terminated earlier, (3) Producer fails to comply with any provision of this Agreement that survives termination of the Agreement, (4) a Person who was a Representative at any time during the term of this Agreement engages in activity which would be in violation of section 15 (Nonsolicitation) if engaged in by Producer, (5) WellCare determines that Producer's or its Representatives' Renewal attrition rate is materially higher than that of WellCare's network of insurance producers/agencies contracted to market WellCare Plans, or (6) WellCare's payments to Producer are less than $600 in any calendar year.

iii. If an Enrolling Representative is not entitled to a Renewal Commission for a Renewal for any reason, WellCare shall not be obligated to pay an override Renewal Commission to Producer for the Renewal.

d. Payments for Commissions / Overrides. WellCare will pay Commissions for Enrollments submitted directly by Producer and (if applicable) by Representatives.

i. For an Enrollment by Producer, WellCare shall pay Producer the Commission for a selling agent, based on the Compensation Schedule. If Producer is the selling agent, Producer shall not be entitled to any override Commission.

ii. For an Enrollment by a Representative, WellCare shall pay, based on the Compensation Schedule: (1) Producer, the Commission for Producer's Hierarchy level less amounts paid to Intervening Representatives (as applicable) and the Enrolling Representative; (2) each Intervening Representative (as applicable), the Commission for the Intervening Representative's Hierarchy level less amounts paid to (A) the Enrolling Representative and (B) other Intervening Representatives (as applicable) lower in the Hierarchy; and (3) the Enrolling Representative, the Commission for Enrolling Representative's Hierarchy level.

iii. WellCare shall pay Commissions to the FMO for the account of Producer unless Producer is the selling agent for the Enrollment, who WellCare shall pay directly. Producer acknowledges and agrees that, unless Producer is the selling agent for the Enrollment, WellCare shall have no obligation to make direct payment of Commissions to Producer, and Producer shall look solely to the FMO for such payment. Further, Producer authorizes the FMO to recover any amounts due from Producer under this Agreement including refunds for non-enrollments and disenrollments as described in subsections (g) and (h) below.

iv. Commissions payable to Producer and all Representatives for an Enrollment, in the aggregate, shall equal the commission for the highest applicable producer/agency in the Hierarchy as determined by the compensation schedule to the agreement in effect between WellCare and such producer/agency.

e. Timing of Payment.

i. Initial Enrollments. For an Initial Enrollment, WellCare shall pay an Initial Commission within 30 days of CMS confirmation of the Initial Enrollment.

ii. Renewals. For a Renewal, WellCare shall pay a Renewal Commission within 30 days of (A) CMS confirmation of a new Enrollment which is a Renewal or (B) a Member's anniversary date in a WellCare Plan, whichever applies. WellCare in its sole discretion may advance Renewal Commissions to Producer.

f. Representative Levels. At any time during the term of this Agreement, WellCare reserves the right to assign a Representative to a different level within the Hierarchy on a prospective basis based on market conditions, services rendered and producer/agency experience.

g. Deductions for Non-Enrollment. If WellCare elects to pay Commissions to Producer prior to receiving CMS confirmation of an individual's Enrollment and in fact the individual is not enrolled in a WellCare Plan, Producer shall promptly refund the amount of any such Commissions. WellCare may deduct such amounts from amounts otherwise owed by WellCare to Producer.

h. Deductions for Disenrollment. All Commissions paid to Producer shall be deemed an advance of compensation to Producer for the 12 month period from the date of Enrollment. If a Member disenrolls or is disenrolled within three months of

Enrollment, Producer shall refund all Commissions paid by WellCare for such Enrollment. If a Member disenrolls or is disenrolled after three months or longer from the date of Enrollment then Producer shall refund to WellCare an amount equal to one twelfth (1/12th) of the Commission paid to Producer for the Enrollment multiplied by the number of months the individual was not a Member of the WellCare Plan for the entire month. WellCare may deduct from any amounts otherwise owed to Producer by WellCare any refunds owed pursuant to this provision and shall provide Producer with information supporting the amount of any such deduction taken.

i. Multiple Claims. If more than one Person claims entitlement to receive compensation based on an Enrollment, WellCare shall have the right to decide and settle the dispute in its sole discretion.

j. Service Standards. WellCare in its sole discretion may choose not to pay Producer Commissions for an Enrollment if (i) the Enrollment application is incomplete, (ii) WellCare does not receive the Enrollment application within two calendar days of the date it is signed by the Member, (iii) the Member complains about the sales experience, or (iv) the Enrollment is obtained in a manner not compliant with this Agreement or Medicare Program Requirements.

k. CMS Enrollment Records. For purposes of determining Commissions due to Producer under this Agreement, Enrollment status of Members shall be as determined by WellCare based on enrollment records of CMS.

l. Survival. This section shall survive termination of this Agreement.

8. Relationship between Parties.

a. Independent Contractors. The Parties are independent contracting parties, and nothing in this Agreement is intended to nor may anything in this Agreement be construed to create an agency, partnership, joint venture, employer/employee relationship, fiduciary relationship, or any other legal relationship between the Parties other than or in addition to that of independent contracting parties.

b. Except as specified in this Agreement, Producer is not and shall not be deemed to be WellCare's agent, and WellCare shall not be bound or liable for any actions taken or representations made beyond the scope of or in violation of this Agreement. Notwithstanding any other provision in this Agreement, Producer shall have no authority to, nor shall it represent itself as having such authority to, nor shall it, do any of the following: (i) hold itself out as an employee, partner, joint venture or associate of WellCare, (ii) hold itself out as an agent of WellCare in any manner, or for any purpose, except as permitted by and in accordance with this Agreement, (iii) alter, modify, waive or change any of the terms, rates or conditions of any advertisements or other promotional literature, receipts, policies or contracts of WellCare in any respect, nor otherwise use any materials not expressly approved by CMS and authorized by WellCare for marketing WellCare Plans, (iv) insert any advertising in respect to WellCare or WellCare Plans in any publication, distribute any promotional literature or other

information in any media, or use the logo/service marks of WellCare without prior written consent of WellCare, nor otherwise use any method of marketing not expressly permitted by Medicare Program Requirements and authorized by WellCare for marketing the WellCare Plans, (v) collect, or authorize a Representative or any other Person to collect, any premiums or payments on behalf of WellCare, (vi) bind WellCare on any application for WellCare Plans, it being expressly understood that all applications must be approved by CMS and WellCare, (vii) incur any indebtedness or liability, make, alter, or discharge contracts, waive or forfeit any of WellCare's rights, requirements or conditions under the WellCare Plans, extend the time of payment of any premium, or waive payment in cash on behalf of WellCare, (viii) transfer or sell the business of Producer created pursuant to and as a result of this Agreement without WellCare's prior written consent, it being acknowledged and agreed by Producer that such business belongs exclusively to WellCare, (ix) deduct any payments due Producer or any Representatives from premiums or payments collected on behalf of WellCare, (x) engage in underwriting activities on behalf of WellCare, (xi) settle or attempt to settle any Member claims, or (xii) offset balances due under any contract with any offset due under any other contract.

9. Legal Compliance. Producer shall comply with all Laws, including Laws applicable to WellCare if WellCare were marketing the plans or otherwise acting directly. Without limiting the generality of the foregoing:

a. CMS Contract. Producer shall ensure that any services performed by Producer or any Representative shall be consistent with and comply with the CMS Contract. [42 C.F.R. §422.504(i)(1); 422.504(i)(3)(iii).]

b. Member Privacy. Producer shall comply with all Laws, CMS Contract requirements, and WellCare policies and procedures regarding privacy, security, confidentiality, accuracy and/or disclosure of records, personally identifiable information and/or protected health information and Enrollment information, including (i) HIPAA and the rules and regulations promulgated thereunder, (ii) 42 C.F.R. §422.504(a)(13), (iii) 42 C.F.R. §422.118; and (iv) 42 C.F.R. §422.516 and 42 C.F.R. §422.310 regarding certain reporting obligations to CMS. Further, Producer shall comply with the terms and conditions of the Business Associate Addendum attached hereto. The foregoing provision shall survive termination of this Agreement.

c. Audits; Access to and Maintenance of Records. Producer shall permit inspection, evaluation and audit directly by WellCare, the Department of Health and Human Services, the Comptroller General, the Office of the Inspector General, the General Accounting Office, CMS and/or their designees of the premises, physical facilities and equipment and any pertinent books, contracts (including agreements between Producer and Representatives, employees, contractors and/or subcontractors providing services related to the Agreement), documents, papers, marketing materials, Enrollment materials, medical records, patient care documentation and other records and information involving or relating to the provision of services under the Agreement (collectively, "Books and Records"). All Books and Records shall be maintained in an accurate and timely manner and shall be made available for such inspection, evaluation or

audit for a time period of not less than ten years, or such longer period of time as may be required by Laws, from the end of the calendar year in which expiration or termination of this Agreement occurs or from completion of any audit or investigation, whichever is greater, unless an authorized Federal agency, or such agency's designee, determines there is a special need to retain records for a longer period of time, which may include (i) up to an additional six years from the date of final resolution of a dispute, allegation of fraud or similar fault, (ii) completion of any audit should that date be later than the time frame(s) indicated above, or (iii) such greater period of time as provided for by Laws. Producer shall cooperate and assist with and provide such Books and Records to WellCare and/or CMS or its designee for purposes of the above inspections, evaluations, and/or audits, as requested by CMS or its designee and shall also ensure accuracy and timely access for Members to their medical, health and Enrollment information and records. Producer agrees and shall require its employees, contractors and/or subcontractors, Representatives and those individuals or entities performing administrative services for or on behalf of Producer and/or any of the above referenced individuals or entities to (i) provide WellCare and/or CMS with timely access to records, information and data necessary for (A) WellCare to meets its obligations under its CMS Contracts, and/or (B) CMS to administer and evaluate the Medicare program, and (ii) submit all reports and clinical information required by WellCare under the CMS Contract. [42 C.F.R. § 422.504(e)(2)-(4) and (i)(2)(ii).] The foregoing provision shall survive termination of this Agreement.

d. WellCare's Right to Revoke Agreement. Producer acknowledges and agrees that WellCare may revoke this Agreement at any time when CMS or WellCare determines that Producer has not performed its obligations satisfactorily. [42 C.F.R. § 422.504(i)(4)(ii).]

e. Accountability. WellCare and Producer hereby acknowledge and agree that WellCare shall oversee administrative services performed by Producer and/or Representatives, and shall be accountable under the CMS Contract for services provided to or on behalf of Members under the Agreement regardless of the provisions of the Agreement or any delegation of administrative activities or functions to Producer under the Agreement. [42 C.F.R. § 422.504(i)(1); 422.504(i)(4)(iii).]

f. Delegated Activities. Producer acknowledges and agrees that to the extent WellCare, in its sole discretion, elects to delegate any administrative activities or functions to Producer, Producer understands and agrees that (i) Producer may not delegate, transfer or assign any of Producer's obligations under the Agreement and/or any separate delegation agreement without WellCare's prior written consent, and (ii) Producer must demonstrate to WellCare's satisfaction Producer's ability to perform the activities to be delegated, and the Parties will set out in writing (A) the specific activities or functions to be delegated and performed by Producer, (B) any reporting obligations pursuant to WellCare's policies and procedures and/or the requirements of the CMS Contract, (C) monitoring and oversight activities by WellCare including review and approval by WellCare of Producer's credentialing process, as applicable, and audit of such process on an ongoing basis, and (D) corrective action measures, up to and including termination or revocation of the delegated activities or functions and reporting responsibilities if CMS or WellCare determines that such activities have not been

performed satisfactorily. [42 C.F.R. § 422.504(i)(3)(iii); 422.504(i)(4)(i)-(v); 422.504(i)(5).]

g. Compliance Program. Producer shall cooperate with and participate in the WellCare Compliance Program as necessary for WellCare's compliance with the CMS Contract, including participation by Producer, contractors, downstream and related entities in applicable education and training programs regarding the WellCare Compliance Program including anti-fraud, waste and abuse initiatives and/or other activities as may be required under the CMS Contract. [42 C.F.R. § 422.503(b)(4)(vi)(C) & (D) & (G)(3).]

h. Member Hold Harmless. Producer shall not in any event (including non-payment of any compensation hereunder, bankruptcy or insolvency of a WellCare Affiliate or breach of this Agreement), bill, charge, collect a deposit from, seek compensation or remuneration or reimbursement from, hold responsible, or otherwise have any recourse against any Member or Potential Member for any amounts otherwise payable by WellCare to Producer pursuant to this Agreement or otherwise. The foregoing provision shall survive termination of this Agreement.

i. Violent Crime Control and Law Enforcement Act of 1994. Producer acknowledges that the business of insurance is subject to the Violent Crime Control and Law Enforcement Act of 1994 (18 U.S.C.S. 1033) ("VCCLEA"). In accordance with the VCCLEA, Producer shall not assign or permit any individual to perform services for WellCare under this Agreement who has ever been convicted of a felony involving dishonesty or a breach of trust unless such a person has obtained the prior written consent of all relevant Governmental Authorities to engage in the business of insurance. Producer shall not knowingly or willfully permit any employee, contractor or subcontractor, if so convicted, to provide any services under this Agreement and shall take reasonable steps to determine if any employees, contractors or subcontractors have ever been convicted of any criminal felony involving dishonesty or breach of trust or a violation of the VCCLEA. Further, Producer shall promptly notify WellCare, in writing, of any employee, contractor or subcontractor who, after the Effective Date of this Agreement, is convicted of a criminal felony involving dishonesty or breach of trust or violation of the VCCLEA.

j. Examination of Producer. WellCare may cause to be conducted an examination of Producer as required by and in accordance with state Laws. Such examinations shall be made available to the appropriate state Governmental Authority and shall be maintained for such period as required by state Laws.

10. Proprietary and Confidential Information. Producer agrees that all marketing and promotional materials, advertisements, circulars, brochures or similar material concerning the WellCare Plans, rate and benefit schedules, Enrollment materials, contracts, records files, manuals, forms, and other materials and information furnished by WellCare is and shall remain confidential and proprietary to WellCare. Producer agrees that such confidential and proprietary information shall only be used by Producer in connection with performance under this Agreement and only in the manner provided by

this Agreement. Producer shall not use any of WellCare's confidential and proprietary information to directly or indirectly compete with WellCare or to assist any competitor of WellCare to compete with WellCare during the term of this Agreement or at any time thereafter. Upon expiration or termination of this Agreement, Producer at its sole cost and expense shall immediately return all confidential and proprietary information to WellCare.

11. Indemnification. Producer shall indemnify in full and hold WellCare and its officers, directors, agents, and employees harmless from and against any and all liabilities, losses, deficiencies, proceedings, amounts paid in settlement, actions, damages, claims or expenses of any kind (including reasonable out-of-pocket costs of investigation, defense, and legal fees and expenses), arising from or relating to (i) the breach by Producer or its officers, directors, agents or employees of any of Producer's representations, duties or obligations under this Agreement, including any violation of Laws, or (ii) any negligent act or omission, or willful misconduct by Producer, a Representative or any of their respective officers, directors, agents or employees. In the event Producer fails to indemnify WellCare as described herein WellCare may offset any damages it actually incurs against any amounts owed to Producer.

12. Insurance.

a. Producer shall maintain at all times during the term of this Agreement the following insurance coverages:

i. Commercial general liability insurance, including premises and contractual liability with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for bodily injury and property damage. Said insurance shall be provided on an "occurrence" form.

ii. If Producer is an employer of one or more employees, (A) workers' compensation insurance with statutory limits and (B) employers liability insurance with limits of not less than $1,000,000 per bodily injury by accident/disease.

b. If Producer has a claims-made based policy (or policies) and such policy (or policies) are cancelled or not renewed, Producer agrees to exercise any option contained in said policy (or policies) to extend the reporting period to the maximum period permitted; provided, however, that Producer need not exercise such option if the superseding insurer will accept all prior claims.

c. None of the foregoing requirements as to the type and limits of insurance to be maintained by Producer are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Producer under this Agreement. Each of Producer insurance policies shall (i) be issued by companies that are admitted insurers in the jurisdiction in which the services or products are being provided, (ii) be issued by companies that have an A. M. Best rating of not less than "A-", and are in a size category which is not lower than "VIII", (iii) be primary and noncontributory with any of WellCare's insurance, (iv) name WellCare as an additional insured (except

workers compensation and employers liability coverage), and provide WellCare with 30 days prior written notice of cancellation, non-renewal or material change in the form or limits of coverage.

d. Producer shall cause its insurance carriers, brokers or agents to issue certificates of insurance to WellCare evidencing all insurance coverages required by this section. Notwithstanding any other provision of this Agreement, failure to provide the certificates of insurance shall be grounds for immediate termination of this Agreement.

13. Representations and Warranties. Producer represents and warrants, as of the Effective Date and continuously thereafter throughout the entire term of this Agreement, as follows:

a. If Producer is not an individual, Producer is a corporation or other legally recognized entity duly incorporated or organized, validly existing, and in good standing under the Laws of the state in which it is incorporated, organized, and/or operating and that it has the authority to conduct business in each state in which it operates;

b. If Producer is not an individual, Producer has the corporate power and legal authority to, and has taken all necessary corporate or other action on its part to, authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;

c. This Agreement has been duly executed and delivered by Producer, and constitutes a legal, valid, and binding agreement that is enforceable against Producer in accordance with its terms, except as limited by applicable bankruptcy, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights;

d. Producer has (i) all of the necessary qualifications, including certificates, permits, registrations, and/or licenses, pursuant to Laws for Producer to transact its business and to perform its obligations under this Agreement, and (ii) obtained all consents, approvals and authorizations of all Governmental Authorities and other Persons that must be obtained by Producer in connection with this Agreement;

e. The execution and delivery of this Agreement and the performance of Producer's obligations hereunder do not (i) conflict with or violate any provision of Producer's organizational document or Laws, or (ii) conflict with, or constitute a default under, any contractual obligation of Producer;

f. Producer officers, directors, agents, and employees are not affiliated, directly or indirectly, through ownership, control, management agreement, or otherwise with any WellCare contracted health care provider; and

g. None of Producer, any Representative or other Person that Producer employs or has contracted with to carry out any part of this Agreement is an Ineligible Person.

14. Term and Termination.

a. Term of Agreement. The term of this Agreement shall begin on the Effective Date and continue through the 2012 plan year. Thereafter, this Agreement shall renew for successive terms of one year each until it expires (*e.g.*, all future Renewal Commissions due under section 7(b)(ii) have been paid) or is terminated in accordance with the terms and conditions herein.

b. Termination Without Cause. This Agreement may be terminated without cause by either Party upon written notice to the other Party.

c. Automatic Termination. This Agreement automatically will terminate upon the occurrence of any of the following events:

i. If Producer is an individual, upon the death of the individual; if Producer is a partnership, upon the death of any partner or any change in the partners composing the partnership, or dissolution of the partnership; or if Producer is a corporation, upon the dissolution of the corporation or disqualification of the corporation to do business under Laws;

ii. The loss, restriction, revocation or suspension of Producer's insurance license or registration by a Governmental Authority;

iii. Producer's business is sold, transferred or merged and WellCare has not first consented to such sale, transfer or merger and approved the successor;

iv. Producer, any Representative or other Person that Producer employs or has contracted with to carry out any part of this Agreement becomes an Ineligible Person; or

v. Producer becomes unable to pay debts as they mature, makes an assignment for the benefit of creditors or becomes the subject of a bankruptcy, insolvency, or similar proceeding.

d. Termination For Cause. WellCare may immediately terminate this Agreement for cause upon written notice to Producer. Cause shall include any of the following:

i. Failure to obtain certifications, submit to and pass background checks or complete training and testing to WellCare's satisfaction as described in section 4(a);

ii. Failure of Producer to comply with Laws or the rules and regulations (including policies and procedures) of WellCare;

iii. Failure of Producer to maintain the insurance coverages required by this Agreement;

iv. Conviction of Producer or any of its principals, shareholders, directors or officers of a felony crime or any other crime involving dishonesty or moral turpitude;

v. Violation of section 15 (Nonsolicitation);

vi. Failure by Producer or a Representative to cooperate with any investigation conducted by WellCare or any corrective action required by WellCare;

vii. Marketing the WellCare Plans prior to the receipt of notification from WellCare of the acceptance of this Agreement by WellCare; or

viii. Any representation or warranty of Producer becomes untrue, or Producer fails to comply with any term or condition of this Agreement.

e. Producer Obligations Following Termination of Agreement. Following termination of this Agreement, Producer shall direct inquiries regarding the WellCare Plans to WellCare. At the request of WellCare, Producer shall copy all requested records in its possession relating to Potential Members and Members and forward such copies to WellCare. The cost of copying and delivering such records shall be borne by Producer.

f. Termination of Representative. WellCare may, in its sole discretion, immediately terminate the participation of any Representative by providing written notice of such termination to Producer. Upon receiving such notice from WellCare, Producer shall cause any terminated Representative to cease marketing WellCare Plans and soliciting applications on behalf of WellCare. WellCare shall have no obligation to pay any further Commissions to Producer with respect to any Enrollments originated by any such terminated Representative. The termination of participation of any one or more Representatives by WellCare shall not affect the enforceability of this Agreement in respect of Producer or the other Representatives.

g. Rights Cumulative. All rights and remedies of a Party set forth in this Agreement are cumulative and in addition to all legal rights and remedies available to such Party.

15. Nonsolicitation. During the term of this Agreement and for a period of one year after the latest of (a) the termination date of this Agreement if the Agreement is terminated automatically pursuant to section 14(c) or for cause pursuant to 14(d), or (b) the date of the last payment of a Renewal Commission pursuant to this Agreement, including pursuant to sections 7(b)(ii) or 7(c), Producer shall not directly or indirectly, either alone or in association with others (a) solicit, or facilitate any Person with which

Producer is associated in soliciting, any Member, (b) induce or attempt to induce any Member to cease doing business with WellCare, or (c) in any way interfere with the relationship between any Member and WellCare. The restrictions contained in this section are necessary for the protection of the business and goodwill of WellCare and are considered by Producer to be reasonable for such purpose.

16. General Provisions.

a. WellCare's Right to Modify WellCare Plans. Subject to Medicare Program Requirements, WellCare may in its sole discretion discontinue or modify any WellCare Plan.

b. Conflicts. If Producer is a corporation, Producer shall not permit a Representative to serve on Producer's Board of Directors. Except in accordance with the written consent of WellCare, Producer shall not employ an individual who is also an employee of WellCare.

c. Assignment. Neither this Agreement nor any of the duties or benefits of this Agreement shall be assigned or transferred in whole or in part by Producer. This Agreement may be assigned by WellCare upon notice to Producer.

d. Entire Agreement; Modifications. This Agreement, including the Schedules referenced herein and the Business Associate Addendum each of which are incorporated into this Agreement for all purposes, includes the complete agreement between the Parties and supersedes all previous agreements and understandings (whether verbal or in writing) related to the subject matter of this Agreement. Any modification to the terms and conditions hereof must be made in writing and signed by the Parties; provided, however (i) Wellcare may amend this Agreement upon notice to Producer, which notice may be pursuant to 16(h) below, or (notwithstanding 16(h) below) by email, or by publication to www.wellcareproducer.com, and (ii) this Agreement shall be automatically amended to comply with any change in Laws as of the effective date of such change.

e. No Joint Liability. There shall be no joint liability among the WellCare Affiliates, such that only the WellCare Affiliate issuing the applicable WellCare Plan shall be responsible for any payment or other obligation to Producer arising under this Agreement, and neither WellCare Health Plans, Inc., nor any of its affiliates (other than the WellCare Affiliate issuing the applicable WellCare Plan) shall incur any liability to Producer by virtue of this Agreement.

f. Prior Agreements. This Agreement terminates and supersedes all prior verbal and written agreements between the Parties as to new business received by WellCare from Producer with respect to the WellCare Plans on or after the Effective Date of this Agreement. If any such agreements are in existence, they are hereby cancelled, except with respect to any commissions then due and payable thereunder, or products not contemplated by this Agreement, which commissions shall continue to be paid in accordance with the terms thereof. No provision of this Agreement shall be construed to

supplant or modify any provision of any agreement between WellCare and a Representative, or between Producer and a Representative, or other existing agreements between WellCare and Producer that do not relate to the WellCare Plans.

g. Waiver. No course of dealing or failure of WellCare to enforce any term, right or condition of the Agreement shall be construed as a waiver of such term, right or condition. No waiver or discharge shall be valid and chargeable against WellCare unless it is in writing and signed by an authorized representative of WellCare.

h. Notice. Any notice required or permitted to be given hereunder shall be in writing and shall be sent by (i) commercial messenger service; (ii) United States Postal Service; or (iii) facsimile transmission with electronic confirmation of successful transmission. Irrespective of the manner of delivery or transmission used, all such notices shall be properly addressed and directed with postage or delivery charges prepaid (if any) to the Party at its respective address or facsimile number set forth below or to such other address which a Party may designate in writing in accordance with the provisions of this section.

If to WellCare:	WellCare Health Plans, Inc. Attention: General Counsel 8735 Henderson Road Renaissance Two Tampa, FL 33634 Facsimile: (813) 290-6210
If to Producer:	Last address known by WellCare

Notices sent by commercial messenger service shall be deemed given upon independent written verification of receipt. Notices sent by United States Postal Service shall be deemed given five days from mailing or by independent written verification of receipt. Notices sent by facsimile transmission shall be deemed given upon the date of the electronic confirmation of successful transmission.

Notwithstanding the foregoing, (i) amendments as permitted by section 16(d) may be given by email or via publication to www.wellcareproducer.com and shall be effective as of the date indicated in the publication, and (ii) WellCare may send Producer an acknowledgment via e-mail indicating WellCare's assent to this Agreement and the Agreement's Effective Date.

i. Severability. In the event any provision of this Agreement conflicts with Laws under which this Agreement is construed, or if any provision of this Agreement shall be held illegal or unenforceable or partially illegal or unenforceable by a court or Governmental Authority, then this Agreement shall be modified to conform with said judicial or governmental determination and such provision shall be construed and enforced only to such extent as it may be a legal and enforceable provision and all other provisions of this Agreement shall be given full effect separately therefrom and shall not be affected thereby.

j. Incorporation of Other Legal Requirements. Any provisions now or hereafter required to be included in the Agreement by any Governmental Authority shall be binding upon and enforceable against the Parties and deemed incorporated herein, irrespective of whether or not such provisions are expressly set forth in this Agreement.

k. Governing Law; Arbitration; Injunctive Relief.

i. This Agreement shall be construed in accordance with Florida law without regard to conflicts or choice of law principles that would result in the application of the laws of any other jurisdiction. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Hillsborough County, Florida, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Judgment on the arbitrator's award may be entered in any court having jurisdiction. The costs of the arbitration, including the fees of the arbitrator shall be borne equally by the Parties, and each Party shall be responsible for the fees of its own attorneys and experts. The arbitrator shall not consolidate claims of third parties into one proceeding, nor shall the arbitrator have the power to hear the arbitration as a class action. The sole right of the arbitrator shall be to enforce and interpret the terms of this Agreement and not to expand the rights or obligations of the Parties. The arbitrator shall only have the right to award actual direct damages and shall not have the right to award special, consequential or punitive damages.

ii. Notwithstanding the foregoing paragraph, Producer recognizes and agrees that there is no adequate remedy at law for a breach by Producer of any provision of sections 3(b), 4(e), 4(f), 4(g), 9(a), 9(b), 9(c), 9(f), 9(g), 9(h), 9(i), 9(j), 10, 15 or 16(b), that such a breach would irreparably harm WellCare and that WellCare shall be entitled, without posting bond or other security, to seek equitable relief (including injunctions) with respect to any such breach or potential breach, in addition to any other remedies.

l. Discretion. Wherever in this Agreement WellCare's consent or approval is required, WellCare may withhold, condition or delay such consent or approval in its sole discretion. Further, wherever in this Agreement WellCare is given the sole discretion to take (or not take) an action on WellCare's part, WellCare's exercise of discretion shall be absolute, final and conclusive.

m. Headings for Reference Only. The headings used in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the provisions of this Agreement.

n. Construction. This Agreement has been negotiated by sophisticated Persons who were represented by or had the opportunity to be represented by counsel. Any ambiguity found in this Agreement shall not be construed in a Party's favor on the basis that another Party drafted the provision containing the ambiguity.

o. No Third Party Beneficiaries. Except as otherwise provided in this Agreement, this Agreement is not a third party beneficiary contract, and no provision of this Agreement is intended to create or may be construed to create any third party beneficiary rights in any Person, including any Representative, Potential Member or Member.

p. "Including". The term "include", "including" or a variant thereof shall be construed to be without limitation.

q. Survival. Any provision of this Agreement that requires or reasonably contemplates the performance or existence of obligations by a Party after termination of this Agreement shall survive such termination, regardless of the reason for termination.

As part of its approval process, WellCare may obtain investigative reports which may include information on any criminal background, credit history and other personal characteristics. You hereby authorize WellCare to obtain such reports.

<The following page is the execution page.>

IN WITNESS WHEREOF, Producer, with the intent to be legally bound, has caused this Agreement to be duly executed on the date set forth below.

Producer's Level in Hierarchy: Agent/Supported Agent_

Producer's Entity Type:
_☐_ Individual
_☐_ Sole Proprietor
_☐_ Partnership
_☐_ Corporation
_☐_ Limited Liability Company

Producer Entity Name:
_____
[Must match W-9]

Authorized Signature: _____
Print Name: _____
Title: _____
Date: _____

Business Address:
Street Address 1: _____
Street Address 2: _____
City: _____
State: _____
Zip Code: _____

County: _____

Tax ID No. (SSN/FEIN): _____

Email Address: _____
Business Phone: _____
Business Mobile: _____

If your application for this Agreement is accepted, WellCare will send you a written acknowledgment (which may be via e-mail) indicating WellCare's assent to the Agreement and the Agreement's Effective Date.

SCHEDULE A - DEFINITIONS

"Agent/Supported Agent" means an individual who is an independent insurance agent.

"CMS" means the Centers for Medicare and Medicaid Services within the U.S. Department of Health and Human Services.

"CMS Contract" means, with respect to a WellCare Plan, the contract between a WellCare Affiliate and CMS governing such plan.

"Commission" means an Initial Commission or a Renewal Commission.

"Coordinated Care Plan" or "CCP" means a Medicare Advantage coordinated care plan.

"Enrolling Representative" means a Representative that enrolled a Member.

"Enrollment" means an Initial Enrollment or a Renewal.

"Field Marketing Organization" or "FMO" means an independent insurance producer/agency designated as an FMO by WellCare.

"General Agent" or "GA" means an independent insurance producer/agency designated as a GA by Producer.

"Governmental Authority" means the United States of America, the states, or any department or agency (including CMS) thereof, having jurisdiction over Producer, a Representative or WellCare.

"Hierarchy" means, in the following order: (i) FMO, (ii) SGA, (iii) MGA, (iv) GA, (v) Agent/Supported Agent.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.

"Ineligible Person" means any (i) Person (A) excluded from participation or otherwise declared ineligible to participate in any "Federal health care program," as defined in 42 U.S.C. section 1320a-7b(f), as identified on the List of Excluded Individuals/Entities maintained by the Office of Inspector General, U.S. Department of Health and Human Services, (B) debarred from participation or otherwise declared ineligible to participate in Federal procurement or nonprocurement programs, as identified on the Excluded Parties List System maintained by the General Services Administration, (C) convicted of a criminal offense related to the provision of health care items or services covered by a Federal health care program or Federal procurement or nonprocurement program, but not yet excluded, debarred or otherwise declared ineligible to participate in such programs, or (ii) individual who has been convicted of a felony involving dishonesty or a breach of trust or of a crime under 18 U.S.C. section 1033

unless the individual has obtained the prior written consent of all insurance regulatory officials with jurisdiction over such individual to engage in the business of insurance.

"Initial Commission" means a commission for an Initial Enrollment.

"Initial Enrollment" means a new enrollment in a WellCare Plan of a Member who had (i) previously received Medicare benefits under a traditional Medicare fee for service program, (ii) is newly eligible for Medicare, (iii) in the case of a WellCare MA Plan Member, had been previously enrolled in a PDP, or (iv) in the case of a WellCare PDP Member, had been previously enrolled in an MA Plan.

"Intervening Representative" means a Representative at a level within the Hierarchy between the Enrolling Representative and Producer, as may be applicable. For avoidance of doubt, an Agent/Supported Agent shall not be considered an Intervening Representative.

"Laws" means any and all applicable laws, rules, regulations, statutes, orders, standards, and instructions of any Governmental Authority, as adopted, amended, or issued from time to time, including Federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including applicable provisions of Federal criminal law, the False Claims Act (31 U.S.C. 3729 et. seq.), and the anti-kickback statute (section 1128B(b) of the Social Security Act); Medicare Program Requirements; and HIPAA.

"Legacy Renewal" means a renewal in a WellCare Plan for the 2012 plan year by an individual who was a Member of the same plan during the 2011 plan year.

"MA Plan" means a Coordinated Care Plan, PPO Plan or Private Fee for Service Plan. The definition of MA Plan includes any such plan with prescription drug plan benefits, also known as a "MA-PD Plan".

"Managing General Agent" or "MGA" means an independent insurance producer/agency designated as an MGA by Producer.

"Marketing Guidelines" means the Medicare Marketing Guidelines for MA Plans, MA-PDs, PDPs and 1876 Cost Plans published by CMS, as amended.

"Medicare Program Requirements" means the MMA; the regulations governing MA Plans and PDPs, set forth at 42 C.F.R. Parts 422 and 423, as amended; CMS guidance and instructions related to the MA Plans and PDPs, including the Marketing Guidelines; and the CMS Contract.

"Member" means an eligible Medicare beneficiary enrolled in a WellCare Plan.

"MMA" means the Medicare Prescription Drug Improvement and Modernization Act of 2003, as amended, including by the Medicare Improvements for Patients and Providers Act of 2008 (as amended, "MIPPA").

"PDP" means a Medicare Part D prescription drug plan.

"Person" means an individual, partnership, limited liability company, association, joint venture, corporation, trust, any other entity organized or existing under Laws or any unincorporated organization.

"Potential Member" means an individual who is believed to be an eligible Medicare beneficiary and who is the subject of marketing efforts by Producer or Representatives.

"PPO Plan" means a Medicare Advantage preferred provider plan.

"Private Fee for Service Plan" means a Medicare Advantage private fee for service plan.

"Renewal" means enrollment or renewal in a WellCare Plan of a Member who (i) in the case of a WellCare MA Plan Member, had been previously enrolled in the same or other MA Plan, or (ii) in the case of a WellCare PDP Member, had been previously enrolled in the same or other PDP, other than a Legacy Renewal.

"Renewal Commission" means a commission for a Renewal.

"Representative" means, as applicable, an SGA, MGA, General Agent, or Agent/Supported Agent recommended by Producer who has entered into an agreement with WellCare to market WellCare Plans.

"Supervising General Agent" or "SGA" means an independent insurance producer/agency designated as an SGA by Producer.

"WellCare Affiliate" means an entity which (i) directly or indirectly is owned or controlled by or is under common ownership or control with, WellCare Health Plans, Inc. and (ii) offers a WellCare Plan.

"WellCare Compliance Program" means the compliance program established and maintained by WellCare, as amended from time to time.

"WellCare MA Plan" means an MA Plan operated by a WellCare Affiliate pursuant to a CMS Contract, other than a Private Fee for Service Plan. For purposes of clarification, WellCare does not offer Private Fee for Service Plans.

"WellCare PDP" means a PDP operated by a WellCare Affiliate pursuant to a CMS Contract.

"WellCare Plan" means a WellCare MA Plan or WellCare PDP.

COMPENSATION SCHEDULE

WellCare Affiliates offering CCPs:

WellCare of Florida, Inc.
WellCare of Georgia, Inc.
WellCare of Louisiana, Inc.
WellCare of Texas, Inc.
WellCare of New York, Inc.
WellCare of New Jersey, Inc.
WellCare of Connecticut, Inc.
WellCare of Ohio, Inc.
Harmony Health Plan of Illinois, Inc.
Harmony Health Plan of Illinois, Inc. d/b/a Harmony Health Plan of Indiana
Harmony Health Plan of Illinois, Inc. d/b/a Harmony Health Plan of Missouri
WellCare Health Insurance of Arizona, Inc. d/b/a ‘Ohana Health Plan

WellCare Affiliates offering PDPs:

WellCare Prescription Insurance, Inc.

WellCare
2012 Contracted Agent Commission Schedule

CCP State Indicator	Initial Commission (2X)	Renewal Commission (1X)
	CCP	CCP
CT	$453	$227
FL, TX, GA, NY,OH, IL, MO, LA, HI	$402	$201
NJ	$0	$0

Signature & Classic PDP Enrollments are eligible for a $55 Initial Commission and a $28 Renewal Commission (Includes all 49 WellCare PDP States; excludes WI)

HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum (this "Addendum") is made part of the Marketing Agreement (as amended, the "Agreement") by and between the WellCare Health Plans, Inc. Affiliates named in WellCare's acceptance of the Agreement (each, a "Covered Entity") and Producer ("Business Associate").

RECITALS

A. In connection with their performance of the Agreement, Covered Entity and Business Associate desire to outline their individual responsibilities with respect to the Use and/or Disclosure of Protected Health Information ("PHI") as mandated by the Privacy Standards (45 C.F.R. Parts 160 and 164), Electronic Transactions Standards (45 C.F.R. Parts 160 and 162), and Security Standards (45 C.F.R. Parts 160, 162 and 164) promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996 (collectively, "HIPAA") as well as the data breach notification requirements as promulgated under the American Recovery and Reinvestment Act of 2009 ("ARRA").

B. Covered Entity and Business Associate understand and agree that HIPAA requires that Covered Entity and Business Associate enter into this Addendum which shall govern the Use and/or Disclosure of PHI.

OPERATIVE TERMS

Covered Entity and Business Associate agree as follows:

I. OBLIGATIONS OF BUSINESS ASSOCIATE

A. Privacy Standards.

1. General. Business Associate acknowledges and agrees that it is a "Business Associate" of the Covered Entity as that term is defined in 45 C.F.R. § 160.103. Accordingly, Business Associate shall comply with the following provisions with respect to an Individual's PHI:

(a) Safeguards Against Misuse of Information. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI held by Business Associate on behalf of the Covered Entity, and to prevent Use and/or Disclosure of PHI other than as provided for in this Addendum.

(b) Reporting of Violations. After becoming aware of a Use or Disclosure of PHI in violation of this Addendum or the Agreement by Business Associate, its officers, directors, employees, representatives, subcontractors, or agents, Business Associate shall immediately, but in no

event more than forty-eight (48) hours after discovery of a violation of the Addendum, report any such Use or Disclosure to the Covered Entity.

(c) Access to PHI. When an Individual makes a request to access his or her PHI contained in a Designated Record Set, Business Associate shall make such PHI available to Covered Entity in accordance with 45 C.F.R. Section 164.524.

(d) Amendment of PHI. When an Individual requests amendment of PHI contained in a Designated Record Set, Business Associate shall promptly make available PHI to Covered Entity for amendment and as appropriate incorporate any amendments to such information in accordance with 45 C.F.R. Section 164.526.

(e) Accounting of Disclosures. When an Individual requests an accounting of disclosures of PHI, other than disclosures excepted under 45 C.F.R. Section 164.528(a)(1), Business Associate shall make available the information required to provide an accounting of disclosures to Covered Entity in accordance with 45 C.F.R. Section 164.528. Business Associate shall notify Covered Entity within five (5) days from the date Business Associate receives any request for an accounting of disclosures directly from an Individual.

(f) Availability of Books and Records. Business Associate shall make available its internal practices, books, and records relating to PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, or at the request of the Covered Entity, to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of determining the Covered Entity's compliance with the applicable HIPAA Standards and subject to any legal privileges.

(g) Minimum Necessary Use and Disclosure. Except as provided for in 45 C.F.R. § 164.502 (b)(2), in conducting functions and/or activities under this Addendum that involve the Use and/or Disclosure of PHI, Business Associate may only disclose the minimum amount of information necessary as determined by the Covered Entity to accomplish the intended purpose of the Use or Disclosure.

2. Permitted Uses and Disclosures of PHI. Business Associate hereby agrees not to Use and/or Disclose PHI other than as permitted or required by this Addendum or as Required by Law. Except as otherwise limited in this Addendum, Business Associate may Use and/or Disclose PHI to perform the Services for, or on behalf of the Covered Entity as directed by the Covered Entity. Business Associate further agrees to ensure that its directors, officers, representatives, subcontractors, agents and employees do not Use and/or Disclose PHI except as permitted or required by this Addendum or as Required by Law.

B. Electronic Transactions Standards. If Business Associate conducts any Transaction for or on behalf of the Covered Entity which is covered under the Electronic Transactions Standards, Business Associate agrees that it will comply, and cause its employees, agents, representatives, and subcontractors to comply, with the applicable requirements of the Electronic Transactions Standards.

C. Security Standards. Business Associate agrees that, to the extent applicable, it will comply, and cause all of its employees, agents, representatives, and subcontractors to comply, with any applicable requirements of the Security Standards, including, but not limited to the following:

1. Security Safeguards. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity as required by the Security Standards.

2. Disclosure to Third Parties. Business Associate shall ensure that any representatives or agents, including subcontractors, to whom it provides electronic PHI agree to implement reasonable and appropriate safeguards to protect such PHI.

D. Violations. Business Associate shall first report to the Covered Entity any Security Incident or Breach as ser forth in this Paragraph D. The term ‘‘Breach’’ shall mean the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information (“Breach”). The Breach shall be considered “discovered” when the Business Associate knew or reasonably should have known when the Breach occurred. The Covered Entity and Business Associate acknowledge that it is the responsibility of the Covered Entity to ensure that individuals affected by a Breach are notified in accordance with ARRA. Therefore, Business Associate agrees as follows:

1. Reporting of Violations. In the case of a Breach, Business Associate must notify the Covered Entity of the Breach as soon as the Business Associate becomes aware, and in no case more than forty-eight (48) hours after the discovery of the Breach. Business Associate must also, without unreasonable delay, identify each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed as a result of the Breach, and provide such information to the Covered Entity as needed in order to meet the data breach notification requirements under ARRA, and in any event within twenty (20) calendar days after the discovery of the Breach.

2. Assistance with Notification. Business Associate agrees to fully cooperate, coordinate with and assist the Covered Entity in gathering the information necessary to notify the affected individuals. Specifically, Business

Associate agrees to cooperate with the Covered Entity to ensure that all such Breach notices are sent to the affected individuals without unreasonable delay, and in no case more than sixty (60) days from the discovery of the Breach. Business Associate agrees that it shall be solely responsible for all costs and expenses incurred as a result of the Breach, including costs associated with mitigation, preparation and delivery of the notices.

E. Policies and Procedures. The Covered Entity may, from time to time, provide Business Associate with applicable policies and procedures that relate to using, disclosing, maintaining and safeguarding PHI to the extent such policies and procedures, in whole or in part, relate to Business Associate's activities and obligations as described in the Agreement or this Addendum. Business Associate shall implement applicable policies and procedures as may be necessary to ensure compliance with HIPAA and ARRA.

II. TERM AND TERMINATION

A. Term. This Addendum shall terminate when the Business Associate no longer performs the Services for the Covered Entity and the termination requirement of Section II.C. are satisfied.

B. Failure to Comply with HIPAA Obligations.

1. Mitigation Obligation. If Business Associate violates any of its obligations under Section I, Business Associate, at its sole cost and expense, shall promptly take all steps necessary to mitigate the harmful effects of such violation, if any.

2. Termination. If Business Associate notifies the Covered Entity, or the Covered Entity otherwise has reason to believe, that Business Associate has violated a material term of any of the requirements set forth in this Addendum, and the Covered Entity, in its discretion, believes that a cure of such violation is possible, the Covered Entity shall provide Business Associate with a period of five (5) days to cure the breach or end the violation and if Business Associate does not cure the breach or end the violation within five (5) days after receiving notice of breach from the Covered Entity, the Covered Entity shall have the right to terminate this Addendum and the Agreement or if termination is not feasible, report the violation to the Secretary. Notwithstanding the foregoing, if Business Associate breaches a material term of this Addendum and the Covered Entity determines that cure of such violation is not possible, the Covered Entity shall have the right in its sole discretion to immediately terminate this Addendum and the Agreement.

C. Effect of Termination. Except as set forth in this Section II.C., upon termination of this Addendum for any reason, at the discretion of the Covered Entity, Business Associate shall return or destroy all PHI received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity. This

provision shall also apply to PHI that is in the possession of employees, representatives, subcontractors or agents of Business Associate. Business Associate and its employees, agents, representatives, and subcontractors shall not retain any copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Covered Entity written notification of the conditions that make return or destruction infeasible. If the Covered Entity agrees that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, if the parties determine that return or destruction of PHI is infeasible, Business Associate shall continue to make PHI available to the Covered Entity, so that the Covered Entity can comply with HIPAA.

III. MISCELLANEOUS

A. Recitals. The Recitals at the beginning of this Addendum are hereby incorporated in this Addendum in their entirety.

B. State Law Requirements. To the extent the applicable laws and regulations of any state that applies to this Addendum are More Stringent than those set forth under HIPAA or ARRA, any Use or Disclosure of PHI by Business Associate shall be made in accordance with such laws or regulations.

C. Training of Business Associate’s Employees. Business Associate represents and warrants to the Covered Entity that Business Associate's employees, agents, representatives, and subcontractors who will have access to PHI will (1) receive general HIPAA-related training and education, as well as annual refresher training, (2) be familiar with and receive training related to state and federal data breach notification laws and requirements, and (3) have specific knowledge of Business Associate's HIPAA-related responsibilities and contractual requirements to the Covered Entity (including applicable state law), in each case prior to being allowed to have access to the Covered Entity's PHI. In addition, Business Associate agrees to document employee HIPAA-related training as described in this Addendum, and provide evidence of such training, upon request, to Covered Entity.

D. Interpretation. Any ambiguity in any term or condition of this Addendum shall be resolved in favor of a meaning that permits the Covered Entity to comply with HIPAA, the ARRA and applicable state laws as well as rules, regulations and guidance promulgated thereunder.

E. Changes or Modifications to HIPAA. If HIPAA or ARRA are modified, and/or additional regulations are issued pursuant to HIPAA or ARRA, this Addendum and the Agreement shall be automatically amended to comply with applicable regulations and/or standards to which Covered Entity and/or Business Associate are or may be subject.

F. Indemnity for Third Party Claims. Business Associate shall indemnify, defend and hold the Covered Entity and their respective members, directors, officers, shareholders, employees, representatives, subcontractors, agents, attorneys, successors, and assigns, as applicable, harmless from and against any and all third-party claims, damages, liabilities, judgments, fines, assessments and/or other losses and expenses (including reasonable attorneys' fees) arising out of or relating to any failure by Business Associate to comply with the terms of this Addendum (including any HIPAA-related obligations or applicable state law).

G. Injunctive Relief. Business Associate agrees that the remedies at law for a breach by it of the terms of this Addendum may be inadequate and that monetary damages resulting from such breach may not be readily measured. Accordingly, in the event of a breach or threatened breach by Business Associate of the terms of this Addendum, the Covered Entity shall be entitled to immediate injunctive relief. Nothing herein shall prohibit the Covered Entity from pursuing any other remedies that may be available to it for such breach.

H. Survival. The obligations of Business Associate under Sections I.D., II.C and III.F of this Addendum shall survive the termination of this Addendum and the Agreement.

I. Effect of Addendum. If there are any conflicts between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.

J. No Third Party Beneficiaries. Except as otherwise provided for under HIPAA, ARRA or this Agreement, there are no third party beneficiaries to this Addendum. Business Associate’s obligations are to the Covered Entity only.