



Referral Partner Agreement

This Referral Partner Agreement is made and effective as of _____ by and between MetroPlus Insurance and _____. Each Company and Referral Partner is referred to herein as a “Party” and collectively as the “Parties”.

1. Appointment of Referral Partner: Structure of the Agreement.

- a) MetroPlus Insurance appoints, on a non-exclusive basis, _____ as an authorized referral partner for purposes of referring to Company prospective subscribers and customers for Insurance Services.
- b) MetroPlus Insurance reserves the right, in its sole and absolute discretion, to modify, update, or change the Services at any time, with such modifications effective upon delivery of notice to Referral Partner.
- c) MetroPlus Insurance, at its sole discretion, has the right to refuse to approve any Referral Customer or sales opportunity associated with that Referral Customer submitted by a Referral Partner.

2. Relationship of the Parties.

Referral Partner acknowledges and agrees that (a) it is an independent contractor and (b) it and MetroPlus Insurance are NOT, by virtue of this Agreement or otherwise, joint ventures, partners, employer/employee, franchiser/franchisee or fiduciaries of any kind. Referral Partner is responsible for the control and acts of its employees, representatives and agents. Neither party is authorized to bind the other Party with respect to any matter, including without limitation, express or implied agreements, guarantees representations or debts. Referral Partner as well as MetroPlus Insurance shall do nothing that would discredit, injure the reputation of, or reflect adversely upon each other, products or services.

3. Confidentiality

During the Term of this Agreement and thereafter, Referral Partner shall not in any way transfer to any third party or use in direct or indirect competition with MetroPlus Insurance or any of its affiliates.

4. Term: Termination.

- a) This Agreement shall be effective on the Effective Date and shall continue for a period of (1) year from the Effective Date and shall automatically renew thereafter for successive one year terms, unless terminated earlier in accordance with the term hereof.
- b) Either Party may terminate this Agreement at any time upon giving the other Party at least thirty days’ prior notice.

5. Limitation on Liability

Neither Party nor its affiliates or representatives shall be liable for any indirect, incidental, special, punitive or consequential damages or for any lost or imputed profits or revenues or lost data or costs of cover arising from or related to this agreement. MetroPlus Insurance shall have no liability to Referral Partner whatsoever as a result of discontinuance, unavailability or failure of any Services, any adjustment by MetroPlus Insurance to the terms and conditions of any services, the failure by MetroPlus Insurance to accept any prospective Referral Customer or any order. for Service.

6. Miscellaneous

- a) Referral Partner acknowledges that MetroPlus Insurance, its affiliates and third party providers own and retain all trademarks, service marks, trade names, logos, designations, copyrights and other proprietary rights in or associated with MetroPlus Insurance, its affiliates, and the third party providers, respectively, as applicable, and agrees that it will not at any time during or after the term assert or claim any interest in such proprietary rights or do anything that may adversely affect MetroPlus Insurance.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date signed by MetroPlus Insurance and _____

Signature and Date

Name and Title

Signature and Date

Name and Title