



AGENT AGREEMENT

The company:

Swiss Health International Limited

The Intermediary:**Registered office:**

Rue du Rhône 14,
CH-1204 Geneva
Switzerland

Hereinafter called "the Company"

Hereinafter called "the intermediary Agent"

Name:

William BIRBARI

Name:

Signature:

Signature:

for and on behalf of **Swiss Health International Ltd**

for and on behalf of

Date: / /

Date: / /

Company Stamp:

Company Stamp:



AGENT AGREEMENT

1. Scope of the agreement

The Company, a provider and administrator of medical insurance products, registered in Switzerland appoints the intermediary to solicit new/renewal individual and group applications for SGI contracts, in the country where the intermediary Agent is legally represented. The intermediary Agent shall act for the Company as a non-exclusive broker.

2. Obligations of the intermediary Agent

The intermediary Agent agrees during the term of this agreement, in its relation with the Company:

2.1. To act at all times in good faith and with reasonable skill, care and diligence and ensure that it does not act in breach of the Local Regulations.

2.2. To act at all times with sound commercial principles in its relations with customers and to do nothing which the Company considers could be prejudicial to its goodwill or commercial interests.

2.3. To use its best effort to promote the products with due care and diligence, and to seek to improve the Company's goodwill by referring customers.

2.4. To comply with the Company's rules and regulations relating to the preparation of proposal and the completion and submission of applications. The intermediary Agent shall have no authority and will not make any oral or written alteration, modification, or waiver of any of the terms or conditions of any policy whatsoever.

2.5. To inform the Company promptly of any complaint or after-sales enquiry received by the intermediary Agent concerning the Products or the Policies and to comply with the Company's reasonable complaints handling procedures.

2.6. Not to appoint any sub-agent(s) without the prior written consent of the Company.

2.7. To obtain and maintain, with a reputable insurer, professional liability insurance in accordance with legal requirements. He will fully and effectively indemnify the Company from and

5. Duration and termination

This Agreement shall come into effect on

Date: / /

and shall continue until terminated by either party giving prior written notice to the other of at least sixty (60) days. Termination shall not affect the intermediary Agent's right to receive commission which is payable in accordance with the terms of this Agreement. Neither party shall have any further obligation to the other under this Agreement following termination.

6. Data protection

The intermediary Agent shall act as data controller in respect of the personal data of the intermediary Agent customers and, before transferring data relating to the intermediary Agent customers to the Company, shall obtain consents necessary to enable Agent to do so. The parties shall effect and maintain physical and logical security controls to prevent unauthorized access to any personal data controlled by the other party. The parties will co-operate in providing information or access reasonably required in order to complete any audit which is required by law or by the other's internal policies.

7. Confidentiality - Intellectual property

The intermediary Agent and the Company each agree that it shall at all times keep confidential, and shall not, without the prior written consent of the other, discuss with or otherwise disclose to any third party any confidential information other than required by any relevant governmental authority or regulatory body. The intermediary Agent acknowledges that the Company's rights to intellectual property, business and goodwill connected with it are its property.

against all damages, loss, claims, demands, expenses (including legal and professional expenses), costs and liabilities

which the Company may at any time incur as a result of any breach by the intermediary Agent of his obligations.

2.8. The intermediary Agent agrees not to employ or make use of any advertisement in which the Company name or its registered trademarks are employed without prior written approval or consent of The Company.

3. Obligations of the Company

The Company agrees during the term of this agreement, in its relation with Agent:

3.1. To act at all times in good faith and with reasonable skill, care and diligence and not allow its interests to conflict with the duties that it owes to Agent under this Agreement.

3.2. To act at all times in accordance with sound commercial principles in its relations with customers and to do nothing which the intermediary Agent considers could be prejudicial to its goodwill or commercial interests.

3.3. To liaise with the intermediary Agent so that the Company may supply sufficient documentation as to meet demand in a timely manner.

3.4. To provide details of correspondence, including premium quotations and renewals, between the Company and referred customers both during the term of this Agreement and thereafter for the duration the referred customers purchase Insurance from the Company.

4. Commission

The intermediary Agent shall be entitled to a commission paid quarterly in arrears, exclusive of any tax, which shall be calculated as a percentage of the Gross Premium actually received from the customer of each policy entered into by a given customer of the intermediary Agent, in accordance with Schedule 1, as long as the customer purchases Insurance and pays the premiums under SGI policy. Payment of the commission is only due if all the conditions of this clause and the policy are met.

8. Force Majeure

The obligations of each party under this Agreement shall be suspended during this period and, to the extent that a party is prevented or hindered from complying with them, for any cause beyond its reasonable control.

9. Severability

If any part of this Agreement becomes invalid, illegal or unenforceable, the parties shall in such an event negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as near as possible gives effect to their intentions as expressed in this Agreement. Further to agree on such a provision within six months of commencement of such negotiations shall result in automatic termination of this Agreement.

10. Dispute resolution - Governing law

This Agreement shall be governed by and construed in accordance with the laws of Switzerland and without prejudice to clause 9 each party hereby irrevocably

Submits to the jurisdiction of the Swiss Courts. Any notice required to be given pursuant to this Agreement shall be in writing and shall be given by delivering the notice by prepaid first class airmail to the address of the relevant party set out in this Agreement, or such other address as either party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given all the time of delivery (if by hand) and when received (if by post).



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SCHEDULE 1 (forming an integrating part of the present agreement)

Commission Level for SGI Swiss Health Insurance Product

Event	Commission (%)
New Individual Policy	15%
Renewal of Individual Policy	15%
New Group Policy	10% (or case by case, in case of group discount)
Renewal of Group Policy	10% (or case by case, in case of group discount)
Issue of Large Group Policy	Case by case

Bank account of the intermediary Agent

Account holder name:

IBAN:.....

SWIFT-code:.....

Full bank name and address:

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