

Contract Licensing Procedure

For CIGNA Medicare Supplement Appointment

- Complete the Prospective Associates Application and Profile, Sign, Date and return to EMC.
- Answer Background Question on page 3.
- Sign and Date bottom of page 4.

Important Note: If appointing a corporate agency or business entity both the signature lines that are provided for the agent and agency soliciting appointment must be signed.

- Review the Associate Agreement, and keep for your records.
- Review the Commission Schedule.

PLEASE MAKE SURE TO SEND THE FOLLOWING:

- Enclose a copy of your **CURRENT RESIDENT LICENSE** and non-resident license for every state you wish to be appointed in.
- Enclose a copy of your completed **W-9** form.

Resident Licensing Fees Will Be paid For You!

Once you have completed all the steps above fax contract and accompanying documents to:

405-523-1035

Or email to:

contracting@emcagency.com

If you have any questions please call Debbie Tompkins or Derald Barron

Enterprise Marketing Corporation

1-800-656-2709

Cigna - Supplemental Benefits
PROSPECTIVE ASSOCIATE'S APPLICATION & PROFILE

Please check each company you wish to be contracted and appointed with (herein collectively referred to as "Company"):

- Loyal American Life Insurance Company American Retirement Life Insurance Company
 United Teacher Associates Insurance Company

States you wish to be appointed In: _____

I. PERSONAL INFORMATION

Full Name _____
First Middle Last

ALL ISSUED POLICIES WILL BE MAILED DIRECTLY TO THE POLICY OWNER UNLESS THE FOLLOWING BOX IS CHECKED:

MAIL POLICIES TO AGENT

National Producer Number (NPN) _____

Date of Birth _____ / _____ / _____ Gender _____ SSN _____

Residence Address _____
Street City State County Zip

Mailing Address _____
Street City State County Zip

Phone _____ Fax _____ Email _____

Your Med Supp first year annualized issued premium for the past 12 months was: \$ _____.
 (For amounts of \$500,000 or more submit proof of production with this application).

II. BUSINESS, LICENSE and COMMISSION PAYMENT INFO (Please attach copies of current licenses in all states you wish to be appointed.)

Please fill out all information. We require that all Associates have E&O coverage.

Do you currently have E & O Coverage Yes No If "Yes," attach declaration page to application

Are you applying for an advance? Yes No If yes, please check one: 15 MO 12 MO 9 MO 6 MO

Please Note: Only Med Supp policies are eligible for a 12 or 15 month advance. All other products are eligible for a 9 month maximum advance.

AGENCY/CORPORATE DATA (complete only if you want to be appointed as an agency or corporation). Corporation must be licensed with Resident state in order to receive commission. **Note: Both signature lines in Section IV must be signed if applying as agency or corporation.**

Agency/Corporate Name: _____ Corp. Tax I.D. Number: _____

Mailing Address _____
Street City State County Zip

Phone _____ Fax _____ Email _____

Make commissions payable to: Individual Corporation

Direct Deposit/Automatic Draft Agreement

I hereby authorize the Company to deposit any amounts advanced or owed to me by initiating credit entries to my account at the financial institution (hereinafter "Bank") noted on this form. I authorize the bank to accept and to credit these entries to my account. In the event the Company erroneously deposits funds into my account, I authorize the Company to debit my account to recover these erroneous deposits. **I further authorize the Company to initiate electronic debit entries to my account for the payment of my appointment fees (the entry will appear with a description of "Supp Benefits").** This authorization shall remain in full force until the Company and Bank have received written notice from me of its termination in such time and manner as to afford the Company and Bank reasonable opportunity to act on it.

Agt. Name: _____ Agent No.: _____ Checking Savings

Bank Name: _____ Routing No.: _____ Acct. No.: _____

Assignment of Commissions (if applicable) Complete only if commissions are to be paid to another agent or agency other than the applicant.

For the value received, I _____ (assignor) of the city of _____, State of _____

Do hereby assign, transfer and set over to: _____ (assignee) _____ (TIN or SSN)

with address of _____

Its successors and assigns, my rights, title and interest in the first year and renewal commission which shall accrue to me under my contract with the Company. I further certify there is no previous assignment or assignments nor had any bill of sale of these commissions or any part thereof been previously made by me to any other person or persons, nor is there any claim against such commissions outstanding. I do for myself, my executors or administrators, guarantee the validity of the foregoing assignment.

III. BACKGROUND INFORMATION

Please answer all questions. **If you answer "Yes" to any of the questions, please explain in the area below or attach a separate sheet with details.**

- | | | | |
|----|---|---------------------------------|--------------------------------|
| 1) | Are you or have you ever been appointed with American Retirement Life Insurance Company, Central Reserve Life Insurance Company, Continental General Insurance Company, Loyal American Life Insurance Company, Provident American Life & Health Insurance Company, and/or United Teacher Associates Insurance Company?
Explanation | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| 2) | Are you currently charged with or have you ever pled guilty or no contest to, or been convicted of, any crime (excluding minor traffic offenses and including disclosure of expunged or sealed records?)
Explanation | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| 3) | Are you now or have you ever been the subject of any lawsuit, claim, investigation or proceeding alleging breach of trust or fiduciary duty, forgery, fraud, or any other act of dishonesty?
Explanation | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| 4) | Have you ever had your agent's license or registration suspended or revoked, or are you now, or have you ever been the subject of any professional license/registration or market conduct investigation, claim or proceeding?
Explanation | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| 5) | Have you ever been involuntarily terminated or permitted to resign from employment or from an agent or representative appointment, with any insurance or other financial services company other than for lack of production?
Explanation | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| 6) | Has a bonding, surety or E&O provider denied an application or claim, made payment for you or terminated coverage?
Explanation | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| 7) | Are you delinquent in any personal or business financial obligations, or does any insurance or financial services company hold a claim against you for commission debit balances?
Explanation | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| 8) | Are there any outstanding judgments, liens or claims against you, including delinquent tax obligations, or have you or any business in which you were or are an owner, partner, officer or director, ever filed bankruptcy?
BANKRUPTCY DISCHARGE/DISSMISSAL DATE _____
Explanation | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |

IV. NOTICE

I certify that the information contained herein is true and complete to the best of my knowledge and belief. I further understand that failure to provide true and complete information may result in the denial of this request for appointment and/or subsequent termination thereof. I authorize the Company to conduct an investigation concerning my qualifications for appointment including my character, general reputation, credit worthiness, and personal traits and release any person and/or companies contacted from all liability with respect to the information given. I authorize the Company to investigate me now and at any time while I am contracted with the Company and to share any information obtained with: affiliated companies, appointing agent up-line management and Company management. I further understand that the Company may deny my request for appointment, and may subsequently cancel or rescind my appointment, at its sole discretion. I agree that an electronic version, fax or photocopy of this authorization and release shall be as valid and binding as an original. I understand and agree that, unless otherwise allowed by law, I am not authorized to solicit business for the Company until my license and appointment have been secured. **I certify that I have read and fully agree to the terms and conditions set forth in the Associates Agreement (Form # CSB-8-0001) including Section 20 which sets forth the terms and provisions relating to Mandatory Mediation, and Mandatory Binding Arbitration. If I have requested advance commissions, I have read and fully agree to the terms and conditions set forth in the Advance Pledge Agreement (Form # CSB-8-0001b) and the Promissory Note (Form # CSB-8-0001c) attached to this Application. I hereby agree to be bound by all terms and conditions of said Agreement(s).** Under penalty of perjury, I certify that the Social Security Number or taxpayer identification number shown on this form is my correct taxpayer identification number and I am not subject to backup withholding by the Internal Revenue Service.

For Maine Applicants Only – Upon request, you will be informed whether or not a consumer report was requested, and if such report was requested, the name and address of the consumer reporting agency furnishing the report. Maine residents will be provided a copy of your rights under the Maine Fair Credit Reporting Act.

For Washington Applicants Only – The consumer reporting agency which furnished the report is Business Information Group, P.O. Box 286, Marlton, N.J. 08053; for consumer compliance officer contact 800-260-1680.

For California, Minnesota & Oklahoma Applicants Only – A consumer credit report will be obtained through Business Information Group (B.I.G.), P.O. Box 286, Marlton, N.J. 08053. If a consumer credit report is obtained, I understand that I am entitled to receive a copy. I want a copy ____ (initials); I do not want a copy ____ (initials). If an investigative consumer report and/or consumer report is processed, I understand I am entitled to a copy. I want a copy ____ (initials); I do not want a copy ____ (initials). * California applicants: If you choose to receive a copy of the consumer report, it will be sent within three (3) days of the employer receiving a copy of the consumer report and you will receive a copy of the investigative consumer report within seven (7) days of the employer’s receipt of the report (unless you elected not to get a copy of the report). You can find information about the privacy policy and practices of the background check provider before the background check takes place by viewing the privacy policy through B.I.G.’s website, <http://www.bigreport.com/Subpage.aspx?ChannelID=14>.

Signature of individual soliciting appointment

Date

X

Signature of Corporate Officer of business entity soliciting appointment

Date

X

V. TO BE COMPLETED BY RECRUITER AGENT

In consideration of the Company executing this application at my request, the undersigned does personally guarantee the performance of all terms, conditions and covenants of the Associate’s Agreement, including the Associate Promissory Note and Associate Advance and Pledge Agreement attached to this Application and assumes personal liability and responsibility for any default in said terms, conditions and covenants. I understand that any and all commissions, both first year and renewal owing to me now or in the future under any contract I have entered into with the Company are hereby assigned as security for the repayment of sums guaranteed by my endorsement hereon and that I am personally responsible upon demand for monies owing hereunder. This guarantee shall survive the termination of any contractual relationship between the affiliates of the Company and the Agent or Appointing Agent.

Printed Name of Appointing Agent **Enterprise Marketing Corp**

Prospective Associate’s Commission Level

Signature of Appointing Agent <i>Al Sochor</i>	ARLIC	Loyal	UTA
Agent Number 10240116	Date		

ASSOCIATE AGREEMENT

THIS ASSOCIATE AGREEMENT ("Agreement") is made and entered into by and between the Company with administrative offices at 11200 Lakeline Blvd., Ste 100, Austin, Texas 78717-5964, and the person or entity that executes this Agreement and whose address is set forth in the Prospective Associate's Application and Profile prepared and submitted in connection herewith (hereinafter, the "Associate, You, or Your.")

1. COMPANY DEFINITION – For purposes of this Contract and any applicable Compensation Schedules, Supplements or Addendums, all references to "Company" shall be defined to include each of the following companies the agent becomes appointed with: American Retirement Life Insurance Company, Central Reserve Life Insurance Company, Continental General Insurance Company, Loyal American Life Insurance Company, Provident American Life & Health Insurance Company and United Teacher Associates Insurance Company.

Section 1: Relationship and Scope of Authority

Subject to the provisions and limitations set forth in this Agreement and in reliance on the promises, representations and warranties of Associate, Company hereby appoints Associate to act as an agent for Company and to represent Company in promoting, soliciting sales of, and selling designated products offered by and through Company. The relationship of Associate and Company shall be that of an independent-contractor relationship, and nothing herein shall be construed to create the relationship of employee and employer, partners or co-venturers. Associate is free to exercise its own judgment as to the time and manner for performing services required under this Agreement. Associate is also free to exercise its own judgment as to the persons from whom Associate will solicit applications and the time and place of solicitation, subject to compliance with applicable law.

Associate is authorized to solicit applications with respect to the designated insurance products offered for sale through Company, to forward those applications for processing, to collect only the initial premium payment due on such applications for processing, to collect only the initial premium payment due on such applications in cases where appropriate (e.g. non-payroll deduct cases), to deliver policies of insurance as directed by Company (if the insured(s) is/are in good health and the initial premium has been paid) and to do any act or perform any duty specifically authorized by Company in writing.

Associate is authorized to recruit and recommend for appointment and contracting; agents, independent agents, brokers and other acceptable producing representatives for Company. For purposes hereof, all of the contracting agents, brokers and other acceptable producing representatives within the production hierarchy of Associate which are duly contracted with and appointed by Company are sometimes hereinafter referred to as "Subagents". Company reserves the sole discretion and right to approve or disapprove the appointment of any Subagent and to terminate any Subagent for any or no reason.

Associate represents and warrants to Company now and at all times during the effectiveness of this Agreement that Associate and all Subagents hold all licenses, certifications, bonds, and insurance necessary to perform services under this Agreement and on behalf of Company and that the state insurance jurisdiction over Associate or Subagents has not revoked, suspended, denied renewal or otherwise imposed restrictions or limitations on Associate's or any Subagents' licenses, certifications or qualifications necessary to perform under this Agreement and on behalf of Company.

Associate's authority shall not extend beyond the limited authority as set forth in this Agreement and in conjunction with that limited authority Associate hereby agrees and acknowledges that Associate has no authority to:

(i) act in any way contrary to the laws and regulations governing the business of insurance, the ethics of life and health business, including but not limited to, the Agent Code of Ethics and Procedures, and the rules and regulations of Company's as described in Company's manuals, rate books, and general instructions. (ii) contract debts or obligations in the name of Company's or obligate it in any way; bind or attempt to bind Company's by any promise or agreement, including but not limited to, obligation to insure; incur debt, expense or liability in Company's name; make, alter, waive or modify any of the terms or provisions of companies policies, applications or contracts, including riders and amendments; discharge any contract or waive any forfeiture; extend the time for payment of any premium or note; or waive payments in cash; or (iii) collect any premium, except the initial premium.

Section 2: Compensation

During the term of, and subject to provisions of, this Agreement (including, without limitation, the limitations contained in Section 6), and subject to the rules and regulations of Company, Company shall pay to Associate the commissions specified in the attached Commission Schedule on all business produced by it personally or by its Subagents, less any commissions or service fees due Subagents by reason of any contract between Company and such Subagents. Company may, in its sole discretion, determine commissions and renewal commissions on any policy not scheduled therein. Associate shall be solely responsible for paying all expenses incurred by Associate and its Subagents in performance of this Agreement. The Commission Schedule and any commissions payable there under may be modified from time to time by Company, in its sole discretion, upon ten (10) days written notice to Associate which may be contained in any Company Field Bulletin, email communication or other written communication by Company to Associate**. No change in commission rates shall affect compensation due or to become payable by the Company on policies or contracts of insurance issued prior to the date the change becomes effective, unless necessary to comply with requirements of a department of insurance or pertinent law, rule or regulation.

**In Washington, any attempt to alter commissions will be filed and approved by the Washington DOI office prior to implementing.

Section 3: Territory

During the term of this Agreement, Associate and its Subagents may solicit only in territories in which they and Company are duly licensed. No territory is assigned exclusively to Associate and/or its Subagents, and Company may authorize other agents and producers of Company to solicit sales of, sell and market insurance policies and products offered by Company in such territory. Company may, at any time in its sole discretion, discontinue conducting all or any part of its business within all or any party of Associate's territory or any other territory even if Company is still licensed and authorized therein.

Section 4: Responsibilities and Restrictions

Associate shall at all times comply with; and shall cause its Subagents to comply with, all of Company's rules and regulations as such may be amended from time to time and with all applicable federal and state laws and regulations. Associate shall comply with, and shall cause its Subagents to comply with, any and all rules and regulations in any Compliance Manual, Underwriting Manual or Sales Manual published by Company. Associate shall not (i) rebate any premiums or commissions to any party; (ii) make, alter or discharge any contract or policy; (iii) extend time for payment of any premium; (iv) waive any forfeiture, policy provision or premium payment; (v) modify any rate, receipt or requirement; (vi) endorse checks made payable to Company; (vii) advertise or publish any matter or thing concerning Company or its products without filing a proposed copy of such material with Company and obtaining approval, signed by an officer of Company; or (viii) undertake any act on behalf of Company other than as expressly authorized herein.

Associate agrees to comply with applicable provisions of the Gramm Leach Bliley Financial Modernization Act of 1999, as amended from time to time, and any requirements associated with such Act that may be enacted by any state. To the extent that nonpublic personal information of any individual is disclosed to Associate or its Subagents, Associate agrees that it will not disclose or use the information other than to carry out the purposes of this Agreement.

Associate shall be responsible for acquiring and maintaining, and causing its Subagents to acquire and maintain, all licenses in any territory in which Associate or any of its Subagents solicits, negotiates or sells insurance, as required by applicable law. Associate shall pay for all license fees, appointment fees, bond fees, and fees and taxes required by any federal, state or local government relative to Associate and its Subagents. Associate is solely and strictly responsible for the performance, fidelity and honesty of Associate's Subagents, employees and independent contractors, all of whom shall act in accordance with this Agreement. All premiums and funds collected by Associate or its Subagents in connection with the sale of any insurance policy or product shall be held by Associate in trust, and Associate shall act as trustee and fiduciary with respect to those premiums and funds, which will in no event be used by Associate or its subagents for personal, business or other purposes.

Associate agrees to work diligently to prevent lapsing and replacement of Insurance effected hereunder. All insurance placed by Associate shall be the property of Company. Associate covenants and agrees that it will not hold itself out to the public or others as an employee, partner, co-venturer or associate (other than as provided for herein) of Company, and further covenants and agrees that it will not execute contracts purporting to bind Company.

Section 5: Term

This Agreement may be terminated for any or no reason at any time by either party upon written notice to the other. In addition, Company, in its sole discretion, may terminate this Agreement "for cause" immediately upon mailing written notice to Associate's last known address if Associate:

- (i) commits any fraud or dishonesty in connection with the duties, services or actions being performed on behalf of Company or under this Agreement;
- (ii) violates any of the terms of this Agreement;
- (iii) violates any laws or regulations governing insurance sales in the state or states in which Associate is licensed and/or other laws or regulations of such state or territory which Associate has been assigned;
- (iv) is indicted or convicted of a felony;
- (v) publishes, distributes or uses any circulars, advertising, sales material or other matter referring to Company or to contracts or policies without first securing the written approval of Company as required herein;
- (vi) directly or indirectly engages in a pattern or practice of communicating with any Company policyholder for the purpose of replacing, canceling or otherwise terminating a Company policy;
- (vii) voluntarily or involuntarily dissolve (if an entity such as a corporation limited liability company, partnership, etc.);
- (viii) becomes insolvent or bankrupt, or make an assignment for the benefit of creditors or be in default of any obligation;
- (ix) violates any term of, or a default occurs under, any Note (defined below) or any Pledge Agreement (defined below).

If this agreement is terminated for cause, then all of Associate's rights to any compensation shall be immediately terminated and forfeited, including but not limited to all commissions and Vested Commissions (defined hereinafter).

Section 6: Commission Limitation, Vesting and Production

In consideration of Associate's services and Agreement as provided herein, Company shall pay to Associate compensation in the form of commission on premiums received by Company for issued policies as described in the appropriate commission schedule(s) ("Commission Schedules") subject to Section 2 of this Agreement which are incorporated herein by reference. The amount of commissions paid by Company on premiums shall be in accordance with the appropriate Commission Schedules executed between Company and Associate.

Commissions shall be paid on premium collected and earned by the Company. Commissions shall be paid, without interest thereon, within sixty (60) days of Company's receipt of premium payment and policy issuance. So long as Associate or any of its Subagents owes Company any Advances (defined hereinafter), Company may, in its sole discretion, apply all commissions owed by Company to Associate against such Advances.

Upon receipt of their commission statement, Associate shall immediately review the commission statement and notify Company of any disputes within sixty (60) days from date of the commission statement. Failure to notify Company within sixty (60) days shall result in Associate's acceptance of the Commissions as stated.

If for any reason, the Associate has an obligation to repay the Company that arises under this Agreement such as, but not limited to, appointment fees paid by the Company for the Associate or its Subagents, and is charged to the Associates commission account, or a portion or all of the premium is returned to a policyholder, or a policy or product is cancelled, the commission paid or payable to Associate or its Subagents hereunder shall be adjusted accordingly, and Associate shall repay, upon notice (such notice shall include the commission statements of the Associate or its Subagents), any commissions received by the Associate or its Subagents on that premium. Or such obligations will be deducted from commissions otherwise payable to the Associate or its Subagents. Such obligations of the Associate to the Company shall bear interest, at a rate equal at all times to one percent (1%) per month. Interest shall accrue from the date such obligation occurs until the date that such obligation has been paid in full. Interest will be calculated and added to the Associate's indebtedness periodically based on the frequency of commission payments to the Associate, which typically is on a biweekly basis, but may vary.

If this Agreement is terminated by Company for any reason other than for "cause," as defined in Section 5, Associate shall, except as otherwise provided in this Agreement, receive renewal commissions that accrue under the provisions of this Agreement, if any ("Vested Commissions"). The obligation to pay such Vested Commissions shall terminate when the total Vested Commissions so payable are less than \$600 in any twelve (12) month period. In the event of death of the Associate (if an individual), any Vested Commissions shall be paid directly to the estate of the deceased Associate.

Unless otherwise expressly provided in the Commission Schedule Commissions are not payable on underwriting or substandard premium rate ups, renewal premium increases, or enrollment, administration, policy or similar fees.

If an Associate has not written business for a six month period of time, then such Associate may be reassigned to another hierarchy or entity designated by the Company.

Upon request from a Subagent, the Company, at its discretion, may transfer such Subagent to another agent's hierarchy with six (6) months advance written notice to Associate.

Section 7: Advances

Company may, at its discretion, make one or more advances to Associate or its Subagents (each an "Advance") in anticipation of future commissions payable by Company to Associate or its Subagents. All Advances shall be deemed loans made by Company to Associate and shall be reflected in Associate's account or accounts (collectively "Account") on the books of Company. Repayment of the Advances will be governed by the Promissory Note payable by Associate to Company ("Note") executed this date by Associate and the Advance and Pledge Agreement ("Pledge Agreement") between Company and Associate executed this date. Associate's obligations under the Note shall be secured by the Pledge Agreement between Company and Associate executed this date, which Note and Pledge Agreement are attached hereto and incorporated herein by reference. Associate agrees to repay the Advances and perform all other Obligations (as defined in the Pledge Agreement) in accordance with the terms of the Note and the Pledge Agreement. Company may set off against any Advances or other amounts owed by Associate or its Subagents to Company: the amount of any commissions owed by Company to Associate.

Section 8: Method of Remittance on New Applications

Associate shall immediately remit to Company all premiums collected or received by Associate or its Subagents. It is understood and agreed that, unless otherwise pre-authorized by the Company (e.g., specific arrangement for Worksite, Credit Union or direct response sales); Company will accept no application unless accompanied by the initial premium. No commission shall be deemed earned until the premium is paid and the policy is issued, delivered to applicant and accepted by the applicant.

Section 9 : HIPAA Business Associate Agreement

1. Definitions

Capitalized terms used in this Business Associate Agreement shall have the meaning ascribed to them by the HIPAA Privacy and Security Rules and the HITECH Act, as applicable. If the meaning of any defined term used herein is changed by amendment to HIPAA or the HITECH Act, then the meaning of such defined term shall automatically change to correspond to the amended definition.

"**Breach**" shall mean the unauthorized acquisition, access, use, or disclosure of Unsecured PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. As further provided under the HIPAA Privacy Rule, Breach does not include:

- (i) any unintentional acquisition, access, or use of PHI by an employee or individual acting under the authority of Associate if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual with Associate; any inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by Associate to another similarly situated individual at the same facility; and such information is not further acquired, accessed, used, or disclosed without authorization by any person.

"**Data Aggregation**" shall mean, with respect to the PHI created or received by Associate in its capacity as the Business Associate of Company, the combining of such PHI by Associate with the PHI received by Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the Health Care Operations (defined below) of the respective Covered Entities. The meaning of "Data Aggregation" in this Agreement is consistent with the meaning given to that term in the HIPAA Privacy Rule.

"**Designated Record Set**" shall have the meaning ascribed to that term by the HIPAA Privacy Rule at 45 C.F.R. §164.501.

"**Electronic Media**" shall have the meaning ascribed to that term at 45 C.F.R. §160.103 and shall include (i) electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (ii) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before transmission.

"**Electronic PHI**" shall mean Protected Health Information that is transmitted by or maintained in Electronic Media as that term is defined at 45 C.F.R. §160.103.

"**HIPAA**" shall mean the Health Insurance Portability and Accountability Act of 1996 and its implementing guidance and regulations, including the HIPAA Privacy Rules and the HIPAA Security Rule, all as may be amended from time to time.

"**HIPAA Privacy Rule**" shall mean those regulations relating to the privacy of PHI at 45 C.F.R. Parts 160 and 164, as may be amended from time to time.

"**HIPAA Security Rule**" shall mean those regulations relating to the security of electronic PHI at 45 C.F.R. Parts 160, 162, and 164, as may be amended from time to time.

"**HITECH Act**" shall mean the Health Information Technology for Economic and Clinical Health (HITECH) Act and its implementing guidance and regulations, all as may be amended from time to time.

“Protected Health Information” or “PHI” shall mean Individually Identifiable Health Information, as that term is defined under HIPAA at 45 C.F.R. §160.103, transmitted or maintained in any form or medium that Associate creates or receives from or on behalf of Company in the course of fulfilling its obligations under this Agreement or the applicable Associate Agreements. PHI shall not include (i) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. §1232g, (ii) records described in 20 U.S.C. §1232g(a)(4)(B)(iv), and (iii) employment records held by Company in its role as employer.

“Record” shall mean any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for Company.

“Secretary” shall mean the Secretary of the Department of Health and Human Services.

“Security Incident” shall have the meaning set forth in 45 C.F.R. §164.304.

“Treatment”, “Payment” and “Health Care Operations” shall have the meaning given to those terms at 45 C.F.R. §164.501, as may be amended from time to time.

“Unsecured PHI” shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

2. OBLIGATIONS OF ASSOCIATE

A. Use and Disclosure of PHI

- (i) Except as otherwise limited in this Agreement, Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Company as specified in the Associate Agreements, provided that such use or disclosure would not violate the HIPAA Privacy & Security Rules if done by Company or the minimum necessary policies and procedures of Company. Company has the right to amend this Agreement at any time with respect to permitted uses and disclosures by Associate.
- (ii) To the extent Associate is to carry out one or more of Company’s obligations under Subpart E of 45 C.F.R. Part 164, Associate agrees to comply with the requirements of Subpart E that apply to the Company in the performance of such obligations.
- (iii) Associate may use or disclose PHI as required by law.
- (iv) Associate shall not use or disclose, and shall ensure that its directors, officers, employees, agents, and subcontractors do not use or disclose, PHI in any manner that would constitute a violation of the HIPAA Privacy Rule or the HITECH Act if done by Company, except that Associate may use and disclose PHI as permitted under the HIPAA Privacy Rule for the proper management and administration of Associate or to carry out the legal responsibilities of Associate, provided that disclosures are: (a) required by law or (b) Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person, and the person notifies Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (v) Except as otherwise limited in this Agreement, Associate may use or disclose PHI to provide Data Aggregation services relating to the health care operations of the Company if such services are required under the Associate Agreements.
- (vi) Associate shall neither use nor disclose PHI for the purpose of creating de-identified information that will be used for any purpose other than as directed by Company to carry out the obligations of Associate set forth in this Agreement or the applicable Associate Agreements, or as required by law.

B. Limited Data Set or Minimum Necessary Standard

In using, requesting and/or disclosing PHI, Associate shall comply with any and all applicable laws, including implementing guidance and regulations, in determining what constitutes “minimum necessary.” Associate shall limit the use, disclosure, or request of Individuals’ PHI, to the extent practicable, to the Limited Data Set (as defined in 45 C.F.R. §164.514(e)(2)) or, if needed by Associate, to the minimum necessary amount of Individuals’ PHI to accomplish the intended purpose of such use, disclosure, or request and to perform its obligations under this Agreement and/or the Associate Agreements. Associate shall determine what constitutes the minimum necessary to accomplish the intended purpose of such disclosure. Associate’s obligations under this provision shall be subject to modification to comply with guidance issued by the Secretary.

C. Receiving Remuneration in Exchange for PHI Prohibited

Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual. Associate shall not engage in marketing activities or the sale of PHI, as defined in the HIPAA Privacy Rule without prior written consent of Company and individual written authorization, as required by law.

D. Genetic Information

Associate shall not undertake any activity that may be considered underwriting based on genetic information, as defined by the Genetic Information Nondiscrimination Act and prohibited under the HIPAA Privacy & Security Rules.

E. Safeguards Against Misuse of Information

Associate shall comply with all applicable requirements of HIPAA and the HITECH Act relating to Business Associates and shall implement appropriate safeguards to prevent the use or disclosure of PHI in any manner other than pursuant to the terms and conditions of this Agreement. Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Company.

F. HIPAA Security Standards

Associate shall comply with the HIPAA Security Rule with respect to any Electronic PHI that Associate holds on behalf of Company.

- (i) Associate agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI to prevent use or disclosure of PHI other than as provided for by the Agreement.
- (ii) Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Company, as required in the HIPAA Security Rule.
- (iii) Associate shall ensure that any agent, including a subcontractor, to whom it provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect such information.

G. Reporting of Violations and Security Incidents

- (i) Upon becoming aware of a use or disclosure of PHI in violation of this Agreement, including any Breach or suspected Breach of Unsecured PHI, Associate shall immediately report such use or disclosure to Company.
- (ii) Associate shall report to Company any Security Incident under the HIPAA Security Rule of which it becomes aware, including the identities of any individual whose Electronic PHI was breached. If the HIPAA Security Rule is amended to remove the requirement to report unsuccessful attempts of unauthorized access, the requirement to report such unsuccessful attempts shall no longer apply as of the effective date of that amendment.

H. Responsibilities in the Event of a Breach

- (i) In the event of a Breach or suspected Breach, including any actual, successful Security Incident of which it becomes aware which has compromised the protections set forth in the HIPAA, Associate shall forward to Company as soon as practicable, but in any event within 48 hours after such Breach or suspected Breach is discovered by Associate, a written notice including the identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach or suspected Breach. Such notification shall:
 - a. be made in writing to the Company with a copy to the Privacy Office.
 - b. include the names of the individuals whose information was breached, the circumstances surrounding the breach, the date of the breach and date of discovery, the information breached, any steps the individuals should take to protect themselves, the steps Associate (or its agent or subcontractor) is taking to investigate the breach, mitigate losses, and protect against future breaches, and a contact person for more information.
- (ii) For purposes of discovery and reporting of Breaches or suspected Breaches, Associate is not the agent of the Company (as "agent" is defined under common law).
- (iii) Associate shall cooperate with Company and shall provide such assistance as Company may reasonably request so that Company may comply with any obligations it may have to investigate, remediate, mitigate, report, and or otherwise notify third parties of such Breach. Associate shall be liable for all costs associated with the investigation, remediation, mitigation, and reporting of Breaches of Unsecured PHI caused by Associate, its officers, employees, agents, and/or subcontractors.
- (iv) If requested by Company, Associate shall notify, at its own cost, the individuals involved, or the media or the US Department of Health and Human Services, as applicable, in accordance with the HITECH Act, and regulations or guidance issued thereunder, including 45 C.F.R. Part 164, Subpart D, provided that Company shall approve the content of any notification in advance. If requested by Company, Associate shall reimburse Company for any costs associated with Company making such notification.

I. Agreements with Third Parties

In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Associate agree to the same restrictions, conditions, and requirements that apply to Associate with respect to such information pursuant to this Agreement, and as required by applicable law, with respect to such PHI. Associate warrants and represents that in the event of a disclosure of PHI to any third party, the information disclosed shall be no more than the minimum necessary for the intended purpose. Associate shall ensure that any agent or subcontractor of Associate to whom Associate provides PHI implements reasonable and appropriate safeguards to protect such information.

J. Access to PHI

In the event Associate maintains PHI in a Designated Record Set, Associate shall, within five business days of receipt of a request from Company, provide to Company PHI in Associate's possession that is required for Company to respond to an individual's request for access to PHI made pursuant to 45 C.F.R. §164.524 or other applicable law. Associate shall comply with, and shall assist Company in complying with, requirements for providing access to certain information in electronic format if Company or Associate uses or maintains an electronic health record with respect to an Individual's PHI, under 45 C.F.R. §164.524. In the event any individual requests access to PHI directly from Associate, whether or not Associate is in possession of PHI, Associate may not approve or deny access to the PHI requested. Rather, Associate shall, within two business days, forward such request to Company.

K. Availability of PHI for Amendment

In the event Associate maintains PHI in a Designated Record Set, Associate shall, within five business days of receipt of a request from Company, provide to Company PHI in Associate's possession that is required for Company to respond to an Individual's request to amend PHI made pursuant to 45 C.F.R. §164.526 or other applicable law. If the request is approved, Associate shall incorporate any such amendments to the PHI as required by 45 C.F.R. §164.526 or other applicable law. In the event that the request for the amendment of PHI is made directly to Associate, whether or not Associate is in possession of PHI, Associate may not approve or deny the requested amendment. Rather, Associate shall, within two business days forward such request to Company.

L. Accounting of Disclosures

Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Company to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528 or other applicable law. Associate shall comply with, and shall assist Company in complying with requirements for providing an accounting of certain PHI disclosures if Company or Associate uses or maintains an electronic health record with respect to PHI, under 45 C.F.R. §164.528. Associate shall, within 10 business days of receipt of a request from Company, provide to Company such information as is in Associate's possession and is required for Company to respond to a request for an accounting made in accordance with 45 C.F.R. §164.528 or other applicable law. In the event the request for an accounting is delivered directly to Associate, Associate shall, within two business days, forward such request to Company. It shall be Company's responsibility to prepare and deliver any such accounting requested.

M. Individuals' Right to Confidential Communications and to Request Restriction on Use and Disclosure of PHI

Associate shall comply, and shall assist Company in complying, with responding to Individuals' requests for confidential communications or to restrict the uses and disclosures of their PHI under 45 C.F.R. §164.522. This shall include complying with requests to restrict the disclosure of certain PHI with which Company is required to agree, in accordance with 45 C.F.R. §164.522.

N. Availability of Books and Records

Associate hereby agrees to make its applicable internal practices, books and records, including policies and procedures, available to the Secretary and Company for purposes of determining Company's and Associate's compliance with the HIPAA Privacy and Security Rules and HITECH. The practices, books and records subject to this Section are those practices, books and records that relate to the use and disclosure of PHI that is created by Associate on behalf of Company, received by Associate from Company, or received by Associate from a third party on behalf of Company.

O. Policies, Procedures and Training

Associate shall develop and implement privacy and security policies and procedures as necessary and appropriate to meet its obligations under this Agreement and applicable state and federal laws, including HIPAA. Associate shall train its employees and workforce members, and ensure that its agents or subcontractors train their employees and workforce members, on such policies and procedures.

P. Duty to Mitigate

Associate shall mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of PHI by Associate in violation of the requirements of this Agreement.

3. TERM AND TERMINATION

A. Term

The term of this Business Associate Agreement shall terminate when all of the PHI provided by Company to Associate, or created or received by Associate on behalf of Company, is destroyed or returned to Company, or, if Company determines that it is infeasible to return or destroy such PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

B. Termination for Cause

If Company determines that Associate has committed a material breach of this Agreement, or any applicable Associate Agreements pertaining to the use or disclosure of PHI, Company shall either:

- (i) Provide an opportunity for Associate to cure the breach or end the violation and terminate this Agreement and any applicable Associate Agreements if Associate does not cure the breach or end the violation within the time specified by Company; or
- (ii) Immediately terminate this Business Associate Agreement and any applicable Associate Agreements if Company determines cure is not possible.

Associate acknowledges and agrees that any breach of this Business Associate Agreement shall also constitute a breach of the applicable Associate Agreements.

C. Effect of Termination

- (i) Except as provided in the paragraph below, upon termination of this Business Associate Agreement for any reason, Associate shall return or destroy all PHI received from Company, or created or received by Associate on behalf of Company. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of the PHI.
- (ii) In the event that Associate determines that returning or destroying the PHI is infeasible, Associate shall provide to Company notification of the conditions that make return or destruction infeasible. Upon Company's determination that return or destruction of PHI is infeasible, Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Associate maintains such PHI.

4. MISCELLANEOUS

A. Limitation of Liability

No exculpation or limitation on Associate's liability set forth in any of the Associate Agreements shall apply to any liability of Associate as a result of Associate's breach of this Agreement.

B. Indemnification

The parties agree to indemnify, defend, and hold harmless each other, their subsidiaries and affiliates, and their respective directors, officers, employees and agents, from and against any loss, claims, damages, judgments, attorneys' fees, expenses, penalties, fines, and liabilities of any kind or nature for which either party may become liable resulting from any claim, legal action, or proceeding arising directly or indirectly out of either party's violation of the terms of this Agreement.

In addition to any other rights available to Company under this Agreement and/or any Associate Agreements, Associate shall indemnify and hold Company harmless from and against all damages, costs, fines and penalties directly or indirectly arising from Associate's breach of applicable state or federal privacy and data security laws and regulations, including HIPAA and the HITECH Act, and/or related to any Breach directly or indirectly attributable to Associate including its employees, officers, directors, agents, and/or subcontractors.

C. Regulatory References

A reference in this Business Associate Agreement to a section in the HIPAA Privacy and Security Rules or the HITECH Act shall mean the section as in effect or as amended.

D. Amendment

The terms of this Business Associate Agreement shall be construed in light of any interpretation or guidance on HIPAA and/or the HITECH Act issued by the United States Department of Health & Human Services from time to time. If any relevant provision of the HIPAA Privacy and Security Rules or the HITECH Act is materially amended in a manner that changes the obligations of Business Associates or Covered Entities that are embodied in this Agreement, or in the event that applicable law, or an arbitration or judicial interpretation of same, or any regulatory or enforcement action should explicitly or otherwise require that this Agreement be changed, altered or modified, then Company shall notify Associate and provide such required amendment, and Company and Associate shall continue to perform their respective obligations under this Agreement as modified.

Section 10: Reinstated Policies and Converted Policies

No commissions shall be paid on lapsed policies. If a lapsed policy is reinstated by Associate or its Subagents, the commission to be paid to Associate and its Subagents shall be the same amount as for the renewal of such policy. If the reinstatement of a lapsed policy written by Associate is accomplished by a different representative of Company, Associate shall not be entitled to a commission on the reinstated policy. Reinstatement commissions are to be determined in accordance with the Commission Schedule in effect at the time of reinstatement. Commissions on rewriting, replacement, or conversion of one form of policy to another (or on surrendered policies) are not covered by this Agreement but may be determined by Company, in its sole discretion.

Section 11: Records and Reports

Associate shall render such reports and keep such records and business accounts as Company requests. For so long as Associate represents Company, Company will furnish Associate with a periodic statement of Associate's Account and will pay any amount due Associate hereunder. Upon receipt of such statement the Associate shall immediately examine it and if not satisfied as to its accuracy, Associate shall return such statement and the payment to Company with full particulars of any discrepancy therein within sixty (60) days of the date of the statement otherwise the statement shall be deemed accepted by Associate as true and correct. The Account on the books of Company shall be competent evidence of such Account for all purposes.

Section 12: Printed Material

Company may furnish Associate with supplies, applications, circulars and printed matter Company deems necessary for doing business under this Agreement. Associate agrees not to publish, distribute or use any circulars, advertising, sales material or other matter referring to Company or to Company's policies without first securing Company's written approval. All printed matter and supplies Company furnishes are property of Company and shall be promptly returned to Company upon request or when this Agreement terminates.

Section 13: Refunds and Rejections

Within the limitations of the law, Company reserves the right, at all times, to reject any application for insurance without specifying cause, and to cancel refuse to renew or modify any policy. Associate shall promptly refund all monies collected on any application by Associate or its Subagents, on which a policy is declined on any application by Associate or Subagents on which Company issued a policy not accepted by the applicant, and on any application by Associate or its Subagents for which the premium is refunded.

Section 14: Policy Replacement Prohibited

Associate and Subagents under its control shall not directly or indirectly engage in a pattern or practice of replacing, lapsing, canceling, or rewriting Company's policyholders. Without the agreement contained in this Section 14, Company would not enter into this Agreement and would not provide Associate with the printed materials identified in Section 12 of this Agreement and access to the electronic web-portal.

Furthermore, Associate shall not directly or indirectly attempt to or persuade an agent or producer of Company to terminate or reduce his or her relationship with Company.

Section 15: Trade Secret Information

Associate does hereby acknowledge, agree and accept that the Trade Secret Information of Company falls within that term as defined by pertinent state Trade Secrets Acts or by the Uniform Trade Secrets Act. Trade Secret Information as used in this Agreement includes, but is not limited to: agent customer or client lists, including names, addresses, telephone numbers, amounts and types of insurance; expiration and renewal dates of policy lists of business leads; claims histories; due dates of premium and amounts thereof; and statements of monthly accounts submitted to Associate and Subagents by Company. Specifically Trade Secret Information includes the materials identified in Section 12 of this Agreement and web-portal access. All Trade Secret Information furnished to Associate shall be and remain the property of Company. This specifically includes lists of customers and related information, which the Associate brought to Company. Company derives independent economic value from the Trade Secret Information and from its not being generally known to the public or to other persons who can obtain economic value from its disclosure. Associate will not during or after the term of the Agreement divulge, make known, or otherwise make use of any Trade Secret Information for any purpose except as authorized by Company, including but not limited to the solicitation of business from any person or entity. This Section 15 shall survive the termination of this Agreement for any reason. Failure to comply with the provisions of this Section will result in termination of this Agreement for cause and termination and forfeiture of any and all commissions or Vested Commissions (if any).

Section 16: Liability, Indebtedness and Indemnity

Associate shall be jointly and severally liable, with each Subagent, to Company for the payment of all (i) monies due from Associate or its Subagents, (ii) debit balances on the account of Associate or its Subagents, (iii) debit balances resulting from loans to Associate or its Subagents by Company and (iv) all obligations evidenced by the Note. Company's books shall be prima facie evidence of such debit balances or loans due.

Any indebtedness incurred by Associate or its Subagents to Company shall be payable immediately upon receipt of a written notice from Company. Company may, at any time in its sole discretion, offset against any remuneration due or to become due to Associate, any past, present or future debt or debts due from Associate or its Subagents to Company. Such indebtedness of Associate or its Subagents shall be secured by a first lien in favor of Company on any and all compensation due Associate and shall be binding upon Associate and its assigns and successors. Upon the termination of this Agreement, any and all money belonging to Company in the possession of Associate or its Subagents shall immediately become

due and payable and shall be paid over to Company, but Company may, in its sole discretion and without waiving its rights, deduct such indebtedness from any payment provided herein until repaid.

Associate agrees to indemnify Company and its affiliates, shareholders, directors, officers and employees and to hold Company, its affiliates, shareholders, directors, officers and employees harmless from any and all expenses, liabilities, costs, cause or causes of action and damages, including attorneys fees and costs of litigation, resulting from or growing out of any breach of this Agreement, the Note, the Pledge Agreement or any related documents or any unauthorized, or allegedly fraudulent, negligent or wrongful act, omission, statement or representation by Associate, Associate's employees, independent contractors or Subagents. This Section 16 shall survive the termination of this Agreement for any reason.

Section 17: Errors and Omissions

Associate and its Subagents shall at all times carry an Errors and Omissions liability insurance policy of not less than \$100,000 per occurrence or such other amount as Company may require, naming Company as an additional insured, issued by an insurance company acceptable to Company.

Section 18: Survivability

Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 28 of this Agreement shall survive its termination for any reason.

Section 19: Assignment

This Agreement is a continuing obligation and shall be binding upon Company and Associate, and their respective heirs, successors, transferees and assigns, and shall inure to the benefit of and be enforceable by Company and Associate and their respective heirs, successors, transferees and assigns. Associate may not, without the express prior written consent of Company, assign any of its rights or responsibilities hereunder. No assignment of commissions payable by Company to Associate other than as provided herein shall be valid unless authorized by Company in advance in writing, and Company shall at all times have a superior, continuing security interest in all commissions prior to the rights of any permitted assignee. Any assignment so authorized shall be subject to any and all indebtedness of Associate or its Subagents to Company then existing or thereafter accruing. Company may assign its rights hereunder to a third party, including but not limited to any lender, without notice to or consent of Associate.

Section 20: Mandatory Binding Arbitration

A. Mandatory Binding Arbitration- Except as otherwise provided in this Agreement, all claims, disputes, and controversies arising out of or in any manner relating to this Agreement, or any other agreement executed in connection with this Agreement, or to the performance, interpretation, application or enforcement hereof, including but not limited to occurrence hereof (in each case, "Dispute"), shall be submitted to binding, non-appealable arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) in force at the time the demand is filed, unless the parties mutually agree otherwise.

Either party may within one (1) year from the date of the alleged occurrence resulting in the Dispute make a demand for arbitration by filing a demand in writing with the other party and serving the same by depositing it in the U.S. Mail, certified mail, return receipt requested. Company and Associate shall each choose, within sixty (60) days after demand for arbitration is made its arbitrator and the two appointed arbitrators shall choose a third arbitrator that is a current or former insurance industry professional. If either party fails to appoint an arbitrator within sixty (60) days after the written demand for arbitration is made, the party who has appointed an arbitrator may petition the District Court of Travis County, Texas for an order compelling the non-complying party to appoint its arbitrator. All reasonable costs and fees incurred, as a result of obtaining the court order compelling appointment of an arbitrator shall be paid by the non-complying party. If the two arbitrators cannot agree on a third arbitrator within this timeframe, the third arbitrator shall be chosen by the AAA using its Commercial Rules then in effect. In such event the parties shall jointly pay the fees of the AAA.

All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions hereof, shall take place in Travis County, Texas. The hearing before the arbitrators of the matter to be arbitrated shall be at the time and place within said County as is selected by the arbitrators.

The decision of any two arbitrators with respect to a Dispute shall be binding and conclusive and non-appealable and shall be submitted to the court for confirmation with the same effect as a judgment.

Each of the parties hereby irrevocably waives punitive, exemplary, consequential and other non-compensatory damages in connection with any arbitration award with respect to any Dispute.

The costs and expenses of arbitration, including the fees of the arbitrators, shall be borne by the losing party or in such proportions as the arbitrators shall determine. The successful party shall recover as expenses all reasonable attorneys' fees incurred by said party in connection with the arbitration proceedings.

B. Exclusivity - Each party agrees that compliance with the requirements of this Section 20 is a condition to its right to assert any claims with respect to a Dispute in any other forum, except only as set forth in subparagraph D below.

C. Exceptions - Notwithstanding any other provision of this Agreement, Company may enforce Associate's compliance with any restrictive covenant, policy replacement prohibitions, confidentiality provision or trade secret provision contained in this Agreement to the fullest extent permitted by law by seeking any remedy available at law or in equity, including but not limited to obtaining a temporary restraining order or injunction, without having to mediate and/or arbitrate, and without needing to post a bond to do so.

In addition, nothing contained in this Agreement shall in any manner limit Company's rights to recover through legal process all amounts due under Section 7 or any other agreement executed in connection with this Agreement.

Associate agrees that Associate is not excused from complying with any restrictive covenant, policy placement prohibition, confidentiality provision or trade secret provision because of any claim Associate may have against Company.

Section 21: Attorney's Fees

In any litigation between Associate and Company to this Agreement which concerns any matter governed by, arising from, or related to this agreement, no party will be entitled to recover the attorney's fees incurred in prosecuting or defending claims, regardless of whether such is allowed by statute, law, or otherwise, except as provided in Section 20 of this Agreement, and except in the event that a decider of fact determines, in their sole discretion, that a claimant brought forth a frivolous claim. In that event, a respondent to such a claim may recover his attorney's fees expended defending against the frivolous claim.

Section 22: Applicable Law

This Agreement shall be governed by the laws of the State of Texas. Exclusive venue with respect to all matters hereunder shall be Travis County, Texas. COMPANY AND ASSOCIATE HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY NOTE OR ANY PLEDGE AGREEMENT.

Section 23: Partial Invalidity

If any provision of this Agreement is declared invalid for any reason, the invalidity of that provision shall not affect the validity of any other provision of this Agreement, and all other provisions shall remain in full force and effect. It is declared to be the intention of the parties that they would have executed all other provisions of this Agreement without including any such part or parts or portions that may, for any reason, be hereafter declared invalid.

Section 24: Entire Agreement

This Agreement, together with the other agreements incorporated herein by reference, constitutes the entire agreement between the parties and supersedes and replaces any and all prior agreements between Company and Associate. This Agreement may not be modified, altered or amended except by a writing signed by all parties to this Agreement. This Agreement shall be binding upon the successors and heirs of the parties hereto.

When not in conflict, the terms of this Associate Agreement apply to the Associate's Advance and Pledge Agreement and the Associate's Promissory Note.

Section 25: Company Approval & Effective Date

The Home Office of Company shall have sole authority with respect to any contract or agreement with any agent recruited by Associate or others in Associate's hierarchy. In addition, all licensing of any agents at any level shall be performed by the Licensing Department of Company, and all agents must conform to the market conduct standards of Company.

This Agreement shall become effective upon Associate becoming licensed in Associate's territory for the sale of insurance described herein, or the date of Company's execution of this Agreement at its offices in Texas, whichever shall occur last. For purposes of this provision, the sending of Company's "Welcome Letter" will constitute its execution of the Agreement

Section 26: Notices

All notices, certificates, requests, demands and other communications provided for hereunder or under any Note or any Pledge Agreement shall be in writing and shall be (a) sent by first class United States mail, (b) sent by overnight courier of national reputation, or (c) sent via email, in each case addressed to the party whom notice is being given at its address, or sent to the email address on the agent's record, as set forth above or, as to each party, at such other addresses as may hereafter be designated by such Section. All such notices, requests, demands and other communications shall be deemed to have been given on (a) when deposited in the mail if delivered by mail, (b) the date sent if sent by overnight courier, (c) or date sent via email.

Section 27: Amendments

To the extent permitted by law, the terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or changes shall be effective only in the specific instance and for the specific purpose given.

Section 28: Agent Information

Associate represents and warrants to Company that it has fully and accurately completed the Prospective Associate's Application and Profile. Without limiting the foregoing, Associate represents and warrants to Company that (i) Associate's correct legal name is as set forth on the execution page hereof, and Associate covenants that it will not change its name without providing at least 30 days prior written notice to Company; (ii) if Associate is an entity (e.g., corporation or limited liability company), Associate's state of incorporation or organization is as set forth on the Prospective Associate's Application and Profile, (iii) if Associate is a partnership, Associate's place of business or, if Associate has more than one place of business, Associate's chief executive office, is as set forth on the Prospective Associate's Application and Profile, and (iv) if Associate is an individual, Associate's principal residency is as set forth on the Prospective Associate's Application and Profile. Associate covenants that it will not change such state of incorporation or organization, principal residency, principal place of business or chief executive office, as the case may be, without providing at least 30 days prior written notice to Company.

ASSOCIATE ADVANCE AND PLEDGE AGREEMENT

This **ASSOCIATE ADVANCE AND PLEDGE AGREEMENT** ("Agreement") is entered into by and between **American Retirement Life Insurance Company, Central Reserve Life Insurance Company, Continental General Insurance Company, Loyal American Life Insurance Company®, Provident American Life & Health Insurance Company** and/or **United Teacher Associates Insurance Company** (collectively, along with their successors and assigns, the "Company"), with administrative offices at 11200 Lakeline Blvd., Ste 100, Austin, Texas 78717-5964, and the person or entity that executes this Agreement whose address is set forth in the Prospective Associate's Application and Profile prepared and submitted in connection herewith.

Scope of Agreement. On this date Associate and Company have entered into an Associate Agreement (including all addenda, modifications, extensions, renewals and substitutions thereof, the "Associate Agreement") governing their independent contractor relationship. Pursuant to this Agreement, Company may, in its sole discretion, make advances of money to Associate or its Subagents (as defined in the Associate Agreement) ("Advances"), which Advances will be reflected in Associate's account or accounts with Company as reflected on Company's books and records (whether one or more, "Associate's Account"). This Agreement constitutes a security agreement between Associate, as debtor, and Company, as secured party, and creates a security interest granted by Associate to Company in the commissions of Associate and other sums payable by Company to Associate, whether earned, unearned, vested or unvested, in order to secure repayment by Associate of the Advances and other amounts due from Associate or its Subagents to Company; further this Agreement documents the procedures to be followed with respect to Advances. The Associate Agreement is incorporated herein by reference, and its provisions, including but not limited to those pertaining to mediation and arbitration, shall be applicable to this Agreement.

Advances. Company may, in its sole discretion, make Advances to Associate or its Subagents in accordance with the terms of the Associate Agreement, and the attached Commission Schedules, and each Advance will be a loan of money by Company to Associate. Company will not be obligated to make such Advances and may unilaterally modify Associate's ability to receive Advances at any time without the consent of Associate or its Subagents although Company shall endeavor to notify Associate reasonably promptly of any change to Associate's ability to receive Advances. No Advances will be made other than in the sole discretion of Company and nothing herein shall be construed as a requirement upon Company to make or continue to make Advances. Company, in its sole discretion, may discontinue making Advances to Associate or its Subagents for any reason.

Advances shall also be subject to the following:

- a. **Associate's Account.** Each Advance or other amount provided to Associate or its Subagents by Company will be debited by Company to the Associate's Account, which is herein pledged by Associate to Company to secure repayment of the Advances.
- b. **Repayment.** All Advances will be deemed to be evidenced by that certain Promissory Note of even date herewith ("Note") executed by Associate payable to the order of Company, which is incorporated herein by reference.
- c. **Account Credits.** Commissions earned by Associate under the Associate Agreement will be credited to Associate's Account. No earned commissions on insurance policies for which commissions were originally advanced by Company to Associate will be paid to Associate unless all amounts owed to Company by Associate and its Subagents are fully repaid, including (without limitation) all Advances, all refunds and all other obligations of the Associate and its Subagents to Company.
- d. **Refunds.** Associate shall promptly refund to Company all Advances received by Associate or its Subagents from Company with respect to (i) submitted insurance applications for which policies are not issued for any reason, (ii) issued insurance policies which are not acceptable by the applicant therefore, (iii) insurance premiums which are refunded for any reason, and (iv) insurance policies which are rescinded for any reason, including without limitation, fraud or misrepresentation in connection with the insurance application. All such refunds, when received by Company, will be credited to Associate's Account.
- e. **Pledge and Collateral.** For value received, Associate hereby assigns and transfers to Company and grants Company a security interest in, and a lien on, any and all commissions and other amounts payable by Company or any affiliate of Company, to Associate at any time and from time to time as reflected in the Associate's Account and otherwise, whether earned, unearned, vested or unvested (the "Collateral"). The Collateral shall be held by Company. This Agreement is made to secure the repayment by Associate of any and all Advances and other obligations under the Note and any and all other obligations of Associate or its Subagents to Company or its assigns, including but not limited to those set forth in the Associate Agreement and this Agreement (collectively the "Obligations").

This Agreement will remain in effect until released by Company in writing. Company has no obligation to release this Agreement except upon payment in full of the Obligations. While this Agreement is in effect, neither Associate nor any other party except Company and its assigns and designees can withdraw all or any part of the Collateral. Associate agrees that no joint owner, beneficiary, surviving spouse or representative of Associate's estate shall have any rights in the Collateral in the event of Associate's death or incapacity unless and until the Obligations are paid in full, and then only to the extent the Collateral has vested in and is payable to Associate pursuant to the Associate Agreement. Associate hereby assigns and grants to Company the right to setoff and apply all or any part of the Collateral toward the repayment of the Obligations, whether or not Associate or any of its Subagents is in default of all or any part of the Obligations. Company may exercise such right of setoff without any notice to Associate or consent from Associate (unless such notice or consent is required by law and cannot be waived).

Warranties and Representation. Associate warrants and represents to Company that: (a) except for the security interest created by this Agreement, Associate has good and valid title to the Collateral free from any lien, security interest, encumbrance or claim, and Associate will, during the term of this Agreement, at Associate's cost, keep the Collateral free from other liens, security interests, encumbrances or claims, and defend any action which may affect the security interest created herein or Associate's title to the Collateral; (b) no financing statement covering the Collateral or any part or proceeds thereof is on file in any public office and, at Company's request, Associate will join in authenticating all financing statements and executing all other instruments deemed necessary by Company to perfect or continue the security interest created herein; (c) no part of the Collateral is exempt or protected by law from the effects of this Agreement; (d) Associate's correct legal name is as set forth on the execution page hereof, and Associate will not change its name without providing at least 30 days prior written notice to Company; (e) if Associate is an entity (e.g., corporation or limited liability company), Associate's state of incorporation or organization is as set forth on the execution page hereof, if Associate is a partnership, Associate's place of business or, if Associate has more than one place of business, Associate's chief executive officer, is as set forth on the execution page hereof, or if Associate is an individual, Associate's principal residency is as set forth on the execution page hereof; and (f) Associate will not change such state of incorporation or organization, principal residency, principal place of business or chief executive office, as the case may be, without providing at least 30 days prior written notice to Company.

Events of Default. The happening of any of the following events or conditions shall be a default hereunder: (a) a default in the timely payment or performance of the Obligations; (b) breach of any warranty or representation made by Associate herein or breach of any duty owed by Associate to Company; (c) default in Associate's obligations under the Associate Agreement or any other agreement between Associate and Company; (d) a default under the Note; (e) a termination of the Associate Agreement; (f) death of Associate (if an individual) or dissolution of Associate (if an entity such as a corporation, limited liability company, partnership, etc.); or (g) Associate becomes insolvent or bankrupt (whether voluntary or involuntary) or makes an assignment for the benefit of creditors or is in default of any obligation.

Remedies of Secured Party upon Default. When default or an event of default occurs, and at any time thereafter, Company may at its sole option by notice to Associate declare the entire unpaid principal amount of any or all of the Obligations then outstanding, all unpaid accrued interest thereon and all other amounts due and payable hereunder and under the Note and the Associate Agreement to be forthwith due and payable, whereupon such amounts shall become forthwith due and payable, without presentment, notice of dishonor, protest or further notice of any kind, all of which are hereby expressly waived by Associate. In addition, Company may proceed to enforce payment of the Obligations and may immediately offset any and all remaining Collateral against the Obligations and may exercise any other remedies available under the Uniform Commercial Code of the applicable state or other applicable law.

Waiver. No waiver by Company of any right hereunder or of any default by Associate shall be binding upon Company unless in writing executed by Company. Failure or delay by Company to exercise any right hereunder or waiver of any default of Associate shall not operate as a waiver of any other right, of further exercise of such right, or of any further default.

Applicable Law. This Agreement shall be governed by the laws of the State of Texas. Exclusive venue with respect to all matters hereunder shall be Travis County, Texas.

Credit report and Other Reports. Associate acknowledges and agrees that Company may at any time and from time to time, either directly or through a credit reporting agency, undertake verification or re-verification of any information contained in Associate's independent insurance Associate application to Company, and Associate authorizes Company to request and obtain investigative credit reports including but not limited to information as to Associate's character, general reputation, personal characteristics and mode of living.

Partial Invalidity. If any provision of this Agreement is declared invalid for any reason, the invalidity of that provision shall not affect the validity of any other provision of this Agreement, and all other provisions shall remain in full force and effect. It is declared to be the intention of the parties that they would have executed all other provisions of this Agreement without including any such part or parts, or portions that may, for any reason, be hereafter declared invalid.

Agent Information. Associate represents and warrants to Company that it has fully and accurately completed the Prospective Associate's Application and Profile. Without limiting the foregoing, Associate represents and warrants to Company that (i) Associate's correct legal name is as set forth on the execution page hereof, and Associate covenants that it will not change its name without providing at least 30 days prior written notice to Company; (ii) if Associate is an entity (e.g., corporation or limited liability company), Associate's state of incorporation or organization is as set forth on the Prospective Associate's Application and Profile, (iii) if Associate is a partnership, Associate's place of business or, if Associate has more than one place of business, Associate's chief executive office, is as set forth on the Prospective Associate's Application and Profile, and (iv) if Associate is an individual, Associate's principal residency is as set forth on the Prospective Associate's Application and Profile. Associate covenants that it will not change such state of incorporation or organization, principal residency, principal place of business or chief executive office, as the case may be, without providing at least 30 days prior written notice to Company.

Assignment. Associate may not, without the express written consent of Company, assign any of its rights or responsibilities hereunder. Company may assign its rights hereunder to a third party, including but not limited to any lender, without notice to or consent of the Associate.

ENTIRE AGREEMENT. THIS AGREEMENT, TOGETHER WITH THE AGREEMENTS INCORPORATED HEREIN BY REFERENCE, REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES, AND ANY AMENDMENT OR MODIFICATION HEREOF SHALL BE IN WRITING AND SIGNED BY THE PARTY BOUND THEREBY. ANY PRIOR ORAL AGREEMENTS BETWEEN THE PARTIES ARE SUPERSEDED BY AND MERGED INTO THIS DOCUMENT, AND THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

JURY TRIAL WAIVER. COMPANY AND ASSOCIATE HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT.

ASSOCIATE PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of **American Retirement Life Insurance Company, Central Reserve Life Insurance Company, Continental General Insurance Company, Loyal American Life Insurance Company®, Provident American Life & Health Insurance Company** and/or **United Teacher Associates Insurance Company** (collectively, along with their successors and assigns, the "Company") with joint offices at 11200 Lakeline Blvd., Ste 100, Austin, Texas 78717-5964 (collectively, along with any successor holder hereof, the "Company"), the aggregate amount of all sums from time to time advanced by or on behalf of Company to Maker or for the benefit of Maker or to Maker's Subagents (as defined in the Associate Agreement (defined hereinafter)) or for the benefit of Maker's Subagents, all as reflected in all of Maker's accounts (collectively, "Account") on the books of Company, or otherwise owed by Maker or its Subagents to Company, with interest on the principal balance from time to time remaining unpaid until this Note shall have been paid in full at the rate hereinafter provided. Maker and Company have entered into an Associate Agreement of even date herewith (including any addenda, modifications, extensions, renewals and substitutions thereof, the "Associate Agreement"), and this Note is executed and delivered pursuant to the terms of the Associate Agreement. Maker agrees and acknowledges that all amounts advanced or deemed advanced to Maker or its Subagents by Company pursuant to the Associate Agreement or otherwise, whether for fees, charge-backs, dues, interest, commission advances or any other charges to the Account, shall be deemed to be advances of principal by Company to Maker payable pursuant to this Note.

Interest Rate. The unpaid principal balance from time to time outstanding hereunder shall bear interest, until the maturity of this Note (whether by demand, acceleration or otherwise), at a rate equal at all times to one percent (1%) per month. With respect to each Advance hereunder, interest shall accrue from the date of such Advance until the date that such Advance has been paid in full. Interest will be calculated and added to the Associate's indebtedness periodically based on the frequency of commission payments to the Associate, which typically is on a biweekly basis, but may vary.

Payment. The unpaid amounts of both principal and interest outstanding under this Note shall be due and payable on demand by Company, but if no demand has theretofore been made then demand shall be deemed to have been given by Company immediately upon any termination of the Associate Agreement. Without limiting the generality of the foregoing sentence, the outstanding principal and accrued interest hereunder shall be repaid from time to time with the commissions earned by Maker and received by Company pursuant to the terms of the Associate Agreement and the Pledge Agreement (as defined below). Any payment due under this Note shall be made to the order of Company and sent to the address of Company as first set forth above, or to such other entity or at such other place as Company may from time to time designate in writing to Maker.

Prepayment. The principal or interest of this Note may be prepaid from time to time, in whole or in part, without premium or penalty. All prepayments shall be applied first to accrued by unpaid interest and then to principal.

Default Interest. After the maturity hereof (whether by demand, acceleration or otherwise) or after a default hereunder, all principal, and if permitted by applicable law all past due interest, shall bear interest at the lesser of eighteen percent (18%) per annum or the highest rate permitted by applicable law.

Default. Without in any way limiting the demand provisions hereof, the occurrence of any of the following events shall be considered a default hereunder:

- a. the failure of Maker to make timely payment of any principal or interest due hereunder;
- b. a failure of Maker to perform any covenant or provision of the Associate Agreement or any other agreement between Maker and Company or any of its affiliates or breach of any duty owed by Maker to Company or any of its affiliates
- c. the bankruptcy or insolvency of, the assignment for the benefit of creditors by, or the appointment of a receiver for any of the property of, Maker;
- d. termination for any reason of the Associate Agreement; or
- e. the death of Maker (if an individual) or dissolution of Maker (if an entity such as corporation, limited liability company, partnership, etc.).

At the option of the holder of this Note, upon the occurrence of any default or at any time thereafter, the entire outstanding principal balance and all accrued unpaid interest and all other amounts due hereunder, and under the Pledge Agreement and the Associate Agreement shall at once become due and payable, without presentment, demand, protest, notice or grace, and the holder may, in addition to all its other rights and remedies, report Maker's name and account information to credit reporting agencies.

The failure to exercise the foregoing options upon the happening of one or more of the foregoing defaults shall not constitute a waiver of the right to exercise any of said options at any subsequent time in respect of the same default or any other default. The acceptance by the holder of this Note of any payment hereunder which is less than the payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of said options at the time or any subsequent time or nullify any prior exercise of any such option.

Attorney's Fees. If this Note is not paid at maturity (whether by demand, acceleration or otherwise), or if it is collected by or through an attorney or any bankruptcy, probate, or other court, whether before or after any such maturity, Maker shall pay all costs of collection incurred by the holder hereof, including but not limited to reasonable attorneys' fees.

Waiver of Notice and Consent. Maker waives presentment, notice of dishonor, notice of intention to accelerate the maturity hereof, diligence in collecting, grace, notice and protest, and Maker consents to all extensions which from time to time may be granted by the holder hereof and to all partial payments hereof, whether before or after maturity (whether by demand, acceleration or otherwise).

Legal Interest Limitations. All agreements between Maker and the holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of the maturity hereof, or otherwise, shall the amount paid, or agreed to be paid to the holder hereof for the use, forbearance, or detention of the money loaned by Company to Maker and evidence hereby or otherwise for the payment or performance of any covenant or obligation contained herein or in any other document evidencing, securing, or pertaining to the indebtedness evidence hereby, exceed the maximum amount permissible under applicable law. If from any circumstance whatsoever, fulfillment of any provision hereof or of such other documents, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance the holder hereof shall ever receive as interest or otherwise an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the principal indebtedness of the undersigned to the holder hereof, and then only excess shall be refunded to Maker. All sums paid or agreed to be paid by Maker for the use, forbearance or detention of the indebtedness of Maker to the holder hereof, as evidence hereby or otherwise, shall to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full term of such indebtedness until payment in full in such manner that there will be no violation of applicable laws pertaining to the maximum rate or amount of interest which may be contracted for, charged or received with respect to such indebtedness. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between the undersigned and the holder hereof.

Agent Information. Maker represents and warrants to Company that it has fully and accurately completed the Prospective Associate's Application and Profile. Without limiting the foregoing, Maker represents and warrants to Company that (i) Maker's correct legal name is as set forth on the execution page hereof, and Maker covenants that it will not change its name without providing at least 30 days proper written notice to Company; (ii) if Maker is an entity (e.g., corporation or limited liability company), Maker's state of incorporation or organization is as set forth on the Prospective Associate's Application and Profile, (iii) if Maker is a partnership, Maker's place of business or, if Maker has more than one place of business, Maker's chief executive office, is as set forth on the Prospective Associate's Application and Profile, and (iv) if Maker is an individual, Maker's principal residency is as set forth on the Prospective Associate's Application and Profile. Maker covenants that it will not change such state of incorporation or organization, principal residence, principal place of business or chief executive office, as the case may be, without providing at least 30 days prior written notice to Company.

Assignment. Company or any subsequent holder of this Note may assign its rights as holder without notice to Maker and without Maker's consent.

APPLICABLE LAW. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. EXCLUSIVE VENUE WITH RESPECT TO ALL MATTERS HEREUNDER SHALL BE TRAVIS COUNTY, TEXAS.

Security. This Note is secured by, among other collateral, an Associate Advance and Pledge agreement (the "Pledge Agreement") herewith by and between Maker and Company. Any and all remedies of Company for collection of this Note hereunder or under the Pledge Agreement shall be cumulative, and the pursuit of one remedy shall not be deemed to exclude any other remedies available to Company.

JURY TRIAL WAIVER. COMPANY AND MAKER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS NOTE.

ENTIRE AGREEMENT. THIS PROMISSORY NOTE TOGETHER WITH THE ASSOCIATE AGREEMENT AND THE PLEDGE AGREEMENT, REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES, AND ANY AMENDMENT OR MODIFICATION HEREOF SHALL BE IN WRITING AND SIGNED BY THE PARTY BOUND THEREBY. ANY PRIOR ORAL AGREEMENTS BETWEEN THE PARTIES ARE SUPERSEDED BY AND MERGED INTO THIS DOCUMENT, AND THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Request for Taxpayer Identification Number and Certification

**Give form to
the requester.
Do not send to
the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S= S corporation P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

PART I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number			
<table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%;"></td> <td style="width: 33%;"></td> </tr> </table>			
or			
Employer identification #			
<table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 100%;"></td> </tr> </table>			

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

PART II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	-----------------------------------	---------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Agent's Code of Ethical Conduct Cigna Supplemental Benefits

As an agent for the Cigna Supplemental Benefits family of companies, you represent our companies to the public, and you embody our professional reputation in your dealings with clients. Our Company supports the Principles of the Insurance Marketplace Standards Association. We ask that all our representatives review and understand the following statement as your commitment to the highest standards of doing business:

- I will treat my clients as I would want to be treated.
- I will study the terms and provisions of any Cigna Supplemental Benefits contract, which I will sell, so that I can relate it accurately to the potential buyer.
- I will ask questions to learn the client's situation, so I may assist the client in selecting a product that is appropriate to the client's needs, retirement plans, tolerance for risk, and financial situation.
- I will conduct all business with honesty, fairness and integrity.
- All advertising and sales materials I use and comments I make in the sales process will be based on principles of fair business dealing and good faith, and they will have a sound basis in fact.
- I will refrain from focusing sales on inappropriate, disparaging allegations about competitors and their products-comments on the competition will be based on factual knowledge and true comparisons of features and benefits.
- I will comply with all applicable insurance laws and regulations, and with all state and federal laws regarding fair competition.