

Exhibit A

MASTER BROKER AND SERVICES AGREEMENT

by and between

Horizon Healthcare Services, Inc., d/b/a Horizon Blue Cross Blue Shield of New Jersey

and

<MASTER BROKER NAME>

This Master Broker and Services Agreement (“**Agreement**”) is entered into as of January 1, 2014 (“**Effective Date**”) between Horizon Healthcare Services, Inc., d/b/a Horizon Blue Cross Blue Shield of New Jersey on behalf itself and its affiliates (“**Horizon BCBSNJ**”), with its principal place of business at Three Penn Plaza East, Newark, NJ 07105, and _____ (“**Master Broker**”), with its principal place of business at _____. For purposes of this Agreement and any of its Exhibits, Statements of Work, and Addendums, “**Parties**” shall mean Horizon BCBSNJ and Master Broker and “**Party**” mean either of them individually.

WHEREAS, Horizon BCBSNJ and its affiliates are carriers duly organized under New Jersey and applicable jurisdictions’ laws to provide insurance products and services and Master Broker is an entity duly licensed in all relevant jurisdictions to engage in insurance brokerage business;

WHEREAS, Horizon BCBSNJ desires to engage Master Broker to provide insurance brokerage services to solicit and submit applications for the issuance of Horizon BCBSNJ insurance products and for Master Broker to provide services in connection with it;

WHEREAS, this Agreement sets forth the general terms and conditions applicable to Master Broker’s services to Horizon BCBSNJ, including any services required under any applicable Statements of Work under this Agreement; and

WHEREAS, this Agreement supersedes and replaces any prior or inconsistent agreement, negotiations, representations, or promises, written or oral, between the Parties with respect to the subject matter of this Agreement and such prior agreement, negotiations, representations, or promises shall be null and void.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Horizon BCBSNJ and Master Broker hereby agree as follows:

SECTION 1: DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following definitions of words and terms shall apply wherever they appear in this Agreement:

- 1.1 **Benefit Plan** means any Horizon BCBSNJ health and/or ancillary coverage product that Horizon BCBSNJ is lawfully authorized to sell to a Customer.
- 1.2 **Master Broker** means the Master Broker that is licensed and appointed by Horizon BCBSNJ to solicit Customers to purchase a Benefit Plan
- 1.3 **Broker of Record** means a legally eligible person or entity designated by a Customer to serve as its insurance agent, broker or producer that Horizon BCBSNJ may compensate under the terms of this Agreement.
- 1.4 **Claim** means payments made by Horizon BCBSNJ for services and supplies related to benefits covered under a Customer’s Benefit Plan. Such expenses may include, but are not limited to: 1) fee-for-service payments; 2) Capitation payments; 3) care coordination fees; 4) outcome based performance payments based upon quality and/or cost effectiveness measures; and 5) costs associated with Horizon BCBSNJ programs designed to reduce overall medical expenses and the rate of growth in such expenses. Horizon BCBSNJ may routinely amend this definition at its sole discretion consistent with the Benefit Plans offered by it to the Customers.

- 1.5 **Customer(s)** means an individual or entity that has a contract with Horizon BCBSNJ for Horizon BCBSNJ to provide individual or group coverage under a Benefit Plan. For purposes of this Agreement, Customers shall be limited to; (1) Individuals that are either a *qualified individual* as defined in 45 CFR 155.20 or an individual that is an “eligible person” as defined in NJAC 11:20-1.2; (2) a “Small Employer” as defined in NJAC 11:21-1.2; and (3) a group health plan with an eligible employee count of 51 to 99 until such time the Affordable Care Act’s provision expands the small employer market to include employers with an employee count of 51 to 99.
- 1.6 **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as amended.
- 1.7 **Proprietary Business Information** means information about Horizon BCBSNJ’s or Master Broker’s business that is confidential, proprietary, a trade secret or is not readily available to the general public, including information that has been designated by Horizon BCBSNJ or Master Broker as being confidential or proprietary.
- 1.8 **Service(s)** means services performed or deliverables required under any Statements of Work under this Agreement.
- 1.9 **SOW(s)** means any Statement of Work that is executed between the Parties as part of this Agreement.
- 1.10 **Sub-Producer(s)** means a duly licensed insurance brokerage entity assigned by Master Broker to solicit or service Customers in compliance with the terms and conditions of this Agreement.

SECTION 2: RELATIONSHIP OF THE PARTIES

- 2.1 [REDACTED]
- 2.3 **Subcontractors.** Master Broker shall remain wholly responsible for its obligation to Horizon BCBSNJ hereunder in the event of any failure of a subcontractor to perform as required pursuant to this Agreement or any applicable SOW. Master Broker shall notify Horizon BCBSNJ of any subcontractors utilized, including the location of such subcontractor services, by providing written notice to Horizon BCBSNJ prior to the use of any subcontractors. Horizon BCBSNJ shall have the right to reject the use of any such Master Broker subcontractors where it determines in its sole discretion that it is impracticable under any applicable laws, regulations, rules, or governmental directive or otherwise presents a conflict of interest. In the event that Master Broker intends to use resources from outside the United States to fulfill its obligations under this Agreement or any of its SOWs, Master Broker shall immediately advise Horizon BCBSNJ and seek Horizon BCBSNJ’s prior approval.
- 2.4 **Regulatory Compliance.** Master Broker and Horizon BCBSNJ shall each comply with state and federal laws, rules, and regulations, now and hereafter, where applicable to the subject matter of this Agreement.
- 2.5 **Independent Contractors.** The relationship between Master Broker and Horizon BCBSNJ is that of independent contracting Parties. Master Broker and Horizon BCBSNJ shall not be deemed to be partners, joint venturers, or otherwise considered to be the employee or agent of one another. Further, the Parties expressly acknowledge that each party is at all times acting and performing as an independent contractor with respect to the other party. It is further expressly agreed that no work, act, commission or omission of either party (or any of its agents or employees) pursuant to the terms and conditions of this Agreement, shall be construed to make or render such party (or any of its agents or employees) an agent, servant, representative, or employee of, such other party.

Master Broker retains the right to exercise full control of, supervision over and responsibility for Master Broker’s performance hereunder except to the extent required under this Agreement or any applicable SOWs, including the employment, direction, compensation and discharge of Master Broker’s personnel, as well as compliance with workers’

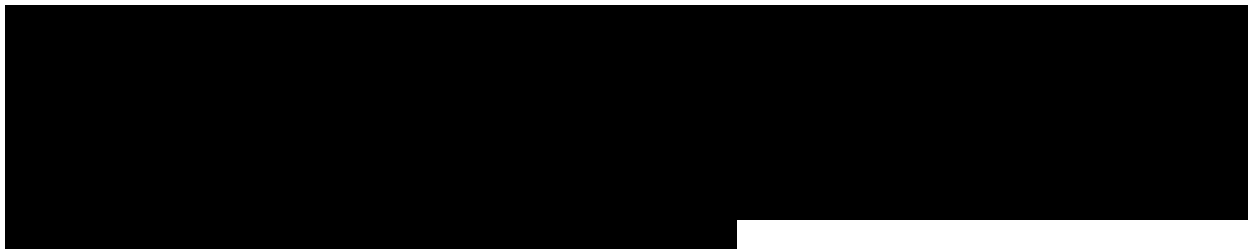
compensation, unemployment, disability insurance, social security, withholding, payment of taxes and assessments, and all other laws, rules, codes, regulations and ordinances governing such matters. Accordingly, Master Broker shall be responsible for all expenses incurred, including cost for licensure and any taxes applicable to its services, to perform under this Agreement and no other monies shall be due to Master Broker from Horizon BCBSNJ unless expressly agreed-to in this Agreement and its SOWs.

- 2.6 Independent Licensee of the Blue Cross and Blue Shield Association. This Agreement is between Master Broker and Horizon BCBSNJ only. Horizon BCBSNJ is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association"). This license permits Horizon BCBSNJ to use the Blue Cross and Blue Shield Service Marks in New Jersey ("Service Area"). Horizon BCBSNJ is not an agent of the Association and neither the Association nor any other independent Blue Cross and/or Blue Shield Plan are a party to this Agreement. Master Broker further acknowledges that this Agreement has not been entered into based upon representations by any person other than Horizon BCBSNJ, and no other person shall be held liable to Master Broker for any of Horizon BCBSNJ's responsibilities in this Agreement. This section does not add any obligations to this Agreement.

SECTION 3: INSURANCE BROKERAGE SERVICES – RIGHTS AND RESPONSIBILITIES OF MASTER BROKER

- 3.1 Master Broker Qualifications: Master Broker warrants that it is an entity in the insurance brokerage business in good standing with one or more Departments of Insurance, but at minimum, with the New Jersey Department of Banking and Insurance, during the life of this Agreement. Additionally, Master Broker shall warrant that it adheres to the following conditions:

3.1.1



- 3.1.2 Compliance with Horizon BCBSNJ Regulations: Master Broker shall comply with Horizon BCBSNJ underwriting regulations and other pertinent rules, policies, procedures, and written notices (collectively "Horizon BCBSNJ Regulations"). Horizon BCBSNJ shall provide Master Broker with access to Horizon BCBSNJ Regulations and Master Broker acknowledges that Horizon BCBSNJ may amend any Horizon BCBSNJ Regulations at its sole discretion. Such Horizon BCBSNJ Regulations, directives, and rules shall relate specifically to the administration, insurance brokerage service, Services, and other related functions in connection with a current or prospective Customer Benefit Plan.

- 3.2 Licensure. Master Broker must possess and maintain every license required by law to perform services under this Agreement or any applicable SOW, including in any state in which Master Broker conducts business under this Agreement or any of its SOWs. Master Broker must provide proof of licensure to Horizon BCBSNJ upon Horizon BCBSNJ's request and prior to any performance of work or Services. Master Broker is required to immediately notify Horizon BCBSNJ of any expiration, termination, revocation, suspension, or any other action by any governmental entity, including any Departments of Insurance that affects the licenses required to perform work or Services under this Agreement. Master Broker shall also be required to provide Horizon BCBSNJ with a copy of Master Broker's renewal license or evidence of renewal upon each renewal.

- 3.3 Appointment and Solicitation of Customers. Horizon BCBSNJ appoints Master Broker the authority to solicit prospective Customers to purchase, and existing Customers to continue, Benefit Plans from Horizon BCBSNJ in accordance with the terms of this Agreement. Master Broker shall submit Horizon BCBSNJ required paperwork or application for the issuance or continuance/renewal of Benefit Plans in connection with such Customers. Master Broker agrees to comply with the following terms and conditions in connection with its solicitation or renewal of Customers in Horizon BCBSNJ Benefit Plans:

- 3.3.1 Terms of Benefit Plans. Any proposals that Master Broker gives to a prospective or current Customer must accurately reflect Horizon BCBSNJ's terms of coverage under the applicable Benefit Plans, including but not limited to the benefits and premiums. Master Broker specifically acknowledges that it shall not be permitted to make any representation with respect to the terms of coverage except as may be contained in the written material furnished to it by Horizon BCBSNJ.

- 3.3.2 Changes to Terms of Benefit Plans. Master Broker is prohibited from making any modification or waivers of any terms or conditions of Horizon BCBSNJ Benefit Plans unless any such modification or waiver is specifically directed, or consented, by Horizon BCBSNJ in writing.
- 3.3.3 Application Information. Master Broker must accurately and completely record and submit to Horizon BCBSNJ all information required by Horizon BCBSNJ to enroll Customers under the applicable Benefit Plans.
- 3.3.4 Materials. Master Broker agrees that all printed materials, applications, sales literature and other written materials (collectively "Materials") furnished to it by Horizon BCBSNJ is Horizon BCBSNJ's property at all times. Materials shall be subject to Horizon BCBSNJ's control at all times and Master Broker shall use only the latest Materials authorized by Horizon BCBSNJ. If any material not provided or approved by Horizon BCBSNJ is used, Master Broker shall ensure that such materials are accurate, not misleading, and conform to the requirements of this Agreement or any applicable SOW. Horizon BCBSNJ agrees to furnish Master Broker with Materials that it deems necessary for Master Broker to perform under this Agreement.
- 3.3.5 Return of Materials. Master Broker agrees that it shall return all Materials at the earlier of the termination of this Agreement or upon request of Horizon BCBSNJ and provide reasonable written assurance as may be requested by Horizon BCBSNJ attesting to the return of Materials.
- 3.4 Broker of Record.
- 3.4.1 Designation of Broker of Record Required. Master Broker agrees to provide Horizon BCBSNJ with a duly executed Broker of Record letter signed by each Customer in a manner specified by Horizon BCBSNJ and Horizon BCBSNJ agrees to recognize Master Broker as the Broker of Record in accordance with the Broker of Record Letter until such time the Customer directs Horizon BCBSNJ otherwise. Master Broker's compensation under this Agreement for any Customer shall be conditioned upon the Master Broker's production of a duly executed Broker of Record letter and its continued designation as the Customer's Broker of Record. See *Exhibit C – Sample of Broker Record Form* for Horizon BCBSNJ accepted Broker of Record letter. Horizon BCBSNJ may update Exhibit C at its sole discretion from time to time.
- 3.4.2 Change to Broker of Record. Master Broker acknowledges that Horizon BCBSNJ will recognize a request to change the Customer's Broker of Record only from a duly authorized representative of the Customer. The effective date of the change shall be determined in accordance with Horizon BCBSNJ's policy and Horizon BCBSNJ shall have the right to determine the acceptance of such effective date. Unless otherwise instructed by a future Horizon BCBSNJ Regulation, Broker of Record changes are effective on the billing cycle date of the later of the requested month or the month following the date of receipt of the notification by Horizon BCBSNJ.
- 3.5 Broker Training. Master Broker must complete all trainings required by Horizon BCBSNJ within the timeframe and to the satisfaction of Horizon BCBSNJ. Master Broker must also ensure that any persons or entities acting on its behalf, including any Sub-Producers, comply with Horizon BCBSNJ training requirements. Master Broker shall promptly demonstrate completion of Horizon BCBSNJ training requirements as requested by Horizon BCBSNJ.
- 3.6 Sub-Producers. Master Broker may assign Sub-Producers to act on its behalf for purposes of soliciting insurance applications under this Section. Sub-Producers assigned by Master Broker shall comply with the terms and conditions of this Agreement and any of its SOWs. Further, Master Broker shall assume all responsibilities for the actions of its Sub-Producers. Additionally, the following terms and conditions shall apply with respect to any assigned Sub-Producer:
- 3.6.1 Licensure of Sub-Producers. Master Broker acknowledges that its responsibilities relating to licensure under Section 3.2 of this Agreement extends to any Sub-Producers it may assign. To that extent, Master Broker shall cause Sub-Producers to produce proof of licensure and notify any change in such licensure in accordance with Section 3.2.
- 3.6.2 Appointment of Sub-Producers. Master Broker shall assign Sub-Producers soliciting insurance applications in the State of Pennsylvania only upon Horizon BCBSNJ's appointment of such Sub-Producers.
- 3.6.3 Rights to Records. In the event Horizon BCBSNJ requests any records or audits in connection with this Agreement, Master Broker shall be entirely responsible for any Sub-Producer's obligation to comply with such requests. If any of Master Broker's Sub-Producer fails to comply with such requests, Horizon BCBSNJ may preclude Master Broker to assign its power to solicit insurance applications, including any of its obligations and benefits under this Agreement to said Sub-Producer in accordance with Section 3.6.3.
- 3.6.4 Training and Use of Materials. Master Broker shall ensure each Sub-Producer's timely completion of any Horizon BCBSNJ required trainings and shall be solely responsible for providing all Sub-Producers with all necessary

Materials for Sub-Producers to comply with the terms of this Agreement or any applicable SOWs. Horizon BCBSNJ may request Mater Broker to promptly demonstrate its Sub-Producers' completion of the required training(s).

3.6.5 Sub-Producer Agreements. Master Broker shall assign Sub-Producers only upon the execution of a written agreement with any assigned Sub-Producer causing said Sub-Producer to acknowledge and adhere to the terms and conditions of this Agreement. Any such written agreement shall specifically address compliance with Horizon BCBSNJ Regulations, including Horizon BCBSNJ underwriting rules and compliance programs as well as the Sub-Producer's obligation to affirmatively cooperate with any Horizon BCBSNJ audit, investigation, or fraud related inquiries. Further, as part of its arrangement with the Sub-Producers, Master Broker agrees to implement adequate oversight and compliance programs to monitor its assigned Sub-Producers' compliance with Horizon BCBSNJ Regulations, directives, rules, and all other applicable laws, regulations, and governmental directives.

3.6.6 Sub-Producer Compensation. Master Broker shall compensate any assigned Sub-Producer or selling agents at the prevailing rate of payment directed by Horizon BCBSNJ and shall periodically audit, based on a statistically valid sample, the accuracy and timeliness of compensation payments it makes to Sub-Producers. Horizon BCBSNJ shall have the automatic right to request periodic audit results and to require Master Broker to demonstrate compliance with this provision or any Horizon BCBSNJ Regulation pertaining to commission/compensation audits.

3.6.7 Sub-Producer Termination. Notwithstanding any provision in this Agreement to the contrary, Horizon BCBSNJ may require Master Broker to remove any Horizon BCBSNJ identified Sub-Producer to be barred from providing insurance brokerage services in connection with Horizon BCBSNJ Benefit Plans upon Horizon BCBSNJ's reasonable belief that said Sub-Producer has committed fraud, engaged in abusive conduct deviating from the generally accepted standard of care of a prudent person in like capacity, or has otherwise materially breached the terms of this Agreement, SOWs, or any Horizon BCBSNJ Regulation or directive. In such an event, Master Broker shall ensure that the Customers serviced by the assigned Sub-Producer will receive continued insurance brokerage and other services as required under this Agreement or any of its SOWs, either through itself or through another Master Broker assigned Sub-Producer, within 30 days of the receipt of a written notice from Horizon BCBSNJ requiring the removal of any assigned Sub-Producer.

3.7 Services. Master Broker acknowledges that Horizon BCBSNJ, at its sole discretion, may require Master Broker to perform additional services relating to the sales, enrollment, processing of Horizon BCBSNJ enrolled Customers and certain administrative services in connection with the Benefit Plans of such Customers (collectively such services referred to as "Services"). Services, to the extent not described in this Agreement, shall be the subject of any existing or future SOWs between the Parties. Master Broker expressly acknowledges that the execution of any such future SOW memorializing the Services required as part its responsibilities as being appointed as a Master Broker is a condition to this Agreement remaining in force. Failure to negotiate in good faith and to execute any such SOW shall permit Horizon BCBSNJ to terminate this Agreement for cause pursuant to Section 6 of this Agreement.

SECTION 4: INSURANCE BROKERAGE SERVICES – COMPENSATION OF MASTER BROKER

4.1 [REDACTED]

[REDACTED]

SECTION 5: SERVICES

- 5.1 Services. Master Broker shall perform Services in accordance with individual SOWs. Additionally, Master Broker understands that unless specifically delegated in this Agreement or in any of its SOWs, the administration of a Customer Benefit Plan is the responsibility of Horizon BCBSNJ and that Master Broker shall not directly or indirectly bill or otherwise collect premiums from any Horizon BCBSNJ enrolled Customers.
- 5.2 SOW Issuance. Each SOW will be governed by this Agreement. SOWs will become effective upon execution by an authorized representative of each Party. No SOW may change any of the terms of this Agreement as they apply to other SOWs.
- 5.3 Change of SOWs - General. Horizon BCBSNJ may direct changes in the SOW in any written communication provided that all changes in the SOW are agreed to by the authorized representatives of the Parties. Notwithstanding the above, Master Broker's failure to agree to reasonable changes or otherwise negotiate in good faith to effectuate the requested change shall be deemed a breach of this Agreement. If any change causes an increase or decrease in the time required for performing Services under the SOW, an equitable adjustment will be made to the delivery dates in accordance with the provisions setting forth the conditions and terms for adjustment under the applicable SOW.
- 5.4 Change of SOWs Due to Change in Law. Notwithstanding any other provision to the contrary, in the event mandatory changes to any SOW is necessary due to changes in law or regulations, Horizon BCBSNJ will notify Master Broker of the nature of such change and the effective date of such change pursuant to any applicable provisions of the SOW and Master Broker will immediately comply with such change, including Horizon BCBSNJ's interpretation of such laws and regulations as of the change date directed by Horizon BCBSNJ.

SECTION 6: TERMS AND TERMINATION

- 6.1 Term. This Agreement is effective as of the Effective Date and shall renew annually until such time it may be terminated.
- 6.2 Termination without Cause. Either Party may terminate this Agreement for any reason by providing the other Party with thirty (30) days advance written notice.
- 6.3 Termination for Cause. The non-breaching Party may terminate this Agreement or any SOW, in whole or in part, if the other Party commits a material breach and fails to remedy the breach within 30 days following the receipt of a written notice specifying the grounds for breach. For purposes of this Agreement, any breach by a Master Broker assigned Sub-Producer shall be deemed a breach by Master Broker except any fraudulent acts independently committed by its assigned Sub-Producers shall not be deemed a breach on part of Master Broker unless the Master Broker failed to adequately monitor or train, consistent with Horizon BCBSNJ Regulation or directives, such Sub-Producers. Additionally, the occurrence of any of the following shall be deemed a material breach that immediately terminates this Agreement as of the date of the occurrence without an opportunity for Master Broker to remedy the breach:
 - 6.3.1 Loss of Licensure. At any time during the term of this Agreement, Master Broker fails to maintain the licensure required to perform insurance brokerage services and receive Compensation for same;

- 6.3.2 Disciplinary Action. Horizon BCBSNJ may terminate this Agreement or any SOW, in whole or in part, by providing Master Broker with written notice, effective upon the receipt of such notice, if Master Broker becomes the subject of a disciplinary action by one or more governmental entities, including the temporary suspension, revocation, or conditioning of its authority to perform insurance brokerage services or any Services under this Agreement or its SOWs; and
- 6.3.3 Fraud. At any time during the term of this Agreement, Master Broker commits a fraudulent act or fails to adequately monitor or train any of its assigned Sub-Producers who engage in a fraudulent act, which shall be solely determined by Horizon BCBSNJ on any reasonable grounds. Additionally, Master Broker's failure to provide good faith and reasonable cooperation with any Horizon BCBSNJ fraud investigation, including Master Broker's failure to cooperate in the production of records and causing any of its assigned Sub-Producers to produce records, reports, and other Horizon BCBSNJ requested documentation, shall constitute a material breach of this Agreement.



- 6.4 Effect of Termination. The following terms shall govern Master Broker's eligibility for Compensation and ability to place Benefit Plans to Customers upon termination of this Agreement:
- 6.4.1 Compensation upon Termination without Cause. In the event Horizon BCBSNJ terminates this Agreement without cause pursuant to Section 6.2, Horizon BCBSNJ will continue to pay Master Broker for a period of thirty-six (36) months following the effective date of termination of this Agreement for the base commission at the prevailing commission level in effect at the time of payment for Customers that are "small employers" as defined in NJAC 11:21-1.2 that are placed by Master Broker prior to the termination for which the Master Broker continues to be designated as the Broker of Record by such small employer Customer. Master Broker must be eligible for Compensation and the particular small employer Customer must be eligible for commission payment during the life of such payment in accordance with Section 4. Master Broker acknowledges that no Compensation is due for Customers that are not small employers (i.e. individual and large employer Customers) after the termination date when this Agreement is terminated without cause. Further, no Compensation is due upon termination of this Agreement when Master Broker terminates this Agreement without cause.
- 6.4.2 Compensation upon Termination for Cause. If this Agreement is terminated by Horizon BCBSNJ for cause in accordance with Section 6.3 of this Agreement, Master Broker will no longer be eligible for payment of any and all Compensation as of the date for which the event giving rise to the termination for cause occurs. Horizon BCBSNJ shall immediately cease payment of all Compensation to Master Broker. Master Broker acknowledges and agrees that any Compensation paid by Horizon BCBSNJ after the date for which the event giving rise to the termination for cause occurs (for example, the date for which Master Broker engages in a fraudulent act or experiences a loss of licensure) is an overpayment subject to recoupment under this Agreement.
- 6.4.3 Compensation upon Termination based on Insolvency and Acquisition or Merger. With respect to termination caused by the insolvency and acquisition or merger of Master Broker pursuant to Section 6.4 above, any future Compensation shall cease immediately upon the effective date of such notice.
- 6.4.4 Discontinuance of Authority to Solicit. Master Broker shall not be permitted to solicit, renew, or otherwise sell Benefit Plans to current or prospective Customers upon the termination of this Agreement.

- 6.4.5 Transition Assistance. In the event Master Broker is terminated under this Agreement or SOW, whether whole or in part, it shall reasonably cooperate with Horizon BCBSNJ to transition any work or Services performed under this Agreement. Horizon BCBSNJ agrees to negotiate in good faith with Master Broker to compensate Master Broker for any reasonable costs it may incur for any additional services it may be required to perform as of result of providing such transition assistance.
- 6.5 Termination of Appointment or Authority Sell. Horizon BCBSNJ may terminate Master Broker's appointment or authority to place Benefit Plans with Customers without terminating this Agreement or its SOWs in whole. Horizon BCBSNJ and Master Broker agrees to negotiate in good faith on any subsequent payment, consideration, and responsibilities of the Parties upon the termination of Master Broker's appointment or authority to sell.

SECTION 7: AUDIT

- 7.1 Audit. For a period of 3 years after termination or expiration of this Agreement or for the period prescribed by applicable law or governmental directive, whichever period is longer, Horizon BCBSNJ will have the right in connection with an examination of Horizon BCBSNJ or to insure compliance with the terms of this Agreement, including any Horizon BCBSNJ policies or regulations and this Agreement's SOWs, to conduct an audit in accordance with any Horizon BCBSNJ auditing plan, for which the scope and frequency of audit shall be at the sole discretion of Horizon BCBSNJ.
- 7.1.1 Access. Master Broker shall provide to Horizon BCBSNJ, its auditors (including internal audit staff and external auditors), inspectors, governmental regulators, and other representatives as Horizon BCBSNJ may from time to time designate in writing, access at all reasonable times upon twenty-four (24) hours' notice, to any facility or part of a facility at which Master Broker or any of its Sub-Producers performs work or Services under this Agreement or its SOWs, to Master Broker and Sub-Producer personnel (including any of its subcontractors), and to data and records relating to the work and Services performed hereunder for the purpose of audits and inspections of Master Broker or any of its Sub-Producer or subcontractors.
- 7.1.2 Scope. The scope of auditing plan may include, but is not limited to, audit plans to ensure compliance with: (a) the terms and conditions of this Agreement; (b) Horizon BCBSNJ Regulations, protocols, rules, directives, and procedures as may be specified under this Agreement, its SOWs, or by Horizon BCBSNJ from time to time; (c) confidentiality requirements of Proprietary Business Information or other information protected under the BAA; (d) regulatory compliance; (e) specific performance under this Agreement or any SOW; (f) any system requirements, including security practice, procedures, disaster recovery and back-up requirements; and (g) record keeping requirement.
- 7.1.3 Cooperation. Master Broker shall cooperate with any of Horizon BCBSNJ's designees, including its internal audit staff, to fulfill any audit requests. Master Broker shall ensure that each of its Sub-Producers provide full cooperation to Horizon BCBSNJ in the course of any audit or request for records in support of such audits or investigations.
- 7.2 Audit Follow-Up and Corrective Action Plan. Following an audit or examination, Horizon BCBSNJ, or any of its designees, may conduct an exit conference with Master Broker and its assigned Sub-Producers. Horizon BCBSNJ may require Master Broker to produce a Corrective Action Plan ("CAP") in connection with any audit findings or upon the conclusion of an audit exit conference. Horizon BCBSNJ at its discretion may accept or reject any Master Broker CAP. Master Broker acknowledges that Master Broker or its Sub-Producers' failure to adhere to the CAP is a material breach of this Agreement.
- 7.3 Cost of Audit. Horizon BCBSNJ shall be solely responsible for any audits performed against Master Broker. Notwithstanding this provision, Master Broker agrees to reimburse Horizon BCBSNJ for all reasonable costs or expenses it may incur in connection with audits arising out of fraud or intentional misrepresentation by Master Broker.
- 7.4 Order of Priority. The Parties agree that in the event a SOW contains a specific audit provision, the specific audit provision in the applicable SOW shall govern.
- 7.5 Quality Assurance Programs. Master Broker expressly agrees to abide by any Quality Assurance Programs determined in the sole discretion of Horizon BCBSNJ. Horizon BCBSNJ agrees to provide Master Broker with thirty (30) days advance written notice of the program details prior to it becoming subject to any Horizon BCBSNJ Quality Assurance Programs.

SECTION 8: RECORDS AND REPORTS

- 8.1 Record Retention. Master Broker will retain and preserve all records and materials, including enrollment and Compensation records, pertaining to the insurance brokerage services or Services delegated under any SOW or under this Agreement for a period of 10 years after the expiration or termination of this Agreement or for the period prescribed by applicable law,

whichever period is longer. Thereafter, Master Broker will not destroy or dispose of or allow the destruction or disposition of such records and materials without first offering, in writing, to deliver such records and materials or copies thereof to Horizon BCBSNJ. If Horizon BCBSNJ fails to request such records and materials within 90 days after receipt of the written offer, Master Broker may destroy or dispose of such records and materials in a manner consistent with the confidentiality and security provisions of this Agreement.

- 8.2 Right to Documents. Unless otherwise provided, all documents relating to the Benefit Plan, including any materials submitted by a Customer in connection with the Benefit Plan shall be Horizon BCBSNJ's property to the extent any such documents does not include Master Broker's Proprietary Business Information. In the event such documents include confidential information of Master Broker, Horizon BCBSNJ agrees to safeguard the information in accordance with the confidentiality provisions of this Agreement. Upon termination of this Agreement, Horizon BCBSNJ has the right, upon 30 days advance written request, to have available documentation returned. Where return of document is impracticable, Master Broker shall destroy any requested documents in accordance with Horizon BCBSNJ direction.
- 8.3 Reports. The following routine reports shall be due from the respective Party in addition to any other reports required under any SOW:
- 8.3.1 Horizon BCBSNJ Reports. Horizon BCBSNJ agrees to remit to Master Broker a commission statement on a monthly basis depicting the Benefit Plans sold, the premiums collected and commissions paid thereon in addition to any other payments as part of Master Broker's Compensation that is paid at such time.
- 8.3.2 Master Broker Reports. Master Broker agrees to remit to Horizon BCBSNJ, at its sole cost, within thirty (30) days, such reports as reasonably required by Horizon BCBSNJ, detailing its performance and activities under this Agreement. Master Broker attests to the accuracy and completeness of the information contained in any such Horizon BCBSNJ required reports.

SECTION 9: WARRANTIES

- 9.1 Standard of Care. Master Broker shall act with the care, prudence and diligence that a prudent person acting in like capacity and familiar with such matters would use under similar circumstances and in such manner as to comply with all applicable laws.
- 9.2 General Warranties. Master Broker warrants that: (1) each of its personnel has the proper skill, training and background necessary to accomplish his or her assigned tasks; and (2) all insurance brokerage services and Services deliverable under any SOW will be performed in a competent and professional manner by qualified personnel under the direction and control of Master Broker and in accordance with the highest standards in the industry provided by reputable service providers performing services of a similar nature.
- 9.3 Authorization to Perform. Each Party represents that it is duly organized and authorized to enter into this Agreement and to perform all obligations; and that it is not a party to any Agreement with a third party which would restrict its ability to perform its obligations under this Agreement. Master Broker will promptly notify Horizon BCBSNJ of any action taken by or against it that could result in a breach of Master Broker's obligations or representations under this Agreement.

SECTION 10: INDEMNIFICATION AND REMEDIES

- 10.1 General Indemnification. The Parties agree that each Party will, at its expense, defend, hold harmless and indemnify the other Party and its subsidiaries, affiliates, and agents, and their respective officers, directors, and employees (collectively the "Indemnitees" and the Party indemnifying the Indemnitees being referred to as the "Indemnitor") from and against any and all third party claims and related loss, cost, expense, damage, claim, demand, penalties (including any civil or monetary penalties imposed by any governmental bodies) or liability, including reasonable attorney and professional fees and costs, and the cost of settlement, compromise, judgment, or verdict incurred by or demanded of an Indemnitee (collectively such losses being referred to as the "Loss") to the extent the liability therefor was the result of the Indemnitor's negligence; imprudence; willful misconduct; malfeasance; fraudulent acts; or breach of this Agreement or applicable law. No termination of this Agreement shall reduce the Parties' obligations under this provision.
- 10.2 Indemnification Procedure. Unless otherwise expressly stated in an applicable SOW, the Parties will follow this procedure. Horizon BCBSNJ will notify Master Broker as promptly as practicable of any claim or suit. Upon the election of Horizon BCBSNJ, Master Broker will be entitled to control the defense and investigation of such claim and to employ and engage attorneys reasonably acceptable to Indemnitees to handle and defend the same, at Master Broker's sole cost and expense. If so elected, Indemnitees will cooperate in all reasonable respects in the investigation, trial and defense of such claim and any appeal arising therefrom; provided, however, that any Indemnitee may at any time, at its own cost and expense, participate or

preclude Master Broker from defending, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim by Master Broker will be entered into without the Indemnitor's consent, which will not be unreasonably withheld or delayed. In the event Horizon BCBSNJ and Master Broker are co-defendants in litigation, the Parties will cooperate in good faith with each other to defend, settle, compromise, or otherwise resolve such litigation consistent with the terms of this Agreement. Provided, however, the Parties will not be obligated to cooperate or assist in the event of litigation between the Parties or in the event of litigation in which the Parties have opposing interests.

- 10.3 Remedies. Unless expressly provided otherwise, all Horizon BCBSNJ remedies set forth in this Section or any other provision of this Agreement are in addition to, and will in no way limit, any other rights and remedies that may be available to Horizon BCBSNJ at law or in equity.

SECTION 11: LIMITATION ON LIABILITY

- 11.1 Limit on Types of Damages Recoverable. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The limitation set forth in this Section will not apply with respect to: (a) claims for either Party's breach of its obligations with respect to the care and use of the other's Proprietary Business Information, (b) claims for which Master Broker is obligated to indemnify Horizon BCBSNJ under this Agreement, (c) claims for bodily injury or death or physical damage to tangible property resulting from either Party's negligence or willful misconduct, (d) any claims resulting from either Party's fraudulent or willful misconduct, or (e) any civil or monetary penalties that may be assessed by any governmental entities as a result of either Party's negligence, omission, willful misconduct, or fraudulent acts.

SECTION 12: INSURANCE

- 12.1 Insurance. Master Broker will maintain and carry liability, cyber security, and fiduciary insurance which includes, but is not limited to, errors and omission in a sum no less than \$15 million per claim and \$15 million in the aggregate, workers' compensation in an amount no less than the applicable statutory minimum requirement, and professional liability in a sum no less than \$5 million, during and for a period of at least 3 years after completion of its performance under this Agreement or any Services performed under a SOW, with insurance carriers with an AM Best rating of no less than A- or equivalent. This insurance will be specifically endorsed or otherwise name Horizon Healthcare Services, Inc. and its affiliates as additional insureds, except for the workers' compensation and professional liability. Before commencement of any insurance brokerage services or Services under this Agreement, Master Broker will provide to Horizon BCBSNJ evidence, in the form of one or more certificates of insurance, that Master Broker maintains the described insurance. Except where prohibited by law, Master Broker will require its insurers to waive all rights of recovery or subrogation against Horizon BCBSNJ and its affiliates, and its and their respective officers, directors, shareholders, employees, and agents.

SECTION 13: CONFIDENTIAL INFORMATION

- 13.1 

- 13.2 Confidentiality of Protected Health Information. Any examination of individual Claim or benefit payment records will be carried out in a manner agreed to between the Parties, designed to protect the confidentiality of protected health information. The Parties shall disclose only the minimum necessary information to carry out such examination and shall design their protocols to comply with applicable federal and state laws and regulations. In performing the services hereunder, Master Broker shall handle personal health information in accordance with the terms of *Exhibit D - Business Associate Addendum* (the "BAA") that it has entered into with Horizon BCBSNJ.

- 13.3 Sharing of Information with Governmental Agencies. Master Broker acknowledges and agrees that Horizon BCBSNJ shall have the right to share relevant information with the authorized administrators (or their agents) of state or federal government programs for the purpose of lawful reporting activities or in connection with any governmental inquiries.
- 13.4 Confidentiality of Other Information. Master Broker agrees to use any Proprietary Business Information that Horizon BCBSNJ makes available solely for the purpose of performing work or delivering Services under this Agreement or its SOWs. In addition to any other remedies or indemnification provided in this Agreement, Master Broker agrees to defend at Master Broker's sole expense, indemnify and hold Horizon BCBSNJ harmless for any claim, action, or loss that may arise at any time in the future due to Contract Holder's unauthorized use or release of this information. Furthermore, Master Broker's use of the information for another purpose will be deemed a material breach of this Agreement subject to termination for cause. This provision will continue in effect after termination of this Agreement for any reason. Notwithstanding the above, Master Broker agrees that Horizon BCBSNJ has the right to use, solely for its business purposes, any ideas, methods, techniques, materials and information provided to it or otherwise obtained by Horizon BCBSNJ as a result of this Agreement or any SOW without restriction, liability or obligations, except as may be specified in this Agreement or any SOW.
- 13.5 Safeguard of Proprietary Business Information. Each Party will limit the use of the other's Proprietary Business Information to only the information required to perform its respective obligations under this Agreement, to administer Customer Benefit Plans, or as otherwise specifically permitted under this Agreement. Each Party agrees to take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of the other Party's Proprietary Business Information, and agrees to protect the confidentiality of the other Party's Proprietary Business Information in the same manner that it protects the confidentiality of its own Proprietary Business Information of like kind, but in no event shall either Party exercise less than reasonable care in protecting the other Party's Proprietary Business Information. Neither Party will disclose the other's Proprietary Business Information to any person nor entity other than to the disclosing Party's employees, subcontractors or representatives needing access to such information to perform under this Agreement or as otherwise allowed under this Agreement. This provision shall survive termination of this Agreement.
- 13.6 Return. Recipient will return or destroy, at Discloser's discretion, Proprietary Business Information and all copies upon the earlier of Discloser's written request or termination of this Agreement and will certify in writing to such return or destruction within 30 days.
- 13.7 Security Terms and Conditions. Where applicable for its performance under this Agreement or its SOWs, Master Broker will comply with Horizon BCBSNJ's ISG Third Party Security Policy and Standard, as amended from time to time and at the sole discretion of Horizon BCBSNJ, which the Policy and Standard is attached as *Exhibit B* to this Agreement. Any changes to the ISG Third Party Security Policy and Standards will be communicated to the Master Broker.
- 13.8 Security Breach. Master Broker shall notify Horizon BCBSNJ promptly of any security breach occurring within Master Broker's systems or associated with Master Broker-managed services that results in unauthorized access, use or disclosure of Proprietary Business Information (such disclosures referred to as a "Security Breach") with a detailed description of the Security Breach, including the type of data that was the subject of the Security Breach, the identity of each affected person – if any, and any other information Horizon BCBSNJ may reasonably request concerning such affected persons and the Security Breach. Master Broker agrees to take action promptly, at its own expense, to investigate the Security Breach and to identify, prevent and mitigate the effects of any such Security Breach, and to carry out any recovery or other action necessary to remedy the Security Breach, including mailing notices to affected persons as may be required by applicable laws, regulations, government agencies, local data protection authorities or Horizon BCBSNJ policies and practices. Prior to Master Broker's release, publication or communication to any third party of any such notices and/or filings, communications, notices, press releases, or reports other filings, press releases, or reports related to any Security Breach (collectively, "Breach Notices"), Master Broker will first obtain prior written approval from Horizon BCBSNJ if and to the extent that (a) Horizon BCBSNJ or its affiliates are specifically named or referenced in such Breach Notices, (b) when Horizon BCBSNJ Proprietary Business Information and/or systems are involved or affected, or (c) when Horizon BCBSNJ has or may have certain independent legal, regulatory or contractual obligations as a result of the Security Breach. Subject to the foregoing, Master Broker agrees that it will respond promptly and fully, and cooperate with respect to any and all inquiries from Horizon BCBSNJ or any regulatory, government or local data protection authority regarding such Security Breaches. Master Broker shall indemnify, defend and hold Horizon BCBSNJ harmless and shall reimburse Horizon BCBSNJ for all reasonable costs, losses, damages and expenses relating to or resulting from any Security Breach. These costs, losses, damages and expenses may include the cost of Breach Notices, credit monitoring, use of a call center, or other programs associated with Horizon BCBSNJ's investigation of, and response to, the Security Breach or any other reasonable cost relating to or resulting from any Security Breach.
- 13.9 Subpoenas or Required Disclosures. If the Party receiving Proprietary Business Information ("Recipient") receives a subpoena or other validly issued administrative or judicial process demanding the Proprietary Business Information of the disclosing Party ("Discloser"), Recipient shall promptly notify the Discloser of such receipt and reasonably cooperate with

the Discloser in seeking a protective order or otherwise protecting the confidentiality of such Proprietary Business Information, at the expense of the Discloser. Recipient shall thereafter or sooner if so legally required, be entitled to comply with such subpoena or other process to the extent required by law.

- 13.10 Injunctive Relief. Since the violation by either Party of the provisions of this Section 13 would cause irreparable injury to the other Party and there is no adequate remedy at law for such violation, Horizon BCBSNJ and Master Broker will have the right, in addition to any other remedies available to it at law or in equity, to seek injunctive or other equitable relief, including temporary injunctive relief until such time as a court of competent jurisdiction can hear an application of notice to the Party sought to be enjoined, for any failure of a Party to comply with express obligations under this Agreement or as otherwise provided in this Agreement.
- 13.11 Exclusions. With the exception of Protected Health Information, this Agreement imposes no obligation upon Recipient if Recipient can demonstrate that the Confidential Information: (a) was rightfully in Recipient's possession before receipt from Discloser and was not accompanied by a duty of confidentiality; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party and is not accompanied by a duty of confidentiality; (d) is disclosed by Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by Recipient without use of Discloser's Confidential Information; or (f) is disclosed under operation of law, provided Recipient notifies Discloser and upon Discloser's request and at Discloser's cost cooperates in all reasonable respects to contest the disclosure or obtain a protective order or other remedy.

SECTION 14: MISCELLANEOUS

- 14.1 Entire Agreement and Modifications. The exhibits, schedules and other attachments to this Agreement are incorporated by reference. This Agreement contains the entire Agreement between the Parties and supersedes and replaces any prior or inconsistent agreements, negotiations, representations or promises, written or oral, between the Parties with respect to the subject matter hereof. Neither Party has relied on any promises, inducements or representations by the other, except those expressly stated in this Agreement.
- 14.2 Amendments. No modification of this Agreement will be binding on either Party unless set forth in writing and signed by an authorized representative of both Parties specifically stating it is amending this Agreement. No course of dealing, prior dealings, usage of trade or course of performance will be used to modify, supplement or explain any terms used in this Agreement. Notwithstanding this provision, Horizon BCBSNJ may amend this Agreement by providing written notice of the amendment and its effective date to Master Broker with thirty (30) days written notice, unless otherwise permitted under this Agreement or the other provisions of its SOWs, in accordance with the following:
- 14.2.1 Form of Amendment. Horizon BCBSNJ will provide written notice of the amended terms; and
- 14.2.2 Effective date.
- 14.2.2.1 Non-regulatory. Amendment will become effective at the Horizon BCBSNJ proposed date unless Master Broker notifies Horizon BCBSNJ of its objection to the proposed amendment or otherwise notifies Horizon BCBSNJ of its intent to terminate this Agreement without cause before such effective date; or
- 14.2.2.2 Regulatory. Amendment will become effective at the earlier of when directed by Horizon BCBSNJ or when the applicable laws, rules, or regulations become effective and this Agreement or any of its SOWs shall automatically conform to such laws.
- 14.3 Order of Precedence. If there is a conflict between or among the documents applicable to this Agreement, the order of precedence for resolving the conflict is (in descending order): (a) a fully signed SOW, but only for purposes of that particular SOW; (b) this Agreement; (c) the exhibits, schedules and other attachments to this Agreement; and (d) Horizon BCBSNJ's applicable specifications, plans, procedures, processes, descriptions and directions; provided, however, that in all events Master Broker agrees to abide by the BAA. For purposes of clarity, a fully signed SOW can only modify the terms of this Agreement as such terms relate solely to the scope and fees of the Services to be provided under that particular SOW.
- 14.4 Waiver. The failure of either Party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver of those provisions, nor will any failure prejudice the right of the Party to take any action in the future to enforce any provision.
- 14.5 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision will be severed from this Agreement; the remaining provisions will remain in full force and effect; and a similar legal, valid and enforceable provision will be substituted in lieu of the severed provision.

- 14.6 Headings and Captions. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of any provision of this Agreement.
- 14.7 Assignment. This Agreement, including the rights and obligations hereunder, or any SOW, shall not be assignable by Master Broker without the prior written consent of Horizon BCBSNJ, and any attempted or actual non-permitted assignment shall be void.
- 14.8 Notices. All notices relating to this Agreement ("Notices") must be in writing. Notices to the Parties will be sent to their respective addresses appearing below. Unless otherwise provided in this Agreement, any Notice will be deemed given on the date delivered if delivered personally; the next business day if sent by recognized overnight courier; 3 business days after being mailed certified first class mail, postage prepaid; or upon confirmation receipt that it was transmitted satisfactorily if transmitted by facsimile or email to addresses or numbers set forth below or as otherwise provided in writing by either Party.

If to Horizon BCBSNJ:

If to Master Broker:

[Redacted]

[Redacted]

[Redacted]

- 14.9 Non-Exclusivity. Nothing in this Agreement will restrict Horizon BCBSNJ's right to contract with any third party to provide or perform insurance brokerage services or services that are similar or identical to the Services under this Agreement or any SOW.
- 14.10 Advertising. Master Broker will not use Horizon BCBSNJ's name or marks or refer to or identify Horizon BCBSNJ in any advertising or publicity releases or promotional or marketing materials without Horizon BCBSNJ's prior written approval or compliance with Horizon BCBSNJ's brand guidance as may be updated from time to time. Furthermore, Master Broker will not claim or suggest, implicitly or explicitly, that Horizon BCBSNJ's use of its services constitutes Horizon BCBSNJ's endorsement of its services. Notwithstanding the above, Horizon BCBSNJ hereby consents to the use of its name in connection with the placement of Customers or providing services to any existing Customers. Master Broker acknowledges that the Blue Cross and Blue Shield Association owns the Blue Cross and/or Blue Shield marks and that this Agreement does not confer a license to Master Broker for the Blue Cross and/or Blue Shield marks. To the extent Horizon BCBSNJ provides Materials to Master Broker containing Horizon BCBSNJ names(s) and/or logos, Master Broker may use such materials for purposes of performing under this Agreement.
- 14.11 Survival. All provisions of this Agreement which by their nature should apply beyond its Term will remain in force after any termination or expiration of this Agreement or any SOW, including, but not limited to, those addressing the following subjects: Compensation; Records and Audit; Warranties; Indemnification and Remedies; Limitation of Liability, Confidential Information; Insurance; Severability; Notices; Advertising; Survival; Dispute Resolution - Executive Escalation; Governing Law and Forum; and Interpretation.
- 14.12 Dispute Resolution - Executive Escalation. The Parties will use their best efforts to settle any disputes, controversies or differences arising out of this Agreement ("Disputes"). Before the Parties initiate any legal action, other than injunctive relief, the Parties will consider using an executive conference. The conference will be attended by at least one executive from each Party. At the conference, each Party will present its view of the Dispute and the executives will enter into good faith negotiations in an attempt to resolve the Dispute. If the Dispute is not resolved, then either Party may pursue resolution of the Dispute consistent with the other terms of this Agreement. Notwithstanding this provision, Horizon BCBSNJ shall not be required to consider the use of an executive conference or settle any Disputes pertaining to suspicion of fraudulent conducts or other criminal and fraud related matters.

- 14.13 Force Majeure. Neither party to this Agreement shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or nonperforming party or its subcontractors.
- 14.14 Integrity and Compliance. When performing Services at Horizon BCBSNJ's facility, Master Broker personnel, including its Sub-Producers, will observe and comply with Horizon BCBSNJ's security procedures, rules, regulations, policies, working hours and holiday schedules. Master Broker will maintain an integrity and compliance program in compliance with laws applicable to the Master Broker and consistent with Horizon BCBSNJ's Vendor Code of Conduct that may be found at <http://www.HorizonBlue.com>.
- 14.15 Governing Law and Forum. To the extent not preempted by any federal law, the construction, interpretation and performance of this Agreement and all transactions under this Agreement will be governed by the laws of the State of New Jersey, without regard to or application of its principles or laws regarding conflicts of laws and the federal and state courts in New Jersey will have exclusive jurisdiction of any Dispute.
- 14.16 Counterparts. This Agreement may be signed in one or more counterparts (including faxed or electronically scanned copies), each of which will be deemed one and the same original. Reproductions of this executed original (with reproduced signatures) will be deemed to be original counterparts of this Agreement.
- 14.17 Interpretation. This Agreement has been negotiated at arm's length between Parties who are experienced and knowledgeable in the matters contained in this Agreement, and the Parties hereby agree that any statute, law or common law principles or other authority that would require interpretation of any ambiguities in this Agreement against the Party who has drafted it are not applicable and are hereby waived.
- 14.18 Subcontractors. Master Broker will be responsible for all its subcontractors and any act or omission of the subcontractor shall be deemed an action or omission from the Master Broker for the purpose of this Agreement or any SOW.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.