



CONTRACTOR AGREEMENT PACKAGE

(Compensation, Consulting, Confidentiality & Media Release)
Revised for California Compliance

Once completed please
email to careers@vikast.com

VIKAST INSURANCE SERVICES

Independent Contractor Agreement Package

Includes:

- Agent Level Types
- Compensation Agreement
- Consulting & Training Agreement
- Confidentiality Agreement
- Media Release
- Non-Compete & Non-Solicitation
- Indemnification & Liability
- California Compliance Addendum
- Signature Pages & Initials

Contractor Name: _____

Effective Date: _____

Prepared By:

VIKAST Insurance Services

2974 Chippewa Ave., Simi Valley CA 93063

SECTION 1

AGENT LEVEL TYPES

This section will cover the different level types that an agent can be contracting with **VIKAST Insurance Services**. Your compensation will be defined by your level and your responsibility to maintain your agent level will be define in this agreement.

1. Independent Agent

- These agents have over a years experience working as a health insurance agent.
- They generate their own leads and opportunities.
- They don't require additional training.
- They have their own relations with Providers and Centers of Influence.

2. Inexperienced Agents

- These agents have less than a year experience a health insurance Agent.
- They need help generating leads and opportunities.
- They require continuous training and Ride-A-Longs to show them how to develop a territory and build relationships.
- They require introductions to Providers and Centers of Influence and assistance in building and maintaining those relations.

3. Telesales Agents

- These agents work in the Call Centers.
- These agents take and make calls to Prospects, Clients, and representatives of clients to assist with enrollments and retention efforts.

4. Select your Agent Type

Independent Agent Inexperienced Agent Telesales Agent

SECTION 2

COMPENSATION AGREEMENT

This Compensation Agreement (“Agreement”) is entered into on the ____ day of _____, 20____, by and between:

VIKAST Insurance Services (“Company”) and _____ (“Contractor”).

1. Purpose

This Agreement supplements the Consulting & Training Agreement and outlines compensation for enrollment assistance, consulting, and related services.

2. Compensation Structure

Compensation for Health Plan and Life Insurance enrollment is paid in four stages:

| Milestone | Percentage |
|--|---------------|
| Independent Agents | 100% Annually |
| Inexperienced & Telesales Agents 1 st year Commission rates | 25% |
| 2 nd Year Renewal | 50% |
| 3 rd Year Renewal | 75% |
| 4 th Year Renewal & Beyond | 100% |

Payments are prorated on the annual CMS approved rates for business that is written during the current year allowance.

3. Contractor Acknowledgment

Contractor acknowledges understanding of all compensation terms.

Initials (Contractor): _____

Initials (Company): _____

SECTION 3

CONSULTING & TRAINING AGREEMENT

1. Scope of Services

Contractor will provide:

- Administrative assistance
- Business consulting
- Training
- Enrollment support
- Project-based collaboration

Contractor affirms they possess all required licenses, certifications, and insurance.

2. Independent Contractor Status

- Contractor is **not** an employee.
- Contractor is responsible for their own taxes, insurance, and expenses.
- No benefits, workers' compensation, or unemployment coverage is provided.
- Contractor controls the manner and means of performing services.

3. At-Will Relationship

Either party may terminate this Agreement at any time, with or without cause.

4. Ownership of Materials

All materials created for the Company—including marketing, software, documents, training materials, web content, and intellectual property—remain the exclusive property of **VIKAST Insurance Services**.

5. Business Development Rights

All business relationships developed under this Agreement—including Book of Business, outreach locations, physician accounts, IPA relationships, and leads—remain the property of the Company (**VIKAST Insurance Services**) upon termination.

Initials (Contractor): _____

Initials (Company): _____

SECTION 4

CONFIDENTIALITY AGREEMENT

1. Definition of Confidential Information

Includes but is not limited to:

- Client or patient information (HIPAA-protected)
- Business operations
- Employee information
- Financial data
- Marketing strategies
- Proprietary processes
- Any non-public information

2. Obligations

Contractor agrees to:

- Maintain confidentiality
- Not disclose information to unauthorized parties
- Follow all Company privacy policies
- Protect HIPAA-regulated data
- Report any suspected breach immediately

3. Survival

Confidentiality obligations survive termination indefinitely.

Initials (Contractor): _____

Initials (Company): _____

SECTION 5 MEDIA RELEASE

Contractor grants the Company permission to use photographs, video, audio, or statements for marketing, training, or promotional purposes without compensation.

Contractor releases the Company from all claims related to such use.

Initials (Contractor): _____

Initials (Company): _____

SECTION 6 NON-COMPETE & NON-SOLICITATION

1. Non-Solicitation (California-Compliant)

For **24 months** after termination, Contractor agrees not to:

- Solicit Company clients, leads, or accounts
- Divert business opportunities
- Interfere with Company contracts
- Recruit Company employees or contractors

2. Non-Compete (Limited & California-Compliant)

California prohibits broad Non-Competes.

However, Contractor agrees **not to use Company confidential information, leads, or proprietary systems** to compete against the Company.

3. Protection of Book of Business

All leads, accounts, and relationships developed under this Agreement remain Company property.

Initials (Contractor): _____

Initials (Company): _____

SECTION 7

INDEMNIFICATION & LIABILITY

1. Contractor Indemnification

Contractor agrees to indemnify and hold harmless the Company from any claims, damages, liabilities, or losses arising from:

- Contractor's actions or omissions
- Violations of law
- Misrepresentation
- Negligence or misconduct
- Unauthorized disclosures

2. Limitation of Liability

The Company is not liable for:

- Contractor's expenses
- Contractor's tax obligations
- Contractor's business losses
- Indirect or consequential damages

Initials (Contractor): _____

Initials (Company): _____

SECTION 8

CALIFORNIA COMPLIANCE ADDENDUM

This Agreement complies with:

- California Labor Code § 2750.3 (AB5)
- HIPAA & CMIA privacy laws
- California Insurance Code requirements
- California Business & Professions Code
- Independent contractor classification standards

Contractor acknowledges:

- They operate an independent business
- They control their work methods
- They provide services to multiple clients (or have the right to)
- They are responsible for their own licensing and insurance

Initials (Contractor): _____

Initials (Company): _____

SECTION 9

ARBITRATION AGREEMENT

Any dispute arising from this Agreement shall be resolved through **binding arbitration** in Ventura County, California, under the rules of the American Arbitration Association.

Each party bears its own legal fees unless otherwise awarded.

Initials (Contractor): _____

Initials (Company): _____

SECTION 10 SIGNATURE

VIKAST Insurance Services

Signature: _____

Print Name: _____

Title: _____

Date: _____

Contractor

Signature: _____

Print Name: _____

Date: _____

SECTION 11 OPTIONAL INITIALS

| Section | Contractor Initials | Company Initials |
|---------------------------|---------------------|------------------|
| Compensation | | |
| Consulting & Training | | |
| Confidentiality | | |
| Media Release | | |
| Non-Solicit / Non-Compete | | |
| Indemnification | | |
| California Compliance | | |
| Arbitration | | |

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