



Service Schedule

Insurance Broker (US) 



BY EXECUTING AN ORDER FORM THAT REFERENCES THIS INSURANCE BROKER (US) SERVICE SCHEDULE YOU AGREE TO THE TERMS OF THIS SERVICE SCHEDULE, AS IT MAY CHANGE FROM TIME TO TIME BY UPDATES TO WWW.LEAGUE.COM/US-INSURANCE-BROKER-SERVICE-SCHEDULE. THIS INSURANCE BROKER (US) SERVICE SCHEDULE GOVERNS YOUR USE OF THE SERVICES SET OUT HEREIN.

THIS INSURANCE BROKER (US) SERVICE SCHEDULE IS EFFECTIVE BETWEEN YOU AND US AS OF THE DATE OF YOU SIGNING THE ORDER FORM. TERMS NOT DEFINED IN THIS INSURANCE BROKER (US) SERVICE SCHEDULE SHALL HAVE THE MEANING SET FORTH IN THE MSA REFERENCED IN THE ORDER FORM.

1. Definitions.

"Application" has the meaning set forth in Section 8.1(a).

"Broker of Record" has the meaning set forth in Section 2.1.

"Compliance Benefits Service" has the meaning set forth in Section 6.1.

"Compliance Benefits Services Fee" means the amount specified adjacent to the heading *"Compliance Benefits Services Fee"*, under the heading *"Insurance Broker"* in the Order Form.

"Compliance Benefits Service Provider" has the meaning set forth in Section 6.1.

"Effective Date" means the date specified adjacent to the heading *"Effective Date"*, under the heading *"Insurance Broker"* in the Order Form.

"Order Form" shall mean the Order Form which refers to this Service Schedule or is attached or appended to.

"Policy Agreement" means an agreement between You and the Insurer, as may be replaced by a new agreement between You and an Insurer, as amended or renewed from time to time.

"Premiums" means premiums, commissions and other fees due to the Insurer in connection with the Program as provided in the Policy Agreement;

"Program" means an insurance program for Your Employees that provides for health, dental, disability, critical illness, life and/or other insurance pursuant to one or more Policy Agreements.

"Insurers" means one or more insurance companies that provide health, dental, disability critical illness, life and/or other insurance products to You or Your Employees in connection with the Program pursuant to one or more Policy Agreements.

"Service Schedule" means this Insurance Broker (US) Service Schedule

"Services" has the meaning set forth in Section 68.1(a).

"Service Schedule Term" has the meaning set forth in Section 5.

2. Broker of Record.

- 2.1. You shall promptly, and no later than one week after the Effective Date, appoint League Corp. as Your broker of record ("**Broker of Record**") with respect to each applicable Insurer(s) selected in connection with the Program in each applicable state or territory by executing and delivering the relevant form provided to You by Us.

3. Insurance Quotations.

- 3.1. You may already have entered into a Policy Agreement through which you provide a group insurance program to Your Employees ("**Existing Plan**"), or alternatively You intend to establish a new group insurance program for Your Employees ("**New Plan**", together with the "**Existing Plan**" a "**Program**").
- 3.2. If You intend to establish a New Plan:
 - (a) We shall coordinate the overall marketing process and use Our best commercial efforts to provide you with quotations from various insurers and make recommendations for coverage that meet your plan requirements ("**Insurer Quotation Process**").
 - (b) Thereafter if you would like to procure insurance from an insurer presented in the Insurer Quotation Process, you shall submit an Application and if approved you may enter into a Policy Agreement with such insurer. We shall assist with negotiations with the selected Insurer(s), review Policy Agreements and facilitate the binding process.
- 3.3. If You have an Existing Plan, we shall not engage in the Insurer Quotation Process, until you request that we do so.
- 3.4. We will not be required to engage in an Insurer Quotation Process within one year of a previous Insurer Quotation Process, unless we otherwise agree to do so or you are unsatisfied with the Insurer Quotation Process, acting reasonably.

4. Fees and Expenses.

- 4.1. Our compensation for the Services shall be limited to (1) the commissions and/or fees We receive from the Insurer(s) on the Policy Agreements for which We are the Broker of Record, and (2) any service fee or termination fee received from You.
- 4.2. If required by applicable law, we shall disclose commissions and/or fees actually received from Insurer(s) to You in accordance with the requirements of all applicable laws.

If applicable, Our compensation for the Compliance Benefit Services shall be paid by You to Us each month, equal to the Compliance Benefits Services Fee multiplied by the greater of: (a) the Minimum Employee Commitment; and (b) the number of Employees actually elected by You to be enrolled on the League Platform, plus additional applicable Taxes (the "**Total Compliance Benefits Fee**"). Except as otherwise specified herein or in an Order Form: (i) Total Compliance Benefit Fees are based on the terms of this Service Schedule and not actual usage, (ii) Total Compliance Benefits Fee payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the Minimum Employee Commitment cannot be decreased during the relevant Term.

5. Term and Termination.

5.1. This Service Schedule is effective on the Effective Date and shall continue for the Term of the Agreement (the "**Service Schedule Term**"). If this Service Schedule is terminated by You for any other reason besides a *bonafide* termination under Section 7.2 of the Agreement, You will immediately pay Us any unpaid Total Compliance Benefit Fees under the Service Schedule for the remainder and duration of the Service Schedule Term. In addition, if You remove, revoke or replace our Broker of Record appointment, You shall immediately pay Us an amount equal to fifty percent (50%) of the amount of the commission that We expected to receive for its role as a Broker of Record for the remainder of the Service Schedule Term. This Service Schedule can be terminated by Us, immediately by providing You with written notice, if You breach any of your obligations in the Agreement or Agreement Documents or if We are no longer Your Broker of Record. The sections herein titled "*Fees and Expenses*", "*Benefits Services*", "*Term and Termination*" and "*Disclaimer*" will survive any termination or expiration of this Service Schedule and the Agreement.

6. Services.

6.1. We will be responsible to provide You with the following services, the "**Services**":

- (a) Assist in the employee benefit plan design with respect to a Program and provide general consulting services in support of the employee benefits process;
- (b) Provide access to technology to allow You to set up and manage and administer the Program for Your Employees;
- (c) Provide You or the Employee with a digital identification card for each Employee based on information provided by the Insurer (such as plan/policy number or member ID number);
- (d) Provide such other support as necessary to facilitate Your and Your Employee's communication with the Insurer regarding claims and the adjudication of claims under the Program;
- (e) Provide You with standard reporting on overall usage of the Program without identifying individual Employee usage;
- (f) Support You and Your Employees in the navigation of the League Platform and respond to inquiries from You and Your Employees on a timely basis;
- (g) Coordinate communications process among Us, You and the Insurer(s); and
- (h) Evaluate and recommend employee assistance programs, pharmacy benefits management, spending account arrangements (e.g., HSA, HRA, FSA), cafeteria plans and other short term and long term benefit programs, as applicable and as requested.

7. Compliance Benefits Services.

7.1. Upon Your request and if reflected in the Order Form, We will facilitate certain additional benefits services through a Service Provider (a "**Compliance Benefits Service Provider**"), and if so elected, such activities shall constitute "**Compliance Benefit Services**", and may include service related to: (a) ERISA and Form 5500 preparation; (b) HIPAA; (c) Medicare Part D; (e) PCORI; and/or (f) as further described in the "Special Terms" section of the Order Form. Certain Benefits Services may be provided directly by the Insurer(s), in which case We will provide oversight, as appropriate. If the Order Form does not indicate your intention to receive Compliance Benefit Services by a mark of "Yes" in the appropriate box, no such Compliance Benefit Services shall be facilitated.

- 7.2. You will contract directly with the Compliance Benefits Service Provider to receive these Compliance Benefit Services and We will use Our reasonable best efforts to assist, facilitate, cooperate with and provide oversight with respect to the Compliance Benefits Service Provider delivering the Compliance Benefits Services.
- 7.3. Your agreement with the Compliance Benefits Service Provider shall set out in detail what the Compliance Benefits Services will include and not include. The description of the Compliance Benefit Services above is descriptive and not complete and is not meant to be binding. We shall not be liable for any damages, claim, demand, suit or proceeding with respect to the provision of the Compliance Benefits Services and Your sole recourse for any damages shall, claim, demand, suit or proceeding shall be against the Compliance Benefits Service Provider.
- 7.4. Payment for the Compliance Benefit Service may be paid for by remitting payment to Us, in which case we will remit payment to the Compliance Benefits Service Provider or the Compliance Benefit Service Provider may bill and invoice You directly for the Compliance Benefit Services. The method of payment shall not change Our limitation of liability as set out in the preceding paragraph. We may make a commission or charge a markup with respect to the Compliance Benefit Services.

8. Your Obligations.

8.1. Your Obligations include the following:

- (a) Promptly providing complete and accurate information to Insurer(s), including with respect to a New Plan, accurately and promptly filling out the applicable application form (the "**Application**") and throughout the duration of Your Policy Agreement;
- (b) Reviewing your Policy Agreement to ensure that it accurately reflects the coverage, conditions, limits and other terms that You require;
- (c) Paying all amounts due to Insurer(s) in accordance with the payment dates and terms specified in the Policy Agreement or other applicable payment documentation, including any insurance premium taxes, or other federal, state or local taxes, boards or associations due. To the extent we inadvertently receive any Premiums, We shall hold such amounts in segregated accounts in accordance with the requirements of any applicable law;
- (d) Providing Us, as soon as reasonably practicable, of any changes in circumstances that may affect the Services or the coverage provided under Your Policy Agreements;
- (e) Registering and creating an online employer account with Us and keep the information in the account current;
- (f) Using the League Platform to send invitations to Your employees to join the League Platform as a member;
- (g) Using the League Platform to administer the Program for Your Employees and keep the information on the League Platform current, specifically: (i) Add Employees who become eligible to participate in the Program; and (ii) remove Employees who are no longer eligible to participate in the Program;
- (h) Complying with any of the Employer's obligations under the Policy Agreement and the Application;
- (i) Appointing Us as Broker of Record with all of the Insurers for the duration of this Service Schedule

9. Disclaimer.

- 9.1. You acknowledge that this Service Schedule does not constitute an acceptance of an Application, and that Insurers are entitled to accept or reject an Application in its sole discretion.

- 9.2. We will not be responsible for the accuracy of the information provided by You to the Insurer in the Application or otherwise.
- 9.3. We are under no obligation to pay any amounts, including Premiums, due to Insurer(s) on Your behalf.