
GENERAL AGENT CONTRACT

SECTION I - PARTIES

This General Agent Contract (referred to as "Contract") is made by and between (select only those that apply)

- American Continental Insurance Company**, its successor and/or assign (referred to as "Company" singularly or collectively)
- Continental Life Insurance Company of Brentwood, Tennessee**, its successor and/or assign (referred to as "Company" singularly or collectively)

and you, _____, and shall take effect on the date stated below. This Contract supersedes any prior contract(s) that you may have had with Company, except for terms of prior contract(s) that pertain to compensation, vesting, lien(s) and replacement of policies on business written prior to the effective date of this Contract.

SECTION II - APPOINTMENT, TERRITORY AND RELATIONSHIP

1. The Company selected above appoints the person or entity named above as its General Agent (referred to as "GA") with the authority and obligations set forth in this Contract. GA hereby accepts such appointment and agrees to the terms and conditions of this Contract.
2. GA shall solicit only in the territory where the Company officially appoints said GA. GA does not have the exclusive right to represent Company in any territory. Company reserves the right to appoint other marketing general agents, general agents and agents to represent Company in any territory.
3. GA understands and agrees that it is an independent contractor, not an employee of Company. GA is free to use its independent judgment as to the persons from whom applications are solicited and the time, place and manner of solicitation. However, this does not excuse GA from its duty to comply with Company rules and with those governmental laws and regulations that apply to GA or Company. If training courses, sales methods and materials, office facilities or similar aids and services are extended or made available to the GA, it is agreed that the purpose and effect is not to give Company control of the GA's time or direction or control over the manner or means by which the GA shall conduct business, but only to assist the GA in such business and to comply with governmental laws and regulations.

SECTION III - AUTHORITY AND LIMITATIONS

4. Provided GA is properly licensed and appointed with Company, GA is authorized to solicit applications for insurance policies on the lives and health of people satisfactory to Company and to collect initial premium payments, but only through checks, drafts or money orders made payable to the applicable underwriting Company. GA agrees that all cash, checks or monies received by GA for or on behalf of Company shall be held by GA in trust for Company and shall be promptly submitted to Company in accordance with the Company's rules and practices.
5. GA is authorized to: (a) recommend licensed Agents or General Agents for appointment and assignment to GA. GA acknowledges and agrees that Company reserves the right to reassign, terminate, refuse to appoint, and/or contract with any such Agents or General Agents in Company's sole discretion. (b) recruit, train and supervise Agents and General Agents appointed by Company and assigned to GA (such Agents and General Agents are referred to as "Agency") to solicit applications for insurance policies on the lives and health of people satisfactory to Company.
6. GA's authority to represent Company is expressly limited to the terms of this Contract. By entering into this Contract and accepting Company's authorizations, GA agrees to the following:
 - (a) To be knowledgeable of, and comply with, all applicable licensing requirements, laws and regulations of the jurisdiction(s) in which GA operates; to ensure that Agency appointed under the terms of this contract comply with all applicable licensing requirements in the jurisdiction(s) in which they conduct business and to monitor their continued compliance of such laws by completing all required continuing education or other licensing requirements; and to notify Company immediately if any such license is terminated, suspended or revoked;
 - (b) To be knowledgeable of and comply with the rules, policies and procedures of Company, including but not limited to: market conduct standards, ethical guidelines, underwriting practices, application procedures, policy delivery procedures, licensing and appointment practices, client services and support responsibilities, and all other areas of conduct of Company as contained in rate manuals, field guides, authorized software, and other communications directed to GA from time to time by Company;
 - (c) To be competent and knowledgeable in the insurance products for which GA is authorized to solicit applications and in the consumer needs they are designed to address; to explain to clients and potential clients the terms and benefits of such insurance products for which GA solicits an application; and not to make untrue or misleading statements with respect to such insurance products;
 - (d) To accept the responsibility to ensure that sales of insurance products comply with all applicable federal, state and local laws, rules and regulations;
 - (e) To supervise and be responsible for its Agency, employees and others acting on GA's behalf and to indemnify Company for its losses resulting from the acts and omissions of its Agency, employees and others acting on the GA's behalf;
 - (f) That all applications submitted for Company insurance products are subject to acceptance or rejection by Company in its sole discretion, except when an application is correctly completed and received for an applicable open enrollment period or guaranteed issue situation;
 - (g) Not to: (i) extend the time for payment of any premium; (ii) quote premiums or rates other than specified or published by Company and; (iii) waive or modify any terms, conditions, or limitations of a policy issued by Company;
 - (h) Not to adjust or settle any claim or commit Company with respect to any claim;
 - (i) Not to offer, pay, or allow to be offered or paid, as an inducement to any proposed insured or applicant, a rebate of premiums, policy fees or any other inducement not specified in the insurance product, except as may be expressly allowed by law and in compliance with state rules and regulations;
 - (j) Not to directly or indirectly induce or attempt through any means to induce any policyholder of Company to cancel, lapse, fail to renew, or replace any policy issued by Company for the purpose of purchasing a replacement policy from an entity other than Company;

- (k) Not to directly or indirectly induce or attempt to induce any agents or employees of Company to terminate their relationship with Company;
- (l) To notify Company immediately if GA becomes aware of any consumer complaint, inquiry, investigation, litigation or other matter arising out of the sale of insurance products under this contract, and to assist Company in responding to or resolving such matter;
- (m) Not to publish, use or distribute any advertising, marketing or sales materials of any type referencing Company's or Genworth Financial's name, insurance products, logos or services or which are designed to solicit and/or sell Company's or Genworth Financial's insurance products without first obtaining our prior written approval to do so. This includes, but is not limited to, websites, illustrations and materials used at the point of sale or to generate leads;

SECTION IV - LIEN AND SET-OFF

7. GA agrees to grant Company a valid first lien on all commissions, service fees and any other compensation payable under this or any prior contract with Company as security for the payment of any and all debts or claims due or to become due to Company from the GA. Company may charge and set off any such amounts due from compensation payable. In addition, GA agrees to pay interest on any such outstanding indebtedness at the maximum rate of interest permitted by law. In the event of default on any debt or claim due or to become due to Company from the GA, the Company is authorized, without notice and without any judicial action, to foreclose its lien by crediting any or all of such commissions, service fees or other compensation, accrued or to accrue, toward the reduction of such debt or claim. The lien created hereby shall not be extinguished by termination of this Contract.

SECTION V - COMPENSATION

"Compensation" - means first year, renewal and override commissions and other forms of remuneration earned by GA in connection with the sale of Company's insurance products.

8. **Personal Production** - Company will pay GA first year commissions and renewal commissions at the rates and for the policy years set forth on the Schedule of Commissions herein when the respective premiums on policies personally produced by GA are actually due and paid to the Company. If a policy personally produced by GA is lapsed for non-payment of premiums and is subsequently reinstated, except when through the direct efforts of the GA, the payment of future Compensation shall be governed by the Company's then current rules and practices.
9. **Agency Production** - GA shall receive first year override commissions and renewal override commissions on the business produced by Agency while this contract is in force. Such first year override and renewal override commissions shall be for GA's services in recruiting, training and supervising the members of Agency and shall be at the rates shown in the Schedule of Commissions herein, subject to the following provisions:
- (a) First year override commissions and renewal override commissions shall be equal to the difference (if any), at the time each policy is issued, between the commissions provided in the Schedule of Commissions herein and the total Compensation provided in the contracts of the members of Agency.
 - (b) Upon termination of any contracts of members of Agency, any Compensation that is no longer payable pursuant to the members' contracts shall not be used to increase the Compensation payable to GA.
 - (c) Where Company pays all of the first year and renewal commissions directly to GA on business produced by members of the Agency, GA agrees to accept full responsibility and liability for prompt and full payment of all such commissions to GA's Agents pursuant to the terms of GA's separate agreement with such Agents. In addition, GA agrees to keep appropriate commission accounting records and to send commission statements to such Agents. If a member of the Agency is terminated for cause, Company may terminate payment of future Compensation to GA on business produced by said member.
10. The Company shall mail to the last known address of GA as reflected on Company records a statement showing Compensation and deductions made within the monthly accounting period or at such other accounting period as determined by Company. Each statement is deemed to be correct and accurate unless objection is made in writing within thirty (30) days of the date of the statement. If the net Compensation payable in any accounting period is less than twenty-five dollars (\$25), then payment will be deferred until accrued Compensation exceeds twenty-five dollars (\$25).
11. Any rule or policy of Company regarding issues such as payment of Compensation, replacement of policies, conversions or underwriting requirements, in effect at the time the Compensation is earned, may affect the Compensation paid to GA and may reduce the Compensation otherwise payable pursuant to the Commission Schedules. In addition, all Compensation payable is subject to adjustment due to limitations and/or restrictions imposed by any applicable laws or regulations.
12. GA agrees to repay Company, by charge back or direct payment, the amount of Compensation previously paid to GA if, for any reason and at any time during or after the term of this Contract, Company refunds any premium or other monies paid on any sale made by GA under this Contract. Examples of such circumstances may include but not be limited to: returns during free look or extended free look periods, waiver of premium, premature surrender or termination of a policy, Compensation is unearned, or Compensation was paid in error. Commissions will not be paid on interim term premiums, premiums waived, premiums increased, or premiums paid in advance (except as they are applied toward payment of the current premium).

SECTION VI - TERMINATION

13. Except where a longer notice period is required by law, either party for any reason and without cause may terminate this Contract by giving the other party at least fifteen (15) days prior written notice, such notice to be delivered either personally, by first-class U.S. Mail or by a nationally recognized overnight courier to the party's last known address.
14. This Contract may be terminated immediately for cause without prior notice. For purposes of this Contract, "cause" shall include, but not be limited to, the following acts by GA:
- (a) A violation of any of the material terms or provisions contained in this Contract including, but not limited to, Paragraph 6 hereof;
 - (b) Fraudulent, dishonest or illegal act adversely affecting the Company;
 - (c) Withholding or misappropriating funds belonging to the Company, its policyholders or applicants for any reason;
 - (d) Voluntarily surrendering or agreeing to the temporary suspension of GA's license after being cited for misconduct by any governmental authority exercising jurisdiction over GA;
 - (e) Willful violation of the laws, rules or regulations of any jurisdiction or any governmental authority exercising jurisdiction over GA; or
 - (f) Willful violation of any provisions of the HIPAA Producer Conduct Rule.
15. If Company believes it may have the right to terminate this Contract for cause, the Company can notify GA that it is suspending this Contract while it investigates whether cause for termination exists. This suspension can be imposed in place of terminating the Contract in order to provide time for determining the facts. Until a suspension is withdrawn by Company, it has the same effect on GA's rights to compensation and authority to represent Company hereunder

as does termination. Company will notify GA whether the suspension is to be withdrawn or the Contract is to be terminated for cause. If the suspension is withdrawn, all accumulated compensation will be paid to the GA. No interest shall be payable on any compensation withheld under this Paragraph and subsequently paid. If the Contract is terminated, the termination shall take effect as of the date GA was sent the notice of suspension, and no further compensation shall be due or payable hereunder for any reason after the date of termination.

16. This Contract terminates automatically in the event:

- (a) Of GA's death, if GA is a natural person; or
- (b) Any license or registration GA is required to maintain under the terms of this Contract is canceled, revoked or not renewed; or
- (c) If GA is a corporation, limited liability company or partnership, GA is dissolved, or ceases to exist.

SECTION VII - VESTED COMPENSATION

17. Compensation due and payable to GA will be fully vested and payable to GA after termination of this Contract subject to the following provisions:

- (a) If such termination is for any cause other than GA's death or GA's violation of any of the terms or provisions of this contract, GA will receive first year commission, first year override commission, renewal commission, and renewal override commission as provided in Paragraphs 8 and 9 hereof.
- (b) If such termination is due to the death of the GA, the first year commission, first year override commission, renewal commission and renewal override commission as provided in Paragraphs 8 and 9 hereof, unless assigned, will be paid to the surviving spouse. Otherwise the commission will be paid to the executors, administrators or assigns of GA.
- (c) If GA is terminated for "cause", in accordance with Paragraph 14, at, before or after such termination, all Compensation due or to accrue to the GA under this Contract and Schedule of Commissions or any previous contract and Schedule of Commissions between GA and Company shall be forfeited to Company. Forfeited Compensation will not be applied to offset any indebtedness owed by GA to Company.
- (d) No Compensation shall be payable after such termination except as provided in this Paragraph 17, and all Compensation otherwise payable hereunder shall be subject to the lien established in Paragraph 7 and to any assignments by GA.
- (e) If after termination of this contract the net Compensation paid to GA in a calendar year is an amount less than Three Hundred Dollars (\$300), then Company's obligation to pay Compensation in all subsequent years will terminate.

SECTION VIII - RECORDS AND SUPPLIES

18. GA shall keep correct accounts and records of all business transacted and money collected for Company, which accounts and records shall be open at all times to inspection and examination by Company's authorized representatives. All accounts, records, rate books, application forms, advertising materials, Company literature or any other supplies furnished GA by Company are the property of Company and shall be returned to Company immediately upon termination of this Contract at GA's expense.

SECTION IX - RESERVED RIGHTS OF COMPANY

19. Company may exercise at any time, in its sole discretion, the following rights:

- (a) To change, amend or adopt rules and practices from time to time establishing
 - [i] First year commissions and renewal commissions for all policies, whether or not listed in the Schedule of Commissions, including but not limited to, changing, withdrawing, amending or altering such Schedule of Commissions;
 - [ii] Commissions on any new policy, which in the judgment of Company is a changed policy, taking the place of a terminated policy issued by Company;
 - [iii] Commissions on conversions;
 - [iv] Commissions on reinstated policies.
- (b) To withdraw the future issuance of any policy;
- (c) To withdraw from any territory;
- (d) To modify or change its premium rates;
- (e) To adopt rules and practices from time to time relating to any matter not otherwise provided in this Contract.

SECTION X - WAIVER

20. No act of forbearance on the part of the Company to enforce any of the provisions of this Contract shall be construed as a modification of this Contract, nor shall the failure of either party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

SECTION XI - ASSIGNMENT

21. The GA shall not assign this Contract or any compensation payable hereunder without the prior written consent of the President of the Company.

SECTION XII - MODIFICATION OR AMENDMENT

22. Any modification or amendment of this Contract must be in writing and properly executed by GA and the President of Company.

SECTION XIII - LAW, JURISDICTION AND VENUE

23. This Contract shall be governed and construed pursuant to the laws of the State of Tennessee. Any action, suit or proceeding between the parties to this Contract, whether or not such action arises from this Contract, shall be filed in the state courts or federal courts respectively located in Williamson County and Davidson County, Tennessee. The Tennessee courts (state and federal), only, will have jurisdiction over any controversies regarding this Contract, and the parties hereto consent to the jurisdiction of said courts and said courts shall be the proper forums, solely and exclusively, for adjudication of any matters regarding or relating to this Contract or any matter between the parties. The parties agree to waive their rights to a trial by jury in any action, suit or proceeding that may arise under this Contract or that may arise for any reason between the parties.

SECTION XIV - SOLE AGREEMENT

24. This Contract, including all exhibits, Producer Conduct Rule and Schedule of Commissions as may be attached and incorporated herein by reference, constitute

the entire agreement between the parties with respect to the subject matter hereof, both oral and written. This Contract may only be amended in writing signed by both parties, including the President of this Company, except as amended by the Company itself, pursuant to Paragraph 19 of this Contract. There are no oral or written collateral representations, agreements or understandings between or by the parties except as provided in this Contract. The parties understand and agree that after the Contract has been executed, the Company shall destroy the original and the parties shall thereafter rely upon true and correct copies thereof, which shall serve the same purposes as the original.

SECTION XV - SAVINGS CLAUSE

25. If any provision of this Contract shall be contrary to the laws of the particular state, country or jurisdiction where used, such contrary provision shall not entirely invalidate this Contract, and this Contract shall be construed as not containing the particular provision held to be invalid in such state, country or jurisdiction and the rights and obligations of the GA and the Company shall be construed and enforced in such a manner as nearly as possible to effect the intent and purposes of the Contract.

SECTION XVI - SURVIVAL PROVISIONS

26. All provisions of this Contract which show by their intent, or which may be reasonably implied by their context, to survive the termination of this Contract, shall be so construed, and the parties shall liberally construe the survival of all provisions contained within this Contract.

SECTION XVII - PRIVACY AND NONDISCLOSURE OF FINANCIAL AND HEALTH INFORMATION

27. The parties hereby acknowledge that their relationship under this Contract may invoke some of the obligations and duties under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Therefore, the party receiving the Confidential Information shall be solely responsible for maintaining the security of such Confidential Information and for complying with that party's respective obligations and duties under HIPAA. The "Producer Conduct Rule" establishes GA's obligations under HIPAA and GA acknowledges receipt of the Producer Conduct Rule, which is fully incorporated herein by reference.

SECTION XVIII - INDEMNIFICATION

28. GA agrees to indemnify and hold Company harmless from any and all expenses, reasonable attorney fees, costs, causes of action and damages resulting from and in consequence of the negligence, recklessness or intentional misconduct of GA or others acting for or on behalf of GA, including Agents and General Agents, including, but not limited to, failure to comply with the provisions of this Contract. GA shall defend any such claim, action, suit, or proceeding which may be brought against Company and all expenses, costs and attorney fees incurred in connection therewith shall be paid by GA. Company agrees to indemnify and hold GA harmless from any and all expenses, reasonable attorney fees, costs, causes of action and damages resulting from and in consequence of the negligence, recklessness or intentional misconduct of Company or its employees. The provisions of this section shall survive the termination of this Contract.

HOME OFFICE USE ONLY	EFFECTIVE DATE This Contract shall take effect as of _____.
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IN WITNESS WHEREOF, GA and Company have entered into this agreement through their duly authorized representatives on the dates set forth below.

CONTINENTAL LIFE INSURANCE COMPANY
COMPANY OF BRENTWOOD, TENNESSEE

GENERAL AGENT

By: _____

By: _____

Title: President

Title: _____

Date Signed: _____

Date Signed: _____

AMERICAN CONTINENTAL INSURANCE COMPANY

By: _____

Title: President

Date Signed: _____

COMPLETE IF GA IS INCORPORATED OR LIMITED LIABILITY COMPANY

FOR AND IN CONSIDERATION OF Company's execution of this Contract and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees to be personally bound by all of the terms and obligations of Contract and does hereby personally guarantee the performance of all provisions and obligations of the GA in this Contract.

Date Signed

Personal Signature



Continental Life
INSURANCE COMPANY

OF BRENTWOOD, TENNESSEE
A Genworth Financial Company

**AMERICAN
CONTINENTAL**
Insurance Company
A Genworth Financial Company

101 CONTINENTAL PLACE • BRENTWOOD, TENNESSEE 37027
615-377-1300 • WWW.CONT-LIFE.COM

GETTING STARTED AS A CLi/ACI AGENT

PLEASE NOTE: YOU ARE NOT AUTHORIZED TO SOLICIT ANY APPLICATION ON BEHALF OF THE COMPANY UNTIL YOU RECEIVE YOUR "WELCOME LETTER" AND COMPANY WRITING NUMBER.

COMPLETE THE FOLLOWING FOR EACH AGENT TO BE APPOINTED:

(Please Check)

- Complete in full and sign the Agent's Information Questionnaire (**Page 2**).
- If you are appointing a sub-agent that is not to be paid by the Company, **Page 3** of the Agent's Information Questionnaire must also be completed.
- Sign **Page 4** of the General Agent Contract.
- If you are incorporated, sign and date in the box at the bottom of **Page 4** of the General Agent Contract, and send a copy of Agency Corporation License. (Corporation License is required in all states except FL, IA, TN and WI.)
- Include a copy of your insurance license for each state in which an appointment is requested (and corporation license, if applicable).
- Include Request for Taxpayer Identification Number (Form W-9).
- Include a check payable to "Continental Life" and/or "American Continental" for the applicable state appointment fee(s).
- Do **NOT** date the General Agent Contract or Commission Schedule. Executed copies will be returned to you for your records.

Please do not hesitate to call us toll-free at **800-445-4254** if you have any questions.
We are here to help!

I request appointment with (check one or both):

- Continental Life Insurance Company of Brentwood, Tennessee (Cli)
- American Continental Insurance Company (ACI)

P.O. BOX 1188 • BRENTWOOD, TENNESSEE 37024-1188 • (615) 377-1300 • info@cont-life.com

AGENT'S INFORMATION QUESTIONNAIRE

1. INDIVIDUAL INFORMATION

First Name _____ Middle _____ Last Name _____

Social Security Number _____

Residence Address (No PO Box) _____

City _____ State _____ Zip Code _____

Home Phone (_____) _____

Business Address _____

P. O. Box _____

City _____ State _____ Zip Code _____

Business Phone (_____) _____

Fax Number (_____) _____

E-mail address: _____

Preferred Mailing Address: Business Home

Date of Birth _____ Gender: Male Female

Licensed for: Life Health

Contracted as: Individual Entity

Entity Name _____ Tax ID _____

Resident State _____ Resident License No. _____

Nonresident Appointment State(s): _____

Attach applicable fees and licenses for states listed above.

Please list ALL companies with which you are actively appointed.
You may attach another sheet of paper, if necessary:

2. BUSINESS PRACTICES

If you answer "Yes" to any questions below, please provide details by attaching additional pages.

	Yes	No
1. Have you ever had an insurance or securities license denied, suspended, cancelled or revoked?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has any regulatory body ever sanctioned, censured, penalized or otherwise disciplined you?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has any state, federal or self-regulatory agency filed a complaint against you, fined, sanctioned, censured, penalized or otherwise disciplined you for a violation of their regulations or state or federal statutes?	<input type="checkbox"/>	<input type="checkbox"/>
4. Has a bonding or surety company ever denied, paid on, or revoked a bond for you?	<input type="checkbox"/>	<input type="checkbox"/>
5. Has any E&O carrier ever denied, paid claims on, or cancelled your coverage?	<input type="checkbox"/>	<input type="checkbox"/>
6. In the past ten years, have you personally filed a bankruptcy petition or declared bankruptcy?	<input type="checkbox"/>	<input type="checkbox"/>
7. In the past ten years, has any insurance or securities brokerage firm with whom you have been associated filed a bankruptcy petition or been declared bankrupt either during your association or within 5 years after termination of such association?	<input type="checkbox"/>	<input type="checkbox"/>
8. Are there any unsatisfied judgments, garnishments or liens against you?	<input type="checkbox"/>	<input type="checkbox"/>
9. Are you in debt to any insurance company?	<input type="checkbox"/>	<input type="checkbox"/>
10. Have you ever been convicted of, or pled guilty or nolo contendere to, any felony or misdemeanor other than a minor traffic offense?	<input type="checkbox"/>	<input type="checkbox"/>
11. Are you currently a party to any litigation or a subject of any investigation(s)?	<input type="checkbox"/>	<input type="checkbox"/>
12. Have you ever had an appointment with another insurance company denied or terminated for cause?	<input type="checkbox"/>	<input type="checkbox"/>

3. ACKNOWLEDGMENT

I acknowledge and agree that this questionnaire is not a contract. I authorize and consent CLi/ACI ("Company") to obtain such additional background information about me as it deems necessary from time to time through independent investigation, NASD CRD reports and/or through a consumer reporting agency's consumer report (collectively, "Background Reports"). I authorize the Company to share the information contained in this questionnaire or any other information that the Company may obtain, including Background Reports, with its affiliates for the purposes of establishing my eligibility and/or continuing eligibility for appointment with the Company and its affiliates as well as any other disclosure required by law.

I hereby authorize my employers and other insurance companies I am or have been appointed with to release any and all information that they may have about me, personal or otherwise, to the Company, and I hereby release all such parties from all liability that may result from furnishing the same. I understand and agree that my appointment will, in part be based upon this questionnaire and the information in such Background Reports, and that any representation herein that is inaccurate or incomplete shall be grounds for termination of my appointment.

I hereby certify under penalty of perjury that the information provided herein is accurate and complete. I have read, understood and agree to comply with the Guide to Ethical Market Conduct.

Date	X	Signature of Applicant	Printed Name
Date	X	Signature of General Agent	Printed Name

IF YOU ARE PRESENTLY A FULL TIME AGENT WITH ANOTHER COMPANY, WE SUGGEST YOU CONSULT WITH YOUR MANAGER OR GENERAL AGENT.

NOTE: You must be appointed with Company, having in your possession a copy of such appointment, or notification from Company, advising that you are qualified to write business for the Company, prior to any solicitation of business.

Agents not to be paid directly by the Company MUST complete page 3.

SUB-AGENT'S APPOINTMENT AGREEMENT

(Agents not to be paid directly by the Company must complete this page)

TO: Continental Life Insurance Company of Brentwood, Tennessee/American Continental Insurance Company:

You are hereby respectfully requested to make application to the Department of Insurance of the State of _____ for the issuance of a life and/or health insurance agent's appointment authorizing me to solicit applications on behalf of Continental Life Insurance Company of Brentwood, Tennessee/American Continental Insurance Company (Company).

I hereby agree that the Company's consent to the issuance of such appointment is subject to, and I hereby agree to be bound by, each and all of the following conditions:

- (1) That I shall be an agent working under the jurisdiction of the General Agent below; and
- (2) The Company is an intended and direct third party beneficiary of this Agreement and has full authority to enforce this Agreement in its own name; and
- (3) That the Company has no obligation to me for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance issued by the Company, it being expressly understood that I am under direct contract with the General Agent below who has personally agreed to compensate me for my services; and
- (4) That I am an independent contractor and shall not be treated as an employee for federal tax purposes and I shall refrain from holding myself out as an employee, partner, joint venturer or associate of the Company; and that all policyholders to whom I sell insurance are the exclusive customers of the Company and that my sole right in exchange for same is the payment of commissions and, if applicable, of renewal commissions; but if the Company pays me compensation for selling any policies, I agree to refund the compensation received on any policy I sold which is refunded by the Company for any reason; and
- (5) That I shall comply with the rules, regulations and rate books of the Company, the laws of the State of _____ and the regulations of the applicable Department of Insurance relating to my activities in the solicitation of insurance; and
- (6) That I shall not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, applications, policies, or contracts of the Company in any respect; and
- (7) That any and all monies received by me on behalf of the Company as full or partial payment of first or renewal premiums, or any other item whatsoever, shall be received and held by me in a fiduciary capacity as trust funds, and I shall not use or commingle such monies but I shall promptly remit such monies to my General Agent or the Company; and I will never direct a policyholder or applicant to make a check payable to me or the General Agent or anyone else other than the Company; and
- (8) That I shall not obligate the Company nor incur expense in its behalf whatsoever; and
- (9) That the Company may, without liability to me whatsoever, upon request of my General Agent or on its own initiative, cancel my appointment at any time without regard to any statutorily imposed notice which is hereby expressly waived; and
- (10) That I will forfeit all commission, if any, to which I would otherwise be entitled if I, before or after termination of my appointment, either directly or indirectly, personally or through any other person or entity, rewrite, replace or otherwise cause any policyholder to lapse, relinquish, or surrender a policy written through the Company; and I also agree that since neither the Company nor the General Agent has an adequate remedy at law for any violation of my agreements hereunder, either of them may institute proceedings to enjoin me from such activities for a period of three (3) years after termination of my appointment with the Company; and
- (11) In lieu of forfeiture under (10) above, and at the Company's sole option, I agree (a) to reinstate the policy within 14 days of notice on the same mode as when lapsed, or (b) pay the Company an amount equal to one annual premium of the lapsed policy as compensation to the Company for causing such lapse; and
- (12) That I will promote the interest of the Company and conduct myself in a fair, honest, lawful and courteous manner so as not to adversely affect the business, goodwill or reputation of the Company.
- (13) I, as an agent, shall comply with all applicable Federal (PL 106-102) and State law and regulations regarding or relating to privacy and nondisclosure of nonpublic personal financial information and health information and further agrees to the following:
 - A. Agent shall not disclose, sell, disseminate, market or distribute to any third party any nonpublic personal financial information or health information regarding or relating to a consumer, except to the Company and as otherwise authorized in writing by the Company. "Consumer" shall mean any person who seeks to obtain, obtains or has obtained any Company insurance products or services, including but not limited to present and former applicants, insureds, policyholders, claimants and beneficiaries. "Health Information" shall mean any information or data, verbal or recorded in any form or medium regarding or relating to a consumer's past, present or future physical, mental or behavioral health or condition of an individual, the provision of any health care to an individual or the payment for the provision of health care to an individual. "Personal Financial Information" shall mean an individual's name, address, policy numbers, bank account information, income information or any information of a financial nature.
 - B. Agent shall implement all necessary and appropriate safeguards to prevent the disclosure, dissemination, sale, marketing or distribution, intentional or otherwise, of personal financial information or health information regarding or relating to a consumer, except as specifically authorized in Section A above.
 - C. Agent shall immediately notify the Company, verbally and in writing, of any unauthorized disclosure, intentional or unintentional, of either personal financial information or health information regarding or relating to a consumer.
 - D. Agent shall hold harmless from and indemnify the Company and its respective affiliates, directors, shareholders, officers and employees for any and all damages, losses, claims, liabilities, charges, suits, penalties, fines, costs and expenses, including but not limited to administrative costs, court costs and attorney's fees, which may be subjected, arising out of or otherwise based upon Agent's disclosure, dissemination, sale, marketing, distribution or use of personal financial information or health information regarding or relating to a consumer.

IN WITNESS WHEREOF, I have affixed my signature this _____ day of _____ 20_____.

X _____
(Applicant for Agent's Appointment)

The foregoing applicant is hereby recommended for appointment as an agent working under my jurisdiction, for whom I agree to be responsible, subject to the terms of my Managing General Agent's contract with the Company.

X _____
(Managing General Agent)



Disclosure of Intent to Obtain Consumer Reports

This is to advise you that Genworth Financial, Inc. and its affiliates may obtain one or more consumer reports with respect to establishing your eligibility for employment, appointment, promotion, reassignment, and/or retention as an employee, agent and/or representative of Genworth Financial, Inc., or one or more of its affiliates.

If requested, the report will be obtained from the investigative consumer-reporting agency named below:

Business Information Group, Inc.
P.O. Box 130
Southampton, PA 18966
(800) 260-1680

If a consumer report is obtained and you reside in a state with a legal requirement to provide a free copy of the consumer report upon request, we will automatically instruct the consumer reporting agency to send you a copy of the report at no charge.

The report may contain information regarding your character, general reputation, personal characteristics and mode of living. The nature and scope of the report is: financial and credit history, criminal records search, licensing and disciplinary action history, and employment history verification.

Authorization to Obtain Consumer Reports

The undersigned hereby authorizes Genworth Financial, Inc. and its affiliates to procure one or more consumer reports and to share the information obtained therefrom with each other with respect to establishing your eligibility for employment, appointment, promotion, reassignment, and/or retention as an employee, agent, and/or representative of Genworth Financial, Inc. or one or more of its affiliates.

Date: _____

Signature: _____

Print Name: _____

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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	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 Line 1 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								

or

Employer identification number								

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. person (including a U.S. resident alien).

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 ▶
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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.

U.S. person. 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.

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.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Producer Conduct Rule
("Rule")**

**Confidentiality of Consumer Information
and HIPAA Business Associate Requirements**

**Continental Life Insurance Company of Brentwood, Tennessee
American Continental Insurance Company**

(hereinafter "Company")

Company has established this Rule to govern the conduct of Managing General Agent, General Agent, Agent, Producer and Broker, hereinafter "Producer(s)", in conjunction with personally identifiable financial or health information with respect to individuals. As provided in Company's Contract with Producer, hereinafter "Agreement", Producer is required to conduct itself in accordance with such rules and regulations as the Company may establish covering the conduct of its business.

I. Use and Disclosure of Company Information and Producer Information

Producer shall use and disclose Company Information solely in accordance with Applicable Law and subject to the provisions of Agreement with Company, and any other agreement between Producer and Company. Subject to the provisions of this Rule, Producer's Agreement, any other contract or agreement between Producer and Company and Applicable Law, Producer may use Producer Information in its possession at its discretion.

Except as provided in this rule, Producer shall use Company Information solely for the purposes for which it was disclosed and shall not reuse or redisclose Company Information for other purposes, except (a) to provide services or products on Company's behalf, including but not limited to, offering products and/or services to the Consumer, (b) in order to effect, administer or enforce a transaction requested or authorized by the Consumer, (c) subject to any agreements between the Producer and Company, or (d) with Consumer consent provided in accordance with Applicable Law.

Prior to disclosing Company Information to an affiliate or third party in order to perform services or functions under Agreement, Producer must (i) enter into a confidentiality agreement requiring such third party to maintain the confidentiality of such information, and (ii) restrict such affiliate or third party from disclosing Company Information except to perform services or functions pursuant to the Agreement.

Producer shall maintain the confidentiality of Company Information. Producer either shall return Company Information to Company or destroy Company Information upon request of Company upon the termination of Agreement.

Producer shall implement and maintain appropriate administrative, technical and physical safeguards 1) to ensure the security and confidentiality of Company Information, 2) to protect against any anticipated threats or hazards to the security or integrity of Company Information, and 3) to protect against unauthorized access to or use of Company Information which could result in substantial harm or inconvenience to any Consumer.

The disclosure restrictions of this rule shall not apply to Company Information that is required or specifically permitted to be disclosed by the Producer pursuant to Applicable Law, regulatory request, legal process, subpoena or court order.

If Producer is requested pursuant to, or becomes compelled by Applicable Law, regulatory request, legal process, subpoena or court order to disclose Company Information, Producer will

provide Company with prompt advance written notice of such intended disclosure so that Company may seek a protective order or other appropriate remedy or, in Company's sole discretion, waive compliance with the terms of this Rule.

If such a protective order or other remedy is not obtained, or Company waives compliance with the terms of this rule, Producer will furnish only that portion of the Company Information which is legally required and Producer shall cooperate with Company's efforts (at Company's sole expense) to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

The Company shall use and disclose Producer Information solely in accordance with Applicable Law. Subject to the provisions of this Rule, the Agreement, any other agreement between the Company and Producer and Applicable Law, the Company may use Company Information in its sole discretion.

Except as provided in this Section, the Company shall use Producer Information disclosed to the Company by Producer solely for the purposes for which it was disclosed and shall not reuse or re-disclose Producer Information for other purposes, except (i) to provide services or products under a marketing arrangement (ii) in order to effect, administer or enforce a transaction requested or authorized by the Consumer, (iii) subject to any agreements between the Producer and the Company, or (iv) pursuant to a privacy notice provided by the Company to Consumer.

The disclosure restrictions of this Section on the Company shall not apply to Company Information or Producer Information that is required or specifically permitted to be disclosed by the Company pursuant to Applicable Law, regulatory request, legal process, subpoena or court order.

II. Definitions

"Applicable Law" means all applicable federal, state and local statutes, regulations, regulatory guidelines, and judicial or administrative interpretations.

"Consumer" means an individual who seeks to obtain, obtains or has obtained insurance or another financial product or service from Company or Producer, which product or service is used or intended to be used for personal, family or household purposes.

"Company Information" means nonpublic personally identifiable information, as those terms or similar terms are defined by Applicable Law and this Agreement, obtained by Company with respect to a Consumer relating to Company's offering or provision of products or services to such Consumer and includes (i) personally identifiable financial or health information with respect to a Consumer that is not publicly available, and (ii) any list, description, or other grouping of prospective, current and former Consumers (and publicly available information pertaining to them) that is derived using any personally identifiable financial or health information that is not publicly available. Company Information also shall include information obtained by Producer, whether from the Consumer, Company or otherwise with respect to a Consumer relating to a Company product or service, servicing of Company products or services, or claims relating to such products or services.

"Producer Information" means nonpublic personally identifiable information, as those terms or similar terms are defined by Applicable Law, the Agreement and/or this Rule obtained by Producer with respect to a Consumer relating to Producer's independent transactions or services for such Consumer and includes (i) personally identifiable financial or health information with respect to a Consumer that is not publicly available, and (ii) any list, description, or other grouping of prospective, current and former Consumers (and publicly available information pertaining to them) that is derived using any personally identifiable financial or health information that is not

publicly available. Producer Information shall not include information obtained by Producer, whether from the Consumer, Company or otherwise, with respect to a Consumer relating to servicing of a Company product or service, servicing of Company products or services, or claims relating to such products or services.

III. Business Associate Provisions

III.A. Purpose

For Producers who would be considered a "Business Associate" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing privacy regulations at 45 C.F.R. Parts 160-164, as amended from time to time, ("HIPAA Privacy Rule"), the following additional requirements apply when Producer is provided, by or on behalf of the Company, any Protected Health Information ("PHI") as defined below:

III.B. Privacy of Protected Health Information

III.B.1. Permitted Uses and Disclosures. Business Associate will use or disclose PHI, as that term is defined below, that it creates for or receives from Company only as follows:

- a) Functions and Activities on Company's Behalf. Business Associate is permitted to use and disclose PHI it creates for or receives from Company only for the purposes described in this Rule or the terms of any agreement(s) between Business Associate and Company that are not inconsistent with the provisions of this Rule, or as required by law, or following receipt of prior written approval from Company. In addition to the specific requirements below, Business Associate may use or disclose PHI only in a manner that would not violate the HIPAA Privacy Rule if done by the Company.
- b) Business Associate's Operations. Business Associate is permitted by this Rule to use PHI it creates for or receives from Company: (i) if such use is essential for Business Associate's proper management and administration; and (ii) as necessary to carry out Business Associate's legal responsibilities. Business Associate is permitted to disclose PHI it creates for or receives from Company for the purposes identified in this Section only if the following conditions are met:
 - (i) The disclosure is required by law; or
 - (ii) The disclosure is essential to Business Associate's proper management and administration, and Business Associate obtains reasonable assurances in writing from any person or organization to which Business Associate will disclose such PHI that the person or organization will:
 - a. Hold such PHI as confidential and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
 - b. Notify Business Associate (who will in turn promptly notify Company) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

Business Associate shall promptly notify Company upon making any disclosure set forth in this Section III.B.1.b).

- c) Minimum Necessary Standard. In performing the functions and activities on Company's behalf as set forth above, Business Associate agrees to use, disclose or request only the

minimum necessary PHI to accomplish the purpose of the use, disclosure or request. Business Associate must have in place policies and procedures that limit the PHI disclosed to meet this minimum necessary standard.

III.B.2. Prohibition on Unauthorized Use or Disclosure. Business Associate will neither use nor disclose PHI it creates for or receives from Company or from another Business Associate of Company, except as permitted or required by this Rule or the terms of any agreement(s) between Business Associate and Company that are not inconsistent with the provisions of this Rule, or as required by law, or following receipt of prior written approval from Company.

III.B.3. De-identification of Information. Business Associate will neither de-identify PHI it creates for or receives from Company or from another Business Associate of Company, nor use or disclose any de-identified PHI, unless such de-identification is expressly permitted under the terms and conditions of any agreement(s) between Business Associate and Company for services to be provided by Business Associate to Company related to Company's activities for purposes of "treatment", "payment" or "health care operations", as those terms are defined under the HIPAA Privacy Rule. De-identification of PHI, other than as expressly permitted under the terms and conditions of any agreement(s) between Business Associate and Company to perform services for Company, is not a permitted use of PHI under this Rule. Business Associate further agrees that it will not create a "Limited Data Set" as defined by the HIPAA Privacy Rule using PHI it creates or receives, or receives from another Business Associate of Company, nor use or disclose a Limited Data Set unless: (i) such creation, use or disclosure is expressly permitted under the terms and conditions of any agreement(s) between Business Associate and Company that are not inconsistent with the provisions of this Rule; and such creation, use or disclosure is for services provided by Business Associate that relate to Company's activities for purposes of "treatment", "payment" or "health care operations", as those terms are defined under the HIPAA Privacy Rule.

III.B.4. Information Safeguards. Business Associate will develop, document, implement, maintain and use appropriate administrative, technical and physical safeguards to preserve the integrity and confidentiality of and to prevent non-permitted use or disclosure of PHI created or received for or from Company. These safeguards must be appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities. Business Associate will ensure that these safeguards will meet any applicable requirements set forth by the U.S. Department of Health and Human Services, including (as of the effective date or as of the compliance date, whichever is applicable) any requirements set forth in the final HIPAA security regulations. Upon Company's request, Business Associate will provide Company with access to and copies of documentation regarding such safeguards. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this Rule.

III.B.5. Sub-Contractors, Agents or Other Representatives. Business Associate will require any of its subcontractors, agents or other representatives to which Business Associate is permitted by this Rule (or is otherwise given Company's prior written approval) to disclose any of the PHI Business Associate creates for or receives from Company, to provide reasonable assurances in writing that subcontractor or agent will comply with the same restrictions and conditions that apply to the Business Associate under the terms and conditions of this Rule with respect to such PHI. Business Associate shall notify Company of any subcontractors, agents or other representatives to which PHI is disclosed promptly upon such disclosures. Business Associate shall supply a copy of subcontractor or agent's written contract to Company upon request. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

III.C. Protected Health Information Access, Amendment and Disclosure Accounting.

III.C.1. Access. Business Associate will promptly upon Company's request make available to Company or, at Company's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies any PHI about the individual which Business Associate created for or received from Company and that is in Business Associate's custody or control, so that Company may meet its access obligations under 45 Code of Federal Regulations § 164.524.

III.C.2. Amendment. Upon Company's request Business Associate will promptly amend or permit Company access to amend any portion of the PHI which Business Associate created for or received from Company, and incorporate any amendments to such PHI, so that Company may meet its amendment obligations under 45 Code of Federal Regulations § 164.526.

III.C.3. Disclosure Accounting. So that Company may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:

III.C.3.a. Disclosure Tracking. Starting April 14, 2003, Business Associate will record for each disclosure, not excepted from disclosure accounting under Section III.C.3(c) below, that Business Associate makes to Company or a third party of PHI that Business Associate creates for or receives from Company, (i) the disclosure date, (ii) the name and member identification number of the person about whom the disclosure is made (iii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (iv) a brief description of the PHI disclosed, and (v) a brief statement of the purpose of the disclosure (items i- v, collectively, the "disclosure information"). For repetitive disclosures Business Associate makes to the same person or entity (including Company) for a single purpose, Business Associate may provide a) the disclosure information for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures and (c) the date of the last of these repetitive disclosures. Business Associate will make this disclosure information available to Company promptly upon Company's request. Business Associate will provide all disclosure accounting for the types of disclosures outlined in Appendix.

III.C.3.b. Disclosure Reporting. When requested by Company, for all disclosures required to be tracked pursuant to the above paragraph, Business Associate shall report to Company all information required by the above paragraph, so that Company may meet its obligations under the HIPAA Privacy Rule.

III.C.3.c. Exceptions from Disclosure Tracking. Business Associate need not record disclosure information or otherwise account for disclosures of PHI that this Rule or Company in writing permits or requires (i) for the purpose of Company's treatment activities, payment activities, or health care operations, (ii) to the individual who is the subject of the PHI disclosed or to that individual's personal representative; (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, (vi) to law enforcement officials or correctional institutions regarding inmates; or (vii) pursuant to an authorization; (viii) for disclosures of certain PHI made as part of a Limited Data Set; (ix) for certain incidental disclosures that may occur where reasonable safeguards have been implemented; and (x) for disclosures prior to April 14, 2003.

III.C.3.d. Disclosure Tracking Time Periods. Business Associate must have available for Company the disclosure information required by Rule Section III.C.3 (a) for the 6 years preceding Company's request for the disclosure information (except Business Associate need have no disclosure information for disclosures occurring before April 14, 2003).

III.C.4. Inspection of Books and Records. Business Associate will make its internal practices, books, and records, relating to its use and disclosure of the PHI it creates for or receives from Company, available to Company and to the U.S. Department of Health and Human Services to determine Company's compliance with 45 Code of Federal Regulations Part 164. Business

Associate shall provide to Company a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

III.D. Breach of Privacy Obligations, Termination, and Return of Information.

III.D.1. Reporting. Business Associate will report to Company any use or disclosure of PHI that is neither permitted by this Rule nor given prior written approval by Company. Business Associate will make the report to Company's Privacy Designate, within seven days after Business Associate learns of such non-permitted use or disclosure. Business Associate's report will at least:

III.D.1.a . Identify the nature of the non-permitted use or disclosure;

III.D.1.b. Identify the PHI used or disclosed;

III.D.1.c. Identify who made the non-permitted use or received the non-permitted disclosure;

III.D.1.d. Identify what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures;

III.D.1.e. Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted use or disclosure; and

III.D.1.f. Provide such other information, including a written report, as Company may reasonably request.

III.D.2. Termination. Company shall have the right to terminate Producer 's performance of services or products to or on behalf of Company under any agreement(s) between Producer and Company immediately if Company, in its sole discretion, determines that Producer has breached any of the confidentiality provisions of this Rule or any other agreement(s) under which Producer provides services and/or products to or on behalf of Company. Company may exercise this right by providing Producer with written notice of termination, stating the breach of this Rule or any agreement(s) under which Producer provides services and/or products to or on behalf of Company. Alternatively, and in the sole discretion of the Company, the Company may choose to provide the Producer with written notice of the existence of the breach and provide Producer with thirty (30) calendar days to cure such breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Producer shall cure such breach to the satisfaction of the Company within an additional fifteen (15) days. Failure by Producer to cure said breach in the manner set forth above shall be grounds for immediate termination of any agreement(s) between Producer and Company. If termination is not feasible, Company has the right to report the problem to the Secretary of the U.S. Department of Health and Human Services.

III.D.3. Return of Information. Upon the termination of any agreement between Producer and Company involving the sharing of individually identifiable information ("Information"), Producer shall at Company's option promptly (a) return such Information, or (b) destroy such Information within 30 days of request. Producer shall certify in writing that Information has been returned or destroyed and not retained in any form by Producer or third parties receiving Information from Producer .

III.E. General Business Associate Provisions

III.E.1. Definitions. The capitalized terms “Protected Health Information” or “PHI” have the meaning set forth in 45 Code of Federal Regulations Section 164.501, as amended from time to time. Generally, this term means individually identifiable health information including, without limitation, all information, data and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. This definition shall include any demographic information concerning members and participants in, and applicants for, Company’s health benefit plans.

All other terms used in this Rule shall have the meanings set forth in the applicable definitions under the HIPAA Privacy Rule.

III.E.2. Amendment. Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to PHI, including, but not limited to the HIPAA privacy and security regulations, this Rule and the agreement(s) under which Business Associate provides services and / or products to or on behalf of Company will automatically be amended so that the obligations they impose on Business Associate remain in compliance with these regulations.

In addition, to the extent that new state or federal law requires changes to Business Associate’s obligations under this Rule, this Rule shall automatically be amended to include such additional obligations, upon notice by Company to Business Associate of such obligations. Business Associate’s continued performance of services under the agreement(s) under which Business Associate provides services and/or products to or on behalf of Company shall be deemed acceptance of these additional obligations.

III.E.3. Interpretation. The parties agree that any ambiguity in this Rule will be resolved in favor of a meaning that protects PHI and facilitates Business Associate’s and Company’s compliance with applicable terms of the HIPAA Privacy Rule.

III.E.4.a. Audit and Review of Policies and Procedures. Business Associate will provide, upon Company’s request, access to and copies of any policies and procedures developed or utilized by Business Associate regarding the protection of PHI. Business Associate will provide, upon Company’s request, access to Business Associate’s internal practices, books, and records, as they relate to Business Associate’s services, duties and obligations set forth in this Rule and the agreement(s) under which Business Associate provides services and / or products to or on behalf of Company, for purposes of Company’s review of such internal practices, books, and records.

III.E.4.b. Audit. Business Associate will allow Company to audit Producer 's use and disclosure of Information, as well as Producer 's safeguards to protect Information, during regular business hours upon forty-eight (48) hours prior notice.

III.E.5. Subpoenas. Business Associate will provide notice to Company of any subpoena or other legal process seeking PHI received from or created on behalf of Company, or otherwise relating to Business Associate’s services, duties and obligations under the Rule and the agreement(s) under which Business Associate provides services and / or products to or on behalf of Company. Such notice shall be provided within forty-eight (48) hours of Business Associate’s receipt of such subpoena or legal process.

III.E.6. More Restrictive Confidentiality Terms. Company and Business Associate agree that if any provisions of any other agreement between them that relate to the use or disclosure of PHI are more restrictive than the provisions of this Agreement, meaning that the terms provide greater privacy protections for the PHI at issue, then the provisions of the more restrictive document shall

control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of PHI.

III.E.7. State Law. Where the mandatory terms of the HIPAA Privacy Rule or this Rule conflict with obligations imposed under *state law* (as defined in the HIPAA Privacy Rule) relating to the privacy of individually identifiable health information and state law is *more stringent* (as defined in the HIPAA Privacy Rule) than this Rule or the HIPAA Privacy Rule, Business Associate shall follow the state law with regard to the proper uses and disclosures of PHI. However, prior to taking any action in furtherance of a state law that Business Associate has interpreted is contrary to and more stringent than this Rule or the HIPAA Privacy Rule, Business Associate shall notify Company in writing of its interpretation. If Company disagrees with the Business Associate's interpretation and believes either that Business Associate is able to comply with state law and this Rule (and the HIPAA Privacy Rule), or that the HIPAA Privacy Rule (and not state law) controls the use and disclosure of protected health information, then Company's interpretation shall prevail with respect to the creation, receipt, use or disclosure of PHI in connection with the services provided by Business Associate to Company under this Rule.

III. E. 8. Compliance with State and Federal Laws. Producer shall comply with all applicable state and federal statutes and regulations relating to this Rule, including but not limited to, statutes and regulations relating to the confidentiality of health care information. Any provision of this Rule which conflicts with an applicable state or federal statute or regulation shall be construed, interpreted and given effect so as to conform to the minimum requirements of such statute or regulation.

Dated: November 14, 2006.

APPENDIX

The disclosures for which Business Associate must provide an accounting:

1. Disclosures to the U.S. Department of Health and Human Services;
2. Disclosures for public health activities and purposes (e.g., to report disease, child abuse, or neglect);
3. Disclosures for health oversight activities (e.g., in connection with audits; civil, administrative, or criminal investigations or proceedings; licensure; or government benefit programs);
4. Disclosures for judicial and administrative proceedings (e.g., with respect to court or administrative orders; subpoenas; discovery requests);
5. Disclosures for law enforcement purposes except as stated in Section III.C.3.c.(vi) above (e.g., to report evidence of a crime committed on Business Associate's premises);
6. Disclosures about deceased persons;
7. Disclosures for cadaveric organ, eye, or tissue donation;
8. Disclosures for research purposes;
9. Disclosures to avert a serious threat to health or safety;
10. Disclosures for certain specialized government functions (e.g., in connection with military commands); and
11. Disclosures for workers' compensation.

American Continental Insurance Company

A Genworth Financial Company

101 Continental Place, Brentwood, TN 37027

Telephone: 615-377-1300

Facsimile: 615-373-7746

ELECTRONIC FUND TRANSFER (EFT) AUTHORIZATION

I hereby authorize American Continental Insurance Company ("ACI") to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries made in error to the following designated bank account and further authorize my bank to credit and/or debit these entries to my account. I understand and agree that this authorization shall remain effective until ACI receives written revocation of this authorization and ACI and my bank have a reasonable opportunity to implement my revocation.

Accountholder's Signature

Date

I authorize ACI to pay to me monies owed to me pursuant to my Agent/General Agent/Managing Agent Contract by electronic deposit to the following designated bank account. I understand and agree that it is my responsibility to verify that ACI has made proper entries into the following designated account, based upon those amounts that may be owed to me, and that I hold ACI and its employees and affiliates harmless for any errors regarding entries to the following designated bank account. I understand and agree that this authorization shall remain effective until ACI receives written revocation of this authorization and ACI and my bank have a reasonable opportunity to implement my revocation.

Agent's Signature

Date



Please complete, sign (both places) and return this Authorization to ACI's Commission Accounting Department along with a check stamped "void" for a checking account or a deposit slip for a savings account.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Check one: _____ New Bank Account _____ Change Bank Account

Type of Account: _____ Checking _____ Savings

Your Financial Control No.: _____ Agent's Name: _____

Daytime telephone number: _____ E-mail address: _____

Name of Bank: _____ Branch: _____

ABA/Routing No.: _____ Account No.: _____

Street Address: _____

City, State, and Zip: _____

Name on account: _____ If joint, list both names.

ACI reserves the right to terminate this method of payment at any time upon written notice to Agent listed above.

American Continental Insurance Company

COMMISSION ADVANCE ADDENDUM

TO THE CONTRACT OF

GENERAL AGENT **MANAGING GENERAL AGENT**

Name _____

By special agreement with American Continental Insurance Company, (herein called "ACI"), and the undersigned, such loans to be secured by a "FINANCING AGREEMENT- NOTE- SECURITY AGREEMENT" executed by the undersigned, to which reference is made and the terms of which are incorporated here by reference.

It is expressly understood and agreed that all payments made to the undersigned under said Financing Agreement shall at all times be considered as loans, fully secured by said Note, and repayable upon demand regardless of whether or not the undersigned has any commissions earned, payable or to be payable. The undersigned hereby agrees to pay and be responsible for any and all loans and/or his/her Agency. The undersigned hereby grants ACI a security interest in and all commissions due him/her up to the unpaid balance of any loan made under this addendum.

Only policies using the Bank Service Plan (BSP) mode of payment will be eligible for commission advancement. The first month's premium must be received with the policy application. No personal business or reissue business will be eligible for commission advancement.

NOTICE: TO MAINTAIN ADVANCING PRIVILEGES THE UNDERSIGNED MUST WRITE AND PLACE SIX (6) APPLICATIONS PER QUARTER.

Advance Period

On Medicare Supplement Policies issued

6 Months

9 Months

12 Months

on Health Insurance Products issued

6 Months

9 Months

12 Months

on Life Insurance Policies issued

6 Months

9 Months

12 Months

Maximum Payment

per Policy \$700.00 (Maximum amount is set by the company.)

The undersigned parties accept full responsibility and are held liable for all debts incurred from this COMMISSION ADVANCE ADDENDUM TO THE UNDERSIGNED'S CONTRACT.

General Agent's Signature _____ Date _____

Managing General Agent's Signature _____ Date _____

Home Office Approval _____ Date _____

(OVER)

FINANCING AGREEMENT-NOTE-SECURITY AGREEMENT

For value received, the undersigned makers, endorsers, or guarantors promise to pay to the order of American Continental Insurance Company (hereafter called "ACI"), the principal sum of any indebtedness resulting from loans in accordance with the ACI financing plan and any remuneration, special advances, fees, charge backs, dues, interest or any other charges to maker's account, herein called debit balance. Furthermore, maker agrees to pay any indebtedness incurred by agents assigned to maker for which maker is responsible under maker's agency contract with ACI, if such indebtedness is not satisfied within thirty days of their termination upon thirty days written notice by ACI. Upon thirty days written notice or upon notice of termination of maker's agency contract for any reason, maker agrees to immediately pay maker's debit balance, in full, in cash. After the indebtedness has been fully satisfied, the remainder of maker's vested commissions, if any, and if applicable, according to the maker's agency contract with ACI, will be paid directly to the maker as they are earned.

I understand an account will be maintained in my name by ACI, and that under my contract with ACI, all amounts advanced or changed to me are loans which bear interest. My earnings are derived as a percentage of premium paid by my clients by ACI. I hereby agree and consent to the assignment of this NOTE and Security Agreement to any bank and/or any third party assignee. I hereby authorize ACI to apply earned commissions under my contract to this account until such time that actual earnings exceed the amounts loaned plus other amounts for which I may be responsible.

To assure that loans to me will be repaid, ACI shall have the first lien upon the following: any commissions, service fees, and bonuses payable to me by ACI; credits and value from property held in my name with ACI. All of the above will be security for my indebtedness.

The current interest rate is 1% per month on unpaid balance of my account and cannot exceed 11/2 % per month or the maximum legal rate upon applicable law, whichever is less, ACI reserves the right to change the interest rate on the outstanding balance of my account upon ten (10) days written notice to me by regular mail at my last known address. Notwithstanding anything to the contrary, I shall not be required to pay more interest than the maximum legal rate under applicable law.

Upon notice of termination of my contract with ACI, for any reason, I agree to pay my indebtedness to ACI upon demand in cash. After the indebtedness has been fully satisfied, together with any other charges or credits in accordance with the contract and this Note and Agreement, the remainder of my vested commissions, if any, will be paid directly to me as they are earned, subject to the provisions of my ACI Contract.

This Note and Agreement shall survive the termination of all contractual relationships between me and ACI. It is further agreed that in the event it becomes necessary to enforce payment of this Note and Agreement through legal action, I agree to pay the responsible attorneys' fees and court cost incurred by ACI. All amounts due hereunder shall be payable at the ACI office in Brentwood, Tennessee, and since the said contract is partly to be performed in Tennessee, suit may be brought hereunder in Williamson County, Tennessee.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

ACI makes no representation to me that they will lend, now or in the future, any money to me. ACI reserves the right at any time, without notice, to stop lending money to me if it ever begins. I acknowledge that any expense I incur in the development of any business will not be in reliance upon loans to be made by ACI in the future and, to the extent that I develop business in expectation of future loans, such development will be at my sole risk. In order to avoid any misunderstanding in the future, ACI and I agree that we do not expect to modify the foregoing provisions of this paragraph unless such modification is reduced to writing and signed by each of the parties.

Corporation _____ Date _____

Agent _____ Financial Number _____

Guarantor 1 _____ Guarantor 2 _____

IF INCORPORATED, THE FOLLOWING APPLIES

An authorized officer of the corporation must personally sign as Guarantor if Contract and Financial Agreement Note-Security Agreement is in the name of a corporation.

NOTICE: The *Advance Request New Business Transmittal* must be completed and properly signed for cases on which an advance is requested.

Continental Life Insurance Company of Brentwood, Tennessee

A Genworth Financial Company

101 Continental Place, Brentwood, TN 37027

Telephone: 615-377-1300

Facsimile: 615-221-8958

ELECTRONIC FUND TRANSFER (EFT) AUTHORIZATION

I hereby authorize Continental Life Insurance Company of Brentwood, Tennessee ("CLi") to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries made in error to the following designated bank account and further authorize my bank to credit and/or debit these entries to my account. I understand and agree that this authorization shall remain effective until CLi receives written revocation of this authorization and CLi and my bank have a reasonable opportunity to implement my revocation.

Accountholder's Signature

Date

I authorize CLi to pay to me monies owed to me pursuant to my Agent/General Agent/Managing Agent Contract by electronic deposit to the following designated bank account. I understand and agree that it is my responsibility to verify that CLi has made proper entries into the following designated account, based upon those amounts that may be owed to me, and that I hold CLi and its employees and affiliates harmless for any errors regarding entries to the following designated bank account. I understand and agree that this authorization shall remain effective until CLi receives written revocation of this authorization and CLi and my bank have a reasonable opportunity to implement my revocation.

Agent's Signature

Date



Please complete, sign (both places) and return this Authorization to CLi's Commission Accounting Department along with a check stamped "void" for a checking account or a deposit slip for a savings account.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Check one: _____ New Bank Account _____ Change Bank Account

Type of Account: _____ Checking _____ Savings

Your Financial Control No.: _____ Agent's Name: _____

Daytime telephone number: _____ E-mail address: _____

Name of Bank: _____ Branch: _____

ABA/Routing No.: _____ Account No.: _____

Street Address: _____

City, State, and Zip: _____

Name on account: _____ If joint, list both names.

CLi reserves the right to terminate this method of payment at any time upon written notice to Agent listed above.

Continental Life Insurance Company of Brentwood, Tennessee

**COMMISSION ADVANCE ADDENDUM
TO THE CONTRACT OF**

GENERAL AGENT **MANAGING GENERAL AGENT**

Name _____

By special agreement with Continental Life Insurance Company of Brentwood, Tennessee, (herein called "CLi"), and the undersigned, such loans to be secured by a "FINANCING AGREEMENT- NOTE- SECURITY AGREEMENT" executed by the undersigned, to which reference is made and the terms of which are incorporated here by reference.

It is expressly understood and agreed that all payments made to the undersigned under said Financing Agreement shall at all times be considered as loans, fully secured by said Note, and repayable upon demand regardless of whether or not the undersigned has any commissions earned, payable or to be payable. The undersigned hereby agrees to pay and be responsible for any and all loans and/or his/her Agency. The undersigned hereby grants CLi a security interest in and all commissions due him/her up to the unpaid balance of any loan made under this addendum.

Only policies using the Bank Service Plan (BSP) mode of payment will be eligible for commission advancement. The first month's premium must be received with the policy application. No personal business or reissue business will be eligible for commission advancement.

NOTICE: TO MAINTAIN ADVANCING PRIVILEGES THE UNDERSIGNED MUST WRITE AND PLACE SIX (6) APPLICATIONS PER QUARTER.

- Advance Period Months on Medicare Supplement Policies issued
6 mo.
- Months on Health Insurance Products issued
6 mo.
- Months on Life Insurance Policies issued
6 mo.

Maximum Payment
per Policy \$700.00 (Maximum amount is set by the company.)

The undersigned parties accept full responsibility and are held liable for all debts incurred from this COMMISSION ADVANCE ADDENDUM TO THE UNDERSIGNED'S CONTRACT.

General Agent's Signature _____ Date _____

Managing General Agent's Signature _____ Date _____

Home Office Approval _____ Date _____

FINANCING AGREEMENT-NOTE-SECURITY AGREEMENT

For value received, the undersigned makers, endorsers, or guarantors promise to pay to the order of Continental Life Insurance Company, of Brentwood, Tennessee (hereafter called "CLi"), the principal sum of any indebtedness resulting from loans in accordance with the CLi financing plan and any remuneration, special advances, fees, charge backs, dues, interest or any other charges to maker's account, herein called debit balance. Furthermore, maker agrees to pay any indebtedness incurred by agents assigned to maker for which maker is responsible under maker's agency contract with CLi, if such indebtedness is not satisfied within thirty days of their termination upon thirty days written notice by CLi. Upon thirty days written notice or upon notice of termination of maker's agency contract for any reason, maker agrees to immediately pay maker's debit balance, in full, in cash. After the indebtedness has been fully satisfied, the remainder of maker's vested commissions, if any, and if applicable, according to the maker's agency contract with CLi, will be paid directly to the maker as they are earned.

I understand an account will be maintained in my name by CLi, and that under my contract with CLi, all amounts advanced or changed to me are loans which bear interest. My earnings are derived as a percentage of premium paid by my clients by CLi. I hereby agree and consent to the assignment of this NOTE and Security Agreement to any bank and/or any third party assignee. I hereby authorize CLi to apply eamed commissions under my contract to this account until such time that actual earnings exceed the amounts loaned plus other amounts for which I may be responsible.

To assure that loans to me will be repaid, CLi shall have the first lien upon the following: any commissions, service fees, and bonuses payable to me by CLi; credits and value from property held n my name with CLi. All of the above will be security for my indebtedness.

The current interest rate is 1% per month on unpaid balance of my account and cannot exceed 11/2 % per month or the maximum legal rate upon applicable law, whichever is less, CLi reserves the right to change the interest rate on the outstanding balance of my account upon ten (10) days written notice to me by regular mail at my last known address. Notwithstanding anything to the contrary, I shall not be required to pay more interest than the maximum legal rate under applicable law.

Upon notice of termination of my contract with CLi, for any reason, I agree to pay my indebtedness to CLi upon demand in cash. After the indebtedness has been fully satisfied, together with any other charges or credits in accordance with the contract and this Note and Agreement, the remainder of my vested commissions, if any, will be paid directly to me as they are earned, subject to the provisions of my CLi Contract.

This Note and Agreement shall survive the termination of all contractual relationships between me and CLi. It is further agreed that in the event it becomes necessary to enforce payment of this Note and Agreement through legal action, I agree to pay the responsible attorneys' fees and court cost incurred by CLi. All amounts due hereunder shall be payable at the CLi office in Brentwood, Tennessee, and since the said contract is partly to be performed in Tennessee, suit may be brought hereunder in Williamson County, Tennessee.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

CLi makes no representation to me that they will lend, now or in the future, any money to me. CLi reserves the right at any time, without notice, to stop lending money to me if it ever begins. I acknowledge that any expense I incur in the development of any business will not be in reliance upon loans to be made by CLi in the future and, to the extent that I develop business in expectation of future loans, such development will be at my sole risk. In order to avoid any misunderstanding in the future, CLi and I agree that we do not expect to modify the foregoing provisions of this paragraph unless such modification is reduced to writing and signed by each of the parties.

Corporation _____ Date _____

Agent _____ Financial Number _____

Guarantor 1 _____ Guarantor 2 _____

IF INCORPORATED, THE FOLLOWING APPLIES

An authorized officer of the corporation must personally sign as Guarantor if Contract and Financial Agreement Note-Security Agreement is in the name of a corporation.

NOTICE: The *Advance Request New Business Transmittal* must be completed and properly signed for cases on which an advance is requested.