

SERVICES AGREEMENT

Whereas, Milliman, Inc. (Milliman) and United States Managing General Underwriters, LLC (USMGU) have an existing contractual relationship, this Agreement is entered into and between Milliman, _____ (Broker) & _____ (Client) as of _____, on behalf of the relationships between and among USMGU, Broker, and Client. In consideration for Milliman agreeing to perform certain services, Client & Broker agree to the following terms and conditions.

1. BILLING TERMS. USMGU will pay Milliman for services rendered on behalf of Client (Services) per the Consulting Services Agreement that was established between USMGU and Milliman, Inc. dated February 9, 2015 (Consulting Agreement).

2. BUSINESS ASSOCIATE AGREEMENT. Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), employer plans operating as Covered Entities are required to maintain the privacy and security of their participants' Protected Health Information (PHI) and to obtain assurances, in the form of Business Associate Agreements (BAAs), from its Business Associates that PHI is appropriately safeguarded. In order to perform Services under the Consulting Agreement, Milliman will receive PHI from USMGU and/or Client. In compliance with HIPAA, current BAAs are in place between Client and USMGU, and between USMGU and Milliman, as USMGU's subcontractor Business Associate.

3. LIMITATION OF LIABILITY. The parties agree that Milliman, its officers, directors, agents and employees, shall not be liable to Broker or Client, under any theory of law including negligence, tort, breach of contract or otherwise, for any damages in excess of \$2,000,000.00. In no event shall Milliman be liable for lost profits of the Client or Broker or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Milliman.

4. DISPUTES. In the event of any dispute arising out of or relating to this Agreement or Milliman's Services, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have a background in insurance, actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors.

5. CHOICE OF LAW. The construction, interpretation, and enforcement of this Agreement shall be governed by the substantive contract law of the State of New York without regard to its conflict of laws provisions. In the event any provision of this agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect.

6. NO THIRD PARTY DISTRIBUTION. Milliman's work is prepared solely for the internal business use of Client & Broker. Milliman's work may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit any third party recipient of its work product, even if Milliman consents to the release of its work product to such third party.

7. USE OF MILLIMAN'S NAME. Client & Broker each agree that it shall not use Milliman's name, trademarks or service marks, or refer to Milliman directly or indirectly in any media release, public announcement or public disclosure, including in any promotional or marketing materials, customer lists, referral lists, websites or business presentations without Milliman's prior written consent for each such use or release, which consent shall be given in Milliman's sole discretion.

MILLIMAN, INC. _____ **(Broker)** _____ **Client)**

By: Ronald M. Cornwell By: _____ By: _____
Name: Ronald M. Cornwell Name: _____ Name: _____
Title: Principal & Consulting Actuary Title: _____ Title: _____
Date: _____ Date: _____ Date: _____