


Frequently Asked Questions About The Producer Information And Appointment Form (PIF) from American Continental Insurance Company and Continental Life Insurance Company of Brentwood, Tennessee

American Continental Insurance Company
Continental Life Insurance Company of
Brentwood, Tennessee
Genworth Financial Companies
P.O. Box: 1188
Brentwood, TN 37024
Tel: 800 445.4254 opt. 7
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Page 1 of 1

Helpful Hints

- To expedite processing please complete the entire form according to the instructions. All fields are required.
- "X" indicates where signatures are required. All other fields should be typed or printed.
- Instructional information may be found in the left margin of each section.
-  indicates action items.

Question:

Section 2 asks for my National Producer Number (NPN) and I do not know it. Where do I find that number?

Answer:

You are assigned a National Producer Number (NPN) at the time you apply for your state license(s). If you do not know your number, you can access it by entering your social security number and name in the NPN Search tool (<<https://pdb.nipr.com/html/PacNpnSearch.html>>) via the National Insurance Producer Registry at www.nipr.com.

Question:

In Section 5, do I need to answer the questions both as an individual and an entity?

Answer:

If you are completing the PIF for yourself, as an individual, you only need to answer each question once.

If the appointment you are requesting is for a Partnership, LLC, or Incorporated Entity, you, as an Officer, must answer the questions both for yourself personally and for the entity. There may be cases where the answers are different.

Question:

How do I find out my commission rate level to complete Section 10?

Answer:

Your manager provides this information or you can contact Agent Services at 800 445.4254, option 2.

Question:

Why isn't the Final Expense Addendum incorporated into the PIF?

Answer:

The PIF is used to gather necessary producer profile information to contract with our company(ies). In addition to the PIF, each producer must return a signed copy of either the "Managing General Agent Contract," "General Agent Contract" or the "Agent Contract."


The Final Expense Addendum is an addendum to the Contract, not to the PIF.

Contracting Checklist

from American Continental Insurance Company (ACI) and
Continental Life Insurance Company of Brentwood,
Tennessee (CLI)

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Page 1 of 1

 **NOTE:** You are not authorized to solicit any application on behalf of the company until you receive your "welcome" letter and company writing code.

Complete the following for each agent to be appointed:

	FORM	NOTES
To prevent delay, please complete all required documents before submitting.	<input type="radio"/> Contract	All pages
	<input type="radio"/> Producer Information And Appointment Form (PIF) (#GEN0798)	All pages
	<input type="radio"/> Commission schedule (ACI and/or CLI)	Not applicable for licensed only agents
	<input type="radio"/> License copy	Licenses for all states in which you are requesting appointment
	<input type="radio"/> Appointment fee (CLI only)	Payment by check only
	<input type="radio"/> Final Expense Contract Addendum (#ACIFE0846) and Hierarchy (#ACIFE0633) Forms	If applicable; up-line Agent needs to sign as MGA and guarantor

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 Aetna Inc.'s name, insurance products, logos or services or which are designed to solicit and/or sell Company's or Aetna Inc.'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 _____.
-----------------------------	-----------------------------------------------------------------------

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: _____

Title: _____

Date Signed: _____

Date Signed: _____

AMERICAN CONTINENTAL INSURANCE COMPANY

By: _____

Title: _____

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

If you are contracting as an agency you must sign here



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 Continental Life Insurance Company of
 Brentwood, Tennessee
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from American Continental Insurance Company (ACI) and
 Continental Life Insurance Company of Brentwood, Tennessee (CLI)

Page 1 of 9

- **Please print clearly** completing all fields using blue or black ink, and **initial any corrections**.
- If completing electronically, fill in all blue highlighted areas. When complete, print form, sign, and return.
- Keep a copy of this form for your records.

1. Form purpose

Select all that apply.

- Initial Appointment/Additional Company Appointment** *Complete all sections.*
- Additional State Appointment with Current Companies** *Complete the appropriate Sections 2-4 and sign and date Section 9.*
- EFT Setup** *Complete Sections 2, 3 and 8 and sign Section 9 in order to authorize payments.*
- Hierarchy Change** *Complete Section 10.*

2. Individual applicant appointment information

Entity *Select one or both*

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

Name *First, Middle, Last, Suffix (As it appears on your Resident License)*

.....

Social Security Number (SSN) National Producer Number (NPN)

.....

Date of birth Gender
 Female Male

Residential address *(Not a P.O. Box)*

.....

City State Zip

.....

Business address *(P.O. Box accepted)*

.....

City State Zip

.....

Preferred phone Secondary phone Fax

.....

Preferred mailing address *Select one* E-mail address

Residential Business

.....

Previous names *List all other names or aliases you have used in the last 7 years*

.....

Attach a separate sheet if more space is required for additional names.

3. Incorporated Entity, Partnership or LLC appointment information



Proceed to Section 4 if you are not Incorporated, a Partnership, or LLC.

Appointment type entity *Select one*

- Partnership LLC Incorporated Entity

Officer should complete Section 3.

Entity name *As it appears on your Domicile State License* Tax Identification Number (TIN)

.....

Entity address

.....

City State Zip

.....

Entity phone Entity fax

.....

Website address E-mail address

.....

If you are contracting as an agency you need to complete this section

Producer Information And Appointment Form (PIF)

4. Appointment states requested



Attach applicable licenses for states listed.

Resident license state

Non-resident state(s) where appointment is requested

Counties in which appointment is requested (Florida only)

Please complete

5. Business practices questions

If you answer "Yes" to any of these questions, provide details in the corresponding fields of Section 6.

If completing for an officer and entity, indicate details for yes answers for each as appropriate.

This section must be completed. If you have any yes answers you will need to provide the explanation on the pages provided and please include any additional documents

- | | Individual/Officer | | Entity | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------|---------------------------|--------------------------|
| 1. Have you ever had an insurance or securities license denied, suspended, cancelled or revoked? | <input type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Yes | <input type="radio"/> No |
| 2. Has any regulatory body ever sanctioned, censured, penalized or otherwise disciplined you? | <input type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Yes | <input type="radio"/> No |
| 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="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Yes | <input type="radio"/> No |
| 4. Has a bonding or surety company ever denied, paid on or revoked a bond for you? | <input type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Yes | <input type="radio"/> No |
| 5. Has any Errors & Omissions (E&O) carrier ever denied, paid claims on or cancelled your coverage? | <input type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Yes | <input type="radio"/> No |
| 6. In the past ten years, have you personally filed a bankruptcy petition or declared bankruptcy? | <input type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Yes | <input type="radio"/> No |
| 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 five years after termination of such association? | <input type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Yes | <input type="radio"/> No |
| 8. Are there any unsatisfied judgments, garnishments or liens against you? | <input type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Yes | <input type="radio"/> No |
| 9. Are you in debt to any insurance company? | <input type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Yes | <input type="radio"/> No |
| 10. Have you ever been convicted of, or pled guilty or no contest to any felony or misdemeanor other than a minor traffic offense? | <input type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Yes | <input type="radio"/> No |
| 11. Are you currently a party to any litigation or a subject of any investigation(s)? | <input type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Yes | <input type="radio"/> No |
| 12. Have you ever had an appointment with another insurance company denied or terminated for cause? | <input type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Yes | <input type="radio"/> No |



If the answer to all questions is "No," you do not need to complete Section 6. Please proceed to Section 7.

Producer Information And Appointment Form (PIF)

6. Business practices details



If you answered "Yes" to any of the questions in Section 5, provide details for the corresponding question(s) only. Attach a separate sheet with question number and details if more space is required for additional information.

Question 1: Insurance or securities license denied, suspended, cancelled or revoked

Month and year

Action taken and reasons

•

•

Your account of the circumstances leading to the situation

•

•

Question 2: Sanction, censure, penalty or other action against you by regulatory body

Month and year

Action taken and reasons

•

•

Nature of the activity resulting in the fine or disciplinary action

•

Your account of the circumstances leading to the situation

•

•

Question 3: Complaint, fine, sanction, censure, penalty or other disciplinary action against you for violation of any state, federal or self-regulatory agency regulations or statutes

Month and year

Amount of the fine and/or specific disciplinary action taken

•

•

Nature of the activity resulting in the fine or disciplinary action

•

Your account of the circumstances leading to the situation

•

•

Question 4: Bond denied, paid on or revoked for you by bonding or surety company

Month and year

Reason for denial, payment or revocation

•

•

Your account of the circumstances leading to the situation

•

•

Amount of the payment

\$

Producer Information And Appointment Form (PIF)

Page 4 of 9

6. Business practices details (continued)

Question 5: Coverage denied, paid claims on, or cancelled by any E&O carrier

Month and year

Nature of the circumstances resulting in the claim

.

.

Disposition of the claim

.

Amount claimed

Amount paid by E&O carrier *If any*

\$

\$

Your account of the circumstances leading to the situation

.

.

Question 6: Filing of personal bankruptcy petition or declared bankruptcy in past 10 years

Date of discharge *mm/dd/yyyy*

For Chapter 7, 11 and 12

Reason for filing (i.e., divorce, loss of employment, business failure, etc.)

.

.

Provide type of business and role/relationship in the business *If result of business failure*

.

Amount discharged

Average annual income for the last two years

\$

\$

For any outstanding obligations not discharged in bankruptcy, (i.e., taxes, mortgage, car, etc.) provide:

Amount

Explanation of obligation

\$

Payment schedule amount

Frequency *i.e., weekly, monthly, etc.*

Current balance

\$

.

\$

For Chapter 13

Date of filing *mm/dd/yyyy*

Date of discharge *mm/dd/yyyy*

.

.

Reason for filing (i.e., divorce, loss of employment, business failure, etc.)

.

.

Provide type of business and role/relationship in the business *If result of business failure*

.

.

If payments are still being made please provide.

Amount

Frequency *i.e., weekly, monthly, etc.*

\$

.

Projected completion date *mm/dd/yyyy*

Current balance

.

\$

Average annual income for the last two years

\$

Producer Information And Appointment Form (PIF)

Page 5 of 9

6. Business practices details (continued)

Question 7: Bankruptcy petition or declaration filed by any insurance or securities brokerage firm with whom you have been associated (either during your association or within 5 years after termination of such association)

Approximate filing date *mm/dd/yyyy* Your position with company

•

If you are an officer of the company or directly involved with circumstances leading to filing, please provide:

Reason for filing

•

Your specific involvement

•

Question 8: Unsatisfied judgments, garnishments or liens against you

Month and year

Judgments/garnishments

Reason the judgment/garnishment was obtained and your specific involvement

•

Payment schedule amount

Frequency *i.e., weekly, monthly, etc.*

\$

Original amount of the judgment/garnishment

\$

Outstanding amount of the judgment/garnishment

\$

Average annual income for the last two years

\$

Liens

Name of company placing lien

State

Month and year

•

Reason for the lien and your specific involvement

•

Original amount of the debt

Current balance

\$

\$

Payment schedule amount

Frequency *i.e., weekly, monthly, etc.*

\$

Projected completion date *mm/dd/yyyy*

•

Average annual income for the last two years

\$

Question 9: Debt to any insurance company

Month and year debt began

Name of insurance company(ies)

•

Reason for the debt and your account of the situation

•

Original amount of the debt

Current balance

\$

\$

Payment schedule amount

Frequency *i.e., weekly, monthly, etc.*

\$

Projected completion date *mm/dd/yyyy*

•

Average annual income for the last two years

\$

Producer Information And Appointment Form (PIF)

Page 6 of 9

6. Business practices details (continued)

Question 10: Any conviction of, or guilty plea or no contest to, a felony or misdemeanor other than minor traffic offense

Month and year

Description of the conviction or plea and your account of circumstances leading to the situation

•

•

Type of conviction *Misdemeanor or felony*

•

Final disposition *Fine, probation, jail, etc.*

Have all requirements been satisfied?

Yes

No

•

Statute violated

•

City/county and state where violation occurred

•

Question 11: Party to any litigation or a subject of any investigation(s)

Month and year litigation began

Litigation

Circumstances surrounding the litigation *Including your account of the situation*

•

•

How are you directly involved in the litigation?

•

•

Amount of damages claimed

\$

Current status

•

Investigation

Month and year investigation began

Name and jurisdiction of investigating entity

•

Circumstances surrounding the investigation *Including your account of the situation*

•

•

Current status

•

•

Question 12: Appointment with any insurance company denied or terminated for cause

Description of the denial/termination, including name of insurer, and your account of circumstances leading to the situation

•

•

•

•

Producer Information And Appointment Form (PIF)

Page 7 of 9

7. Disclosure of Intent to Obtain Consumer Reports

Please review and print for your records the Disclosure of Intent to Obtain Consumer Reports.

This is to advise you that Aetna 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 Aetna Inc., or one or more of its affiliates.

If requested, the report may be obtained from one of the investigative consumer-reporting agencies named below or another investigative consumer-reporting agency:

Business Information Group, Inc.
P. O. Box 130
Southampton, PA 18966
800 260.1680

Equifax Credit Information Services, Inc.
P. O. Box 740241
Atlanta, GA 30374
800 685.1111

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.

For California Resident Agents Only

Pursuant to the California Investigative Consumer Reporting Agencies Act, Aetna Inc. is required to provide you with the summary of provisions listed below.

California Investigative Consumer Reporting Agencies Act Summary of the Provisions of Section 1786.22

- (a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
1. In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
 2. By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
 3. A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- (c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer-reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.
- (d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.
- (e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.

Producer Information And Appointment Form (PIF)

8. Electronic funds transfer (EFT) *Complete this section to authorize automatic electronic transfer of commission payments*

You must sign on the signature line at the bottom of this page to authorize and receive commission payments via EFT. Sections 2 and 3 must be completed.

If completing this section for an officer and an entity, the EFT authorization will apply to the entity.

You may either attach a voided bank check or complete all information in this section as it appears on your check.

This is an example of a personal check. A business check may be different.

If you want EFT you must send a copy of a voided check

Institution name for deposit

.....

Routing number

.....

Account number

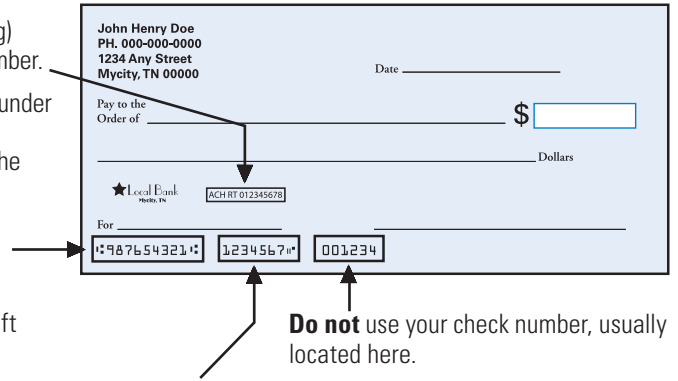
.....

To find the routing and account numbers

For checks with an ACH RT (Automated Clearing House Routing) number, please use this routing number.

For checks with "payable through" under the bank name, please contact the financial institution to help obtain the correct Routing Number.

For all other checks, use the nine-character routing number, which appears between the **Ⓜ** symbols, usually at the bottom left corner of the check.



The account number is up to 17 characters long and appears next to the **Ⓜ** symbol at the bottom of the check and usually to the right of the bank routing number.

9. Acknowledgment and signature

The Aetna Inc. companies listed at the top of page 1 are referred to as "us," "our" and "we" in this section.

The appointment applicant is referred to as "you" and "your" in this section.

When submitting for an officer and an entity, this acknowledgement applies for both.

By signing below, you

- Certify that you have read, understood, and agree to comply with all provisions contained in your contract which may be downloaded and printed at: www.cont-life.com (Prospective Agent). You may also request a copy by calling 800 445.4254, option 7.
- Agree to accept official correspondence from the Company electronically, using your last e-mail address known to the Company. You further agree to notify the Company if you change your e-mail address and/or if you can no longer accept electronic communications.
- Acknowledge that you have received and read the **'Disclosure of Intent to Obtain Consumer Reports'** and consent and authorize Aetna Inc. and its affiliates to obtain additional background information, as we deem necessary, through independent investigation, FINRA CRD reports and/or through an investigative consumer reporting agency (consumer reporting agencies including but not limited to those identified in the 'Disclosure of Intent to Obtain Consumer Reports') consumer report (collectively, 'background reports').
- Authorize us to share the information contained in this PIF or any other information that we may obtain, including background reports, with our affiliates for the purposes of establishing your eligibility and/or continuing eligibility for appointment with us and our affiliates as well as any other disclosure required by law.
- Authorize your employers and other insurance companies you are or have been appointed with to release any and all information that they may have about you, personal or otherwise, to us and you release all such parties from all liability that may result from furnishing this information.
- Understand and agree that your appointment will, in part be based upon this PIF and the background report information and that any information that you provide that is inaccurate or incomplete shall be grounds for termination of your appointment.
- Acknowledge that you have read, understood and agree to comply with the **Guide to Ethical Market Conduct** and the **Multipurpose Confidentiality Addendum and Producer Conduct Rule** at www.cont-life.com (Prospective Agent). You may also request a copy by calling 800 445.4254, option 7.
- If applicable, authorize the selected Aetna Inc. company(ies) to automatically transfer funds to your checking account and make adjustments to your account in the event of errors. Additionally, you authorize the named institution to complete these transactions. This authorization is to remain in full force and effect until we receive written notice from you requesting termination or until we have sent you 10 days written notice of our intention to terminate EFT.

This must be signed even if you do not want EFT

You also certify under penalty of perjury that the information provided herein is accurate and complete.

Signature	Title <i>Required if signing for an entity</i>	Date
X

! You must sign here in order for us to process your appointment, and EFT if applicable.



Producer Information And Appointment Form (PIF)

Page 9 of 9

10. Appointing company and hierarchy information

You may be appointed to sell only those products for which your firm or agency is contracted.

Writing Agent name	Phone	Date
•	•	•

This form was completed by someone other than the Writing Agent

Name	Phone	Date
•	•	•

Provide rate level for all product lines for which you are requesting appointment.

Producer's commission rate level

	Medicare Supplement	Health Insurance	Final Expense
American Continental Insurance Company	•	• n/a	separate forms required
Continental Life Insurance Company of Brentwood, Tennessee	•	•	



For Final Expense, complete separate Contract Addendum and Hierarchy forms.

Please list all members of this Writing Agent's hierarchy beginning with the lowest level.

Producer name or company name	Writing code
Intermediary	•
Intermediary	•
Intermediary	•
Managing General Agent	•



American Continental Insurance Company
Continental Life Insurance Company of
Brentwood, Tennessee
Aetna Companies
P.O. Box 1188
Brentwood, TN 37024
Tel: 800 445.4254 opt. 7
Fax: 866 618.4993
AETSSIcontracting@Aetna.com

Commission Advance Addendum

from American Continental Insurance Company (ACI) and
Continental Life Insurance Company of Brentwood, Tennessee (CLI)

Page 1 of 3

- Please fill in all appropriate information and sign where necessary.
- **Please print clearly** using blue or black ink.
- If completing electronically, fill in all blue highlighted areas.
When complete, print form, sign, and return.
- Keep a copy of this form for your records.
- This is an addendum to the contract. A contract is required with each legal entity for which you wish to sell.

1. Financing Agreement

The Producer requests commission advancing.

If approved by the Company, advancing will apply to all policies issued under the applicable Company Contract; except that (a) policies issued on the agent and the agent's immediate family members or (b) reissued policies do not qualify for advancing under this Addendum.

This Financing Agreement is not effective until it has been approved in writing by Company and Producer shall have executed a Note and Security Agreement and this Financing Agreement in a form satisfactory to Company. Moreover, Company shall have the right to discontinue advancing at any time without prior notice and for any reason, which shall include, without limitation, a Producer's existing debit balance, low production, poor business persistency or bankruptcy filing.

Company and the undersigned Producer agree that loans hereunder shall be secured by a Note and Security Agreement executed by the undersigned Producer, to which reference is made.

It is expressly understood and agreed that all payments made to the Producer under this Financing Agreement shall at all times be considered as loans, fully secured under the terms of said Note and Security Agreement, and that such Note shall be 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 to: 1) the undersigned; 2) the undersigned's Agency; and, 3) agents assigned to Producer ("Agency Members") for which Producer is responsible under Producer's contract with Company, or under Financing Agreements entered into by Company and such Agency Members.

Producer expressly acknowledges that Company makes no representation to Producer that it will lend, now or in the future, any money to Producer. Producer acknowledges that any expense Producer incurs in the development of any business will not be in reliance upon loans to be made by Company in the future and, to the extent that Producer develops business in expectation of future loans, such development will be at Producer's sole risk. In order to avoid any misunderstanding in the future, the parties agree that they may not amend the foregoing provisions unless such modification is reduced to writing and signed by each of the parties.

2. Note and Security Agreement

For value received, the undersigned Producer and personal guarantor, if applicable, jointly and severally, promise to pay on demand by and to the order of American Continental Insurance Company and/or Continental Life Insurance Company of Brentwood, Tennessee (hereafter collectively called "Company"), the principal sum of all indebtedness resulting from loans to Producer in accordance with the Company Financing Agreement and any remuneration, special advances, fees, charge backs, dues, interest or any other charges to Producer's accounts (herein collectively called "debit balance") which Producer agrees may be used to establish the amount of indebtedness hereunder. Furthermore, Producer agrees to pay all indebtedness incurred by agents assigned to Producer ("Agency Members") for which Producer is responsible under Producer's contract with Company, or under Financing Agreements entered into by Company and such Agency Members, if such indebtedness is not satisfied within thirty days of such Agency Member's termination or upon thirty days written notice by Company. Upon thirty days written notice or upon notice of termination of Producer's contract for any reason, parties acknowledging below agree to immediately pay Producer's debit balance, in full, in cash or by cashier's check payable to Company.

Commission Advance Addendum

Page 2 of 3

2. Note and Security Agreement *(continued)*

The Producer agrees that an account will be maintained in Producer's name by Company, and that pursuant to Producer's contract with Company, all amounts advanced or charged to Producer are indebtedness under this Note and bear interest as provided herein. Producer hereby agrees and consents to the assignment of this Note and Security Agreement to any bank and/or any third party assignee. Producer hereby authorizes Company to apply earned commissions under Producer's contract with Company to this debit balance account until such time that actual earnings exceed the amounts loaned plus other amounts for which Producer may be responsible.

To assure that debit balances hereunder will be repaid, Producer hereby assigns, transfers and conveys to Company a first lien upon the following: any commissions, service fees, bonuses or other compensation payable to Producer by Company or by any Company affiliates; and all credits and value from property held in Producer's name by Company or its affiliates. By execution hereof, Producer assigns to Company all of the above which will be security for indebtedness hereunder. Upon default the holder hereof shall have all rights and remedies of a secured party under applicable provisions of the Tennessee Uniform Commercial Code or other provisions of applicable law.

The current interest rate on this Note shall be 1% per month on unpaid balance of Producer's account or the maximum legal rate under applicable law, whichever is less. Notwithstanding anything to the contrary, Producer shall not be required to pay more interest for any period than the maximum legal rate permissible under applicable law.

This Note and Security Agreement ("Agreement") shall survive the termination of all contractual relationships between Producer and Company. Producer further agrees that in the event it becomes necessary to enforce payment of this Agreement through legal action, Producer will also pay the responsible attorneys' fees and court costs incurred by Company or its affiliates in enforcing this Agreement. All amounts due hereunder shall be payable at the Company office, and since this Agreement 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.

3. Disclosure of intent to obtain consumer reports

This is to advise you that Aetna Inc. and its affiliates may obtain one or more consumer reports with respect to establishing your eligibility for commission advancing, employment, appointment, promotion, reassignment, and/or retention as an employee, agent, and/or representative of Aetna Inc., or one or more of its affiliates. If requested, the report will be obtained from the investigative consumer reporting agencies named below:

Business Information Group, Inc., P.O. Box 541, Southampton, PA 18966, phone 800 260.1680

Equifax Credit Information Services, Inc., P.O. Box 740241, Atlanta, GA 30374, phone 800 685.1111

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.

Commission Advance Addendum

4. Acknowledgement

Complete and return to:

Fax
866 618.4993

Email
AETSSICContracting@Aetna.com

You will be charged interest for advances received at the rate of 1% per month or the maximum legal rate, whichever is less. Refer to Section 2 for details.

Type of contract *Select one*

General Agent Managing General Agent

Producer *Name of entity or individual*

.....

Entity *Select one or both*

American Continental Insurance Company (ACI)

- All policy premium modes and direct bill

Continental Life Insurance Company of Brentwood, Tennessee (CLI)

- Policies on monthly EFT only

Advance period

	6 months	9 months	12 months
Issued policies:			
Medicare Supplement	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Health Insurance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

You must indicate your preference or you will not receive advance commissions

The Producer named above:

- Requests commission advancing as indicated above.
- Agrees to the Terms of this Addendum.
- Authorizes Aetna 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 my eligibility for commission advancing, employment, appointment, promotion, reassignment, and/or retention as an employee, agent, and/or representative of Aetna Inc., or one or more of its affiliates.
- If Producer is incorporated or is a limited liability company:
For and in consideration of Company's advancing commissions 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 this Financing Agreement and Note and Security Agreement and does hereby personally guarantee the performance of all provisions and obligations of the Producer hereunder.

If you are contracting as an agency you need to complete this line

Corporation _____ Date _____

Producer's signature _____ Title _____

General Agent's/Managing General Agent's signature _____

.....

Home office use only.
Company approval
Signature of authorized official _____ Date _____
X _____

⚠ The parties accept full responsibility and are held liable for all debts incurred from this Commission Advance Addendum to the producer's contract.

⚠ Officer title is required if Producer is incorporated or is a limited liability company.

Upline signs this line



American Continental Insurance Company
Continental Life Insurance Company of
Brentwood, Tennessee
Aetna Companies
101 Continental Place
Brentwood, TN 37027

Contract Addendum Final Expense Life Insurance

from American Continental Insurance Company and/or
Continental Life Insurance Company of Brentwood, Tennessee

Page 1 of 3

This Addendum is required for all Producers who have a Marketing General Agent, General Agent, or Agent contract with American Continental Insurance Company and/or Continental Life Insurance Company of Brentwood, Tennessee (hereafter collectively called, "Company") and who wish to be approved to sell the Company's Final Expense products.

1. Request for approval to sell Final Expense

This is an addendum to the contract. A contract is required with each legal entity for which you wish to sell Final Expense.

The Producer named in Section 5 requests approval to sell the Company's Final Expense product under the terms of the applicable Company contract which this Addendum pertains and acknowledges that such approval is contingent upon the Producer either executing the Financing Agreement, and the Note and Security Agreement in Sections 2 and 3, or by selecting "no" to commission advancing in Section 5 and upon the Company's written authorization.

2. Financing Agreement

Section 2 is only applicable if Producer chooses to request commission advancing in Section 5.

The Producer requests approval to sell the Company's Final Expense and further requests commission advancing.

If approved by the Company, advancing will apply to all Final Expense policies issued under the applicable Company Contract; except that (a) policies issued on the agent and the agent's immediate family members or (b) reissued policies do not qualify for advancing under this Addendum.

This Financing Agreement is not effective until it has been approved in writing by Company and Producer shall have executed a Note and Security Agreement and this Financing Agreement in a form satisfactory to Company. Moreover, Company shall have the right to discontinue advancing at any time without prior notice and for any reason, which shall include, without limitation, a Producer's existing debit balance, low production, poor business persistency or bankruptcy filing.

Company and the undersigned Producer agree that loans hereunder shall be secured by a Note and Security Agreement executed by the undersigned Producer, to which reference is made.

It is expressly understood and agreed that all payments made to the Producer under this Financing Agreement shall at all times be considered as loans, fully secured under the terms of said Note and Security Agreement, and that such Note shall be 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 to: 1) the undersigned; 2) the undersigned's Agency; and, 3) agents assigned to Producer ("Agency Members") for which Producer is responsible under Producer's contract with Company, or under Financing Agreements entered into by Company and such Agency Members.

Producer expressly acknowledges that Company makes no representation to Producer that it will lend, now or in the future, any money to Producer. Producer acknowledges that any expense Producer incurs in the development of any business will not be in reliance upon loans to be made by Company in the future and, to the extent that Producer develops business in expectation of future loans, such development will be at Producer's sole risk. In order to avoid any misunderstanding in the future, the parties agree that they may not amend the foregoing provisions unless such modification is reduced to writing and signed by each of the parties and that in the event of conflict between this Agreement or the Note and Security Agreement and any other contract between the parties, terms in this Financing Agreement shall prevail, or, where applicable, terms in the Note and Security Agreement shall prevail.

Contract Addendum

Page 2 of 3

3. Note and Security Agreement

For value received, the undersigned Producer and personal guarantor, if applicable, jointly and severally, promise to pay on demand by and to the order of American Continental Insurance Company and/or Continental Life Insurance Company of Brentwood, Tennessee (hereafter collectively called "Company"), the principal sum of all indebtedness resulting from loans to Producer in accordance with the Company Final Expense Financing Agreement and any remuneration, special advances, fees, charge backs, dues, interest or any other charges to Producer's accounts (herein collectively called "debit balance") which Producer agrees may be used to establish the amount of indebtedness hereunder. Furthermore, Producer agrees to pay all indebtedness incurred by agents assigned to Producer ("Agency Members") for which Producer is responsible under Producer's contract with Company, or under Financing Agreements entered into by Company and such Agency Members, if such indebtedness is not satisfied within thirty days of such Agency Member's termination or upon thirty days written notice by Company. Upon thirty days written notice or upon notice of termination of Producer's contract for any reason, parties acknowledging below agree to immediately pay Producer's debit balance, in full, in cash or by cashier's check payable to Company.

The Producer agrees that an account will be maintained in Producer's name by Company, and that pursuant to Producer's contract with Company, all amounts advanced or charged to Producer are indebtedness under this Note and bear interest as provided herein. Producer hereby agrees and consents to the assignment of this Note and Security Agreement to any bank and/or any third party assignee. Producer hereby authorizes Company to apply earned commissions under Producer's contract with Company to this debit balance account until such time that actual earnings exceed the amounts loaned plus other amounts for which Producer may be responsible.

To assure that debit balances hereunder will be repaid, Producer hereby assigns, transfers and conveys to Company a first lien upon the following: any commissions, service fees, bonuses or other compensation payable to Producer by Company or by any Company affiliates; and all credits and value from property held in Producer's name by Company or its affiliates. By execution hereof, Producer assigns to Company all of the above which will be security for indebtedness hereunder. Upon default the holder hereof shall have all rights and remedies of a secured party under applicable provisions of the Tennessee Uniform Commercial Code or other provisions of applicable law.

The current interest rate on this Note shall be 1% per month on unpaid balance of Producer's account or the maximum legal rate under applicable law, whichever is less. Notwithstanding anything to the contrary, Producer shall not be required to pay more interest for any period than the maximum legal rate permissible under applicable law.

This Note and Security Agreement ("Agreement") shall survive the termination of all contractual relationships between Producer and Company. Producer further agrees that in the event it becomes necessary to enforce payment of this Agreement through legal action, Producer will also pay the responsible attorneys' fees and court costs incurred by Company or its affiliates in enforcing this Agreement. All amounts due hereunder shall be payable at the Company office, and since this Agreement 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.

4. Disclosure of intent to obtain consumer reports

This is to advise you that Aetna Inc. and its affiliates may obtain one or more consumer reports with respect to establishing your eligibility for commission advancing, employment, appointment, promotion, reassignment, and/or retention as an employee, agent, and/or representative of Aetna Inc., or one or more of its affiliates. If requested, the report will be obtained from the investigative consumer reporting agencies named below:

Business Information Group, Inc., P.O. Box 541, Southampton, PA 18966, phone 800 260.1680

Equifax Credit Information Services, Inc., P.O. Box 740241, Atlanta, GA 30374, phone 800 685.1111

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.

Contract Addendum

5. Acknowledgement

Complete and return to:

Fax
866 618.4993

Email
AETSSICContracting@Aetna.com


If LOA, do not complete commission advancing.


You will be charged interest for advances received at the rate of 1% per month or the maximum legal rate, whichever is less. Refer to Section 3 for details.

You must indicate your preference to receive advance commissions

Approval is required by the Company before a Producer can sell Company's Final Expense or receive advancing. Advancing will not apply to policies issued prior to the Company approval date.

Approval to market the Final Expense product will be emailed.

 The parties accept full responsibility and are held liable for all debts incurred from this Commission Advance Addendum to the producer's contract.

 Officer title is required if Producer is incorporated or is a limited liability company.

If contracting as an agency this must be completed

Upline signs here

Producer <i>Name of entity or individual</i>	Date
.....
Email address	
.....	
LOA only <input type="radio"/> Yes <input type="radio"/> No	

Commission advancing

The Producer named above requests commission advancing Yes No
If "Yes", pick one: 6 month commission advancing
 9 month commission advancing

The Producer named above:

- Requests approval to sell the Company's Final Expense product.
- Does/does not request commission advancing as indicated above.
- Agrees to the Terms of this Addendum.
- Authorizes Aetna 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 my eligibility for commission advancing, employment, appointment, promotion, reassignment, and/or retention as an employee, agent, and/or representative of Aetna Inc., or one or more of its affiliates.
- If Producer is incorporated or is a limited liability company:
For and in consideration of Company's advancing commissions 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 this Financing Agreement and Note and Security Agreement and does hereby personally guarantee the performance of all provisions and obligations of the Producer hereunder.

Corporation	Date
.....
Producer's signature	Title
X
General Agent's/Managing General Agent's signature	
X

SIGN HERE

Home office use only.

Company approval

Signature of authorized official	Date
X
Approved for marketing Final Expense?	<input type="radio"/> Yes <input type="radio"/> No
Advancing approved?	<input type="radio"/> Yes <input type="radio"/> No

MULTIPURPOSE CONFIDENTIALITY ADDENDUM *and* PRODUCER CONDUCT RULE

**Genworth Life and Annuity Insurance Company
Genworth Life Insurance Company
Genworth Life Insurance Company of New York
American Continental Insurance Company
Continental Life Insurance Company of Brentwood, Tennessee**

WHEREAS, one or more of the above companies (collectively “Companies”) may disclose confidential information, including Consumer Information, to parties with sales agreements with the Company, including without limitation, Agents, Producers, General Agents, Managing General Agents and Brokers (collectively referred to as “Producers”), in the performance of services for Company, and

WHEREAS, you (“Producer”) have a sales agreement with the Company and may receive confidential information, and

WHEREAS, the receipt, use and re-disclosure of such information is governed by the Producer’s sales agreement(s) with the Company *and* in accordance with such rules and regulations as the Company may establish covering the conduct of its business, and

WHEREAS, the receipt, use and re-disclosure of such information is subject to certain federal and/or state laws and regulations including, but not limited to, the Gramm-Leach-Bliley Act and the Health Insurance Portability and Accountability Act of 1996 (“Laws”), and

WHEREAS, the Company has established the following provisions as a Rule to govern the conduct of Producers in connection with confidential information, including Consumer Information.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, in the Producer’s sales agreement(s), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company and Producer agree to the following:

SECTION I. Purpose

Company and Producer have entered into one or more sales agreements (each referred to as an “Agreement”), which may include without limitation, a Managing General Agent, Brokerage General Agent, Agent, Producer, or Broker Agreement. Under the Agreement, the Producer provides certain services to and solicits Products on behalf of Company. As such, Producer has and/or may receive individually identifiable information arising out of or related to the business activities of Company, which information is the type of information subject to Laws and the requirements of Sections II and/or III of this Addendum. To assure compliance with all applicable Laws, as defined below, and Company Rules, Company agrees to allow Producer to receive, retain and re-disclose, as applicable, such information as follows:

SECTION II. Use of Non-Public Information; Confidentiality

1. Definitions. When used in this section, the terms listed below shall have the following meanings:

- (a) “Consumer” means an individual who seeks to obtain, obtains or has obtained insurance or other financial product or service from Company, which product or service is intended to be used for personal, family or household purposes.
- (b) “Consumer Information” means non-public personally identifiable financial and health information as those terms are defined by applicable Laws and this Addendum (i) provided by or on behalf of a Consumer to Company, including information obtained by Producer, and (ii) resulting from Company’s transactions or services related to a transaction with the Consumer. Consumer Information includes all lists of customers, former customers, applicants and prospective customers, and any list or grouping of customers derived from personally identifiable financial or health information that is not publicly available.
- (c) “Confidential Information” means any data or information regarding market share percentage, production goals, monthly production targets, top producers, actual product production, broker product listings, total sales data of the disclosing party, marketing strategies, strategic plans, financial or operational data, pricing

and compensation information, sales estimates, business plans, business relationships, and internal performance results relating to the past, present or future business activities of the disclosing party, its subsidiaries and affiliated companies and the customers, clients, employees and suppliers of any of the foregoing.

- (d) "Laws" mean all applicable requirements of Consumer privacy laws, judicial interpretations, rules and regulations, including but not limited to the Gramm-Leach-Bliley Act.

2. **Confidentiality Obligations and Representations.** Except as expressly authorized by prior written consent of the disclosing party, each party shall, and represents and warrants that it has the capacity to:

- (a) use and disclose Consumer Information in accordance with all applicable Laws and the privacy policies of the Company, as amended from time to time.
- (b) limit access to any of the disclosing party's Confidential Information and Consumer Information to its partners, shareholders, officers, directors, employees, representatives, Producers, advisors, affiliates or representatives of its Producers or advisors who have a need to know in connection with the Agreement. Confidential Information shall only be used in connection therewith.
- (c) only use and disclose Consumer Information in order to (i) effect, administer, enforce or process transactions requested by a Consumer; (ii) adhere to certain regulatory requirements; (iii) evaluate each party's performance under this Addendum; or (iv) perform services on behalf of the other including, but not limited to, offering products and/or services to Consumers. Each party shall use Consumer Information disclosed by the other solely for the purposes for which it was disclosed and must not reuse or redisclose information for other purposes, except as permitted or required by applicable Laws and subject to any agreements between the parties.
- (d) prior to disclosing Consumer Information to an affiliate in order for the affiliate to perform services or functions pursuant to this Addendum, the disclosing party must restrict the affiliate from disclosing Consumer Information.
- (e) prior to disclosing Consumer Information to a third party in order to perform services or functions under the Agreement, the disclosing party must enter into a written confidentiality agreement requiring the third party to maintain the confidentiality of such information in accordance with the requirements of this Addendum.
- (f) safeguard all such Confidential Information and Consumer Information it receives by implementing and maintaining appropriate administrative, technical and physical safeguards to: (i) ensure the security and confidentiality of Confidential Information and Consumer Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Confidential Information and Consumer Information, and; (iii) protect against unauthorized access to or use of Confidential Information and Consumer Information

3. **Exceptions to Confidentiality**

- (a) The obligations of confidentiality and restrictions on use set forth in this section shall not apply to any Consumer Information that:
 - [i] was already in the possession of the nondisclosing party prior to receipt thereof, directly or indirectly, from the disclosing party; or
 - [ii] is required to be disclosed pursuant to applicable Laws, regulatory requests, legal process, subpoena or court order.
- (b) The obligations of confidentiality and restrictions on use set forth in this section shall not apply to any Confidential Information (exceptions do not apply to Consumer Information) that:
 - [i] was in the public domain prior to the date of this Addendum or subsequently came into the public domain through no fault of the nondisclosing party or violation of this Addendum;
 - [ii] was lawfully received by the nondisclosing party from a third party free of any obligation of confidence;
 - [iii] was already in the possession of the nondisclosing party prior to receipt thereof, directly or indirectly, from the disclosing party;
 - [iv] is required to be disclosed pursuant to applicable Laws, regulatory requests, legal process, subpoena or court order; or
 - [v] is subsequently and independently developed by employees, consultants or Producers of the nondisclosing party without reference to or use of the Confidential Information disclosed under this Addendum.
- (c) Notwithstanding any provision in this Addendum to the contrary, nothing herein shall prevent the Company or Producer from disclosing to a potential insured or owners the existence, amount or components of any compensation a Producer is eligible to receive or receives for the sale and servicing of the Company's products. All Producers hereby agree to comply with all legal and regulatory requirements and Company policies and procedures concerning the disclosure of the Producer's compensation to potential insureds or

owners. For the purposes of this paragraph, "compensation" shall be construed broadly to include, without limitation, all commissions, incentive compensation, fees, bonuses, trips and other awards, and any compensation directly or indirectly related to the sale and servicing of the Company's products.

4. **Equitable Relief.** Each party agrees that money damages would not be a sufficient remedy for breach of the confidentiality and other obligations of this Addendum. Accordingly, in addition to all other remedies that each party may have, each party shall be entitled to specific performance and injunctive relief or other equitable relief as a remedy for any breach of this Addendum without the requirement of posting a bond or other security.
5. **Audit.** Each party may audit the other party's use and disclosure of Confidential Information and Consumer Information, as well as its safeguards to protect Confidential Information and Consumer Information, during regular business hours upon forty-eight (48) hours prior notice.
6. **Term.** The provisions of this section shall survive termination of the Addendum or of the Agreement.

SECTION III. Business Associate Provisions

1. Purpose.

In order to disclose certain information to Producer under this Addendum, some of which may constitute Protected Health Information ("PHI") (defined below), Company and Producer mutually agree to comply with the terms of this Addendum for the purpose of satisfying the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing privacy regulations at 45 C.F.R. Parts 160-164 ("HIPAA Privacy Rule") and its implementing security regulations at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA Security Standards"), as well as the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), that are applicable to business associates, along with any regulations issued in connection with these provisions. Company and Producer agree to incorporate into this Addendum any regulations issued with respect to the HITECH Act that relate to the obligations of business associates. Producer recognizes and agrees that it is obligated by law to meet the applicable provisions of the HITECH Act. All references in this section to Business Associates shall refer to Producer.

2. Permitted Uses and Disclosures

Business Associate agrees to use or disclose Protected Health Information ("PHI") that it creates for or receives from Company or a Company Affiliate only as follows. The capitalized term "Protected Health Information" or "PHI" has the meaning set forth in 45 Code of Federal Regulations Section 160.103, 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. The term "electronic Protected Health Information" or "Electronic Protected Health Information" has the meaning set forth in 45 Code of Federal Regulations Section 160.103, as amended from time to time and generally means PHI that is transmitted or maintained in any electronic media. All other capitalized terms used in this Addendum shall have the meanings set forth in the applicable definitions under the HIPAA Privacy Rule, the HIPAA Security Rule or the HITECH Act.

- (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 to perform the services described in the Agreement or as required by law, or following receipt of prior written approval from Company. Unless specifically provided otherwise in this Addendum, such uses and disclosures shall be consistent with the HIPAA Privacy Rule and the HITECH Act. In addition to these 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 Addendum 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:

- (1) The disclosure is required by law; or

- (2) 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.

- (c) Minimum Necessary Standard. Business Associate's use, disclosure or request of Protected Health Information shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities on Company's behalf pursuant to the Agreement, 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.
- (d) Prohibition on Unauthorized Use or Disclosure. Business Associate will neither use nor disclose PHI it creates or receives for or from Company, a Company Affiliate, or from another business associate of Company or a Company Affiliate, except as permitted or required by this Addendum or the Agreement that are not inconsistent with the provisions of this Addendum, or as required by law, or following receipt of prior written approval from Company.
- (e) De-identification of Information. Business Associate agrees neither to de-identify PHI it creates for or receives from Company or a Company Affiliate or from another business associate of Company or a Company Affiliate, nor use or disclose such de-identified PHI, unless such de-identification is expressly permitted under the terms and conditions of this Addendum or the Agreement. De-identification of PHI, other than as expressly permitted under the terms and conditions of the Agreement for Business Associate to perform services for Company, is not a permitted use of PHI under this Addendum. Business Associate further agrees that it will not create a "Limited Data Set" as defined by the HIPAA Privacy Rule using PHI it creates for receives, or receives from another business associate of Company, nor use or disclose such Limited Data Set unless: (i) such creation, use or disclosure is expressly permitted under the terms and conditions of this Addendum or the Agreement that are not inconsistent with the provisions of this Addendum; and (ii) 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.
- (f) 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 for or received from Company or a Company Affiliate. 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 agrees that these safeguards will meet any applicable requirements set forth by the U.S. Department of Health and Human Services. Upon Company's request, Business Associate will provide Company or a Company Affiliate 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 Addendum.
- (g) Conducting Standard Transactions. In the course of performing services for Company, to the extent that Business Associate will conduct Standard Transactions for or on behalf of Company, Business Associate will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162. "Standard Transaction(s)" shall mean a transaction that complies with the standards set forth at 45 C.F.R. parts 160 and 162. Further, Business Associate will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of the Company that:
- (1) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
 - (2) Adds any data element or segment to the maximum defined data set;
 - (3) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
 - (4) Changes the meaning or intent of the Standard Transaction's implementation specification.

- (h) 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 the Agreement (or is otherwise given Company's prior written approval) to disclose any of the PHI Business Associate creates or receives for or from Company or a Company Affiliate, 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 Addendum with respect to such PHI. Business Associate shall identify any subcontractors or agents to whom PHI has been disclosed and 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.

5. Protected Health Information Access, Amendment and Disclosure Accounting

- (a) Access. Business Associate will promptly upon Company's request make available to Company, a Company Affiliate, or, at Company's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies of any PHI about the individual that is contained in a Designated Record Set, so that Company or a Company Affiliate may meet its access obligations under 45 Code of Federal Regulations § 164.524 and, where applicable, the HITECH Act. Business Associate shall make such information available in an electronic format where directed by Company.
- (b) Amendment. Upon Company's request Business Associate will promptly amend or permit Company or a Company Affiliate access to amend any portion of the PHI which is contained in a Designated Record Set and incorporate any amendments to such PHI, so that Company or a Company Affiliate may meet its amendment obligations under 45 Code of Federal Regulations § 164.526.
- (c) Disclosure Accounting. So that Company or a Company Affiliate may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:
 - (1) Disclosure Tracking. Business Associate will record for each disclosure of PHI, not excepted from disclosure accounting under Section V.C.3(c) below, (i) the disclosure date, (ii) the name and member or other policy 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.
 - (2) Disclosure Reporting. On a monthly basis, 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.
 - (3) Exceptions from Disclosure Tracking. Business Associate need not record disclosure information or otherwise account for disclosures of PHI that this Addendum or Company in writing permits or requires (i) for the purpose of Company's treatment activities, payment activities, or health care operations (except where such recording or accounting is required by the HITECH Act, and as of the effective dates for this provision of the HITECH Act), (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.
 - (4) Disclosure Tracking Time Periods. Business Associate must have available for Company the disclosure information required by this section for the 6 years preceding Company's request for the disclosure information except (1) Business Associate need have no disclosure information for disclosures occurring before April 14, 2003; and (2) where a shorter period is permitted by the HITECH Act and any implementing regulations.
 - (5) Disclosure to Individuals. Where Business Associate is contacted directly by an individual based on information provided to the individual by Company and where so required by the HITECH Act and/or any accompanying regulations, Business Associate shall make such disclosure information available directly to the individual.

6. Additional Obligations for Securing Electronic Protected Health Information

- (a) Development of Safeguards. Business Associate will develop, implement, maintain and use appropriate administrative, technical, and physical safeguards (“Safeguards”), that reasonably and appropriately protect the integrity, confidentiality and availability of, and to prevent non-permitted or violating use or disclosure of, electronic Protected Health Information created, transmitted, maintained or received in connection with the Services to be provided under this Agreement.
- (b) Scope of Safeguards. Business Associate will document and keep these Safeguards current. These Safeguards shall extend to transmission, processing, and storage of electronic Protected Health Information. Transmission of electronic Protected Health Information shall include transportation of storage media, such as magnetic tape, disks or compact disk media, from one location to another. Upon Company’s request, Business Associate will provide Company or Company Affiliates with access to and copies of documentation regarding such Safeguards.
- (c) Implementation of Security Standards. Business Associate agrees to fully comply with the requirements of the HIPAA Security Standards by:
 - (1) Implementing administrative, physical, and technical safeguards consistent with (and as required by) the HIPAA Security Standards and the HITECH Act that reasonably protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Company or any Company Affiliate. Business Associate also shall develop and implement policies and procedures and meet the HIPAA Security Standards documentation requirements as required by the HITECH Act;
 - (2) Ensuring that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
 - (3) Reporting and tracking all Security Incidents as described below. Business Associate will monitor and keep track of any Security Incident. A Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system. Business Associate will report to Company and the affected Company Affiliate(s) any Security Incident that results in (A) unauthorized access, use, disclosure, modification, or destruction of Company’s or Company Affiliates’ Electronic Protected Health Information or (B) interference with Business Associate’s system operations in Business Associate’s information systems, of which Business Associate becomes aware. Business Associate will make the report to Company’s and Company Affiliate’s (if applicable) Legal Department within three (3) days after Business Associate learns of such non-permitted or violating use or disclosure, and the report must meet the reporting requirements for breach of privacy obligations as otherwise set forth in this Addendum. For any other Security Incident, Business Associate will provide such report upon Company’s request.
 - (4) Making Business Associate’s policies and procedures and documentation required by the HIPAA Security Standards related to these Safeguards available to the Secretary of HHS for purposes of determining Company’s or Business Associate’s compliance with the HIPAA Security Standards.
- (d) Mitigation. Business Associate agrees to take all reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a Security Incident, including any reasonable steps recommended by Company and Company Affiliates. Business Associate agrees to provide to Company and Company Affiliates all information concerning such disclosure, breach or incident as may be reasonably requested by Company.
- (e) Continuing Security Obligations. Business Associate’s obligations to protect the security of the Protected Health Information it created, received, maintained, or transmitted for or from Company and any Company Affiliate will be continuous and survive termination, cancellation, expiration or other conclusion of this Addendum or the Agreement.
- (f) Access to Company Information Systems. If Business Associate is provided access to any Company or Company Affiliate information system or network containing any electronic PHI, Business Associate agrees to comply with all Company and Company Affiliate policies for access to and use of information from the information systems or network.

7. Additional Business Associate Provisions

- (a) 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 or a Company Affiliate, available to Company or a Company Affiliate and to the U.S. Department of Health and Human Services to determine Company’s or a Company Affiliate’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.

- (b) Reporting of Breach of Privacy Obligations. In addition to any security or information breach notification obligations included in the Agreement, Business Associate will provide written notice to Company, following discovery and without unreasonable delay, but in no event later than three days following discovery, of any use or disclosure of PHI that is neither permitted by this Addendum nor given prior written approval by Company. Also, in addition to any security or information breach notification obligations included in the Agreement, Business Associate will report, following discovery and without unreasonable delay, but in no event later than three days following discovery, any unauthorized acquisition, access, use, or disclosure of Unsecured Protected Health Information, as that term is defined at 45 C.F.R. 164.402 and in the guidance issued pursuant to this definition. This obligation to report shall include *any* unauthorized acquisition, access, use, or disclosure, even where Business Associate has determined that such unauthorized acquisition, access, use, or disclosure does not compromise the security or privacy of such information, unless such acquisition, access, use or disclosure is excluded from the definition of breach in 45 C.F.R. 164.402(2). In addition to any other applicable obligations in the Agreement, Business Associate shall cooperate with Company in investigating the Breach and in meeting the Company's obligations under the HITECH Act and any other security breach notification laws. Business Associate's report will at least:
- (1) Identify the nature of the non-permitted access, use or disclosure, including the date of the Breach and the date of discovery of the Breach;
 - (2) Identify Company's Protected Health Information accessed, used or disclosed as part of the Breach (e.g., full name, social security number, date of birth, etc.);
 - (3) Identify who made the non-permitted access, use or disclosure and who received the non-permitted disclosure;
 - (4) Identify what corrective action Business Associate took or will take to prevent further non-permitted access, uses or disclosures;
 - (5) Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure; and
 - (6) Provide such other information, including a written report, as Company may reasonably request.
- (c) 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 and any regulations implementing the HITECH Act, this Addendum and the Agreement 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 Addendum, this Addendum 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 shall be deemed acceptance of these additional obligations.

- (d) Audit and Review of Policies and Procedures. Business Associate agrees to 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 agrees to 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 Addendum 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.
- (e) Subpoenas. Business Associate agrees to provide notice to Company of any subpoena or other legal process seeking PHI received from or created on behalf of Company or a Company Affiliate. Such notice shall be provided within forty-eight (48) hours of Business Associate's receipt of such subpoena or legal process.
- (f) State Law. Where the mandatory terms of the HIPAA Privacy Rule or this Addendum conflict with obligations imposed under *state law* (as defined in the Privacy Rule) relating to the privacy of individually identifiable health information and state law is *more stringent* (as defined in the Privacy Rule) than this Addendum or the Privacy Rule, Business Associate shall follow the state law with regard to the proper uses and disclosures of PHI.
- (g) Termination. In addition to the termination rights set forth in the Agreement, Company shall have the right to terminate the Agreement and this Addendum immediately if Company, in its sole discretion, determines that Producer has breached any of the provisions of this Addendum. The Company may exercise its rights pursuant to this Section by providing Producer with written notice of termination, stating the breach of this Addendum.

Alternatively, and in its sole discretion, 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 terms acceptable to the Company in its sole discretion. Failure by Producer to cure said breach in the manner set forth above shall be grounds for immediate exercise of Company's rights set forth above. 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.

- (h) Business Associate may terminate the Agreement (including any of Business Associate's rights under such Agreement and Company's obligations to Business Associate) if it determines, after reasonable consultation with Company, that Company has breached any material provision of this Addendum and upon written notice to Company of the breach, Company fails to cure the breach within 60 days after receipt of the notice. Business Associate may exercise this right to terminate Agreement by providing Company written notice of termination, stating the failure to cure the breach of the Addendum that provides the basis for the termination. Any such termination will be effective upon such reasonable date as the parties mutually agree, and upon such conditions as Company implements under the Agreement. If Business Associate reasonably determines that Company has breached the terms of this Addendum and such breach has not been cured, but Business Associate and Company mutually determine that termination of the Agreement is not feasible, Business Associate may report such breach to the U.S. Department of Health and Human Services.
- (i) Obligations on Termination.
 - (1) Return or Destruction of Company's Protected Health Information. Upon termination or other conclusion of Agreement, Business Associate will, if feasible, return to Company or destroy all of Company's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Company's Protected Health Information. Business Associate will require any subcontractor or agent, to which Business Associate has disclosed Company's Protected Health Information to return to Business Associate (so that Business Associate may return it to Company) or destroy all of Company's Protected Health Information in whatever form or medium received from Business Associate, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Company's Protected Health Information, and certify on oath to Business Associate that all such information has been returned or destroyed. Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) days following the effective date of the termination or other conclusion of Agreement.
 - (2) Procedure When Return or Destruction Is Not Feasible. Business Associate will identify any of Company's Protected Health Information, including any that Business Associate has disclosed to subcontractors or agents that cannot feasibly be returned to Company or destroyed and explain why return or destruction is infeasible. Where Company agrees that such return or destruction is infeasible, Business Associate (or any subcontractor or agent) will not use or disclose this information for any purpose, except for a specific purpose agreed to by Company that is related to the specific reason(s) that make return or destruction of such information infeasible. If Company does not agree, subparagraph 1 above shall apply. Business Associate will by its written contract with any subcontractor or agent to which Business Associate discloses Company's Protected Health Information require such subcontractor or agent to limit its further use or disclosure of Company's Protected Health Information that such subcontractor or agent cannot feasibly return or destroy such that the subcontractor or agent will not use or disclose this information for any purpose, except for a specific purpose agreed to by Company that is related to the specific reasons that make return or destruction of such information infeasible. Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) days following the effective date of the termination or other conclusion of Agreement.
 - (3) Continuing Privacy and Security Obligation. Business Associate's obligation to protect the privacy and safeguard the security of Company's Protected Health Information as specified in this Addendum will be continuous and survive termination or other conclusion of Agreement and this Addendum.
- (j) Sale of PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI.
- (k) No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Company, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

Request for Taxpayer Identification Number and Certification

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

Please print or type	Name (See Specific Instructions on page 2.)	
	Business name, if different from above. (See Specific Instructions on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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 2.** 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 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number										
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or										
Employer identification number										
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>										

List account number(s) here (optional)

Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

- 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**
- 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**
- 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 2.)

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 get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

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.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. 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.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- 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

- 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 Part II instructions 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.



American Continental
Insurance Company
Continental Life Insurance Company
of Brentwood, Tennessee
Aetna Companies
101 Continental Place
Brentwood, TN 37027
800 445.4254, option 7

Producer Residency Form (Georgia Appointments Only)

from American Continental Insurance Company and
Continental Life Insurance Company of Brentwood, Tennessee

Page 1 of 1

- Print clearly and use blue or black ink.

Producer Residency

Please list all residences in the past 5 years:

Occupancy dates

• from _____ • to _____

Address

• _____

City

State

Zip

• _____

• _____

• _____

Occupancy dates

• from _____ • to _____

Address

• _____

City

State

Zip

• _____

• _____

• _____

Occupancy dates

• from _____ • to _____

Address

• _____

City

State

Zip

• _____

• _____

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Occupancy dates

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Address

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City

State

Zip

• _____

• _____

• _____

Occupancy dates

• from _____ • to _____

Address

• _____

City

State

Zip

• _____

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• _____

Integrated Benefits Administrators

Agent Code of Compliance and Ethics

For Medicare Advantage and Medicare Part D Sales

By signing this Code, you are attesting that you are personally agreeing to all of the information found below. Failure to comply with the conditions of the Code will have consequences as outlined in the Code.

Integrated Benefits, Inc. (referred to herein as IBI) is committed to excellence in its compliance efforts as well as integrity while conducting its business affairs. Our company's continued growth and leadership depend upon the integrity of all the men and women who represent us. Each IBI employee, licensed agent or broker representing a carrier through us and all third parties subscribes to our *Code of Compliance and Ethics* as an expression of personal commitment to ethical and compliant marketing practices.

In this document, "product" refers to the plans or services available through the carriers IBI represents; "consumer" refers to a person who may purchase a product; "member" refers to someone who has purchased such a product.

1. I shall conduct myself in an ethical manner with courtesy and integrity, and with respect for the rights and reasonable requests of consumers and members at all times.
2. I will not make statements or engage in activities that could mislead, confuse or influence consumers and/or members or misrepresent the carrier or its products, Medicare or the Centers for Medicare and Medicaid Services (CMS).
3. I will not disparage competitors or Original Medicare in an effort to influence an enrollment of a consumer into a represented product.
4. I will never make offers of gifts or payments or share commission as an inducement for consumers to enroll in a product.
5. I will use no form of coercion, deception, sympathy appeal or other high-pressured sales tactics to enroll consumers in a product. I will always give clear and accurate information regarding my relationship with the carrier or Medicare and will avoid the use of false, contextually misleading or exaggerated statements.
6. I will make sure that all information on the application is filled in by the Medicare consumer, their legal representative or by me, the agent. I will not ask a consumer to sign an incomplete enrollment application. I will not hold enrollment applications on behalf of

the consumer but instead will submit enrollment applications upon receipt to the carrier or IBI per the guidelines of each specific carrier.

7. I will use only the identification or writing number assigned to me by the carrier on enrollment applications. I will not use the identification number of another agent on an enrollment application solicited by me, nor will I place my identification number or signature on an application that I did not complete or sell.
8. I will protect the privacy of consumers and members and preserve the confidentiality of their records in accordance with all federal and state rules and regulations and carrier guidelines. I will handle the enrollment application and any other consumer or member health information in my possession in a professional, compliant and confidential manner. I will maintain only such consumer or member information as required to conduct business and will do so in a secure and compliant manner and in accordance with all carrier guidelines and state and federal regulations.
9. I am aware that marketing activities in connection with the sales of products to consumers are strictly regulated by both state and federal laws and rules and regulations promulgated by CMS and I agree to comply with these requirements.
10. I understand that I must use sales and marketing materials that have been approved by the required entities (CMS, Departments of Insurance, carriers) in all sales and marketing to consumers.
11. I understand that in order to market Medicare Advantage and/or Medicare Part D plans I must annually complete and pass the training and certification requirements set forth by each carrier and CMS, and that I am required to keep current my insurance license and all carrier appointments.
12. I understand that it is my responsibility to comply with all federal and state regulations for sales and marketing activities. I pledge that I shall at all times conduct myself and my sales activities in compliance with CMS rules and guidelines and other applicable rules and regulations.
13. I understand that any unsolicited direct contact, including but not limited to door-to-door solicitation, cold calling, leave-behinds at or on the consumer's personal property and e-mail solicitation is strictly prohibited.

14. I agree to comply with all federal and state rules and regulations including HIPAA, MIPPA and CMS guidelines, as well as any carrier specific policies that are not outlined above.

15. I understand that any breach of the above pledge could result in the immediate unilateral termination of my appointment and my agreement.

I have read this *Code of Compliance and Ethics* and agree to the Terms and Conditions as outlined in this document.



____/____/____

Signature

Date

Print Name

PP - 9.4a
Agent Initials _____

