

# LICENSED – ONLY AGENT AGREEMENT

- Complete the **Prospective Licensed-Only Agent’s Application and Profile**, Sign, Date and Return. **Important Note: If appointing a corporate agency or business entity both the signature lines that are provided for the agent or agency soliciting appointment must be signed.**
- Review and sign the **Authorization To Conduct A Background Investigation**. Be sure to include the signed copy when returning your completed application.
- Review the **Licensed – Only Agent Agreement** and keep for your records.
- Review the **AML Producer’s Guide** and keep for you records.

## PLEASE MAKE SURE YOU SEND IN THE FOLLOWING:

- Enclose a copy of your **current resident license** and non-resident licenses for all other state(s) where you desire to be appointed.
- Enclose a copy of your **E&O Declarations Page** with minimum limits of \$100,000 per occurrence and an aggregate limit of \$1,000,000 or a completed copy of your application for coverage under our sponsored group plan offered by the National Association of Professional Agents (NAPA).

Return all contracting paperwork to the home office at:

Fax: 888-832-4154

Email: [CSBLicensing@Cignahealthcare.com](mailto:CSBLicensing@Cignahealthcare.com)

Mail: P.O. Box 5700

Scranton, PA 18505-5700

ATTN: Licensing



**Supplemental Benefits**

Cigna Healthcare Supplemental Benefits  
**PROSPECTIVE LICENSED-ONLY**  
**AGENT APPLICATION & PROFILE**

Please check each company you wish to be contracted with \* herein known as "Company":

- |   |   |
|---|---|
| <input type="checkbox"/> American Retirement Life Insurance Company | <input type="checkbox"/> Cigna Health and Life Insurance Company  |
| <input type="checkbox"/> Cigna Insurance Company                    | <input type="checkbox"/> Cigna National Health Insurance Company  |
| <input type="checkbox"/> Loyal American Life Insurance Company      | <input type="checkbox"/> Medco Containment Life Insurance Company |

Initial states you wish to be appointed in\*: \_\_\_\_\_

\*Applications for insurance solicited for a Company or in a State not checked or listed above will be deemed to be an amendment to this application for contracting and be processed by the Company as if this application included that Company or State.

**I. PERSONAL INFORMATION**

Full Name \_\_\_\_\_  
*First Middle Last*

National Producer Number (NPN) \_\_\_\_\_ Email \_\_\_\_\_

Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Gender \_\_\_\_\_ SSN \_\_\_\_\_

Residence Address \_\_\_\_\_  
*Street City State County Zip*

Mailing Address \_\_\_\_\_  
*Street City State County Zip*

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Mobile Phone \_\_\_\_\_  
Providing your cell/mobile number allows us to send text alerts

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**II. BACKGROUND INFORMATION**

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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.**

- |   | <b>Yes</b>               | <b>No</b>                |
|---|--------------------------|--------------------------|
| 1) Are you or have you ever been appointed with American Retirement Life Insurance Company, Central Reserve Life Insurance Company, Cigna Health & Life Insurance Company, Cigna Insurance Company, Continental General Insurance Company, Loyal American Life Insurance Company, Medco Containment Life Insurance Company, Provident American Life & Health Insurance Company, and/or United Teacher Associates Insurance Company?<br>Explanation: | <input type="checkbox"/> | <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?)<br>Explanation:   | <input type="checkbox"/> | <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?<br>Explanation:   | <input type="checkbox"/> | <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?<br>Explanation:  | <input type="checkbox"/> | <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?<br>Explanation:   | <input type="checkbox"/> | <input type="checkbox"/> |
| 6) Has a bonding, surety or E&O provider denied an application or claim, made payment for you or terminated coverage?<br>Explanation:   | <input type="checkbox"/> | <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?<br>Explanation:  | <input type="checkbox"/> | <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?<br>BANKRUPTCY DISCHARGE/DISMISSAL DATE _____<br>Explanation:   | <input type="checkbox"/> | <input type="checkbox"/> |

**III. 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, up-line recruiting agent 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 Licensed-Only Agents Agreement including Section 18 which sets forth the terms and provisions relating to Mandatory Mediation, Mandatory Binding and reviewed the AML Producer's Guide.** 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.

**Signature of individual requesting to be contracted with Company as a Licensed Only Agent**

\_\_\_\_\_ Date \_\_\_\_\_

**Signature of Corporate Officer** of business entity requesting to be contracted with Company as a Licensed Only Agent

\_\_\_\_\_ Date \_\_\_\_\_

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**IV. TO BE COMPLETED BY UP-LINE RECRUITING 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 Licensed-Only Agent's 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 Up-Line Recruiting.

Printed Name of Up-Line Recruiting Agent \_\_\_\_\_

Signature of Up-Line Recruiting Agent \_\_\_\_\_

Agent Number \_\_\_\_\_

Date \_\_\_\_\_

**AUTHORIZATION TO CONDUCT A BACKGROUND INVESTIGATION**

For appointment purposes, I hereby authorize the Company to obtain a consumer report and/or investigative consumer report that includes information about my character, general reputation, credit worthiness, and personal traits. I hereby authorize all entities having information about me, including, but not limited to present and former employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies, and credit reporting agencies, to release such information to the Company or any of its affiliates. I agree that an electronic version, fax or photocopy of this authorization and release shall be as valid and binding as an original. I acknowledge receipt of the Fair Credit Reporting Act disclosure form included in this document.

**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. You may request and receive from us, within 5 business days of our receipt of your request, the name, address and telephone number of the nearest unit designated to handle inquiries for the consumer reporting agency issuing the investigative report concerning you. You also have the right, under Maine law, to request and promptly receive all such agencies copies of any reports.

**For Washington Applicants Only** – If we request an investigative consumer report, you have the right, upon written request made within a reasonable period of time, to receive from us a complete and accurate disclosure of the nature and scope of the investigation. You have the right to request from the consumer reporting agency a summary of your rights and remedies under state law. The consumer reporting agency which furnished the report is Business Information Group, P.O. Box 541, Southhampton, PA, 18966, Telephone (800) 260-1680. [www.bigreport.com](http://www.bigreport.com).

**For California, Minnesota & Oklahoma Applicants Only** – A consumer credit report will be obtained through Business Information Group, Inc. (B.I.G.), P.O. Box 541 Southhampton, PA, 18966, Telephone (800) 260-1680. [www.bigreport.com](http://www.bigreport.com). 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). **BIG's privacy practices with respect to the preparation and processing of investigative consumer reports may be found at [www.big](http://www.bigreport.com) report.com (link at bottom of page entitled, "Legal/Privacy").**

Signature of individual requesting to be contracted with the Company as an Associate	Date
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*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.*

## **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-567-8688.
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

#### **CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE**

**You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization.** The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is

placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**



<b>TYPE OF BUSINESS:</b>	<b>CONTACT:</b>
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group P.O. Box 53570 Houston, TX 77052</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. Division of Depositor and Consumer Protection National Center for Consumer and Depositor Assistance Federal Deposit Insurance Corporation 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Assistant General Counsel for Office of Aviation Consumer Protection Department of Transportation 1200 New Jersey Avenue SE Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Public Assistance, Governmental Affairs, and Compliance Surface Transportation Board 395 E Street SW Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Division Regional Office</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Administrator, Office of Capital Access United States Small Business Administration 409 Third Street SW, Suite 8200 Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street NE Washington, DC 20549</p>
<p>8. Institutions that are members of the Farm Credit System</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357</p>



## Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

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Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

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### AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

### BY SIGNING the LICENSED ONLY AGENT AGREEMENT, I HEREBY:

Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing DebitCheck; Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer; Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company; Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company; Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

## LICENSED – ONLY AGENT AGREEMENT

THIS LICENSED-ONLY AGREEMENT (“Agreement”) is made and entered into by and between Company with administrative offices at 11501 Alterra Pkwy, Ste 500 Austin, TX 78758 and the person or entity that executes this Agreement and whose address is set forth in the Prospective Licensed-Only Agent’s Application and Profile prepared and submitted in connection herewith (hereinafter, the “Licensed-Only Agent, 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: **Cigna Insurance Company, Cigna National Health Insurance Company, American Retirement Life Insurance Company, Central Reserve Life Insurance Company, Cigna Health and Life Insurance Company, Loyal American Life Insurance Company, Medco Containment Life Insurance Company and Provident American Life & Health 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 Licensed-Only Agent, Company hereby appoints Licensed-Only Agent to act as an agent for Company, to represent Company in promoting, soliciting sales of, and selling designated products offered by and through Company. The relationship of Licensed-Only Agent 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. Licensed-Only Agent is free to exercise its own judgment as to the time and manner for performing services required under this Agreement. Licensed-Only Agent is also free to exercise its own judgment as to the persons from whom Licensed-Only Agent will solicit applications and the time and place of solicitation, subject to compliance with applicable law.

Licensed-Only Agent 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 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 in cases where appropriate (e.g., nonpayroll deduct cases)) and to do any act or perform any duty specifically authorized by Company in writing. Licensed-Only Agent shall make no representations, warranties or commitments of any type to applicants as to the issuance of a policy or coverage of specific medical conditions or claims, nor will Licensed-Only Agent incur any liability or debt on behalf of Company.

Licensed-Only Agent represents and warrants to Company now and at all times during the effectiveness of this Agreement that Licensed-Only Agent holds all licenses, certifications, bonds, and insurance necessary to perform services under this Agreement and on behalf of Company and that the state insurance regulatory authorities and all other appropriate governmental authorities with jurisdiction over Licensed-Only Agent have not revoked, suspended, denied renewal or otherwise imposed restrictions or limitations on Licensed-Only Agent’s licenses, certifications or qualifications necessary to perform under this Agreement and on behalf of Company.

Agent’s authority shall not extend beyond the limited authority as set forth in this Agreement and in conjunction with that limited authority Agent hereby agrees and acknowledges that Agent 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 as described in Company manuals, rate books, and general instructions.
- (ii) Contract debts or obligations in the name of Company or obligate it in any way; bind or attempt to bind Company 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: No Compensation**

Company will not compensate Licensed-Only Agent under this Agreement. It is understood and agreed that Licensed-Only Agent is under direct contract with the undersigned Up-Line Recruiting Agent and that Licensed-Only Agent will hold the Up-Line Recruiting Agent solely accountable for any compensation related to its activities hereunder. However, because Company will provide Licensed-Only Agent, and Licensed-Only Agent will use, Company’s proprietary written materials, pricing lists, and electronic web-portal, are necessary for Licensed-Only Agent to perform under this agreement. Because that information is Trade Secret Information of Company, Company may enforce the terms of this agreement as Against Licensed-Only Agent.

### **Section 3: Territory**

During the term of this Agreement, Licensed-Only Agent may solicit only in territories in which it and Company are duly licensed and authorized in writing. No territory is assigned exclusively to Licensed-Only Agent, 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 part of Licensed-Only Agent’s territory or any other territory even if Company is still licensed and authorized therein.

### **Section 4: Responsibilities and Restrictions**

Licensed-Only Agent shall at all times 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. Licensed-Only Agent 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.

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

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

## **Section 5 : HIPAA Business Licensed-Only Agent Agreement**

### **1. Definitions**

Capitalized terms used in this Business Licensed-Only Agent 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:

- A. any unintentional acquisition, access, or use of PHI by an employee or individual acting under the authority of Licensed-Only Agent 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 Licensed-Only Agent; any inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by Licensed-Only Agent 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 Licensed-Only Agent in its capacity as the Business Licensed-Only Agent of Company, the combining of such PHI by Licensed-Only Agent with the PHI received by Licensed-Only Agent in its capacity as a Business Licensed-Only Agent 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 Licensed-Only Agent creates or receives from or on behalf of Company in the course of fulfilling its obligations under this Agreement or the applicable Licensed-Only Agent 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 LICENSED-ONLY AGENT**

### **A. Use and Disclosure of PHI**

- (i) Except as otherwise limited in this Agreement, Licensed-Only Agent may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Company as specified in the Licensed-Only Agent 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 Licensed-Only Agent.
- (ii) To the extent Licensed-Only Agent is to carry out one or more of Company's obligations under Subpart E of 45 C.F.R. Part 164, Licensed-Only Agent agrees to comply with the requirements of Subpart E that apply to the Company in the performance of such obligations.
- (iii) Licensed-Only Agent may use or disclose PHI as required by law.
- (iv) Licensed-Only Agent 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 Licensed-Only Agent may use and disclose PHI as permitted under the HIPAA Privacy Rule for the proper management and administration of Licensed-Only Agent or to carry out the legal responsibilities of Licensed-Only Agent, provided that disclosures are: (a) required by law or (b) Licensed-Only Agent 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 Licensed-Only Agent 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, Licensed-Only Agent 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 Licensed-Only Agent Agreements.
- (vi) Licensed-Only Agent 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 Licensed-Only Agent set forth in this Agreement or the applicable Licensed-Only Agent Agreements, or as required by law.

### **B. Limited Data Set or Minimum Necessary Standard**

In using, requesting and/or disclosing PHI, Licensed-Only Agent shall comply with any and all applicable laws, including implementing guidance and regulations, in determining what constitutes "minimum necessary." Licensed-Only Agent 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 Licensed-Only Agent, 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 Licensed-Only Agent Agreements. Licensed-Only Agent shall determine what constitutes the minimum necessary to accomplish the intended purpose of such disclosure. Licensed-Only Agent'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**

Licensed-Only Agent shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual. Licensed-Only Agent 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**

Licensed-Only Agent 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**

Licensed-Only Agent shall comply with all applicable requirements of HIPAA and the HITECH Act relating to Business Licensed-Only Agents 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. Licensed-Only Agent 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**

Licensed-Only Agent shall comply with the HIPAA Security Rule with respect to any Electronic PHI that Licensed-Only Agent holds on behalf of Company.

- (i) Licensed-Only Agent 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) Licensed-Only Agent 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) Licensed-Only Agent 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, Licensed-Only Agent shall immediately report such use or disclosure to Company.
- (ii) Licensed-Only Agent 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, Licensed-Only Agent shall forward to Company as soon as practicable, but in any event within 48 hours after such Breach or suspected Breach is discovered by Licensed-Only Agent, 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 Licensed-Only Agent (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, Licensed-Only Agent is not the agent of the Company (as "agent" is defined under common law).
- (iii) Licensed-Only Agent 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. Licensed-Only Agent shall be liable for all costs associated with the investigation, remediation, mitigation, and reporting of Breaches of Unsecured PHI caused by Licensed-Only Agent, its officers, employees, agents, and/or subcontractors.
- (iv) If requested by Company, Licensed-Only Agent 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, Licensed-Only Agent 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), Licensed-Only Agent shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Licensed-Only Agent agree to the same restrictions, conditions, and requirements that apply to Licensed-Only Agent with respect to such information pursuant to this Agreement, and as required by applicable law, with respect to such PHI. Licensed-Only Agent 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. Licensed-Only Agent shall ensure that any agent or subcontractor of Licensed-Only Agent to whom Licensed-Only Agent provides PHI implements reasonable and appropriate safeguards to protect such information.

#### **J. Access to PHI**

In the event Licensed-Only Agent maintains PHI in a Designated Record Set, Licensed-Only Agent shall, within five business days of receipt of a request from Company, provide to Company PHI in Licensed-Only Agent'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. Licensed-Only Agent shall comply with, and shall assist Company in complying with, requirements for providing access to certain information in electronic format if Company or Licensed-Only Agent 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 Licensed-Only Agent, whether or not Licensed-Only Agent is in possession of PHI, Licensed-Only Agent may not approve or deny access to the PHI requested. Rather, Licensed-Only Agent shall, within two business days, forward such request to Company.

#### **K. Availability of PHI for Amendment**

In the event Licensed-Only Agent maintains PHI in a Designated Record Set, Licensed-Only Agent shall, within five business days of receipt of a request from Company, provide to Company PHI in Licensed-Only Agent'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, Licensed-Only Agent 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 Licensed-Only Agent, whether or not Licensed-Only Agent is in possession of PHI, Licensed-Only Agent may not approve or deny the requested amendment. Rather, Licensed-Only Agent shall, within two business days forward such request to Company.

#### **L. Accounting of Disclosures**

Licensed-Only Agent 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. Licensed-Only Agent shall comply with, and shall assist Company in complying with requirements for providing an accounting of certain PHI disclosures if Company or Licensed-Only Agent uses or maintains an electronic health record with respect to PHI, under 45 C.F.R. §164.528. Licensed-Only Agent shall, within 10 business days of receipt of a request from Company, provide to Company such information as is in Licensed-Only Agent'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 Licensed-Only Agent, Licensed-Only Agent 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**

Licensed-Only Agent 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**

Licensed-Only Agent 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 Licensed-Only Agent'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 Licensed-Only Agent on behalf of Company, received by Licensed-Only Agent from Company, or received by Licensed-Only Agent from a third party on behalf of Company.

#### **O. Policies, Procedures and Training**

Licensed-Only Agent 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. Licensed-Only Agent 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**

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

### **3. TERM AND TERMINATION**

#### **A. Term**

The term of this Business Licensed-Only Agent Agreement shall terminate when all of the PHI provided by Company to Licensed-Only Agent, or created or received by Licensed-Only Agent 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 Licensed-Only Agent has committed a material breach of this Agreement, or any applicable Licensed-Only Agent Agreements pertaining to the use or disclosure of PHI, Company shall either:

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

Licensed-Only Agent acknowledges and agrees that any breach of this Business Licensed-Only Agent Agreement shall also constitute a breach of the applicable Licensed-Only Agent Agreements.

#### **C. Effect of Termination**

- (i) Except as provided in the paragraph below, upon termination of this Business Licensed-Only Agent Agreement for any reason, Licensed-Only Agent shall return or destroy all PHI received from Company, or created or received by Licensed-Only Agent on behalf of Company. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Licensed-Only Agent. Licensed-Only Agent shall retain no copies of the PHI.
- (ii) In the event that Licensed-Only Agent determines that returning or destroying the PHI is infeasible, Licensed-Only Agent 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, Licensed-Only Agent 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 Licensed-Only Agent maintains such PHI.

### **4. MISCELLANEOUS**

#### **A. Gramm-Leach Bliley Act (GLBA)**

To the extent that any information obtained by Associate is "nonpublic personal information" about "consumers" or "customers" as such terms are defined in GLBA and in regulations issued thereunder (collectively, "Consumer Data"), then in addition to the obligations of Associate under this Section 9, Associate agrees that it will not disclose or use such Consumer Data under this Agreement other than to carry out the purpose of this Agreement or in any manner prohibited by the GLBA or the regulations issued thereunder. Associate further covenants and agrees to maintain appropriate measures designed to meet the objectives of the applicable guidelines establishing information security standards as adopted by any federal regulatory agencies having jurisdiction over Associate's affairs. These measures include appropriate disposal of Consumer Data, as required, and taking appropriate actions to address incidents of unauthorized access to sensitive Consumer Data, including notification to the other Party as soon as possible of any such incident. Without limiting the foregoing, each Party represents and warrants that its information security program is designed to: (i) ensure the security and confidentiality of Consumer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of such data; and (iii) protect against unauthorized access to or use of such data that could result in substantial harm or inconvenience to any consumer.

#### **B. Consumer Data**

Company may, in its sole discretion and in furtherance of this Agreement, provide Associate with consumer data if the sharing of such data complies with all applicable laws, statutes, regulations, and rules (and reasonable interpretations thereof and guidance related thereto) (collectively, "Applicable Laws"), including, but not limited to GLBA, HIPAA and state law. Any such data that Company shares with Associate is exclusively owned by Company. Associate is expressly prohibited from selling or licensing the data or sharing such data with other third parties in any manner that violates Applicable laws.

#### **C. Limitation of Liability**

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

#### **D. 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 Licensed-Only Agent Agreements, Licensed-Only Agent shall indemnify and hold Company harmless from and against all damages, costs, fines and penalties directly or indirectly arising from Licensed-Only Agent's breach of Applicable Laws, including GLBA, HIPAA and the HITECH Act, and/or related to any Breach directly or indirectly attributable to Licensed-Only Agent including its employees, officers, directors, agents, and/or subcontractors.

**E. Regulatory References**

A reference in this Business Licensed-Only Agent 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.

**F. Amendment**

The terms of this Business Licensed-Only Agent 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 Licensed-Only Agents 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 Licensed-Only Agent and provide such required amendment, and Company and Licensed-Only Agent shall continue to perform their respective obligations under this Agreement as modified.

**Section 6: Term**

This Agreement may be terminated for any or no reason by either party immediately upon written notice to the other or immediately if Licensed-Only Agent or any of Licensed-Only Agent's employees or independent contractors shall:

- (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 Licensed-Only Agent is licensed and/or other laws or regulations of such state or territory which Licensed-Only Agent 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) die (if an individual) or 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.

**Section 7: Method of Remittance on New Applications**

Licensed-Only Agent shall immediately remit to Company all premiums collected or received by Licensed-Only Agent. 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.

**Section 8: Records and Reports**

Licensed-Only Agent shall render such reports and keep such records and business accounts as Company requests.

**Section 9: Printed Material**

Company may furnish Licensed-Only Agent with all supplies, applications, circulars and printed matter Company deems necessary for doing business under this Agreement. Licensed-Only Agent 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 10: 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. Licensed-Only Agent shall promptly refund all monies collected on any application by Licensed-Only Agent on which a policy is declined, on any application by Licensed-Only Agent on which Company issued a policy not accepted by the applicant, and on any application by Licensed-Only Agent for which the premium is refunded.

**Section 11: Discontinuance of Policy Forms**

Without incurring any liability to Licensed-Only Agent, Company may discontinue or withdraw, rewrite, replace or convert any policy now or hereafter made available for sale.

**Section 12: Policy Replacement Prohibited**

Licensed-Only Agent 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 12, Company would not enter into this Agreement and would not provide Licensed-Only Agent with the printed materials identified in Section 9 of this Agreement and access to the electronic web-portal.

Furthermore, Licensed-Only Agent shall not directly or indirectly attempt to recruit any agent or producer of Company for any other entity or persuade any agent or producer of Company to terminate or reduce their relationship with Company.



Company will provide Licensed-Only Agent, and Licensed-Only Agent will use Company's proprietary written materials, pricing lists, and electronic web-portal, which are necessary for Licensed-Only Agent to perform under this Agreement. This material constitutes Trade Secret Information of Company as further defined in Section 13 of this Agreement. Company would not provide this information if Licensed-Only Agent did not agree to the terms of this Section 12.

### **Section 13: Trade Secret Information**

Licensed-Only Agent does hereby acknowledge, agree and accept that the Trade Secret Information of Company falls within that term as defined by Texas Trade Secrets Act 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, and amounts and types of insurance; expiration and renewal dates of policies; lists of business leads; claims histories; due dates of premium and amounts thereof; and statements of monthly accounts submitted to Licensed-Only Agent by Company. Specifically Trade Secret Information includes the physical materials and web-portal access which Company will provide to Licensed-Only Agent. All Trade Secret Information furnished to the Licensed-Only Agent shall be and remain the property of Company. This specifically includes lists of customers and related information, which Licensed-Only Agent 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. Licensed-Only Agent will not during or after the term of this 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 shall survive the termination of this Agreement for any reason.

### **Section 14: Liability, Indebtedness and Indemnity**

Licensed-Only Agent shall be liable to Company for the payment of all (i) monies due from Licensed-Only Agent, (ii) debit balances on the account of Licensed-Only Agent, or (iii) debit balances resulting from loans to Licensed-Only Agent by Company. Company's books shall be *prima facie* evidence of such debit balances or loans due.

Any indebtedness incurred by Licensed-Only Agent to Company shall be payable on demand immediately upon receipt of a written notice from Company.

Licensed-Only Agent 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 and any related agreement or any unauthorized, fraudulent, negligent or wrongful act, omission, statement or representation by Licensed-Only Agent, Licensed- Only Agent's employees or independent contractors. This Section shall survive the termination of this Agreement for any reason.

### **Section 15: Errors and Omissions**

Licensed-Only Agent 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, issued by an insurance company acceptable to Company.

### **Section 16: Survivability**

Sections 2, 4, 6, 9, 11, 12, 13, 14, 16, 18, 19, 20, 21, 22 and 23 of this Agreement shall survive its termination for any reason.

### **Section 17: Assignment**

This Agreement is a continuing obligation and shall be binding upon Company and Licensed-Only Agent, and their respective heirs, successors, transferees and assigns, and shall inure to the benefit of and be enforceable by Company and Licensed-Only Agent and their respective heirs, successors, transferees and assigns. Licensed-Only Agent may not, without the express prior written consent of Company, assign any of its rights or responsibilities hereunder. Company may assign its rights hereunder to a third party without notice to or consent of Licensed-Only Agent.

### **Section 18: 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 Licensed-Only Agent 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.

C. **Exclusivity** - Each party agrees that compliance with the requirements of this Section 18 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.

D. **Exceptions** - Notwithstanding any other provision of this Agreement, Company may enforce Licensed-Only Agent's compliance with any restrictive covenant, policy replacement prohibition, 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 need to post a bond to do so.

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

#### **Section 19: Attorney's Fees**

In any litigation between Licensed-Only Agent 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 18 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 20: 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 LICENSED-ONLY AGENT 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.

#### **Section 21: 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 22: 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 (whether oral or written) between Company and Licensed-Only Agent. 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.

#### **Section 23: 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 Licensed-Only Agent or others in Licensed-Only Agent'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 Licensed-Only Agent becoming licensed in Licensed-Only Agent'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 24: 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 25: 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 change shall be effective only in the specific instance and for the specific purpose given.

## Producer's Guide ("Producer's Guide") to Anti-Money Laundering Program for Agents and Producers of the Life Insurance Companies comprising Cigna Supplemental Benefits (CSB)

As an insurance producer, your skills and services help your clients achieve financial success and security. Because you are on the front lines of a multi-billion dollar industry, you are in a unique position not only to serve your clients, but also to serve the country by helping prevent money laundering and the financing of terrorist activities.

To comply with the federal anti-money laundering regulations for insurance companies, CSB has adopted a detailed anti-money laundering program. You have an important role to play in that program. As a person who deals directly with customers, you will often be in a critical position to obtain information regarding the customer, the customer's source of funds for the products you sell, and the customer's reasons for purchasing an insurance product. You should expect to collect and retain information needed to assess the risk associated with a particular piece of business – in particular, to identify customers in high-risk businesses or high-risk geographic locations, or those using products or services that may be more susceptible to abuse in money laundering or other illegal activity.

### **I. Required Training**

Federal regulations [31 CFR 103.137] require CSB insurance companies to provide their agents and producers with ongoing anti-money laundering training. Thus in order to avoid delays in new business processing CSB requires that you successfully complete anti-money laundering training provided by LIMRA on an annual basis.

If you are appointed with another insurance company(s) that also utilizes LIMRA for its AML training, you need only take the training once. LIMRA will automatically share the results with all other insurance companies you are appointed with that use LIMRA for its training.

#### **A. To access LIMRA Anti-Money Laundering training:**

1. Visit <https://aml.limra.com> and enter your username and password in lowercase in the spaces provided. Please note that the login function is case sensitive. Your username is the first four letters of your last name plus the last six digits of your social security number. Your password is your last name. For example, John Smith, whose social security number is 000-12-3456 would have the following username and password:  
Example Username: smit123456  
Example Password: smith  
You will then be prompted to change your password.
2. Click on the *Login* button.
3. Complete one of the appropriate Anti-Money Laundering courses. CSB will automatically receive notification of your course completion.

#### **B. If you have any AML training program questions, please contact CSB Agent Contracting at (877) 454-0923**

### **II. Customer Information Gathering**

In order to sell individual whole life insurance policies and other insurance products offered by a CSB insurance company that have a cash value or an investment feature, CSB's anti-money laundering program requires you to ensure that all information requested on the product application form and on any associated documents is accurate and complete. If a customer resists providing any requested information, appears to have provided false or misleading information, refuses to provide an acceptable form of identification or has otherwise provided information that cannot be verified, before contracting you should promptly contact the CSB Compliance Department at [Csbbusinesscompliance@cigna.com](mailto:Csbbusinesscompliance@cigna.com), and follow any instructions you are given. Records of this information must be retained as long as the policy or contract remains in force and for five years thereafter.

CSB insurance companies have developed a Notice and Customer Information Form (AR-NCIF or LY-NCIF) to help ensure that all required customer information is obtained. At this time this form must be used in all individual whole life product sales and in connection with the sale of any other individual insurance product that has a cash value or investment feature. An exception may be available as determined by the CSB Compliance Department for a final expense product, but only if a personal history interview and prescription verification are utilized by the CSB insurance company during the underwriting process.

### **III. Suspicious Activity Reporting**

You must immediately notify us if you detect any money laundering red flags, so that CSB can determine whether a suspicious activity report (SAR) must be filed with the U.S. Department of the Treasury. Typically a SAR must be filed within thirty (30) days of the initial detection of the suspicious activity. Insurance Industry red flags include but are not limited to:

- The purchase of a product that appears to be inconsistent with a customer's needs;
- The purchase or funding of a product that appears to exceed a customer's known income or liquid net worth;
- Any attempted unusual method of payment, particularly by currency or cash equivalents such as money orders, traveler's checks or cashier checks;
- Payment of a large amount broken into small amounts;

- Little or no concern expressed by a customer for the investment performance of an insurance product, but much concern expressed about the early termination features of the product;
- The reluctance of a customer to provide identifying information, or the provision of information that seems fictitious;
- A customer's inquiring about how to borrow the maximum amount available soon after purchasing the product;
- Listing a beneficiary or payee who is apparently an unrelated third party or who otherwise has no apparent relationship to the customer;
- A customer applies for a policy out of state when the same or similar product is available in his/her home state;
- The customer uses an out of state mailing address; and
- Any other activity that you think is suspicious.

If you identify any suspicious activity or money laundering red flags, you must promptly notify the CSB AML Compliance Contact, [Csbbusinesscompliance@cigna.com](mailto:Csbbusinesscompliance@cigna.com). In that regard, you may be asked by the CSB AML Compliance Contact or by other CSB management personnel to investigate further or obtain additional information from the customer. If so requested you must expeditiously obtain any requested information so CSB can determine in a timely manner if a SAR needs to be filed.

**The CSB AML Compliance Officer/Contact has the sole responsibility for determining whether to file a SAR and for responding to any regulatory agency's, customer's, employee's, agent's or producer's inquiry regarding suspicious activity or SAR. The fact that a suspicious activity is under investigation, or that a SAR has been filed or considered - including the contents of any SAR that has been filed - are strictly confidential. An agent or producer must not, under any circumstances, disclose that a suspicious activity is under investigation or that a SAR has been filed or is being considered – including the contents of a SAR - to the subject of a suspicious activity investigation or SAR, or to any third party. Violations of confidentiality related to suspicious activity investigations or reporting may result in substantial civil and/or criminal penalties.**

#### IV. Methods of Payment

You should advise the customer that only the following types of payment may be used to purchase an insurance product from a CSB insurance company:

- Personal check made payable to the appropriate CSB insurance company;
- Properly completed payroll deduction authorization form;
- Properly completed pre-authorized checking account drafting form;
- Wire Transfers and other forms of electronic funds transfer; or
- Checks from another financial institution made payable to a CSB insurance company for the benefit of a new or existing customer.

If a customer gives you an unacceptable form of payment, you should explain what forms of payment are acceptable, return the unacceptable payment immediately and notify the CSB AML Compliance Contact of the red flag. You should also notify the CSB AML Compliance Contact if you encounter difficulty dealing with a customer regarding CSB's standards for acceptable and unacceptable forms of payment. The CSB Compliance Contact can be reached at [Csbbusinesscompliance@cigna.com](mailto:Csbbusinesscompliance@cigna.com).

Both CSB insurance companies and their producers share the responsibility of compliance with CSB's AML Program and all applicable anti-money laundering laws. A failure to do so will constitute grounds for discipline up to and including termination of your contract for cause. In addition, violation of anti-money laundering laws may expose those responsible to substantial civil and criminal penalties under federal law.

Cigna Insurance Company, Cigna National Health Insurance Company, Cigna Supplemental Benefits family of companies include, American Retirement Life Insurance Company, Central Reserve Life Insurance Company, Loyal American Life Insurance Company, Medco Containment Life Insurance Company, Provident American Life & Health Insurance Company and United Benefit Life Insurance Company.

*Administering Medicare Supplement and Supplemental Health business for:*  
Continental General Insurance Company, and MassMutual Ascend

## **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.