



CONTRACT INFORMATION SHEET

INSTRUCTIONS: Please complete all information.

Agent Information:

Broker/Agent Name: LAST: FIRST: MI:
(Name as it appears on your [insurance license](#))

Agent/Broker SSN: Birth Date: Suffix:

Home Telephone Number: Cell Phone Number:

Business Phone Number: Ext: Fax Number:

E-mail Address:

*Provide current and past addresses for past 7 years.
If more space is needed, please use "Additional Address History" form to provide that information.*

Home Address:

City: State: Zip Code:

Commission Statement Addresses:

Yes No Is this address the same as your Home Mailing Address?
If yes, skip this section, if no, please complete the Commission Statement Address section.

Street Address:

City: State: Zip Code:

Appointment State Information:

Resident Appointment State:

Select each non-resident state that you intend to market in.

AK	HI	ME	NJ	SD
AL	IA	MI	NM	TN
AR	ID	MN	NV	TX
AZ	IL	MO	NY	UT
CA	IN	MS	OH	VA
CO	KS	MT	OK	VT
CT	KY	NC	OR	WA
DC	LA	ND	PA	WI
DE	MA	NE	RI	WV
FL	MD	NH	SC	WY
GA				

Background Information:

Please provide answers to the following questions:

Have you ever been fined, suspended, placed on probation, paid administrative costs, entered into a consent order, been issued a restricted license or otherwise been disciplined or reprimanded, or are you currently under investigation by any insurance department, the NASD, SEC or any other regulatory authority? **YES NO**

Have you ever been convicted or plead guilty or nolo contendere (no contest), served any probation, paid any fines or court costs, had charges dismissed through any type of first offender or deferred adjudication or suspended sentence procedure, or are any charges currently pending against you for any offense other than a minor traffic violation? **YES NO**

If you answered yes to any of the questions above please explain:

Identify who recruited you:

Errors & Omissions Attestation:

I/we hereby attest and certify that I/we have and maintain Errors and Omissions insurance coverage with minimum amounts of \$1,000,000 per incident and \$3,000,000 in aggregate, or such higher amounts as may be required by law or as determined by Aetna Incorporated, in its sole discretion, and from a carrier satisfactory to Aetna Incorporated, in its sole discretion. I/we shall provide Aetna Incorporated, upon request, certificates of insurance evidencing such coverage. I/we agree to make best efforts to provide Aetna Incorporated with thirty (30) days prior written notice, and in any event will provide notice as soon as reasonably practicable, of any modification, termination or cancellation of such coverage.

Carrier Name:

Policy Number:

Certification Information:

I understand that I must complete the required compliance and product Certification, as described in Aetna Incorporated's Producer Manual, prior to marketing any products.

Commissions **will not be paid** on any sales prior to successful completion of my Certification.

Are you an agent who will sell Medicare but will also sell other Aetna products (e.g. Group, Med Supp, Commercial)? **YES NO**

Agency Information:

Are you the principal of an agency? **YES NO**

Agency Name:

TIN:

Street Address:

City:

State:

Zip Code:

Agency License Number:

License State:

Authorization:

Entering my name below constitutes my electronic signature and is intended by me to have legally binding effect. By signing in this manner, I am assenting to the terms and conditions of the Master Agent/Broker Agreement for Aetna Incorporated Medicare Products and Participating Agent Addendum or the Aetna Incorporated Medicare Products National NMO or RMO Distribution Contract, as applicable, as if I had provided my signature manually upon the document, and I am attesting that the information provided herein and in any attachment hereto is accurate, true and complete.

Signature

Date

**MASTER AGENT/BROKER AGREEMENT
FOR
COVENTRY MEDICARE PRODUCTS**

THIS MASTER AGENT/BROKER AGREEMENT (this “**Agreement**”) is made as of the date set forth in the Participating Agent Addendum, attached hereto, by and among Coventry Health and Life Insurance Company, on behalf of itself and its affiliates (collectively, “**Coventry**”), and the individual agent, broker, producer or agency that has executed the Participating Agent Addendum attached hereto. (The agent, broker, producer or agency undersigned hereto is hereinafter collectively referred to as “**Agent**”; provided, if the undersigned employs or contracts with Downline Agents, then “**Agent**” shall mean the upline agent or agency, as applicable and if the undersigned is an individual who does not contract or employ Downline Agents, then “**Agent**” shall mean (i) a Direct Agent or (ii) an Independently Contracted Agent, as applicable.)

R E C I T A L S

WHEREAS, Coventry offers Medicare Advantage plans, Medicare Part D plans and certain other Medicare products as set forth in Exhibit 3;

WHEREAS, Coventry and Agent desire to enter into this Agreement, whereby, among other things, Agent shall present Medicare Products (as defined below) to Medicare eligible individuals in return for compensation paid by Coventry.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. DEFINITIONS

- 1.1 **Direct Agent:** means, (i) for purposes of Sales, any licensed insurance agent or broker of any state or territory that (a) has been recruited by Coventry, (b) is entering into this Agreement with Coventry to participate in the Sale of Medicare Products, and (c) has successfully completed the training and Coventry’s agent exam certification process related to Selling Medicare Products, and (ii) for purposes of Referrals, any licensed insurance agent or broker of any state or territory that (a) has been recruited by Coventry and (b) is entering into this Agreement with Coventry to participate in the Referral of Medicare Products.
- 1.2 **Independently Contracted Agent:** means (i) for purposes of Sales, any licensed insurance agent or broker of any state or territory that (a) has been recruited by an agency or another agent contracted with Coventry, (b) has entered into an agreement with such agency or other agent to participate in the Sale of Medicare Products, and (c) has successfully completed the training and Coventry’s agent exam certification process related to Selling Medicare Products, and (ii) for purposes of Referrals, any licensed insurance agent or broker of any state or territory that (a) has been recruited by an agency or another agent contracted with Coventry and (b) has entered into an agreement with such agency or other agent to participate in the Referral of Medicare Products.
- 1.3 **CMS:** means the Centers for Medicare and Medicaid Services, the agency within the Department of Health and Human Services that administers the Medicare program.

- 1.4 **Commissions:** means the amount paid by the applicable licensed insurance carrier for the Sale and renewal of Medicare Products, as more fully described in Section 4.1 and the Participating Agent Addendum.
- 1.5 **Compensated Referral:** means a Qualified Referral which results in an enrollment in a Medicare Product for a duration of at least three months.
- 1.6 **Coventry Companies Medicare Advantage Plan(s):** means those Medicare Advantage plans offered by Plans, approved by CMS and Sold or Referred to an eligible Medicare beneficiary by Agents on behalf of Coventry, which are set forth on Exhibit 3.
- 1.7 **Coventry Companies Part D Enrollees:** means those Medicare Part D eligible beneficiaries enrolled in a Coventry Companies Part D Plan.
- 1.8 **Coventry Companies Part D Plan(s):** means those stand alone Medicare Part D prescription drug plans offered by Plans, approved by CMS and Sold or Referred to an eligible Medicare beneficiary by Agents on behalf of Coventry, as set forth on Exhibit 3.
- 1.9 **Downline Agents:** means Independently Contracted Agents and LOAs, collectively.
- 1.10 **LOA:** means (i) for purposes of Sales, any licensed insurance agent (a) who is either employed by or under exclusive contract with Agent to Sell for the Agent, (b) for whom the Agent is responsible for managing, arranging and overseeing and Sales activities and (c) who has successfully completed the training and Coventry's agent exam certification process related to Selling Medicare Products, and (ii) for purposes of Referrals, (a) who is either employed by or under exclusive contract with Agent to Sell or Refer and (b) who has entered into an agreement with Agent to participate in the Referral of Medicare Products.
- 1.11 **Medicare Product Enrollee:** means an individual who is enrolled in a Medicare Product.
- 1.12 **Medicare Product(s):** means those products set forth on Exhibit 3.
- 1.13 **Plan(s):** means those Coventry Health and Life Insurance Company affiliates listed on Exhibit 3.
- 1.14 **Premium(s):** means any and all monies collected by Coventry from CMS or Medicare beneficiaries, as applicable, which monies are designated as premiums for the Medicare Products Sold or Referred by Agent under the terms and conditions of this Agreement.
- 1.15 **Qualified Referral:** means only those Referrals that meet the requirements set forth in Section 3.13.
- 1.16 **Refer or Referral:** means an activity whereby Agent directs to Coventry a beneficiary for advice on enrollment in a Medicare Product.
- 1.17 **Retail Sales Program:** means Sales activities conducted in retail pharmacy and healthcare settings in accordance with CMS rules, regulations and guidance and Coventry's policies and procedures.

- 1.18 **Sale or Selling:** means the steering or the attempt to steer a Medicare beneficiary towards a Medicare Product or a limited number of Medicare Products.

2. AUTHORIZATION.

- 2.1 **Authorization.** Each Agent that has executed a Participating Agent Addendum attached hereto, has complied with the Producer Manual requirements for “Ready to Sell” status and has completed the training and testing process set forth in Section 3, is authorized to present Medicare Products to Medicare eligible individuals in accordance with the terms and conditions of this Agreement in the state(s) that Agent is appropriately licensed and appointed, and Coventry has approval to Sell a Medicare Product.
- 2.2 **Limitation on Authorization.** Agent shall not have the authority to: (i) make or discharge contracts for Coventry; (ii) reject or accept any Medicare beneficiary solicited by Agent; (iii) quote extra rates for special risks; (iv) make endorsements; (v) incur any liability on behalf of Coventry; (vi) waive, alter or amend the performance, provisions, terms or conditions of any contract for Coventry; (vii) accept or collect Premiums (including Premiums at the time of enrollment); or (viii) bind Coventry in any way. Agent is not authorized to make any payment to any party in connection with this Agreement or Medicare Products unless such payment is first authorized by Coventry.
- 2.3 **Referral.** No individual Agent may Refer Medicare Products if such Agent Sells any Medicare Products. No individual Agent may Sell a Medicare Product if such Agent is Referring any Medicare Products.

3. DUTIES OF AGENT

3.1 **Obligations of Agent Generally; With Respect to Sales; With Respect to Referrals.**

- (i) The following provisions apply to all Agent and all Downline Agents, if applicable:
- (a) Agent shall, and shall use best efforts to cause its LOAs and Independently Contracted Agents to, adhere to all of Coventry’s written policies, rules, regulations, field communications and the Producer Manual in regard to Medicare Products.
 - (b) To participate in a Retail Sales Program, an individual Agent, including any Downline Agent, if applicable, must complete the Retail Certification Module.
 - (c) For each LOA and Independently Contracted Agent, Agent shall be responsible for confirming that the such LOA and Independently Contracted Agent is licensed in each state that the LOA and Independently Contracted Agent will be operating. Agent must notify Coventry if any LOA’s and Independently Contracted Agent’s license is suspended or revoked.
 - (d) Agent shall be responsible for ensuring that all individuals recruited to Sell or Refer Medicare Products perform their services in a manner that is compliant with the requirements of this Agreement.

(ii) **Obligations of Agent with respect to Sales.**

The following obligations are only applicable to Agent (and its LOAs and Independently Contracted Agents, if applicable) who are Selling Medicare Products.

- (a) Agent shall conduct and/or participate in periodic training programs, including but not limited to, an initial training and testing for its employees, LOAs and Independently Contracted Agents. Prior to Selling any Medicare Product, Agent shall, and shall require its LOAs and Independently Contracted Agents, employees and any other persons conducting Sales, marketing, or enrollment activities on Coventry's behalf, to complete Coventry's required training(s) and pass Coventry's required agent exam(s). Coventry's agent training(s) and exam(s) must be completed at least annually prior to the open enrollment period or more frequently as required by Coventry. Agent shall maintain records of Agent's compliance with Coventry's and CMS' testing and training requirements.
- (b) Agent shall only offer Medicare Products in the approved regions and counties set forth on Exhibit 3.
- (c) Agents that are agencies shall recruit Independently Contracted Agents and/or LOAs to Sell Medicare Products in the approved counties and regions set forth on Exhibit 3.
- (d) If Agent recruits individuals, Agent shall obtain and maintain a copy of the following from each recruited Independently Contracted Agent: (i) an appropriate license or other regulatory approval to Sell Medicare Products in each state that the individual intends to operate; (ii) a completed contract information sheet and hierarchy transmittal form provided by Coventry on NoMoreForms or by some other means as indicated by Coventry; (iii) a W-9 Request for Taxpayer ID Number; (iv) an executed Master Agent/Broker Agreement and applicable Participating Agent Addendum (the "Agent Contract"), provided that no Agent Contract shall be binding on Coventry until such agreement is accepted and executed by Coventry, in its sole discretion, and Agent shall have no authority to modify or amend the Agent Contract; and (v) proof that the Independently Contracted Agent has completed the training and testing required under Section 3.1(ii)(a). If Agent recruits individuals, Agent shall obtain and maintain a copy of the following from each LOA: (i) an appropriate license or other regulatory approval to Sell Medicare Products in each state that the individual intends to operate; (ii) a completed contract information sheet and hierarchy transmittal form provided by Coventry on NoMoreForms or by some other means as indicated by Coventry; and (iii) proof that the Agent has completed the training and testing required under Section 3.1(ii)(a). Upon request by Coventry, Agent shall submit copies of all of the foregoing documents for any individual to Coventry, in a manner established by Coventry.
- (e) Upon Agent's receipt of the documents in Section 3.1(ii)(d) from a recruited individual (including an LOA or an Independently Contracted Agent), Agent promptly shall forward the hierarchy transmittal form and, in the case of an Independently Contracted Agent, the Agent Contract to Coventry in a manner specified by Coventry. Coventry and Agent agree that in the event that Coventry receives a hierarchy transmittal form and Agent Contract for an Independently Contracted Agent from two or more parties under contract with Coventry, the Independently Contracted Agent shall be added to the hierarchy of the party from

which Coventry first received a complete hierarchy transmittal form and Agent Contract.

- (f) Agent agrees that its LOAs and/or its Independently Contracted Agents do not have “ready to Sell” status until such individuals have complied with the requirements for ready to Sell status set forth in the Producer Manual, including, without limitation, completing training, passing the agent tests and, in the case of an Independently Contracted Agent, Coventry notifies the individual that the Agent Contract has been accepted and executed by Coventry. With respect to Independently Contracted Agents, Coventry, in its sole discretion, may choose not to accept a contract with an individual or terminate an individual Agent at any time in accordance with the terms and conditions of the Agent Contract. Agent shall not allow a non-contracted or terminated LOA or Independently Contracted Agent to solicit or Sell Medicare Products. In no event shall Coventry pay any Commissions for Sales made by a non-contracted, non-delegated or terminated individual or an individual who has not passed Coventry’s agent exam(s).

(iii) Obligations of Agent with respect to Referrals:

The following obligations are only applicable to Agent (and its LOAs and Independently Contracted Agents, if applicable) who are Referring Medicare Products.

- (a) If Agent recruits individuals, Agent shall conduct education events for its LOAs and Independently Contracted Agents, if any, on Referring Medicare Products.
- (b) If Agent recruits individuals, Agent shall obtain and maintain a copy of the following from each recruited Independently Contracted Agent: (i) an appropriate license or other regulatory approval in each state that the individual intends to operate; (ii) a completed contract information sheet and hierarchy transmittal form provided by Coventry on NoMoreForms or by some other means as indicated by Coventry; (iii) a W-9 Request for Taxpayer ID Number; and (iv) an executed Master Agency/Broker Agreement and applicable Participating Agent Addendum, provided that no Agent Contract shall be binding on Coventry until such agreement is accepted and executed by Coventry, in its sole discretion, and Agent shall have no authority to modify or amend the Agent Contract. If Agent recruits individuals, Agent shall obtain and maintain a copy of the following from each LOA: (i) an appropriate license or other regulatory approval in each state that the individual intends to operate; and (ii) a completed contract information sheet and hierarchy transmittal form provided by Coventry on NoMoreForms or by some other means as indicated by Coventry. Upon request by Coventry, Agent shall submit copies of all of the foregoing documents for any individual to Coventry, in a manner established by Coventry.
- (c) Upon Agent’s receipt of the documents in Section 3.1(iii)(b) from a recruited individual (including an LOA or an Independently Contracted Agent), Agent promptly shall forward the hierarchy transmittal form and, in the case of Independently Contracted Agents, an Agent Contract to Coventry in a manner specified by Coventry. Coventry and Agent agree that in the event that Coventry receives a hierarchy transmittal form and Agent Contract for an Independently Contracted Agent from two or more parties under contract with Coventry, the Independently Contracted Agent shall be added to the hierarchy of the party from

which Coventry first received a complete hierarchy transmittal form and Agent Contract.

- (d) With respect to Independently Contracted Agents, Coventry, in its sole discretion, may choose not to accept a contract with an individual or terminate an individual Agent at any time in accordance with the terms and conditions of the Agent Contract. Agent shall not allow a non-contracted or terminated Independently Contracted Agent or LOA to Refer Medicare Products. In no event shall Coventry pay any Referral fees for Referrals made by a non-contracted, non-delegated or terminated individual or an individual who has not passed Coventry's agent exam(s).
- (e) Agent shall, and shall cause its Downline Agents to, Refer Medicare beneficiaries to Coventry in accordance with the requirements set forth herein and in the Producer Manual.

3.2 **Licensed Only Agents.** Coventry hereby authorizes Agent to use LOAs to Sell or Refer Medicare Products under the terms and conditions of the Agreement. Agent agrees to the following terms and conditions related to the use of LOAs:

- (i) With respect to LOAs Selling Medicare Products, the following provisions apply:
 - (a) All LOAs must complete the same training, testing, appointing and other agent processes required by Coventry for all agents. A LOA may not Sell Medicare Products until the LOA's Agency has received written authorization from Coventry to do so. Each LOA must abide by the terms and conditions of its upline Agent's contract with Coventry, and Agent is responsible for ensuring that the LOAs comply with all such requirements.
 - (b) Agent is responsible for paying Commissions to its LOAs. Agent hereby represents and warrants that it has the authority to receive and accept Commission payments on behalf of its LOAs, and the authority to bind its LOAs to the terms and conditions of this Agreement. If Agent pays Commission, then Agent agrees to pay its LOAs in accordance with the Commission amounts set forth in the Schedule attached hereto (or any future Commission amounts agreed to by the parties in writing). Agent shall only pay a Commission to a LOA for a Sale of a Medicare Product if Coventry pays the applicable Commission to Agent. If Coventry applies an offset, chargeback or reduction to a Commission paid to Agent for a Sale by an LOA, Agent shall apply the same offset, chargeback or reduction to the LOA. Agent shall comply with and apply all CMS and Coventry rules and requirements related to the payment of salaries or Commissions to LOAs. Agent agrees that it will not pay any additional compensation (i.e., monetary or non-monetary remuneration of any kind, including but not limited to, commissions, bonuses, gifts, prizes, awards or finder's fees) to its LOAs for the Sale of Coventry Companies Part D Plans and Coventry Companies Medicare Advantage Plans, except for salaries paid to employed agents.
 - (c) Upon notice to Agent and as frequently as determined by Coventry, Coventry shall have the right to audit Agent's payments and charge backs of its LOAs for Sales of Medicare Products.

- (d) Agent agrees to indemnify, defend, and hold Coventry harmless from and against any and all claims, damages, fines, penalties, costs, losses, and expenses, including, without limitation, attorneys' fees and costs of settlement or defense, brought by an LOA or resulting, directly or indirectly, from a claim brought by an LOA.
 - (e) Upon request from Coventry, Agent shall provide Coventry with the compensation levels for each LOA for Sales of Medicare Products for all Sales years.
- (ii) With respect to all LOAs Referring Medicare Products, the following provisions apply:
- (a) All LOAs must complete the same agent processes required by Coventry for all Referring agents. Each LOA must abide by the terms and conditions of its Agent's contract with Coventry and Agent is responsible for ensuring that the LOAs comply with all such requirements.
 - (b) Agent is responsible for paying Referral fees to its Agents. Agent hereby represents and warrants that it has the authority to accept Referral fee payments on behalf of its LOAs, and the authority to bind its LOAs to the terms and conditions of this Agreement. If Agent pays Referral fees, then Agent agrees to pay its LOAs in accordance with the Referral fee amounts set forth in the Schedule attached hereto (or any future Referral fee amounts agreed to by the parties in writing). Agent shall only pay a Referral fee to a LOA for a Compensated Referral of a Medicare Product if Coventry pays the applicable Referral fee to Agent. Agent shall comply with and apply all CMS and Coventry rules and requirements related to the payment of salaries or Referral fees to LOAs. Agent agrees that it will not pay any additional compensation (i.e., monetary or non-monetary remuneration of any kind, including but not limited to, commissions, bonuses, gifts, prizes, awards or finder's fees) to its LOAs for the Referral of Coventry Companies Medicare Advantage Plans and Coventry Companies Part D Plans, except for salaries paid to employed agents.
 - (c) Upon notice to Agent and as frequently as determined by Coventry, Coventry shall have the right to audit Agent's payments of its LOAs for Referrals of Medicare Products.
 - (d) Agent agrees to indemnify, defend, and hold Coventry harmless from and against any and all claims, damages, fines, penalties, costs, losses, and expenses, including, without limitation, attorneys' fees and costs of settlement or defense brought by an LOA, or resulting, directly or indirectly, from a claim brought by an LOA.
- (iii) Agent agrees to prohibit an LOA from Selling or Referring Medicare Products if such LOA takes an action that if taken by Agent would permit Coventry to terminate the Agreement pursuant to Section 7.3.

3.3 **Producer Manual.** Agent agrees to and shall comply with the terms and conditions of Coventry's Producer Manual, as may be modified by Coventry from time to time. Agents who

oversee LOAs and/or Independently Contracted Agents shall require such LOAs and/or Independently Contracted Agents to comply with the terms and conditions of Coventry's Producer Manual, as may be modified by Coventry from time to time. The Producer Manual is available to Agent on Coventry's broker website. The Producer Manual, as may be modified from time to time, is hereby incorporated herein by reference.

3.4 Presenting Medicare Products; Requirements for Referrals.

3.4.1 With respect to Sales, Agent shall (and Agent shall cause its Downline Agents (if any) to): (i) present Medicare Products to individuals only in a factually accurate manner and in accordance with Coventry's Producer Manual, (ii) not present the Medicare Products to individuals that Agent (or as applicable, Downline Agent) knows, or should know, are not qualified to enroll in such plans; (iii) use commercially reasonable efforts to maintain the relationship between Coventry and its Medicare Product enrollees; (iv) in no way misrepresent Coventry, any portion of the Medicare Products or Coventry's health care delivery system; and (v) adhere to all Coventry policies, field communications, and Federal rules and regulations in regard to Sales and enrollment in Medicare Products.

3.4.2 With respect to Referrals, Agent shall (and Agent shall cause its Downline Agents who are Referring (if any) to): (i) provide qualified individuals (as described in Section 3.13) with Coventry's "leave-behind" materials, which will enable the individuals to contact Coventry directly, either by telephone or by website, to enroll in a Medicare Product; (ii) not make any changes to any forms provided by Coventry in connection with the Medicare Products without Coventry's prior written consent and (iii) adhere to Coventry rules and instructions, and Federal rules and regulations in regard to Referrals of Medicare Products.

3.5 Valid License(s). Agent shall maintain all necessary and appropriate valid licenses in each state that Agent Sells Medicare Products. If Agent is a general agency or a managing general agency, Agent shall maintain the necessary license(s) to operate such agency, as well as ensuring that its LOAs' and Independently Contracted Agents' licenses are valid in each state that the LOA or Independently Contracted Agent Sells Medicare Products. Agent shall notify Coventry immediately of any cancellation, restriction or suspension of any such license held by Agent. The failure to notify Coventry of any such cancellation, restriction or suspension shall be a basis for immediate termination by Coventry.

3.6 Enrollee Applications for Sales of Medicare Products. In connection with Sales of Medicare Products, Agent and its Downline Agents shall be responsible for obtaining complete and accurate enrollment applications for Medicare Products from eligible Medicare beneficiaries. Upon receipt of a signed enrollment application or upon completion of an electronic enrollment application effectuated through a Coventry approved electronic application as described in the Producer Manual, Agent and its Downline Agents must submit such enrollment application to Coventry. Coventry must receive such enrollment application within two (2) calendar days of Agent's or its Downline Agent's receipt of the signed enrollment application or Agent's or Downline Agent's completion of an electronic application effectuated through a Coventry approved electronic application as described in the Producer Manual. Agent (or as applicable, Downline Agent) may not obtain an application from an enrollee for an open enrollment period prior to the first day of open enrollment, October 15th (or such other date established by CMS). No online enrollments through Agent's website will be accepted by Coventry unless Agent has entered into a separate agreement with Coventry with respect to such online enrollments.

- 3.7 **Remittance of Premiums.** Agent shall not collect any Premiums from Medicare beneficiaries. If Agent or its Downline Agents inadvertently collects Premiums from Medicare Product Enrollees, all moneys or negotiable instruments Agent or such Downline Agent receives for or on behalf of Coventry shall be held by Agent as trustee for Coventry and shall not be used by Agent for any purposes whatsoever. All Premiums coming into the possession of Agent for Medicare Products shall be promptly remitted to Coventry within ten (10) calendar days of receipt.
- 3.8 **Maintenance of Records.** Agent shall maintain complete and accurate records with respect to any business produced or Referred by an Agent (or, if applicable, Downline Agent) under this Agreement in an industry standard format, such records may include records related to Agent's (or if applicable, Downline Agent's) licenses, individual enrollment applications and books, records, accounts, documents and other material items pertaining to this Agreement and Agents' (or, if applicable, Downline Agent's) transactions with Medicare Product Enrollees and Coventry. In addition, Agent shall maintain (and shall cause any entity or person to which Agent delegates any of its obligations under this Agreement or with whom Agent contracts, to maintain) operational, financial, and administrative records and contracts, books, files and other documents as required legally or as are reasonable in the industry in connection with services performed under this Agreement. Such records shall be maintained in a timely and accurate manner and shall, at a minimum, be reasonably sufficient to allow Coventry to determine whether Agent and any such entities are performing their obligations under the Agreement consistent with the terms of the Agreement and in accordance with applicable law and to confirm that the data submitted by Agent and such entities for reporting and other purposes is accurate.

Upon request of Coventry, Agent shall make copies of any and all such records available to Coventry or CMS. In addition, Coventry or its designee(s) shall have the right, but not the obligation, to audit, inspect and copy, during regular business hours at Coventry's cost and in a manner that does not unreasonably interfere with Agent's business, any books and records Agent maintains pursuant to this Agreement, upon ten (10) business days' written notice to Agent; but only to the extent that such inspection is not prohibited by applicable law. To the extent that Coventry uses a third-party to audit Agent, such third party may not be a competitor of Agent and shall execute a confidentiality agreement acceptable to Agent, such acceptance shall not be unreasonably denied, delayed or withheld. In addition, Agent shall maintain (and shall cause its Downline Agents, and any entity or person to which Agent delegates any of its obligations under this Agreement or with whom Agent contracts, to maintain) such records for the entire term of this Agreement, and for the longer of (i) the period of time required by federal law or CMS contractual requirement, or (ii) ten (10) years following the termination of the agreement between CMS and Coventry.

- 3.9 **CMS Marketing Guidance.** Agent agrees that it will comply with (and Agent will cause its Downline Agents (if any) to comply with) all regulations and guidance statements with respect to the Medicare Program as may be issued by CMS from time to time. Agent acknowledges that the Marketing Guidelines issued by CMS are available online. Agent acknowledges that it has reviewed and understands the Marketing Guidelines issued by CMS, and that Agent has an ongoing obligation to monitor and review the Marketing Guidelines for any changes and updates. Agent shall comply with the requirements set forth in the Marketing Guidelines (including any updates made thereto), including, but not limited to, the obligations to:
- a. Use state licensed agents to Sell Medicare Products.
 - b. Conduct monitoring activities to ensure Agent (or if applicable, Downline Agent's) compliance with CMS requirements.

- c. Disclose to potential enrollees that Agent (or if applicable, its Downline Agent) is paid a commission upon enrollment.
- d. Not offer incentives to Medicare beneficiaries, cherry pick certain Medicare beneficiaries, or churn beneficiaries between Medicare plans.
- e. Not include payments outside of the compensation set forth in the written broker agreement.
- f. Not permit payments by Agents (or Downline Agents, if applicable) to Medicare beneficiaries.
- g. Provide advance notification to Coventry of any Sales meetings or events.
- h. Not market any Medicare Product designated for open enrollment until October 1st.
- i. Not accept applications from potential Medicare Product Enrollees for open enrollment outside of the enrollment period established by CMS.
- j. Inform a Medicare beneficiary of all products to be covered during a home visit at the time the appointment is made with a beneficiary.
- k. Not to claim recommendation or endorsement by CMS or that CMS recommends that Medicare beneficiaries enroll in the plan.
- l. Not accept enrollment applications in provider offices or other places where health care is delivered.
- m. Not engage in any discriminatory marketing practice.
- n. Not conduct door-to-door solicitation of Medicare beneficiaries.
- o. Not take an enrollment application during an outbound call.
- p. Not ask for personal information (i.e., Medicare number, bank account or credit card numbers) during Sales presentations.
- q. Not send e-mails to a Medicare beneficiary, unless the beneficiary agrees and gives their express consent to receive e-mails related to Coventry's health benefits plans, products, services, and/or educational information related to health care at the time the beneficiary is providing his/her email address. The consent must be documented.
- r. Comply with the National-Do-Not-Call Registry, as well as applicable state telemarketing "Do Not Call" regulations, honor "do not call again" requests, and abide by Federal and State calling hours.
- s. Not take advantage of a Medicare lead to Sell other insurance products to a Medicare beneficiary for which the beneficiary may not be suited, to the extent such activity would violate state licensure laws.
- t. Not intimidate nor use high pressure tactics during a Sales call; if a beneficiary says he/she is not interested the visit/conversation must end immediately.
- u. Not provide meals for potential enrollees.
- v. Not conduct Sales presentations or distribute and accept plan applications at educational events.
- w. Not use providers or provider groups to distribute printed information comparing the benefits of different health plans unless the providers, provider groups, or pharmacies accept and display materials from all health plans with which the providers, provider groups, or pharmacies contract.
- x. Not offer gifts to potential enrollees, unless the gifts are of nominal value (not to exceed \$15, based on the fair market value of the item).
- y. Not engage in activities that could mislead or confuse Medicare beneficiaries, or misrepresent Coventry.
- z. Not market any health care related product to Medicare beneficiaries during a marketing appointment beyond the scope agreed upon by the Medicare beneficiary, and documented by Agent, prior to the appointment (48 hours in advance, when practicable).

- aa. Not market non-health care related products to prospective enrollees during any Medicare Advantage or Part D plan Sales activity or presentation.
- bb. Not market additional health related lines of Coventry business not identified prior to an individual appointment without a separate scope of appointment identifying the additional lines of business to be discussed.

Agent agrees to comply with the Medicare regulations and guidelines related to the Medicare Improvement for Patients and Providers Act. As part of those requirements, Agent agrees to comply with all CMS regulations and Coventry requirements related to obtaining a Medicare beneficiary's prior written authorization to an in-person meeting and the scope of the products to be discussed at such in-person meeting. Upon request, Agent shall provide Coventry or CMS with a copy of any such authorization.

- 3.10 **Appointment of Agents.** To the extent that Coventry appoints or registers agents with states departments of insurance or other state or federal entity, Agent shall assist Coventry in such process. In its sole discretion, Coventry may terminate an Agent's (or Downline Agent's) appointment at any time by providing written notice in compliance with applicable state law.
- 3.11 **Complaints; Fines and Penalties.** Agent shall immediately report to Coventry any complaints or inquiries, by any governmental agency or otherwise, of which it becomes aware regarding Agent, Agent's employees, LOAs, or Independently Contracted Agents or Coventry. Agent shall cooperate with Coventry in the investigation of any such complaint and in the implementation of any corrective action plan developed to respond to any such complaint. Coventry shall be solely responsible for responding to all complaints or inquiries received by Agent related to Coventry or Medicare Products. Agent shall reimburse Coventry (or Plan) for any fines or penalties awarded or assessed against Coventry (or Plan) as result of Agent's actions (or the actions of an individual recruited by Agent). Coventry may recoup such fines or penalties by offsetting against any Commission or Referral fee amounts due from Coventry to Agent.
- 3.12 **Maintain Insurance.** Agent shall maintain errors and omissions insurance reasonably sufficient to cover any liability, but no less than \$1,000,000 per incident/\$1,000,000 per year, or such other amounts accepted by Coventry. Such insurance shall include, but not be limited to, liability that Agent may incur as a result of presenting Medicare Products or Agent's actions or omissions related in any way to this Agreement.
- 3.13 **Referral Requirements.** Any Referrals must comply with the following requirements: Agent (and its Downline Agents, if any) shall be subject to any and all requirements relating to Referrals which are set forth in this Agreement and/or the Producer Manual. Agent shall assist Coventry with the oversight and management of its Referring Downline Agents (if any), with communicating with Referring Downline Agents, by providing contracting support for Referring Downline Agents, and by providing support to Referring Downline Agents, including assisting in data reporting and issue resolution. Agent, or its Downline Agents, may only submit Referrals to Coventry for Coventry Companies Medicare Advantage Plans for individuals who meet the following qualifications: the Referred individual must (i) have both Medicare Parts A and B; (ii) live in the product service area; (iii) be otherwise qualified to enroll in a Medicare Advantage plan; (iv) have a relationship with Agent or Referring Downline Agent (typically as a current client); (v) have expressed interest in a Medicare Advantage plan; and (vi) understand that he/she must contact Coventry directly by telephone or web site to enroll in the plan. Agent may only submit Referrals to Coventry for Medicare Part D Plans for individuals who meet the following qualifications: the Referred individual must (i) be entitled to Medicare benefits under Part A or enrolled in Medicare Part B; (ii) live in the product service area; (iii) be otherwise qualified to

enroll in a Medicare Part D plan; (iv) have a relationship with Agent or Referring Downline Agent (typically as a current client); (v) have expressed interest in a Part D Plan; and (vi) understand that he/she must contact Coventry directly by telephone or web site to enroll in the plan.

3.14 **Retail Sales Program.** Notwithstanding anything to the contrary contained herein, if Agent (or, as applicable, Downline Agents of Agent) satisfies the criteria set forth below, Agent or such Downline Agent shall be authorized to Sell and receive Commission as part of Coventry's Retail Sales Program only at retail pharmacy and healthcare provider locations designated by Coventry. The Commission amount will be the same as the Commission for all other Medicare Products. In addition to any other requirements set forth in this Agreement for payment of Commissions, Agent (and any LOA or Independently Contracted Agent of Agent involved, if applicable) must satisfy the following to receive Commission for Sales as part of the Retail Sales Program, and to continue participation in the Retail Sales Program:

- a. successfully complete applicable Medicare Products training and testing;
- b. successfully complete the Retail Certification Module in Medicare Products training;
- c. assist Coventry in meeting staffing and coverage requirements of retail pharmacies and healthcare providers; and
- d. must have requested to Sell at a particular Coventry-designated retail location, and Coventry must have approved such request.

If Agent (or any LOA or Independently Contracted Agent of Agent involved) fails to meet any of these criteria or Sells Medicare Products at a location other than a retail location designated by Coventry, any and all Commissions for Medicare Products will be forfeited. All Sales and Commissions are subject to the terms and conditions of the Agreement.

3.15 **Inform Agents.** For Agents who oversee LOAs and Independently Contracted Agents, Agent shall regularly inform such LOAs and Independently Contracted Agents, through appropriate e-mails, mailings and seminars, of written Coventry policy and procedure changes. Agent shall provide to Coventry a copy of any written material prepared by Agent and provided to such individuals, whether provided via e-mail, regular mail or in-person, for purposes of educating such individuals on Coventry and/or Medicare Products.

4. COMPENSATION

4.1 Compensation to Agent.

- 4.1.1 Agent shall receive from Coventry the Commission set forth in the Participating Agent Addendum executed by Agent and attached hereto, for the Sale and renewals of Medicare Products. The amount of Commission shall depend on the type of Medicare Product Sold, as described in the Participating Agent Addendum. Coventry may modify the Commission amounts at any time by providing written notice to Agent of any such adjustment at least thirty (30) days prior to the effective date of such change. Agent shall be paid the Commission amount based on the rate that is in effect pursuant to the terms of this Agreement or any amendment hereto on the Medicare Product's policy effective date. Coventry shall pay Agent the Commission in accordance with the time frames set forth in the Participating Agent Addendum. Coventry shall have no obligation to pay Agent or any Downline Agent, a Commission

for any Sale that is made in violation of the requirements of this Agreement. Coventry may recoup, by means of an offset or otherwise, any Commission paid to Agent or an Independently Contracted Agent for any Sale that was not in accordance with the requirements of this Agreement.

- 4.1.2 For any Qualified Referrals of Medicare Products, Coventry will pay Agent a one-time Referral fee for each individual who is Referred to Coventry and who remains enrolled in a Medicare Product for longer than three (3) months. Coventry may modify the Referral fees at any time by providing written notice to Agent of any such adjustment at least thirty (30) days prior to the effective date of such change. Agent shall be paid the Referral fee that is in effect pursuant to the terms of this Agreement or any amendment hereto on the Medicare Product's policy effective date. The Referral fee shall be paid in accordance with the timeframes set forth in the Participating Agent Addendum. Coventry shall have no obligation to pay Agent a Referral fee for any Referral that is made in violation of the requirements of this Agreement or the Producer Manual. Agent shall refund or Coventry may offset any amounts paid to Agent for a Referral that was not in accordance with the requirements of this Agreement or the Producer Manual. The amount of the Referral fee is set forth in the applicable Schedule A, attached hereto.
- 4.1.3 In order to receive renewal Commissions, this Agreement must remain in effect, Agent's license(s) must be in good standing, Agent must have successfully completed Coventry's annual agent training and testing by such date as required by Coventry, and, if required by state law, be appointed to Sell Medicare Products.
- 4.1.4 Notwithstanding the foregoing, if this Agreement is terminated pursuant to Section 7.2:
 - a. For Agents with Downline Agents, such Agent shall continue to receive renewal Commissions on a Downline Agent's renewing Medicare Products if, at the time the renewal Commission is to be paid, the following conditions are met: (i) the Agent's and Downline Agent's licenses are in good standing; (ii) the Agent and such Downline Agent have successfully completed Coventry's annual agent training and testing; (iii) if required by state law, the Agent and such Downline Agent are appointed to Sell Medicare Products; (iv) such Downline Agent has earned, during the previous calendar year, at least \$750 in Commissions from Coventry (as determined by Coventry on an annual basis); and (v) neither the Agent or such Downline Agent have made any new Sales of Medicare Products following termination of this Agreement. Following termination, should a Medicare Product Enrollee contact Agent or a Downline Agent seeking advice on whether to renew or change policies, or seeking any other advice on Medicare Products, Agent or such Downline Agent must direct such Medicare Product enrollee to Coventry's customer service to handle the questions raised. Should Agent or Downline Agent fail to do so, Coventry may, in its sole discretion, terminate payment of renewal Commissions to such Agent and/or Downline Agents.
 - b. For Agents without Downline Agents, such Agent shall continue to receive renewal Commissions on such Agent's renewing Medicare Products if, at the time the renewal commission is to be paid, the following conditions are met: (i) the Agent's license(s) is in good standing; (ii) the Agent has successfully completed Coventry's annual agent training and testing; (iii) if required by state law, the Agent is appointed to Sell Medicare Products; (iv) such Agent has earned, during

the previous calendar year, at least \$750 in Commissions from Coventry (as determined by Coventry on an annual basis); and (v) the Agent has not made any new Sales of Medicare Products following termination of this Agreement. Following termination, should a Medicare Product Enrollee contact Agent seeking advice on whether to renew or change policies, or seeking any other advice on Medicare Products, Agent must direct such Medicare Product enrollee to Coventry's customer service to handle the questions raised. Should Agent fail to do so, Coventry may, in its sole discretion, terminate payment of renewal Commissions to such Agent.

4.1.5 **Reserved.**

4.1.6 All Commission, Referral fee and override payments will be made by electronic fund transfer. Agent must execute all documents reasonably necessary for Coventry to effectuate electronic fund transfers with Agent's bank account. Coventry will not pay Commissions, Referral fees or overrides to Agent until such documentation is completed accurately and the Agent's bank accepts such fund transfers.

4.2 **Commissions or Referrals Paid in Error.** In the event Coventry pays a Commission or Referral fee to Agent due to error, regardless of the party responsible for the error, Coventry may collect such amount thereof directly from Agent, offset any future Commissions or Referral fees payable to Agent against such amount, or in the case of an underpayment pay such amount due to Agent; provided, however, that: (a) in the case of an underpayment or no payment, Coventry shall have no obligation to pay any amount due to Agent if the Agent does not notify Coventry of such underpayment within 12 months of the date of the erroneous Commission or Referral fee payment or for a missing payment, within 12 months of the policy effective date; and (b) in the case of an overpayment, Coventry shall not initiate a pursuit of a Commission or Referral fee overpayment if Coventry does not notify Agent within twelve (12) months of the date of the erroneous payment. If Coventry has initiated a collection related to a Commission or Referral fee overpayment within the 12 month period described in the preceding sentence, then there shall be no time limit, subject to state law, on Coventry's ability to pursue collection of such overpayment. This twelve (12) month limitation on any erroneous Commission or Referral fee payment shall not apply (i) in cases of fraud or violations of CMS regulations marketing guidelines by Agent or a Downline Agent or (ii) a determination by CMS that a person was improperly enrolled or not enrolled in a Medicare Product. In instances where Agent was paid a Commission for a Sale of a Medicare Product that was in violation of CMS regulations or Marketing Guidelines, Coventry also shall have the right, without time limitation, to off set any amounts due from Agent to Coventry against any amounts payable to Agent. These rights are in addition to any other rights or remedies Coventry may have under this Agreement or otherwise.

4.3 **Termination of a Medicare Product.** Coventry shall have the sole right at all times to reject applications for insurance in accordance with applicable laws, regulations and CMS guidance. In addition, Coventry and Medicare Product Enrollees may terminate the Medicare Product policy in effect in accordance with applicable laws, regulations and CMS guidance. In the event that any application for a Medicare Product is rejected or a Medicare Product enrollee's coverage is terminated, Premiums related to the period of time that the Medicare Product was in effect shall be retained and Premiums for the period of time that the Medicare Product was not in effect shall be refunded in accordance with applicable laws, regulations and CMS guidance. Notwithstanding the foregoing, retroactive terminations of a Medicare Product Enrollee's coverage thereunder shall only take place in accordance with the terms and conditions of the

coverage and/or applicable laws, regulations and CMS guidance. If Premiums are refunded to CMS or individuals, for any reason whatsoever, Agent shall promptly reimburse Coventry for any and all Commissions paid to Agent based on such refunded Premiums. Coventry may offset any future Commissions payable to Agent against such amount.

- 4.4 **Direct Sales.** In no event will Commissions be paid on Medicare Products Sold or serviced directly by anyone other than Agent if Agent was not involved in the initial sale of the Medicare Product.
- 4.5 **Sold Prior to Relationship with Agent.** If the Agent recruits other individual agents, Coventry will not pay any Commission to Agent for Sales of any Medicare Products by an individual for which an individual was entitled to receive Commission prior to being recruited by Agent.
- 4.6 **Rapid Disenrollment.** If an enrollee in a Medicare Product disenrolls or is disenrolled from a Medicare Product within three (3) months of his or her enrollment in a Medicare Product, no compensation shall be paid by Coventry to Agent or Downline Agents, if applicable, for such enrollee and if any compensation had already been paid by Coventry then Agent and Downline Agents, if applicable shall refund such compensation received for such enrollee. In order to not be subject to a rapid disenrollment chargeback by Coventry, the newly enrolled Medicare beneficiary must remain enrolled with Coventry into the fourth month, i.e., if the individual enrolled with Coventry on January 1, the individual must still be enrolled with Coventry on April 1 of the same calendar year. Coventry may deduct any compensation amounts paid to Agent or Downline Agents from amounts otherwise owed to Agent or Downline Agents. Furthermore, such enrollee shall not count towards any enrollee production totals for Agent or Downline Agents, if applicable.
- 4.7 **Enrollee plan changes.** If a Medicare enrollee changes plans, Commissions shall be payable (or not payable) in accordance with the Participating Agent Addendum and Schedule A.
- 4.8 **Offsets.** Coventry shall have the right to off set (i) any amounts due from Agent to Coventry (or Plan) or (ii) any amounts due to Coventry (or Plan) from any individual recruited by Agent to Sell or Refer Medicare Products and considered part of Agent's hierarchy, against any amounts payable to Agent (as may be described in the Producer Manual). Coventry may utilize debt collection services and/or agent accreditation services for purposes of collecting debts of Agent, the costs of which shall be borne by Agent. These rights are in addition to any other rights or remedies Coventry may have under this Agreement or otherwise.
- 4.9 **Suspension of Commission Payments.** Coventry may suspend an Agent's Commission or Referral payments if Agent, fails to comply with the requirements of this Agreement, is the subject or involved in any complaint or if Agent fails to cooperate in Coventry's investigation of any complaint. Coventry shall provide Agent with notice of such suspension. If this Agreement is terminated for cause following the suspension of such Commission or Referral Fee payments, Coventry will cease paying any unpaid and future Commissions (first year and renewal) or Referral Fees and Agent shall forfeit all rights to any suspended Commission or Referral Fee amounts.

- 4.10 **No Additional Payment.** Agent's only form of compensation under this Agreement shall be the compensation set forth in Section 4.1. Agent is prohibited from charging any insured or applicant any fee or charge whatsoever.
- 4.11 **LOA or Independently Contracted Agent.** If Agent recruits Independently Contracted Agents or LOAs, and an LOA or Independently Contracted Agent discontinues its association with Agent while this Agreement is in effect, Coventry shall continue to pay Commission to Agent in accordance with this Agreement for Sales that such LOA or Independently Contracted Agent made while associated with Agent and with respect to which such LOA or Independently Contracted Agent continues to be the broker-of-record. Following a termination under Section 7.2, Agent's right to continue to receive payment on such LOA's or Independently Contracted Agent's renewing Medicare Products is subject to Section 4.1.4.
- 4.12 **Commission Disputes between Agent and Downline Agents.** Coventry shall pay Commissions and Referral fees to Agent's Downline Agents, if any, in accordance with the commission level indicated on the hierarchy transmittal form sent to Coventry. With respect to LOAs, Coventry will pay Agent pursuant to Sections 3.2(i)(b) and 3.2(ii)(b). For Agents with Downline Agents, such Agent agrees that it will indemnify and hold Coventry harmless from any disputes or claims that a Downline Agent may bring with respect to Commission or Referral fee amounts paid by Coventry in accordance with Agent's hierarchy transmittal form.

5. **CONFIDENTIALITY OF COVENTRY AND MEMBER INFORMATION**

- 5.1 Agent agrees to maintain the confidentiality of upcoming Medicare Product benefit designs for future years, the Commission and other payment arrangements set forth in this Agreement and its Exhibits, addendums, schedules, appendices or other attachments, and any other confidential information provided to Agent by Coventry.
- 5.2 Business Associate Addendum. Agent agrees to comply with the business associate requirements set forth in Exhibit 1, which are hereby incorporated herein by reference.

6. **MARKETING MATERIALS AND NOTICE OF SALES EVENTS**

- 6.1 **Marketing Materials.** Agent shall utilize only Coventry authorized Sales materials or materials. No advertising, circulars or other written material intended for promotional use or publication by Agent which concerns Coventry, Plans or the Medicare Products, shall be issued, circulated or published or caused to be issued, circulated or published by Agent unless and until it is submitted in writing to and approved by Coventry in writing.
- 6.2 **Notice of Sales Events.**
- 6.2.1 Agent shall provide (and Agent shall cause its Downline Agents (if any) to provide), Coventry with prior notice of any Sales meetings or events that Agent (or its Downline Agents, if applicable) intends to conduct. For one on one meetings with beneficiaries, neither Agent nor its Downline Agents, if applicable, is required to provide notice under this Section 6.2. The notice shall be provided to Coventry on or before the 18th of each month for events scheduled for the following month. For events that cannot be planned that far in advance, such events shall be reported to Coventry prior to advertising the event or ten (10) calendar days prior to the scheduled date of the event,

whichever is earlier. In the event of a schedule change or an event cancellation, Agent must notify Coventry immediately. Coventry reserves the right to reject last minute event submissions which do not meet CMS requirements.

6.2.2 The notice from Agent or a Downline Agent, if applicable, to Coventry shall include the information required by Coventry, including, but not limited to: (i) the date and time of the Sales/promotional event; (ii) name of Agent or name of Downline Agent (if applicable) making the presentation; (iii) an address for and a brief description of the venue; (iv) a phone number where Coventry or CMS can call to confirm the logistics of each planned event; and (vi) a contact person who will be knowledgeable about the specific Sales event, along with their email address (if available). When submitting notice of marketing or Sales events to Coventry for upload to CMS, Agent or Downline Agent, as applicable, shall use the CMS Seminar Reporting Template (available on the Coventry Broker Portal). Agent and any Downline Agent must comply with all requirements of the Producer Manual regarding Sales events and notice thereof.

6.2.3 Coventry will not pay Commission (and will recoup any Commission paid) to Agent for any Medicare Products Sold at a meeting or event for which Coventry did not receive notification in accordance with this Section.

6.3 **Use of Sales/Lead Generators.** If Agent operates or contracts with a Sales or lead generating service, Agent shall notify Coventry prior to operating or using such Sales or lead generating service for Medicare Product Sales. Upon Coventry's request, Agent shall provide Coventry with a copy any telephone scripts used by such Sales or lead generating service to make appointments with Medicare beneficiaries.

6.4 **Ownership of Marks.** The trade names, trademarks, trade devices, service marks, symbols, codes and logos (collectively the "Marks") and any advertising materials of either party are and at all times shall remain the property of the respective party ("Owning Party"). The non-Owning Party shall not use any such advertising materials or Marks without the prior written consent of the Owning Party, and shall otherwise use all such materials and Marks only in accordance with this Section 6.4. For the avoidance of doubt, Agent may not use Coventry's names or Marks (including logos) on any website or other online digital assets without obtaining Coventry's prior written consent and, at Coventry's request, executing a separate agreement with Coventry pertaining thereto.

7. TERM AND TERMINATION

7.1 **Term.** This Agreement shall have an initial term of one (1) year beginning on the date that the Agreement has been executed by both parties. Thereafter, this Agreement shall automatically renew every twelve months for successive one year periods unless sooner terminated.

7.2 **Without Cause Termination.** This Agreement may be terminated by either party at any time without cause by giving thirty (30) days prior written notice to the other party.

7.3 **Immediate Termination of this Agreement for Cause by Coventry.** This Agreement may be terminated by Coventry immediately for cause upon the occurrence of any of the following:

- 7.3.1 Agent's insolvency, bankruptcy, or reorganization, or the institution of such or similar proceedings by or against Agent, which proceeding if filed against Agent has not been dismissed within sixty (60) days of such filing;
 - 7.3.2 Agent's criminal conduct (including being charged with a felony) or exclusion from the Medicare Program or any other federal or state health benefit program;
 - 7.3.3 Agent's license being suspended, revoked or not renewed in a state in which Agent is performing services under this Agreement on behalf of Coventry;
 - 7.3.4 Any act of embezzlement, theft, fraud or dishonesty on the part of Agent;
 - 7.3.5 Any Material violation of any law, regulation or CMS guidance in the opinion of Coventry by Agent regarding the marketing or distribution of Medicare Products;
 - 7.3.6 Agent's failure to cooperate, as determined solely by Coventry, with Coventry's investigation of a complaint involving Agent;
 - 7.3.7 Agent's failure to comply with the obligations of Sections 3.1(i)(a), 3.1(i)(c), 3.1(i)(d), 3.3, 3.9 or 3.11;
 - 7.3.8 Agent's failure to pay any amount owed to Coventry;
 - 7.3.9 Coventry's determination, in its sole discretion, that Agent has acted in a manner that is materially detrimental to Coventry;
 - 7.3.10 Assignment by Agent of this Agreement in violation of Section 8.4 hereof;
 - 7.3.11 Agent appears on the Specially Designated Nationals or Blocked Persons List published by the Office of Foreign Assets Control of the Department of Treasury; or
 - 7.3.12 If Agent or its LOAs or Independently Contracted Agents Sell Medicare Products, Agent's failure to comply with the obligations of Sections 3.1(ii) (a), 3.1(ii)(b), 3.1(ii)(d), 3.1(ii)(f), or 3.4.1; or
 - 7.3.13 If Agent or its LOAs or Independently Contracted Agents Refer Medicare Products, Agent's failure to comply with Sections 3.1(iii)(a), 3.1(iii)(b), 3.1(iii)(c), 3.1(iii)(d), 3.1(iii)(e) or 3.4.2.
- 7.4 **Termination for Breach.** If any party defaults in the performance of any its duties or obligations hereunder, the non-defaulting party may give thirty (30) days prior written notice of termination to the defaulting party, which notice shall provide the specific nature of the breach. If the defaulting party has not cured the breach within the thirty (30) day notice period this Agreement shall terminate on the 31st day following the date of the notice of default.
- 7.5 **Effect of Termination of Agreement on Commission and Agent Hierarchy.** In the event this Agreement is terminated by either party, with cause, neither Agent nor any Downline Agent shall have a right to receive any Commissions or Referral fees following the termination date. Subject to Section 4.1.4, in the event this Agreement is terminated without cause, Agent and Downline Agent, as applicable, may receive renewal Commissions following the termination date. Upon termination of this Agreement, any hierarchy protections that Coventry had provided

to Agent (related to other agents recruited by Agent), if any, as described herein or in the Producer Manual, shall cease.

- 7.6 **No Rolling of Membership.** Upon termination of this Agreement, Agent agrees that it will not induce, or attempt to induce: (1) any Medicare Product enrollee to terminate his or her relationship with Coventry; or (2) any agent to cause any Medicare Product enrollee to terminate his or her relationship with Coventry.

8. MISCELLANEOUS

- 8.1 **Independent Contractor.** Nothing contained herein shall be construed to create the relationship of employer and employee, partners or joint venturers between the parties hereto. Agent shall be free to exercise its independent judgment in the performance of this Agreement, subject only to the terms hereof and the written rules established by Coventry, and agreed to by Agent, from time to time.
- 8.2 **Compliance with Laws and Policies and Procedures.** Agent shall at all times comply with applicable federal and state laws and regulations related to insurers, general agents and brokers, as well as the federal laws and regulations specific to Medicare plans, including Federal laws and regulations designed to prevent fraud, waste, and abuse, including, but not limited to applicable provisions of Federal criminal law, the False Claims Act (32 U.S.C. §§ 3729 et seq.), and the anti-kickback statute (Section 1128B(b) of the Social Security Act). Agent shall at all times comply with the regulations and guidelines issued by CMS with respect to Medicare Advantage and Medicare Part D Plans. Agent shall comply with all existing written policies and procedures related to Medicare Products and broker/agent actions established by Coventry, as the same may be amended from time to time.
- 8.3 **Non-Waiver of Covenants.** Should Coventry or Agent at any time fail to insist upon a strict performance of each and every provision of this Agreement incumbent upon the other to be kept and performed or fail to adhere strictly to the terms and provisions hereof, or to any one of them, such failure shall not be construed as a waiver of the party's right to thereafter insist upon strict performance by said party to thereafter adhere to and enforce all the terms and provisions of this Agreement.
- 8.4 **Assignment.** Agent may not assign this Agreement without the prior written consent of Coventry.
- 8.5 **Contract Interpretation.** If any section, clause, paragraph, term or provision of this Agreement shall be found to be void and unenforceable by any court of competent jurisdiction, such finding shall have no effect upon any other section, clause, paragraph, term or provision of this Agreement and same shall be given full force and effect.
- 8.6 **HHS Right To Inspect.** Agent shall, and shall require its Downline Agents to provide access to, permit audit of, and provide copies of records as described in this section, and other information to the U.S. Department of Justice, the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General, CMS, their designees, and such other officials entitled by law or under government-funded programs or contracts administered by Coventry (collectively, "Government Officials") as may be necessary for compliance by Coventry with the provisions of all federal laws and Medicare contractual requirements

governing Coventry. Unless otherwise agreed to by the Parties, any records requested by Government Officials shall be provided to Coventry who shall, in turn, provide them to the Government Officials. Such records shall be available at all reasonable times at Agent's place of business or at some other mutually agreeable location for the longer of (i) the period of time required by federal law or CMS contractual requirement, or (ii) ten (10) years from the termination of this Agreement, or from the date of completion of any audit by Government Officials, whichever is longer, or longer if so required by CMS.

- 8.7 **Exclusion Or Debarment From Medicare Participation or Government Contracting.** Agent represents and warrants that it is not excluded under the HHS Office of Inspector General's List of Excluded Individuals/Entities ("OIG List") or otherwise excluded from participation in Medicare or other federal health care programs or state programs, or debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Agent shall not employ or contract with, and shall ensure that any individual or entity with whom it contracts or to whom it delegates any obligations under this Agreement do not employ or contract with, individuals or entities that are excluded under the OIG List or otherwise excluded from participation in Medicare or other federal health care programs or state programs, or are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency ("Excluded Individuals"). Agent shall, and shall cause each individual or entity with whom it contracts or to whom it delegates any obligations under this Agreement to: (a) review the OIG List and the U.S. General Services Administration's Excluded Parties List System prior to the initial hiring of any employee or the engagement of any subcontractor (including any agent) to furnish services to Coventry or any Medicare Product enrollee, and monthly thereafter, to ensure compliance with this paragraph; (b) provide documentation, upon written request by Coventry, of such exclusion screening and related requirements; (c) promptly notify Coventry upon discovering that it, or any of its employees or subcontractors, has furnished Medicare program related services to Coventry under this Agreement as or through an Excluded Individual or that a person or entity furnishing services under this Agreement has been convicted of a criminal felony that could serve as the basis of federal health care program exclusion; and (d) promptly remove an Excluded Individual from any work related, directly or indirectly, to services furnished under this Agreement and use commercially reasonable efforts to take other appropriate corrective action reasonably requested by Coventry based on the above notification. In addition, Agent shall, and shall cause each individual or entity with whom it contracts or to whom it delegates any obligations under the Agreement to review the Specially Designated Nationals and Blocked Persons list published by the Office of Foreign Assets Control of the U.S. Department of Treasury prior to the initial hiring of any employee or engagement of any subcontractor (including any agent) to furnish service to Coventry, and monthly thereafter, and to promptly notify Coventry of discovering any employee or subcontractor's name on such list. Upon such discovery by Agent or Coventry, Coventry reserves the right to block payments to Agent, and/or take any other actions which may be required to comply with law. In the case an Agent (or Downline Agent, as applicable) appears on the Specially Designated Nationals and Blocked Persons list, Coventry, in its sole discretion, may terminate the appointment of such agent and/or any agreement between Coventry and such agent.
- 8.8 **Indemnification.** Agent agrees to indemnify, defend, and hold Coventry harmless from and against any and all claims, damages, costs, losses, and expenses, including, without limitation, attorneys' fees and costs of settlement or defense, arising out of or relating to (i) Agent's negligent acts or omissions or misconduct with respect to its obligations under this Agreement or (ii) any dispute between Agent and its Downline Agents (including an LOA).

- 8.9 **Notice.** Whenever notice is to be given by either party to the other, it must be done in writing by either U.S. mail, overnight carrier, facsimile, or (for purposes of notifying Agent only) the last known email address, to the following parties:

To Agent: To the address set forth on the Agent's application or the last address Agent provided to Coventry.

To Coventry:
Coventry Health and Life Insurance Company
Attn: Legal Department
6720-B Rockledge Drive, Suite 700
Bethesda, MD 20817

- 8.10 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. Venue for any action shall be in a court located in Wilmington, Delaware.
- 8.11 **Titles and Headings.** Titles and headings for the paragraphs, subparagraphs or sections herein are for convenience only, are not part of this Agreement, and shall not define or limit any of this Agreement's terms.
- 8.12 **Survival.** The following sections of this Agreement shall survive the termination of this Agreement: 3.3, 3.5, 3.7, 3.8, 3.11, 4.1, 4.2, 4.3, 4.4, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 5, 6.4, 7.5, 7.6, 8.5, 8.6, 8.7, 8.8, 8.9, 8.10, 8.12, 8.13, 8.18, Exhibit 1, Exhibit 2 and the provisions of the Participating Agent Addendum (and any exhibits or schedules thereto, including Schedule A) relating to renewal Commissions.
- 8.13 **Legal Actions Against Enrollees.** Agent shall not institute legal proceedings against any applicant or enrollee of any Medicare Product for any cause arising out of the business transacted under this Agreement. In no event shall Agent take any action against an enrollee in a Medicare Product or in any way hold an enrollee in a Medicare Product responsible for any Commissions or Referral fees due to Agent. Agent shall include a provision in any agreements with Downline Agents in connection with this Agreement that require such Downline Agents to comply with the requirements of this Section.
- 8.14 **Delegation and Monitoring.** To the extent that Coventry has delegated certain functions to Agent, Agent shall perform the services described in this Agreement in compliance with the Agreement and all applicable Medicare and other federal laws, regulations, CMS guidance and governmental pronouncements and make periodic reports as reasonably required by Coventry or CMS. The nature, substance and timing of such reports will be mutually agreed upon by the parties. Coventry shall, at all times, retain the right to monitor Agent's performance hereunder. Such monitoring shall be conducted on an ongoing basis and may include, but is not limited to, observing Agent education, training and testing and Agent presentations to Medicare beneficiaries. In the event Coventry or CMS determines that such delegated functions have not been performed satisfactorily, or if requisite reporting and disclosure requirements are not otherwise fully met in a timely manner, Coventry shall have the right to immediately and unilaterally, upon written notice to Agent, revoke all or such portions of Agent's delegated obligations as Coventry deems necessary to effectuate Coventry's ultimate responsibility to

CMS for the performance of all Medicare Product requirements stated in Coventry's contracts with CMS.

- 8.15 **Subcontractors and Delegates.** Agent shall ensure that all of the requirements set forth in this Agreement shall be applicable and enforceable against any subcontractors with which Agent contracts or any entity to which Agent delegates any of its obligations under this Agreement. Agent may not subcontract or delegate any functions under this Agreement without the prior written consent of Coventry. To the extent that CMS requires additional provisions to be included in any subcontracts or contracts with delegated entities, Agent shall amend such contracts accordingly.
- 8.16 **Amendment.** Except as otherwise provided herein, this Agreement only may be amended upon the written agreement of both parties, provided however, that Coventry may unilaterally amend the Agreement at any time by providing Agent with thirty (30) days prior written notice of the amendment. For purposes of adding necessary terms and conditions to comply with federal or state statutes, regulations or other agency guidance or issuances, Coventry may amend this Agreement immediately upon notice to the Agent.
- 8.17 **Entire Agreement.** This Agreement and the addendums and exhibits attached hereto constitutes the entire contract between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.
- 8.18 **Other Medicare Required Provisions.**

8.18.1 **Federal Funds.** Agent acknowledges that Coventry, directly or indirectly, receives federal funds and that as a contractor of Coventry, the payments to Agent under this Agreement are, in whole or in part, from federal funds. In carrying out its duties and obligations under this Agreement, Agent shall follow and adhere to, and shall require any entity or person to which Agent delegates any of its obligations under this Agreement or with whom Agent contracts, if any, to follow and adhere to, all applicable laws, including, but not limited to Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d et. Seq.); sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 and 794); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et. Seq.); section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended (41 U.S.C. §9849); the Americans with Disabilities Act (42 U.S.C. §12101 et. Seq.); and the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 et. Seq.); the Vietnam Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212); applicable sections of the Medicare and Modernization Act of 2003, HIPAA and the HITECH Act of 2009, and all other applicable Federal and State laws, regulations, CMS instructions and governmental issuances, including but not limited to those governing participation in the Medicare Part D Program, Medicare PFFS Program, and Medicare MSA Program. Any provision required to be in this Agreement by the rules and regulations governing the Medicare Advantage Program shall bind the parties whether or not provided in this Agreement. In addition, to the extent applicable, Agent shall comply with the obligations in the contract between CMS and Coventry governing Coventry's participation in the Medicare Advantage Program and Medicare Part D Program.

- 8.18.2 **Member Hold Harmless.** Agent agrees that in no event, including, but not limited to, nonpayment by Coventry, Coventry insolvency or breach of this Agreement shall Agent bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a member or persons acting on their behalf, other than Coventry, for services rendered under this Agreement.
- 8.18.3 **Compliance with Coventry Contractual Obligations.** Agent agrees to participate in Coventry's Medicare programs under the terms and conditions agreed to by the parties. Any activities or services performed by Agent in connection with Coventry's Medicare programs will comply and be consistent with Coventry's obligations as Part D and MA-PD plan sponsors.
- 8.18.4 **Privacy and Accuracy of Records.** Agent agrees to safeguard beneficiary privacy and confidentiality, ensure the accuracy of beneficiary health records and abide by all State and Federal privacy and security requirements, including the confidentiality and security provisions stated in the Medicare Advantage and Medicare Part D regulations. This provision applies to all first tier, downstream or related entities.
- 8.18.5 **Offshore Activities.** For purposes of this Agreement, the term "offshore" shall mean any country or territory that is not the United States or one of the United States territories (i.e., American Samoa, Guam, Northern Marianas, Puerto Rico and the Virgin Islands). Agent represents and warrants that it does not use and will not use offshore subcontractors to perform any portion of work under this Agreement, or permit any Medicare beneficiaries' protected health information or other personal information to be accessible or used by any offshore employees or offshore subcontractors (or offshore employees of subcontractors), without the prior written approval of Coventry. Prior to Coventry's written approval, Coventry may review and approve Agent's or its subcontractor's policies and procedures applicable to such offshore access and/or use. In addition to the above, any offshore services shall be subject to all of the standards, terms and conditions set forth in this Agreement the same as if the services were provided within the U.S. This includes, but is not limited to, timely access to records created and/or related to such offshore services, such as customer service call records.
- 8.18.6 **Reporting and Disclosure.** Upon request by Coventry, Agent shall certify, and cause any entity or person to which Agent delegates any of its obligations under this Agreement or with whom Agent contracts, to certify, that any data and other information submitted to Coventry are accurate, complete and truthful based on best knowledge, information and belief. This Section 8.18.6 shall survive termination of the Agreement, regardless of the cause giving rise to termination.
- 8.18.7 **Compliance Program and Anti-Fraud Initiatives.** Agent shall (and shall cause any entity or person to which Agent delegates any of its obligations under this Agreement or with whom Agent contracts, to) institute, operate, and maintain an effective compliance program to detect, correct and prevent the incidence of non-compliance with CMS requirements and the incidence of fraud, waste and abuse relating to the operation of Coventry's Medicare Program. Such compliance program shall be appropriate to Agent's, its subcontractor's or other delegated entity's organization and operations and shall include: (a) written policies, procedures and standards of conduct articulating the entity's commitment to comply with federal and state laws; and (b) for

all officers, directors, employees, contractors and agents of Agent, its subcontractor or other delegated entity, required participation in effective compliance and anti-fraud training and education that is consistent with guidance that CMS has or may issue with respect to compliance and anti-fraud and abuse initiatives, unless exempt from such training under relevant CMS regulations.

- 8.19 **Referral only Agents.** For individual Agents who only Refer Medicare Products, the following provisions of this Agreement are not applicable: Sections 3.6, 3.7, 3.12, 3.14, 4.3-4.7, 6.2, 6.3, 7.5, and 7.6.

INTENDING TO BE BOUND, the parties hereto have executed the Participating Agent Addendum, attached hereto, as of the day set forth in the applicable Participating Agent Addendum.

Exhibit 1

Business Associate Addendum

This Business Associate Addendum (the “Addendum”) is entered into by and between Coventry (“Coventry”) and Agent (for purposes of this Addendum hereinafter referred to as “Business Associate”) and sets forth the parties’ agreement with respect to the privacy and security requirements under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the American Recovery and Reinvestment Act of 2009 (“ARRA”), the Gramm-Leach-Bliley Act (“GLBA”), and the regulations promulgated from time to time under each of those acts.

The parties agree that the terms and conditions set forth in this Addendum shall be part of the National Agent-2 Distribution Contract between Coventry and Business Associate (“the Agreement”). Any conflicts or inconsistencies between the Agreement and this Addendum shall be read and resolved in favor of this Addendum. The parties agree that the terms of the Addendum shall fully replace any previously agreed upon Business Associate terms or conditions, whether executed by the parties or directly incorporated into the Agreement. This Addendum shall be effective as of the date Business Associate first receives Non-Public Information, as defined below, and shall continue until Business Associate has returned or destroyed Non-Public Information pursuant to paragraph 11 of this Addendum. All capitalized terms used herein but not otherwise defined shall have the meanings given to such terms in the Agreement.

1. **Business Associate Services.** The services provided by Business Associate under the Agreement for Coventry may involve the use and disclosure of individually identifiable health information, deemed protected health information (or “PHI” under HIPAA) and non-public personal information (or “NPPI” under GLBA) and applicable state law and/or regulations. PHI and NPPI shall be referred to collectively as “Non-Public Information” or “NPI”. Except as otherwise provided herein, the Business Associate may make any and all uses of NPI necessary to perform the services and its obligations under the Agreement.
2. **Additional Business Associate Activities.** Except as otherwise provided in this Addendum, Business Associate may use and disclose the NPI in its possession for its proper management and administration and/or to fulfill any present or future legal responsibilities of the Business Associate, provided that such uses are permitted under state and federal laws and would be permissible if performed by Coventry. Business Associate represents and warrants to Coventry that (i) any such disclosures it makes will be required by law or (ii) the Business Associate will obtain a written agreement from any such person or entity to whom the NPI will be disclosed that the NPI will be held confidentially and will not be further used or disclosed except as required by laws or for the purpose for which it was lawfully disclosed to such person or entity, and that such person or entity will notify the Business Associate of any instances of which it is aware in which the confidentiality of the NPI has been breached.
3. Business Associate Obligations for Privacy and Security of NPI.

Business Associate agrees to the following:

- 3.1 **Use and Disclosure of NPI.** Business Associate shall not use or further disclose the NPI other than as permitted under the Agreement, this Addendum, HIPAA, GLBA, ARRA and their respective implementing regulations, each as amended from time to time.
- 3.2 **Safeguards.** Business Associate shall (i) use appropriate safeguards to prevent the use or disclosure of NPI other than as provided for in this Addendum, and (ii) have administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of NPI that it creates, receives, maintains, or transmits on behalf of Coventry. Such safeguards shall include, without limitation, conducting a security risk assessment, and training employees who will have access to NPI with respect to the policies and

procedures required by HIPAA and ARRA. Upon request from Coventry, Business Associate shall provide Coventry with a copy of its written information privacy and security programs.

- 3.3 **Policies and Procedures.** Business Associate shall maintain and comply with policies and procedures that are in accordance with the HIPAA, ARRA, and GLBA requirements that apply to Business Associate's operations and the services provided under the Agreement, including, without limitations, maintaining the confidentiality and integrity of any information received, maintained or transmitted by or on behalf of Coventry. Upon Coventry's request, Business Associate shall provide a copy of Business Associate's policies and procedures.
- 3.4 **Notice of Privacy Practices.** Coventry will provide Business Associate with Coventry's Notice of Privacy Practices. Business Associate shall adhere to Coventry's Notice of Practices to the extent that it limits or affects Business Associate's use or disclosure of NPI.
- 3.5 **Incident Reporting.** Business Associate shall report to Coventry any Security Incident involving the use or disclosure of NPI not permitted by this Addendum of which it becomes aware. A "Security Incident" is any successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system that involves NPI. Business Associate shall report to Coventry within two (2) days of the Business Associate becoming aware of such use, disclosure or incident.
- 3.6 **Notification of Breach.** Business Associate shall report to Coventry within two (2) days any Breach of Unsecured NPI. "Breach" shall mean the unauthorized acquisition, access, use or disclosure of NPI which compromises the security or privacy of such information. "Unsecured NPI" shall mean NPI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary from time to time. Notice of Breach shall include, at minimum: (i) the identification of each individual whose NPI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach; (ii) the date of the Breach, if known; (iii) the scope of the Breach; and (iv) a description of the Business Associate's response to the Breach. Upon reasonable request, Business Associate shall provide Coventry with information related to the Breach and will cooperate with Coventry in any required notifications.
- 3.7 **Government Programs.** To the extent that Business Associate provides services to Coventry relating to individuals enrolled in state or federal programs (e.g., Medicare or Medicaid), Business Associate shall comply with any additional restrictions or requirements related to the use, disclosure, maintenance, and protection of NPI of individuals enrolled in such programs through Coventry. With respect to the NPI of Medicare enrollees, Business Associate shall report privacy and security incidents and/or Breaches immediately, but not later than one (1) day, to Coventry and include the information required under Sections 3.5 and 3.6 of this Addendum.
- 3.8 **Subcontractors.** Business Associate shall require any agent or subcontractor to whom Business Associate provides NPI to agree in writing to (i) implement reasonable and appropriate safeguards to protect the NPI, and (ii) comply with the same restrictions and conditions on NPI as required by this Addendum. Upon request from Coventry, Business Associate shall provide a copy of any such agreement.

- 3.9 **Minimum Necessary.** Business Associate shall request, use and/or disclose only the minimum amount of NPI necessary to accomplish the purpose of the request, use or disclosure.
- 3.10 **Remuneration of NPI.** Business Associate shall not directly or indirectly receive remuneration in exchange for any NPI as prohibited by 42 U.S.C. §17935(d) and any regulations promulgated there under.
- 3.11 **Marketing of NPI.** Business Associate shall not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. §17936(a) and any regulations promulgated there under.
- 3.12 **Fundraising.** Business Associate shall not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. §17936(b) and any regulations promulgated there under.
- 3.13 **Mitigation.** Business Associate shall mitigate, at its sole expense, any harmful effect that is known to Business Associate as the result of a use or disclosure of NPI by Business Associate that is not permitted by this Addendum.
- 3.14 **Transfer of Data Off-Shore.** Business Associate shall not use, transfer, transmit, or otherwise send or make available, any NPI outside the territory of the United States of America without Coventry's prior written consent.
4. **Requested Restrictions on Use of NPI.** Coventry will notify Business Associate of any restrictions on the use or disclosure of NPI that have been received from individuals and agreed to by Coventry. Business Associate shall comply with all such restrictions.
5. **Access to PHI.** Within ten (10) business days of a request by Coventry for access to PHI about an individual contained in a Designated Record Set (as such Set is then defined by HIPAA regulation), the Business Associate shall make available to Coventry, or the individual to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as set forth in 45 C.F.R. § 164.524. In the event any individual requests access to PHI directly from the Business Associate, the Business Associate shall, within ten (10) business days, forward such request to Coventry. Coventry shall be responsible for determining whether to deny access to the PHI and Business Associate shall comply with such determinations.
6. **Amendment of PHI.** Within ten (10) business days of receipt of a request from Coventry for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set the Business Associate shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI; provided, however, that Coventry has made the determination that the amendment(s) is/are necessary. The obligation in this Section shall apply only for so long as the PHI is maintained by Business Associate in a Designated Record Set. In the event any individual requests an amendment of PHI directly from the Business Associate, the Business Associate shall, within ten (10) business days, forward such request to Coventry.
7. **Accounting for Disclosures of PHI.** Business Associate shall maintain a record of any disclosure of PHI to a third party for a purpose other than Treatment, Health Care Operations, Payment, or pursuant to an authorization signed by the individual or personal representative of the individual who is the subject of the

record. To the extent that Business Associate provides an electronic health record to Coventry's enrollees or customers, Business Associate shall comply with the requirements of 42 U.S.C. § 17935(c) and the regulations promulgated there under.

Within thirty (30) business days of notice by Coventry to the Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual, the Business Associate shall make available to Coventry such information as is in the Business Associate's possession and is required for Coventry to make the accounting required by 45 C.F.R. § 164.528. Business Associate shall provide such information in electronic form, where available in such form. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) business days, forward such request to Coventry. Coventry shall be responsible for preparing and delivering any such accounting to the individual.

8. **Access to Books and Records Regarding PHI.** The Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI created or received by the Business Associate on behalf of, Coventry available to the Secretary of the U.S. Department of Health and Human Services (or such other federal or state agencies with appropriate oversight authority) for purposes of determining compliance with HIPAA, ARRA, GLBA or any other similar statute and available to Coventry to ensure compliance with the Agreement and this Addendum.
9. **Indemnification.** Business Associate will indemnify, hold harmless and defend Coventry from and against any and all claims, losses, liabilities, reasonable costs and other reasonable expenses brought against or incurred by Coventry which arise from or are caused by the Business Associate's acts or omissions, whether negligent or intentional, in connection with its performance of its obligations under the Agreements or the breach of this Addendum.
10. **Term and Termination.** This Addendum shall remain in effect for as long as Business Associate provides services to Coventry under the Agreement. If Coventry determines Business Associate has violated the terms and conditions of this Addendum, such violation shall be grounds for Coventry to terminate the Agreement for cause according to the terms of the Agreement, or, if termination is not practical, report Business Associate to Health and Human Services.
11. **Disposition of NPI at Termination.** Within thirty (30) business days of the termination of the Agreement, Business Associate, and its subcontractors, will return or destroy all NPI or created or received by the Business Associate on behalf of Coventry, which the Business Associate and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, the Business Associate will notify Coventry of the reasons for such in writing. Business Associate shall extend the protections, limitations and restrictions of this Addendum to the NPI retained after the termination of the Agreement and shall limit further uses and disclosures to those purposes that make the return or destruction of the NPI infeasible. This provision shall survive termination of the Agreement.
12. **Survival.** All Sections of this Addendum that relate to Business Associate's obligations related to the privacy and security of NPI shall survive termination of this Addendum or the Agreement for as long as Business Associate maintains NPI received or created in connection with the Agreement.
13. **Assignment and Delegation.** Business Associate may not assign its rights or duties under this Addendum without the prior written consent of Coventry.

14. **Choice of Law.** This Addendum will be governed by, and construed in accordance with the laws of the State of Delaware.
15. **Headings.** All headings are for convenience only and may not be deemed to limit, define or restrict the meaning or contents of each section.
16. **Unenforceable Provisions.** If any provision of this Addendum is held to be illegal or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in effect and the illegal or unenforceable provision will be modified so as to conform to the original intent of this Addendum.
17. **Third Party Beneficiaries.** Nothing in this Addendum shall confer upon any person other than the parties and their respective successors or assigns, any right, remedies, obligations or liabilities.
18. **Counterparts.** This Addendum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
19. **Definitions.** Capitalized terms not otherwise defined in the Agreement or this Addendum shall have the same meaning as set forth in regulations promulgated under HIPAA, GLBA or ARRA, as may be amended from time to time.

Exhibit 2

Medicare Advantage Contract

CMS requires that specific terms and conditions be incorporated into the Agreement between a Medicare Advantage Organization or First Tier Entity and a First Tier Entity or Downstream Entity to comply with the Medicare laws, regulations, and CMS instructions, including, but not limited to, the Medicare Prescription Drug, Improvement and Modernization Act of 2003, Pub. L. No. 108-173, 117 Stat. 2066 (“MMA”); and

Except as provided herein, all other provisions of the Agreement between Coventry and Agent not inconsistent herein shall remain in full force and effect. This exhibit shall supersede and replace any inconsistent provisions to such Agreement, to ensure compliance with required CMS provisions, and shall continue concurrently with the term of such Agreement.

NOW, THEREFORE, the parties agree as follows:

A. Definitions:

- 1) Centers for Medicare and Medicaid Services (“CMS”): the agency within the Department of Health and Human Services that administers the Medicare program.
- 2) Completion of Audit: completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.
- 3) Downstream Entity: any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the MA benefit, below the level of the arrangement between an MA organization (or applicant) and a first tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.
- 4) Final Contract Period: the final term of the contract between CMS and the Medicare Advantage Organization.
- 5) First Tier Entity: any party that enters into a written arrangement, acceptable to CMS, with an MA organization or applicant to provide administrative services or health care services for a Medicare eligible individual under the MA program.
- 6) Medicare Advantage (“MA”): an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.
- 7) Medicare Advantage Organization (“MA organization”): a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements.
- 8) Member or Enrollee: a Medicare Advantage eligible individual who has enrolled in or elected coverage through a Medicare Advantage Organization.

- 9) Provider: (1) any individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.
- 10) Related entity: any entity that is related to the MA organization by common ownership or control and (1) performs some of the MA organization's management functions under contract or delegation; (2) furnishes services to Medicare enrollees under an oral or written agreement; or (3) leases real property or sells materials to the MA organization at a cost of more than \$2,500 during a contract period.

B. Required Provisions:

Agent agrees to the following:

- 1) HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the first tier, downstream, and entities related to CMS' contract with Coventry's Affiliates included in this Agreement, (hereinafter, "MA organization") through 10 years from the final date of the final contract period of the contract entered into between CMS and the MA organization or from the date of completion of any audit, whichever is later. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii)] and [42 CFR §423.505]
- 2) Agent will comply with the confidentiality and enrollee record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118] and [42 CFR §423.136]
- 3) Enrollees will not be held liable for payment of any fees that are the legal obligation of the MA organization. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)] and [42 CFR §423.505(i)(3)(i)]
- 4) Any services or other activity performed in accordance with a contract or written agreement by Agent are consistent and comply with the MA organization's contractual obligations. [42 C.F.R. § 422.504(i)(3)(iii)] and [42 CFR §423.505(i)(3)(iii)]
- 5) Agent and any related entity, contractor or subcontractor will comply with all applicable Medicare laws, regulations, and CMS instructions. [42 C.F.R. §§ 422.504(i)(4)(v)] and [42 CFR §423.505(i)(4)(iv)]
- 6) If any of the MA organization's activities or responsibilities under its contract with CMS are delegated to any first tier, downstream and related entity:
 - (i) The delegated activities and reporting responsibilities are specified as follows:

Agent shall (a) solicit, procure and transmit enrollment applications for Medicare Products Sold to eligible Medicare beneficiary; (b) market Medicare Products; and (c) Refer Medicare beneficiaries to Coventry. [Sections 2 and 3 of the Agreement.]

- (ii) CMS and the MA organization reserve the right to revoke the delegation activities and reporting requirements or to specify other remedies in instances where CMS or the MA organization determine that such parties have not performed satisfactorily.
- (iii) The MA organization will monitor the performance of the parties on an ongoing basis.

[Section 8.14 of this Agreement]

- (iv) If the MA organization delegates the selection of providers, contractors, or subcontractor, the MA organization retains the right to approve, suspend, or terminate any such arrangement.

[42 C.F.R. §§ 422.504(i)(4) and (5)]

In the event of a conflict between the terms and conditions above and the terms of a related agreement, the terms above control.

Exhibit 3

Medicare Products

Plan	Plan Marketing Name	Product Type	Product Name
Coventry Health Plan of Florida, Inc.	Coventry Health Plan of Florida	Medicare Advantage	All
Coventry Health Care of Florida, Inc.	Coventry Health Care of Florida	Medicare Advantage	All
Coventry Health and Life Insurance Company	Coventry Health Care	Medicare Advantage	All
Coventry Health Care of Iowa, Inc.	Coventry Health Care	Medicare Advantage	All
Coventry Health of Care of West Virginia, Inc.	Coventry Health Care of West Virginia	Medicare Advantage	All
Coventry Health and Life Insurance Company	Coventry Health Care	Medicare Advantage	All
Coventry Health and Life Insurance Company	Coventry Health Care	Medicare Advantage	All
Coventry Health Care of Missouri, Inc.	Coventry Health Care	Medicare Advantage	All
Coventry Health Care of Missouri, Inc.	Coventry Health Care	Medicare Advantage	All
Coventry Health Care of Kansas, Inc.	Coventry Health Care	Medicare Advantage	All
Coventry Health Care of Illinois, Inc.	Coventry Health Care	Medicare Advantage	All
Coventry Health Care of Louisiana, Inc.	Coventry Health Care	Medicare Advantage	All
HealthAmerica Pennsylvania, Inc.	HealthAmerica	Medicare Advantage	All
Coventry Health Care of Texas, Inc.	Coventry Health Care	Medicare Advantage	All
Coventry Health Care of Georgia, Inc.	Coventry Health Care	Medicare Advantage	All
Coventry Health and Life Insurance Company	Coventry Health Care	Medicare Advantage	All
HealthAssurance, Pennsylvania, Inc.	HealthAmerica	Medicare Advantage	All
Coventry Summit Health Plan, Inc.	Coventry Summit Health Plan	Medicare Advantage	All
Coventry Health Care of Nebraska, Inc.	Coventry Health Care	Medicare Advantage	All
Coventry Health Care of Illinois, Inc.	Coventry Health Care	Medicare Advantage	All
First Health Life & Health Insurance Company	Coventry Health Care	Medicare Advantage	All

Coventry Health and Life Insurance Company	Coventry Health Care	Medicare Advantage	All
Altius Health Plans, Inc.	Altius Health Plans	Medicare Advantage	All
Coventry Health and Life Insurance Company	HealthAmerica	Medicare Advantage	All
Coventry Health and Life Insurance Company	Coventry Health Care of West Virginia	Medicare Advantage	All
Coventry Health and Life Insurance Company	Coventry Health Care	Medicare Advantage	All
Coventry Health and Life Insurance Company	Coventry Health Care	Medicare Advantage	All
First Health Life & Health Insurance Company	First Health Part D	PDP	First Health Part D Premier Plus First Health Part D Essentials
Cambridge Life Insurance Company	First Health Part D	PDP	First Health Part D Premier Plus First Health Part D Essentials
Coventry Health and Life Insurance Company	First Health Part D	PDP	First Health Part D Premier Plus First Health Part D Essentials

- Medicare Advantage products are available in all approved counties within Coventry’s CMS approved service areas.
- PDP products are available in CMS approved regions 1-34; provided, however, PDP products offered by Cambridge Life Insurance Company are only available in the State of New York.
- **First Health Part D Value Plus is not eligible for Commission or Referral fee payments.**

**2014 PARTICIPATING AGENT ADDENDUM
TO THE MASTER AGENT/ BROKER AGREEMENT FOR
AGENTS/BROKERS/PRODUCERS (Agent Level 4)**

Effective as of the date executed by Coventry Health and Life Insurance Company, on behalf of itself and its affiliates (collectively, "Coventry") below, the undersigned individual or agency ("Agent") hereby agrees to be bound by the terms and conditions of the Master Agency/Broker Agreement (the "Agreement"), attached hereto, and the terms and conditions set forth in this Participating Agent Addendum for Agents/Brokers/Producers (Agent Level 4) ("Addendum"). All capitalized terms in this Addendum shall have the meaning ascribed to them in the Agreement.

1. **Commission Rates, Referral Fees and Payment Terms.** The Commission and Referral fee schedule for 2014 Sales and Referrals of Medicare Products is attached to this Addendum as **Schedule A (2014)**. Coventry shall pay Agent the applicable Commission amount or Referral fee set forth in Schedule A (2014), in accordance with the terms and conditions set forth in the Agreement, the Schedule and Coventry's manuals and guidelines. Agent acknowledges and agrees that Schedule A (2014) supersedes any and all prior written or oral agreements on compensation or commission rates, and that compensation set forth in Schedule A (2014) shall be the sole compensation of Agent for Sales or Referrals of Medicare Products with effective dates in 2014. Subject to any CMS limitations or requirements, Coventry may change the Commission amounts and/or Referral Fees and alter any of the terms and conditions this Agreement at any time by providing Agent with written notice.

INTENDING TO BE BOUND, the parties hereto have executed this Participating Agent Addendum as of the date set forth below.

AGENT

COVENTRY HEALTH AND LIFE
INSURANCE COMPANY
(on behalf of itself and its affiliates)

By:
(signature)

By:

Print Name:

Date:

Date:

Name and Address of Agency:

Schedule A (2014)

Commission Rates, Referral Fees and Payment Terms (Agent 4)

The compensation paid by Coventry for the Sale of a Medicare Product for each sales level in this Schedule is the aggregate of the compensation payable to all of the lower Agent levels. To the extent any sales level is not involved in the Sale of the Medicare Product, the Commission payable to such sales level shall roll-up and be payable to the next higher sales level.

A. Commission and Referral Fee Schedules for Medicare Products

2014 Commission Rates. The following are Coventry’s Commission rates for 2014 Medicare Product Sales.

2014 Commission Schedule

Level	CCP							PART D: Essentials		PART D: Premier Plus	
	National Rate		PA Only		Florida Only			All Regions		All Regions	
	Initial	Replacement / Renewal	Initial	Replacement / Renewal	Initial	Replacement	Renewal	Initial	Replacement/ Renewal	Initial	Replacement/ Renewal
Agent 4	\$425	\$213	\$480	\$240	\$425	\$213	\$213	\$56	\$28	\$56	\$28
Agent 3	\$394	\$198	\$448	\$217	\$394	\$198	\$198	\$52	\$26	\$52	\$26
Agent 2	\$353	\$177	\$397	\$191	\$353	\$177	\$177	\$46	\$23	\$46	\$23
Agent 1	\$312	\$156	\$356	\$170	\$312	\$156	\$156	\$40	\$20	\$40	\$20
LOA 7	\$425	\$213	\$480	\$240	\$425	\$213	\$213	\$56	\$28	\$56	\$28
LOA 6	\$394	\$198	\$448	\$217	\$394	\$198	\$198	\$52	\$26	\$52	\$26
LOA 5	\$353	\$177	\$397	\$191	\$353	\$177	\$177	\$46	\$23	\$46	\$23
LOA 4	\$312	\$156	\$356	\$170	\$312	\$156	\$156	\$40	\$20	\$40	\$20
LOA 3	\$188	\$95	\$212	\$99	\$188	\$95	\$95	\$22	\$11	\$22	\$11
LOA 2	\$136	\$69	\$159	\$73	\$136	\$69	\$69	\$16	\$8	\$16	\$8
LOA 1	\$85	\$42	\$97	\$42	\$85	\$42	\$42	\$11	\$6	\$11	\$6

***First Health Part D Value Plus is not eligible for Commissions.**

2014 Referral Fees.

As full compensation for the Referral service for any Medicare Product described in the Agreement, Coventry will pay a one-time referral fee in the amount set forth below to Agent for each Compensated Referral. The compensation for each level in the Schedule below is the aggregate of the Referral fee payable to all of the lower levels in the Schedule. To the extent any level is not involved in the Referral of a Medicare Product, as applicable, the Referral fee payable to such level shall roll-up and be payable to the next higher level.

Level	Referral Fee for Coventry Companies Medicare	Referral Fee for Coventry Companies Part D Plans*
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	Advantage Plans	
Agent 4	\$100	\$28
Agent 3	\$80	\$26
Agent 2	\$70	\$23
Agent 1	\$60	\$20
LOA 7	\$100	\$28
LOA 6	\$80	\$26
LOA 5	\$70	\$23
LOA 4	\$60	\$20
LOA 3	\$50	\$11
LOA 2	\$40	\$8
LOA 1	\$30	\$6

*No Referral fees shall be payable for First Health Part D Value Plus.

Coventry shall pay the Referral fee within 120 days following the effective date of the Referred individual's Medicare Product, as applicable, subject to the terms and conditions of the Agreement.

B. Commission Rules

1. **Commission Cycle.** Unless otherwise established by Coventry in writing, for enrollments with effective dates on or after January 1, 2009 for which Agent receives a renewal Commission, Agent will be eligible to receive renewal Commissions through Year 10 for Medicare Product Enrollees so long as the enrollee remains enrolled in the Medicare Product (subject to CMS and Coventry requirements related to plan changes) and Agent satisfies all requirements to receive a Commission. The renewal cycle will end if the enrollee moves to a different Medicare Product that is not a "like" plan, according to CMS and FMO may be eligible for an initial Commission.
2. **CMS Requirements Regarding Initial and Renewal Commissions.** Coventry and Agent agree to follow all CMS requirements related to the type of commission (initial vs. renewal) and the number of years for which commissions will be paid for all Sales and renewals of Medicare Products. No initial Commission shall be paid by Coventry unless CMS authorizes Coventry to pay such for a particular Sale. In the event of any conflict between this Agreement and this Schedule and the CMS requirements, the CMS requirements shall control. Agent shall have no cause of action against Coventry for any Commission amount that cannot be paid or is recouped by Coventry as a result of CMS requirements.
3. **CMS Requirements Control Commission Payments and Amounts.** All Coventry Commission payments will be in accordance with CMS regulations and guidelines. The parties agree that if CMS prohibits the payment of a Commission or requires the modification of the amount or method of Commission payment under this Agreement, then Coventry may cease paying a Commission or modify a Commission amount or method at any time to comply with CMS rules and regulations and Coventry may recoup any amount from Agent that CMS determines to be inappropriate. Coventry shall have no liability to Agent for any difference in the amount that would be paid under this Agreement and the amount that is subsequently determined to be paid to comply with CMS requirements.

4. **Timing of Payment / Earned Basis.** Coventry shall pay Commissions in a manner and timeframe determined by Coventry in its sole discretion and in accordance with CMS requirements.

Commissions are paid on an earned basis and are based upon a 12 month enrollment beginning January and ending in December. Commissions are earned as Coventry receives Premium from CMS on a monthly basis (i.e., 1/12 per month). In Coventry’s sole discretion, Coventry may choose to pay Commissions in advance of Coventry’s receipt of Premium from CMS. Coventry may reduce the Commission amount or charge back the Agent for any unearned portion of a Commission. All Commission charge backs may be charged against the next Commission payment and/or earned Commissions or offset against any other compensation due or to become due to Agent. If either (i) a policy lapses, terminates or otherwise cancels prior to the Commission being fully earned by Agent or (ii) Coventry terminates Agent for cause prior to the Commission being fully earned by Agent, then the unearned portion of Agent’s Commission shall be charged back by Coventry to the Agent.

Initial Sales and Sales of Unlike Plans:

For Sales of Medicare Products which are confirmed by CMS to be payable as initial year of enrollment or enrollment in an unlike plan type, Coventry will advance the full “Initial Rate” set forth in the 2014 Commission Schedule chart above for such Sale regardless of the effective date of the policy. Below is an example of how the Commission will be paid on the Sale of a Coventry Companies Medicare Advantage Plan under these circumstances (the same methodology will apply to all other Medicare Product initial Sales):

**Example Using 2014 AG4 National New Business Rate
\$425.00**

Effective Date	Number of Months Advanced	Advance Amount
1/1/2014	12 month advance	\$ 425.00
2/1/2014	12 month advance	\$ 425.00
3/1/2014	12 month advance	\$ 425.00
4/1/2014	12 month advance	\$ 425.00
5/1/2014	12 month advance	\$ 425.00
6/1/2014	12 month advance	\$ 425.00
7/1/2014	12 month advance	\$ 425.00
8/1/2014	12 month advance	\$ 425.00
9/1/2014	12 month advance	\$ 425.00
10/1/2014	12 month advance	\$ 425.00
11/1/2014	12 month advance	\$ 425.00
12/1/2014	12 month advance	\$ 425.00

Other Sales:

For Sales of Medicare Products which will not be paid at an initial Commission rate, Coventry will advance a pro-rated amount of the replacement rate set forth in the 2014 Commission Schedule chart above based upon the number of months the beneficiary will be enrolled in such Medicare Product within the initial calendar year. Below is an example of how the Commission will be paid on the Sale of a Coventry Companies

Medicare Advantage Plan under these circumstances (the same methodology will apply to all other Medicare Product replacement/renewal Sales):

Example Using 2014 AG4 National Replacement Rate

$$\text{\$213.00} / 12 = \text{\$17.75}$$

Effective Date	Number of Months Advanced	Advance Amount
1/1/2014	12 month advance	\$ 213.00
2/1/2014	11 month advance	\$ 195.25
3/1/2014	10 month advance	\$ 177.50
4/1/2014	9 month advance	\$ 159.75
5/1/2014	8 month advance	\$ 142.00
6/1/2014	7 month advance	\$ 124.25
7/1/2014	6 month advance	\$ 106.50
8/1/2014	5 month advance	\$ 88.75
9/1/2014	4 month advance	\$ 71.00
10/1/2014	3 month advance	\$ 53.25
11/1/2014	2 month advance	\$ 35.50
12/1/2014	1 month advance	\$ 17.75

All commission payments remain subject to appropriate charge backs and other adjustments in accordance with CMS and Coventry requirements as well as the terms of the Agreement.

Florida County Selection Form For Non-Residents

Would you like to be appointed in the State of Florida? YES No

If yes, please select the counties you plan on selling in.

Must be completed if applying for a Non-Resident Appointment.

An individual licensed and appointed by the State of Florida as a nonresident agent is not permitted to solicit personally in Florida, unless, in addition to a state appointment for the insurer, he/she is appointed to represent the same insurer for each county in which he represents and engages in person in the activities as an agent for the insurer.

01 Dade	15 Manatee	29 Columbia	43 Okaloosa	57 Okeechobee
02 Duval	16 Sarasota	30 Hardee	44 Sumter	58 Calhoun
03 Hillsborough	17 Seminole	31 Suwanee	45 Bradford	59 Franklin
04 Pinellas	18 Lee	32 Indian River	46 Jefferson	60 Glades
05 Polk	19 Brevard	33 Santa Rosa	47 Citrus	61 Flagler
06 Palm Beach	20 St. Johns	34 De Soto	48 Clay	62 Lafayette
07 Orange	21 Gadsden	35 Madison	49 Hendry	63 Union
08 Volusia	22 Putnam	36 Walton	50 Washington	64 Collier
09 Escambia	23 Bay	37 Taylor	51 Holmes	65 Wakulla
10 Broward	24 St.Lucie	38 Monroe	52 Baker	66 Gulf
11 Alachua	25 Jackson	39 Levy	53 Charlotte	67 Liberty
12 Lake	26 Osceola	40 Hernando	54 Dixie	
13 Leon	27 Highlands	41 Nassau	55 Gilchrist	
14 Marion	28 Pasco	42 Martin	56 Hamilton	



ACKNOWLEDGEMENT AND AUTHORIZATION FOR CONSUMER REPORTS

Aetna Incorporated

In connection with your application to become an authorized agent to sell insurance products offered by affiliates of Aetna Incorporated, you understand that consumer reports or investigative consumer reports may be requested about you including information about your character, general reputation, personal characteristics and mode of living, employment record, education, qualifications, criminal record, driving record, credentials, and/or credit and indebtedness, and may involve personal interviews with sources such as supervisors, friends, neighbors, associates, public record or various Federal, State, or Local agencies. A consumer report containing injury and/or medical information may be obtained after a tentative offer of a contract to be an agent for Aetna Incorporated has been made.

You hereby authorize the obtaining of such consumer reports and investigative consumer reports at any time after execution of this authorization. By signing below, you hereby authorize without reservation, any party or agency contacted by Aetna Incorporated, or the consumer reporting agency acting on behalf of Aetna Incorporated, to furnish the above mentioned information. You further authorize ongoing procurement of the above mentioned reports at any time during your continued contractual relationship with Aetna Incorporated. You also agree that a fax or photocopy of this authorization with your signature shall be accepted with the same authority as the original.

For California, Minnesota or Oklahoma applicants only, if you would like to receive a copy of the consumer report, if one is obtained, please check this box.

For California applicants only, if public record information is obtained without using a consumer reporting agency, you will be supplied a copy of the public record information unless you check this box waiving your right to obtain a copy of the report.

Printed Name:

Signature:

Date:

Social Security #:

Home Address:

Other Names Used:

Include Maiden or Name Changes, No Direct Derivatives Ex: Susan vs. Sue, David vs. Dave, etc.

DL #:

State:

DOB:

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Name

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

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

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Contract Name:		
Address:		
Name of Principal:		
Telephone Numbers	Primary:	Mobile:
What states do you Market:		
Number of Agents to Contract in Downline:		
Agent Type:	Field Service Rep Telesales Employee Independent	
E-mail address:		
How Long in Business:	How Long in Senior Market:	
List of Current Carrier Contracts (Continue on a separate Sheet if necessary)	Effective Date of Contract	
	Effective Date of Contract	
	Effective Date of Contract	
Senior Business Volume To-Date for Current Calendar Year \$	Annual Premium Est.	Or Number of New Members YTD
Senior Business Volume for Previous Calendar Year \$	Annual Premium Est.	Or Number of New Members YTD
(For Aetna Incorporated Use Only)		
Approved By:		
Signature		Date:
Print Name and Title		

PRODUCER AGREEMENT

You have accessed the *Aetna Marketing Agreement for Producer Agents* (the “Producer Agreement”).

PLEASE PROCEED TO REVIEW AND EXECUTE THIS AGREEMENT IF YOU:

- Receive no commissions or overrides for sale of Medicare products made by another person, including those employed by you, contracted by you or otherwise;
- Have no downlines; AND
- Have no employees who sell Medicare products; and
- In case where Agent is an entity, only Authorized Owners (as described on the signature page to the Producer Agreement) are selling or referring Medicare products.

STOP! DO NOT SIGN THIS AGREEMENT AND CONTACT YOUR UPLINE TO DETERMINE THE CORRECT CONTRACT FOR YOU IF YOU:

- Receive commissions or overrides for a sale of Medicare products made by someone other than yourself; OR
- Have downlines; OR
- Have employees selling Medicare Products.

**AETNA MARKETING AGREEMENT
FOR PRODUCER AGENTS**

INDIVIDUAL MEDICARE ADVANTAGE PLANS, MEDICARE ADVANTAGE PLANS WITH MEDICARE PRESCRIPTION DRUG
COVERAGE AND MEDICARE PRESCRIPTION DRUG PLANS

This producer marketing agreement (this "**Agreement**"), is made between Aetna Life Insurance Company, a Connecticut corporation, on behalf of itself and its affiliates ("**Aetna**") and the undersigned agent ("**Agent**") (individually, each a "**Party**," and collectively, "**Parties**"). This Agreement shall become effective as set forth in Section 8.1. To signify they have read, fully understand, and agree to the terms and conditions of this Agreement set forth below, the Parties have signed below:

AETNA LIFE INSURANCE COMPANY

By: _____
Name: Armando Luna, Jr.
Title: Vice President

Aetna's signature on this Agreement shall be deemed null and void if Aetna deems the following requirements not satisfied:

Agent's background check is satisfactory;

Agent does not appear on the OIG List (defined herein) or Specially Designated Nationals and Blocked Persons list published by the Office of Foreign Assets Control of the U.S. Department of Treasury;

Agent is properly licensed in the states in which Agent intends to Sell;

Agent is properly appointed, as required by state law;

nomoreforms™ contracting process is complete.

For purposes of **Section 10.6** of this Agreement:

Aetna
Broker Services Department
2222 Ewing Road
Moon Township, PA 15108
Telephone Number: (866) 714-9301
Fax: (724) 741-7285
Email Address: BrokerContracts@aetna.com

Producer Guide and other information available at:
<http://www.aetna.com/insurance-producer.html>
<http://broker.cvtty.com>

AGENT

Print Agent name:

By: _____
Name of Signatory:

Title:

Is the upline an entity? Yes No
(i) If entity, indicate entity type (corporation, limited liability company, etc.) and state of formation:

Type:

State:

(ii) If entity, list names of sole proprietor, shareholder(s), member(s), partner(s) or other owner(s) who are licensed agents and will be Selling or Referring under this Agreement (collectively, "Authorized Owners"):

Tax ID No.:

For purposes of **Section 10.6** of this Agreement:

Postage Address:

Telephone Number:

Facsimile:

Email Address:

SECTION 1 – DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

Annual Certification Process: means the programs, processes, and trainings set forth in the Producer Guide.

Applicable Law: means any and all state and federal laws, statutes and regulations as well as CMS or other government agency instructions, guidance, and directives relating to Medicare Advantage and Part D programs (including federal laws and regulations designed to prevent fraud, waste, and abuse, including but not limited to applicable provisions of federal criminal law, the False Claims Act (32 U.S.C. §§ 3729 *et seq.*), and the anti-kickback statute (Section 1128B(b) of the Social Security Act)) and/or the activities carried out under this Agreement. Applicable Law includes, but is not limited to: 42 C.F.R. parts 422 and 423, the MMG, the Health Insurance Portability and Accountability Act (“HIPAA”) and related privacy and security rules, and any and all state, federal, or other laws and regulations governing Sales, insurers, and agents and brokers (including licensure and appointment of insurance brokers and agents).

Business Day: means Monday through Friday, excluding federal holidays.

Certified: means the completion and satisfaction, annually, of all of the requirements of the Annual Certification Process as set forth in the Producer Guide.

CMS: means the Centers for Medicare and Medicaid Services, the agency within the Department of Health and Human Services that administers the Medicare program.

Commissions: means the amount paid for the Sale and Renewal of Medicare Products, as more fully described in Section 6 and **Appendix A** (including **Schedule 1** to **Appendix A**) which is attached hereto and incorporated herein by reference.

Compensable Referral: means a Qualified Referral that results in an enrollment in a Medicare Product for a duration of at least three months.

Like Plan: means a “like plan type” as described by CMS in the applicable MMG.

Medicare Advantage Plan(s): means those Medicare Advantage plans offered by Plans, approved by CMS and Sold or Referred to an eligible Medicare beneficiary by Agent on behalf of Aetna, which are set forth on **Appendix B**, if any.

Medicare Product(s): means Medicare Advantage Plans and Part D Plans.

Medicare Product Enrollee: means an individual who is enrolled in a Medicare Product.

MMG: means the Medicare Marketing Guidelines as published by CMS.

nomoreforms: means a vendor who provides a platform for onboarding, contracting and other administrative processes with respect to Agents contracted with Aetna, all in compliance with Aetna’s instructions.

Part D Plan(s): means those stand alone Medicare Part D prescription drug plans offered by Plans, approved by CMS and available for Sale or Referral under this Agreement, to an eligible Medicare beneficiary by Agent on behalf of Aetna, as set forth on **Appendix B**, if any.

Plans: means Aetna Life Insurance Company and its affiliates who have contracts with CMS to offer Medicare Advantage Plans or Part D Plans in the service areas set forth in **Appendix B**, which is attached hereto and incorporated herein by reference.

Premium(s): means any and all monies collected by Aetna from CMS and/or Medicare beneficiaries, as applicable, which monies are designated as premiums for Sales or Referrals by Agent under the terms and conditions of this Agreement.

Principal: means the individual that is an employee, owner, member or partner of Upline, appointed by Upline to act on behalf of Upline. Upline has granted such individual authority to legally bind Upline.

Producer Guide: means an online guide (as updated periodically) which contains Aetna's rules and processes for Agents and Uplines regarding Sales and Referrals. The Producer Guide also includes sales support tools, and sales and distribution policies to guide agents and brokers on the process of contracting, certifying, and managing Sales.

Qualified Referral: means only those Referrals that meet the requirements set forth in Section 3.14.

Ready to Sell: means Agent has received a written confirmation from Aetna specifying that Agent has completed all requirements and may commence Selling as described in the written confirmation, subject to the terms and conditions of this Agreement.

Reasonable Efforts: means, with respect to a given obligation, the efforts that a reasonable person in a party's position would use to comply with that obligation as promptly as possible.

Refer, Referral, Referring or Referred: means an activity (whether used as a noun or a verb) whereby an Agent directs to Aetna a beneficiary for advice on enrollment in a Medicare Product.

Renewal: has the meaning given to such term in **Appendix A**.

Retail Sales Program: means Sales activities conducted in retail pharmacy and healthcare settings in accordance with CMS rules, regulations and guidance and Aetna's policies and procedures.

Sale(s), Sell, Selling, or Sold: means the soliciting, offering and/or presenting of Medicare Products to a Medicare beneficiary.

Same Plan: means a Medicare Product where there is no application required to continue coverage under that Medicare Product during any CMS defined enrollment period.

Unlike Plan: means an "unlike plan type" as described by CMS in the applicable MMG.

Upline: means any and all agencies or agents who receive an override with respect to Agent's Sales or Referrals (including the agent or agency who recruited Agent up to the top of the hierarchy), as identified by Aetna.

SECTION 2 –AUTHORIZATION AND APPLICABILITY

- 2.1. **Authorization of Agent.** Subject to the terms and conditions of this Agreement, once Agent has Certified and complied with other requirements set forth in the Producer Guide to obtain “Ready to Sell” status with Aetna, Aetna authorizes Agent to: (a) Sell and market Medicare Products to Medicare eligible individuals in the service areas set forth in **Appendix B**; and (b) perform the duties described in this Agreement and in the Producer Guide in accordance with Applicable Law and such reasonable rules and instructions as may be provided in writing by Aetna to Agent.
- 2.2. **Limit of Authorization.** Agent shall have no authority to: (a) make or discharge contracts for Aetna; (b) reject or accept any Medicare beneficiary solicited by Agent; (c) quote extra rates for special risks; (d) make endorsements; (e) incur any liability on behalf of Aetna; (f) waive, alter or amend the performance, provisions, terms or conditions of any contract for Aetna; (g) accept or collect Premiums, including Premiums at the time of enrollment; or (h) bind Aetna in any way. Except as permitted and/or required by this Agreement, Agent is not authorized to make any payment to any party in connection with this Agreement or any Medicare Products unless such payment is first authorized by Aetna.
- 2.3. **Applicability of Agreement.** To the extent Agent has or had an agreement (related to Sales) with Aetna Life Insurance Company (or its affiliates, including Coventry Health and Life Insurance Company or affiliates) that terminated December 31, 2014 in its entirety or with respect to Medicare plans, this Agreement shall be applicable as to all Medicare Products with effective dates of January 1, 2015 and after, and any activities related to the Sale, Referral or marketing thereof. With respect to all policies Sold and/or Referred with an effective date prior to January 1, 2015, such policy and any activities of Agent relating to such Sale or Referral are governed by that prior agreement between Agent and the respective Aetna affiliate, if any.

SECTION 3 –OBLIGATIONS OF AGENT

3.1 **Generally Applicable; With respect to Sales; With respect to Referrals.**

a. **Generally Applicable.**

The following provisions apply to Agent:

- (i) Agent shall adhere to all of Aetna’s written policies, rules, regulations, and field communications in regard to Medicare Products (including those contained in the Producer Guide).
- (ii) If Agent is an entity, Sales and/or Referrals may only be made by Authorized Owners (identified on the signature page hereto).
- (iii) Agent may not employ or contract with any other person for such person to Sell or Refer.
- (iv) If Agent is an Entity, Agent shall ensure that all employees and Authorized Owners of Agent perform their services in a manner that is compliant with the

terms of this Agreement. Agent is prohibited from delegating any of Agent's obligations under this Agreement.

b. Obligations of Agent with respect to Sales.

The following obligations are only applicable to Agent, if Agent intends to Sell or is Selling.

- (i) Prior to Selling, Agent must be properly licensed and appointed in accordance with Applicable Law in each state where Agent intends to or is Selling. Agent must notify Aetna immediately if any of Agent's licenses is suspended or revoked. In addition, Agent must be Certified prior to Selling. Agent must maintain evidence of the foregoing.
- (ii) Agent shall participate in periodic training programs offered by its Upline.
- (iii) Agent may only Sell Medicare Products in the approved service areas set forth on **Appendix B**, where Agent is Ready to Sell.
- (iv) Agent can not Sell until Agent obtains "Ready to Sell" status. In no event shall Aetna pay any Commissions for Sales made by a non-contracted or terminated for cause person or entity, or a person or entity who is not Certified.

c. Obligations of Agent with respect to Referrals:

The following obligations are only applicable to Agent if Agent intends to Refer or is Referring.

- (i) In order to Refer, Agent's appropriate license must be in good standing in the state of Sale and Agent must have satisfactorily passed a background check, in Aetna's sole discretion.
- (ii) Agent shall participate in education events conducted by its Upline on how to Refer.
- (iii) Agent shall Refer Medicare beneficiaries to Aetna in accordance with the requirements set forth herein and in the Producer Guide.
- (iv) In no event shall Aetna pay any Referral fees for Referrals made by a non-contracted or terminated for cause person or entity.

3.2 Presentation of Medicare Products for Sales; Requirements for Referrals.

a. With respect to Sales, Agent shall:

- (i) present Medicare Products to Medicare beneficiaries only in a factually accurate manner and in accordance with the Producer Guide;

- (ii) not present the Medicare Products to individuals that Agent knows are not qualified to enroll in such Medicare Products based upon CMS and Aetna guidelines in effect at the time of the presentation;
- (iii) not materially misrepresent Aetna or the Medicare Products or Aetna's health care delivery system;
- (iv) utilize only Aetna authorized Sales materials or Upline materials approved and provided by Aetna in accordance with Section 7 below;
- (v) adhere to Aetna rules and instructions, and Applicable Law in regard to Sales and enrollment in Medicare Products; and
- (vi) use Reasonable Efforts to support the relationship between Aetna and Medicare Product Enrollees.

Agent agrees not to make any changes to any forms provided by Aetna in connection with the Medicare Products without Aetna's prior written consent.

- b. With respect to Referrals, the following provisions apply: Agent shall provide qualified individuals (as described in Section 3.14) with Aetna's "leave-behind" materials, which will enable the individuals to contact Aetna directly, either by telephone or by website, to have their questions answered about a Medicare Product and/or to enroll in a Medicare Product. Agent agrees not to make any changes to any forms provided by Aetna in connection with the Medicare Products without Aetna's prior written consent. Agent shall adhere to Aetna rules and instructions, and Applicable Law in regards to Referrals.

3.3 **Producer Guide.** Agent shall comply with the terms and conditions of Producer Guide. The Producer Guide is available on the websites listed on the signature page. The Producer Guide is hereby incorporated herein by reference.

3.4 **Enrollee Applications for Sales.** In connection with Sales, Agent shall be responsible for obtaining complete and accurate enrollment applications for Medicare Products from eligible Medicare beneficiaries. If the enrollment application is completed on paper, upon Agent's receipt of a signed enrollment application, Agent must submit that application to Aetna, and, if required, a related scope of appointment. Aetna must receive such signed paper enrollment application within two calendar days of Agent's receipt of that application. If Agent completes an electronic enrollment application for a Medicare beneficiary through an Aetna approved electronic application as described in the Producer Guide, upon Agent's completion of that electronic enrollment application, Agent must submit that application to Aetna, and, if required, a related scope of appointment. Agent is prohibited from obtaining any applications from prospective or current Medicare Product Enrollees for an open enrollment period prior to the first day of open enrollment, October 15th (or such other date established by CMS). No online enrollments completed through Agent's website will be accepted by Aetna unless Agent has entered into a separate agreement with Aetna with respect to such online enrollments. Notwithstanding the foregoing, Aetna may, in its sole discretion, provide written consent permitting Agent to link its website to Aetna's website for the purposes of an applicant completing an enrollment in a Medicare Product. Aetna

reserves the right, in its sole discretion, to reject an Agent as the writing agent for any enrollment application received by Aetna.

- 3.5 **Complaints.** Agent shall promptly report to Aetna any complaints, reviews, investigations, proceedings or inquiries, by any individual or any federal or state agency, governmental body, court or other tribunal of competent jurisdiction, of which it becomes aware regarding Agent, Upline or Aetna, or any activities contemplated by this Agreement. Agent shall cooperate with Aetna in the investigation of any such complaint, review, investigation, proceeding or inquiry and in the implementation of any corrective action plan developed to respond thereto. Agent shall respond no later than five Business Days, or if required for Aetna to be in compliance with law or other regulatory requirements, no later than 48 hours upon receipt of a request from Aetna for information. Aetna shall be solely responsible for developing and submitting responses to all complaints, investigations, reviews, proceedings or inquiries received by Agent related to Aetna or Medicare Products. Agent shall be responsible for responding to any complaints, investigations, reviews, proceedings or inquiries addressed to Agent related to the Sale of Medicare Products or Agent's sales practices. Agent shall provide a copy of any such complaints, investigations, reviews, proceedings or inquiries to Aetna and shall provide a copy of its response prior to submitting such response to the complainant/regulator. Agent shall reimburse Aetna for any fines or penalties awarded or assessed against Aetna as result of Agent's actions. Aetna may recoup such fines or penalties by offsetting such amounts against any Commission or Referral fee amounts due from Aetna to Agent under this Agreement or other compensation due from Aetna.
- 3.6 **Valid License.** Agent shall maintain all necessary licenses in such states where required for purposes of performance under this Agreement. Agent shall notify Aetna immediately of any cancellation or suspension of any such license held by Agent.
- 3.7 **Remittance of Premiums.** In the event Agent inadvertently receives Premiums from a Medicare Product Enrollee, all such moneys or negotiable instruments Agent receives for or on behalf of Aetna shall be held by Agent as trustee for Aetna and shall not be used by Agent for any purposes whatsoever. All Premiums coming into the possession of Agent for Aetna's products shall be promptly remitted to Aetna no later than five calendar days of receipt.
- 3.8 **Maintain Insurance.** Agent shall maintain errors and omissions insurance reasonably sufficient to cover any liability, but no less than \$1,000,000 per incident/\$3,000,000 per year, or such other amounts accepted by Aetna. Such insurance policy must cover liability that Agent may incur as a result of presenting Medicare Products and liability for Agent's actions or omissions related in any way to this Agreement.
- 3.9 **Maintenance of Records.** Agent shall maintain, and provide access to, complete and accurate records as set forth in **Appendix D** (including **Schedule D-1** thereto), which is attached hereto and incorporated herein by reference.
- 3.10 **Regulatory Provisions.** Agent agrees that it will comply with all the provisions set forth in **Appendix D** (including **Schedule D-1** thereto).
- 3.11 **Appointment of Agents.** Aetna may require an Upline or Agent to be responsible for any fees associated with the appointment of the Agent by Aetna. In its sole discretion, Aetna may

refuse to appoint, refuse to grant Ready to Sell status, or discontinue or terminate the appointment of any Agent at any time. In the case of termination, Aetna will comply with any written notice requirements of applicable state law.

- 3.12 **Sales Events.** Agent shall provide Aetna with prior notice of any Sales meetings or events that Agent intends to conduct in accordance with the requirements set forth in **Appendix D**. For one on one meetings with Medicare beneficiaries, Agent is not required to provide notice under this Section 3.12 or **Appendix D**.
- 3.13 **Use of Sales/Lead Generators.** If Agent operates or contracts with a Sales or lead generating service, Agent shall notify Aetna prior to operating or using such Sales or lead generating service for Medicare Product Sales in accordance with the Producer Guide. Upon Aetna's request, Agent shall provide Aetna with a copy of any telephone scripts used by such Sales or lead generating service to make appointments with Medicare beneficiaries and such Sales/lead generators shall comply with the terms and conditions of this Agreement, including but not limited to, CMS rules regarding unsolicited telephone calls.
- 3.14 **Referral Requirements.** Agent shall be subject to any and all requirements relating to Referrals which are set forth in this Agreement and the Producer Guide. Agent may only submit Referrals to Aetna for Medicare Advantage Plans for individuals who meet the following qualifications: the Referred individual must (i) have both Medicare Parts A and B; (ii) live in the product service area; (iii) be otherwise qualified to enroll in a Medicare Advantage plan; (iv) have a relationship with Agent (typically as a current client); (v) have expressed interest in a Medicare Advantage plan; and (vi) understand that he/she must contact Aetna directly by telephone or website to answer any questions about the Medicare Advantage Plans available to beneficiary and/or enroll in the plan. Agent may only submit Referrals to Aetna for Part D Plans for individuals who meet the following qualifications: the Referred individual must (i) be entitled to Medicare benefits under Part A or enrolled in Medicare Part B; (ii) live in the product service area; (iii) be otherwise qualified to enroll in a Medicare Part D plan; (iv) have a relationship with Agent (typically as a current client); (v) have expressed interest in a Medicare Part D plan; and (vi) understand that he/she must contact Aetna directly by telephone or website to answer any questions about the Part D Plan and/or enroll in the plan.
- 3.15 **Retail Sales Program.** Notwithstanding anything to the contrary contained in this Agreement, if Agent, Upline and as applicable, Principal of Agent's immediate Upline, satisfy the criteria set forth below, Agent shall be authorized to Sell and receive Commission as part of Aetna's Retail Sales Program at certain retail pharmacies and healthcare provider locations designated by Aetna. The Commission amount paid in respect of Sales made under the Retail Sales Program is the same Commission amount paid for other Sales. In addition to any other requirements set forth in this Agreement for payment of Commissions, the following must be satisfied for an Agent to participate in the Retail Sales Program and to receive a Commission under the Retail Sales Program:
- a. Agent and Agent's immediate Upline must be Ready to Sell;
 - b. Principal of Agent's immediate Upline must be Certified;

- c. Agent and Principal of Agent's immediate Upline must have successfully completed the retail certification module in Medicare Products training;
- d. Agent must assist Aetna in meeting staffing and coverage requirements of retail pharmacies and healthcare providers, as necessary; and
- e. Agent must have requested to Sell at a particular Aetna-designated retail location, and Aetna must have approved such request.

If Agent, Agent's immediate Upline or the Principal of Agent's immediate Upline fails to meet any of these criteria or Sells at a location other than a retail location designated by Aetna, any and all Commissions for those Sales will be forfeited. All Sales and Commissions are subject to the additional terms and conditions of this Agreement.

SECTION 4 – OBLIGATIONS OF AETNA

- 4.1 **Duty to Pay.** Subject to the terms and conditions of this Agreement, Aetna shall pay Commissions for Sales, Commissions for Renewals, and Referral fees for Compensable Referrals in accordance with Section 6 and **Appendix A**.
- 4.2 **Monitoring by Aetna.** Aetna shall monitor all responsibilities performed by Agent on an ongoing basis. Aetna is ultimately responsible to CMS for the performance of all services under this Agreement.
- 4.3 **Changes in Medicare Products.** Aetna will provide written notice to Agent of any changes to Medicare Products either within (a) 15 days of CMS approval of such changes; or (b) 10 days prior to the annual open enrollment period.
- 4.4 **General Obligations of Aetna.** Aetna shall be responsible for the following:
 - a. Creating marketing materials for the Medicare Products and obtaining CMS approval for such marketing materials, in accordance with Section 7;
 - b. Upon receipt of a completed enrollment application from Agent, processing the applications with CMS, enrolling qualified applicants in Medicare Products, and issuing required policies, certificates, ID cards and correspondence;
 - c. Making all required reports and submissions to CMS;
 - d. Billing and collecting all Premiums from Medicare Product Enrollees in accordance with CMS requirements; and
 - e. Sales and enrollment of beneficiaries into a Medicare Product that Agent has Referred.

SECTION 5 – MEMBERSHIP

- 5.1 **No Rolling of Membership.** Upon termination of this Agreement, Agent agrees that it will not induce, or attempt to induce any Medicare Product Enrollee to terminate his or her relationship with Aetna.

SECTION 6 – COMPENSATION

6.1 Compensation.

- a. During the term of this Agreement as described in Section 8.1, Aetna will pay a Commission to Agent for all new Sales in accordance with **Appendix A** (and **Schedule 1** thereto). Aetna shall have no obligation to pay Commission to Agent for a Sale that does not meet the requirements of this Agreement or the Producer Guide, and Aetna may recoup, by means of an offset or otherwise, any Commission paid to Agent for any Sale that was not in accordance with the requirements of this Agreement or the Producer Guide.
- b. Aetna will pay Agent a one-time Referral fee for each Compensable Referral in accordance with **Appendix A** (and **Schedule 1** thereto). Aetna shall have no obligation to pay Agent a Referral fee for any Referral that is made in violation of the requirements of this Agreement or the Producer Guide. Agent shall refund or Aetna may offset any amounts paid to Agent for a Referral that was not in accordance with the requirements of this Agreement or the Producer Guide.
- c. Aetna will only pay Commissions for Renewals while this Agreement is in effect and upon a termination without cause pursuant to Section 8.2 (Termination without Cause) or Section 8.7 (Change of Control). Aetna will not pay Commissions for Renewals to Agent if this Agreement is terminated for any other reason. Aetna will pay Commissions for Renewals as set forth on **Appendix A** and **Schedule 1** thereto. In order to receive a Commission for a Renewal, Agent must comply with the requirements set forth in this Agreement.
 - (i) Following termination of this Agreement, should a Medicare Product Enrollee contact Agent seeking advice on whether to renew or change policies, or seeking any other advice on Medicare Products, Agent must direct such Medicare Product Enrollee to Aetna's customer service to handle the questions raised. Should Agent fail to do so, Aetna may, in its sole discretion, terminate payment of Commissions for Renewals to such Agent.
 - (ii) Where an Agent is not Certified, properly licensed or properly appointed for any period of time during which Commission would be payable with respect to a Renewal ("Lapsed Period") but subsequently becomes Certified and/or properly licensed and/or properly appointed as required, Agent shall not be retroactively eligible for any Commissions that otherwise would have been payable for Renewals during the Lapsed Period, but shall be eligible to earn Commissions for Renewals again beginning the first day of the month following the end of the Lapsed Period.
- d. In general, all Commission and Referral fee payments will be made by electronic fund transfer. Agent must execute all documents reasonably necessary for Aetna to effectuate electronic fund transfers with Agent's bank account. Aetna may not pay Commissions or Referral fees to Agent until such documentation is accurately completed and the Agent's bank accepts such fund transfers. Agent may only assign Commission or Referral fee payments to (i) an individual who is Certified, and properly

licensed and appointed in the state of Sale or (ii) a business entity, if Agent is an owner, shareholder, member or partner of such entity, and the entity is properly licensed and appointed in the state of Sale (if required by the state). In case of a permissible assignment under this Section 6.1(d), Agent must provide to Aetna documentation of the assignment of Commissions and/or Referral fee payments in accordance with the Producer Guide's requirements.

- 6.2 **Adjustment of Compensation.** Aetna may adjust the Commission rate set forth in **Schedule 1 to Appendix A**. Aetna shall provide written notice to Agent of any such adjustment at least 30 days prior to the effective date of such change. Agent shall be paid the Commission amount based on the rate that is in effect pursuant to the terms of this Agreement or any amendment hereof on the Medicare Product's policy effective date, unless Applicable Law requires otherwise. In addition, Aetna may adjust the Referral fees at any time by providing written notice to Agent of any such adjustment at least 30 days prior to the effective date of such change. Agent shall be paid the Referral fee that is in effect pursuant to the terms of this Agreement or any amendment hereof on the Medicare Product's policy effective date, unless Applicable Law requires otherwise. Notwithstanding the foregoing, Aetna may adjust the amount of any Commission rate (including those payable for Renewals as described in **Appendix A**) and/or Referral fee and/or modify **Schedule 1 to Appendix A** unilaterally and without prior notice to Agent to comply with Applicable Law (including CMS guidance or direction).
- 6.3 **Timing of Payments.** Aetna shall pay Agent its Commissions and Referral fees in accordance with the time frames set forth in **Appendix A**.
- 6.4 **Commissions or Referrals Fees Paid in Error.** In the event Aetna pays a Commission or Referral fee to Agent due to error, regardless of the party responsible for the error, Aetna may collect such amount thereof directly from Agent, offset any future Commissions, Referral fees or other amounts payable to Agent by Aetna against such amount, or in the case of an underpayment pay such amount due to Agent; provided, however, that: (a) in the case of an underpayment or no payment, Aetna is not required to pay any amount due to Agent if Agent does not notify Aetna of such underpayment within 24 months of the date of the erroneous Commission or Referral fee payment or for a missing payment, within 24 months of the policy effective date; and (b) in the case of an overpayment, Aetna may only seek a refund of a Commission overpayment if Aetna notifies Agent within 24 months of the date of the erroneous payment. If Aetna has initiated a collection related to a Commission or Referral fee overpayment within the 24 month period described in the preceding sentence, then there shall be no time limit, subject to state law, on Aetna's ability to pursue collection of such overpayment. This 24 month limitation on any erroneous Commission or Referral fee payment shall not apply (i) in cases of fraud or violations of Applicable Law by Agent or (ii) a determination by CMS that a person was improperly enrolled or not enrolled in a Medicare Product. In instances where Agent was paid a Commission or Referral Fee that was in violation of Applicable Law or which involved fraud, Aetna also shall have the right, without time limitation, to offset any amounts due from Agent to Aetna under this Agreement against any amounts payable to Agent under this Agreement or otherwise. These rights are in addition to any other rights or remedies Aetna may have under this Agreement or otherwise.

6.5 **Termination of a Medicare Product.** Aetna shall have the sole right at all times to reject applications for Medicare Products in accordance with Medicare laws, regulations and CMS guidance. In addition, Aetna and Medicare Product Enrollees may terminate the Medicare Product policy in effect in accordance with Applicable Laws. In the event that any application for a Medicare Product is rejected or a Medicare Product Enrollee's coverage is terminated, Aetna shall retain only the Premiums related to the period of time that the Medicare Product was in effect and Aetna shall refund Premiums for the period of time that the Medicare Product was not in effect in accordance with Applicable Laws. Notwithstanding the foregoing, retroactive terminations of a Medicare Product Enrollee's coverage thereunder shall only take place in accordance with the terms and conditions of the coverage and/or Applicable Laws.

If Premiums are refunded to CMS or individuals, for any reason whatsoever, Agent shall promptly reimburse Aetna for any and all Commissions paid to Agent based on such refunded Premiums. Aetna may offset any amounts payable to Agent (including future Commissions) against such amount.

6.6 **Notice of Service Change.** If Agent discontinues Agent's association with Upline while this Agreement is in effect, subject to the terms of this Agreement (including Section 6 and **Appendix A**), Aetna shall continue to pay a Commission to Agent .

6.7 **Direct Sales.** In no event will Commissions be paid to Agent on Sales made by or Medicare Products serviced by anyone other than Agent, including Aetna employees, if Agent was not involved in the Initial Sale.

6.8 **Change of Control of Agent.** If there is an effective change of control of Agent, Aetna will abide by the terms of the documentation provided by Agent evidencing a change of control. Such documentation shall include the agreement related to such change of control fully executed by the parties involved or state filings showing the effective date of such change of control. Aetna shall determine, in its sole discretion, whether such evidence provided by Agent sufficiently documents a change of control. Notwithstanding the foregoing, Aetna shall have the right to terminate this Agreement pursuant to Section 8.7. Change of control means a transfer of ownership of Agent. A change of control can not occur when Agent is an individual. A change of control does not include a sale or transfer of assets of Agent; provided however, a sale or transfer of assets would be subject to Section 10.4.

6.9 **Rapid Disenrollment.** Unless otherwise permitted by CMS guidance, if a Medicare Product Enrollee disenrolls or is disenrolled from a Medicare Product within 3 months of his or her enrollment in a Medicare Product (a "Rapid Disenrollment"), no compensation shall be paid by Aetna to Agent for that Sale. If compensation is paid by Aetna for a Sale, and a Rapid Disenrollment thereafter occurs, then Agent shall refund such compensation paid by Aetna for such enrollee. Aetna may deduct any compensation amounts paid to Agent for a Rapid Disenrollment from amounts Aetna otherwise owes to Agent. In order to not be a Rapid Disenrollment, the newly enrolled Medicare beneficiary must remain enrolled with Aetna into the fourth month, i.e., if the individual enrolled with Aetna on January 1, the individual must still be enrolled with Aetna on April 1 of the same calendar year. An enrollment that occurs during the fourth quarter of a calendar year is also not considered a Rapid Disenrollment if such individual remains enrolled through the end of the same calendar year. In addition, no recoupment, chargeback, refund or deduction shall be made if CMS guidance

permits payment of Commission for such Rapid Disenrollment with respect to the period that the Medicare Product Enrollee was actually enrolled.

- 6.10 **Effect of Termination of Agreement on Commission.** Subject to the conditions set forth in this Agreement (including those set forth in Section 6 and **Appendix A**), in the event this Agreement is terminated pursuant to Section 8.2 (Termination without Cause) or Section 8.7 (Change of Control), Agent may receive Commissions for Renewals following the termination date. In the event of a termination of this Agreement for any other reason, Agent shall have no right to receive any Commissions or Referral fees following the termination date.
- 6.11 **Commission Determined by Hierarchy Form.** Aetna shall pay Commissions and Referral fees to Agent in accordance with the hierarchy level indicated on the hierarchy transmittal form sent to Aetna by Agent's immediate Upline. **Schedule 1 to Appendix A** reflects the hierarchy level indicated by Agent's immediate Upline.
- 6.12 **Enrollee plan changes.** In the event that a Medicare Product Enrollee changes plans, Commissions shall be payable (or not payable) in accordance with **Appendix A**.
- 6.13 **Offsets.** At any time, either before or after the termination of this Agreement, Aetna shall have the right to offset any amounts due from Agent to Aetna under this Agreement or otherwise against any amounts payable to Agent. Aetna may utilize debt collection services and/or agent accreditation services for purposes of collecting debts of Agent, the costs of which shall be borne by Agent. These rights are in addition to any other rights or remedies Aetna may have under this Agreement or otherwise.
- 6.14 **Suspension of Commission Payments.** Aetna may suspend Agent's Commission or Referral fee payments if Agent fails to comply with the requirements of this Agreement, is the subject of or involved in any complaint, or fails to cooperate in Aetna's investigation of a complaint. Aetna shall provide Agent with notice of such suspension and such suspension shall remain in effect until the resolution of the issue that caused the suspension. If this Agreement is terminated with cause by Aetna during a suspension of Commission or Referral fee payments, Aetna will cease paying any unpaid and future Commissions (for Initial Sales and Renewals) or Referral fees and Agent shall forfeit all rights to any suspended Commission or Referral fee payments. If this Agreement is terminated without cause, any suspended Commission or Referral fee payments will be paid to Agent.
- 6.15 **No Additional Payment.** Agent's only form of compensation under this Agreement shall be the compensation set forth in Section 6.1 and **Appendix A**. Agent is prohibited from charging any insured or applicant for a Medicare Product any fee or charge whatsoever.

SECTION 7 - MARKETING MATERIALS

- 7.1 **Promotional Material.** Agent shall not broadcast, publish, advertise or otherwise distribute any material not originated by Aetna or referring to Aetna or the Medicare Products, or other insurance policies or products issued by Aetna or any of its affiliates, unless and until such material has been (a) submitted to Aetna for review and (b) approved by Aetna in writing. Aetna will approve or disapprove such promotional materials in writing within a reasonable time after submission (such time will include review and approval by CMS, where required).

It shall be Aetna's responsibility and cost to assure all promotional materials and Sales practices are in compliance with CMS requirements.

- 7.2 **Agent Marketing and Printing.** Costs for Medicare Product marketing materials shall be allocated as follows:
- 7.2.1 Aetna shall furnish to Agent, at Aetna's expense, all standard Medicare Product forms, applications, and marketing materials that Aetna develops and utilizes for its own marketing of such products. Such materials shall be provided in reasonable amounts, as determined by Aetna in its sole discretion, upon a request by Agent.
- 7.2.2 Any custom forms, applications, over-prints or marketing materials requested and submitted to Aetna by Agent, and approved by Aetna pursuant to Section 7.1, shall be printed and distributed at Agent's expense, unless otherwise agreed to by Aetna.
- 7.3 **Ownership of Marks.** The name, trade names, trademarks, graphics, trade devices, service marks, insignias, symbols, codes, logotypes, logos, and other brand elements (collectively, the "Marks") and any advertising materials of either party are and at all times shall remain the property of the respective party ("Owning Party"). The non-Owning Party shall not use any such advertising materials or Marks without the prior written consent of the Owning Party, and shall otherwise use all such materials and Marks only in accordance with this Section 7. For the avoidance of doubt, Agent may not use Aetna's names or Marks (including logos) on any website or other online digital assets without obtaining Aetna's prior written consent through the process outlined in the Producer Guide.

SECTION 8 – TERM AND TERMINATION

- 8.1 **Term.** This Agreement shall be effective on January 1, 2015 as described in Section 2.3, and shall continue until December 31, 2015. Thereafter, this Agreement shall automatically be renewed on January 1st for successive one year terms unless terminated as provided in this Agreement.
- 8.2 **Termination without Cause.** This Agreement may be terminated by either party at any time without cause upon written notice to the other party which notice shall be provided no later than 30 days prior to the termination date.
- 8.3 **Termination for Breach.** Except for those defaults specified in Section 8.4 and 8.5 for which no cure period is required, if either party defaults in the performance of any of its duties or obligations under this Agreement, the non-breaching party may terminate this Agreement upon 15 days prior written notice to the breaching party; provided, however, that the breaching party shall have the opportunity to cure such breach during the 15 day notice period. If the breaching party fails to cure the breach, this Agreement shall terminate on the 16th day from the date of initial termination notice. The notice of termination shall specify the nature of the alleged default or breach.
- 8.4 **Immediate Termination of this Agreement with Cause by Aetna.** This Agreement may be terminated by Aetna immediately for cause upon the occurrence of any of the following:
- 8.4.1 If Agent is an entity, Agent's insolvency, bankruptcy, or reorganization, or the institution of such or similar proceedings by or against Agent, which proceeding if

filed against Agent has not been dismissed within 60 days of such filing, or a dissolution, liquidation or winding down of Agent;

- 8.4.2 Agent's criminal conduct (including being charged with a felony) or exclusion from the Medicare Program or any other federal or state health benefit program;
 - 8.4.3 Agent's appropriate license being not in effect, suspended, revoked or not renewed in a state in which Agent is performing services under this Agreement on behalf of Aetna;
 - 8.4.4 Any act of embezzlement, theft, fraud or dishonesty by Agent;
 - 8.4.5 An assignment of this Agreement by Agent in violation of Section 10.4 hereof;
 - 8.4.6 Agent's material violation of any law, regulation or CMS guidance in the opinion of Aetna regarding the marketing, offering, sale or distribution of Medicare plans or products;
 - 8.4.7 Agent causes an unacceptable number of CTMs as determined by Aetna in its sole discretion;
 - 8.4.8 Agent's failure to cooperate, as determined solely by Aetna, with Aetna's investigation of a complaint involving Agent;
 - 8.4.9 Agent's failure to pay any amount owed to Aetna;
 - 8.4.10 Aetna's determination, in its sole discretion, that Agent has acted in a manner that is materially detrimental to Aetna;
 - 8.4.11 Agent appears on the Specially Designated Nationals or Blocked Persons List published by the Office of Foreign Assets Control of the Department of Treasury
 - 8.4.12 Agent intentionally misrepresents the provisions, benefits or premiums of any Medicare plan or product; or
 - 8.4.13 Agent's failure to comply with any obligation set forth in Section 3.
- 8.5 **Immediate Termination of the Agreement with Cause by Agent.** This Agreement may be terminated by Agent immediately for cause upon the occurrence of any of the following:
- 8.5.1 Aetna's insolvency, bankruptcy, or reorganization, or the institution of such or similar proceedings by or against Aetna;
 - 8.5.2 Aetna's criminal conduct, or exclusion from the Medicare Program or any other federal or state health benefit program;
 - 8.5.3 Aetna's license being suspended, revoked or not renewed in a state in which Aetna is offering a Medicare Product;
 - 8.5.4 Any act of embezzlement, theft, fraud or dishonesty by Aetna or any affiliate of Aetna; or

8.5.5 An assignment of this Agreement by Aetna in violation of Section 10.4 hereof.

- 8.6 **Termination of Contract with CMS.** This Agreement shall automatically terminate as of the date Aetna's contract(s) with CMS is terminated (by either CMS or Aetna). In the event there are multiple termination dates for Aetna's CMS contract(s), the termination date of this Agreement shall be the termination date of Aetna's last contract with CMS.
- 8.7 **Change of Control.** Upon a sale or effective change of control of Agent, Agent shall provide Aetna with prompt written notice. Upon receipt of such notice, Aetna may terminate this Agreement upon 30 days written notice.
- 8.8 **Notice of Insolvency, Bankruptcy or Reorganization.** If Agent is an entity, Agent shall provide prompt notice to Aetna of any insolvency, bankruptcy, reorganization, dissolution, liquidation or winding down of Agent, or the institution of such or similar proceedings by or against Agent.

SECTION 9 – CONFIDENTIALITY

- 9.1 **Confidential Information.** In order for the parties to perform their respective obligations under this Agreement, it may be necessary or desirable for one party ("Disclosing Party") to disclose Confidential Information (hereinafter defined) to the other party ("Receiving Party"). Receiving Party agrees that any such Confidential Information disclosed to it, its employees, or agents shall be used only in connection with the legitimate purposes of this Agreement, shall be disclosed only to those who have a need to know it, and shall be safeguarded with the same care normally afforded such Confidential Information in the possession, custody or control of Receiving Party, provided, however, that such care shall be no less than reasonable care necessary to safeguard the Confidential Information.

"Confidential Information" shall mean the proprietary, trade secret or business information of Disclosing Party that relates to Disclosing Party's past, present or future research or development activities, business operations or financial condition. For the avoidance of doubt, Confidential Information shall include the Commission rates and Referral fees set forth in **Schedule 1 to Appendix A**.

The foregoing shall not apply when, after and to the extent the Confidential Information disclosed (i) becomes generally available to the public through no fault of Receiving Party; (ii) is subsequently received by Receiving Party in good faith from a third party without breaching any confidentiality obligation between the third party and Disclosing Party; or (iii) is required by law, administrative or judicial order to be disclosed; provided, however, Receiving Party shall notify Disclosing Party prior to disclosure of Confidential Information as required by law, administrative or judicial order.

- 9.2 **Business Associate Agreement.** Agent agrees to comply with the business associate requirements set forth in **Appendix E**, which is attached hereto and incorporated herein by reference.

SECTION 10 – MISCELLANEOUS

- 10.1 **Independent Contractor.** Nothing contained herein shall be construed to create the relationship of employer and employee, partners or joint venturers between the parties hereto. Agent shall be free to exercise its independent judgment in the performance of this Agreement, subject only to the terms hereof and the written rules established by Aetna, and agreed to by Agent, from time to time.
- 10.2 **Compliance with Laws and Policies and Procedures.** Agent and Aetna shall at all times comply with Applicable Law. Agent shall comply with all written policies and procedures related to Medicare Products and broker/agent actions established by Aetna as have been provided to Agent (including those contained in the Producer Guide) and as may be amended from time to time (of which amendments Agent shall be informed on a periodic basis).
- 10.3 **Non-Waiver of Covenants.** Should Aetna or Agent at any time fail to insist upon a strict performance of each and every provision of this Agreement incumbent upon the other to be kept and performed or fail to adhere strictly to the terms and provisions hereof, or to any one of them, such failure shall not be construed as a waiver of the party's right to thereafter insist upon strict performance or seek enforcement of all the terms and provisions of this Agreement.
- 10.4 **Assignment.** This Agreement is not assignable by either party without the prior written consent of the other party; provided, however, that Aetna may assign this Agreement to an affiliate without consent, upon written notice to Agent. Agent may assign Commission and/or Referral Fee payments in accordance with Section 6.1(d) and the Producer Guide.
- 10.5 **Contract Interpretation.** If any section, clause, paragraph, term or provision of this Agreement shall be found to be void and unenforceable by any court of competent jurisdiction, such finding shall have no effect upon any other section, clause, paragraph, term or provision of this Agreement and the same shall be given full force and effect.
- 10.6 **Notice.** Whenever notice is to be given by either party to the other, it must be done in writing by U.S. Mail, overnight delivery, or facsimile to the parties at the address set forth on the signature page, or for notices to Agent only, to the email address for Agent set forth on the signature page. All notices are duly given: (i) when deposited in the U.S. mail or with a national overnight courier service (such as Federal Express), (ii) upon transmittal of a facsimile transmission to the recipient Party at the facsimile number designated; or (iii) in the case of notices to Agent, upon transmittal of an email transmission to the designated email address for Agent. If Aetna's notice address changes, Aetna will inform Agent of its changed address by providing notice consistent with this Section 10.6. If Agent's address or other contact information changes, Agent will promptly notify Aetna of such changes in accordance with the instructions set forth in the Producer Guide.
- 10.7 **Indemnity.** Agent shall indemnify Aetna (and any officer, director, employee, representative or agent of Aetna) from and against any and all losses, claims, damages, or liabilities, including any and all investigative, legal, and other expenses (including reasonable attorneys' fees and amounts paid in settlement) ("Losses") suffered, incurred, or sustained by Aetna or to which Aetna becomes subject resulting from, arising out of or relating to any claim as a result of (i) the negligence, misconduct or a breach by Agent of any representation, warranty or agreement contained in this Agreement, (ii) any misconduct or negligence by Agent, in the performance of, or failure to perform its respective obligations under this Agreement, (iii)

violations by Agent of and/or failure of Agent to comply with Applicable Law, (iv) an actual or alleged direct or indirect omission or commission by Agent that causes Aetna to violate any Applicable Law or (v) any dispute between Agent and its Upline. Despite the previous sentence, Agent shall not be responsible for Losses to the extent any such Losses are found in a final judgment by a court of competent jurisdiction to have resulted directly and solely from Aetna's failure to act in good faith and/or Aetna's fraud, criminality or willful misconduct or negligence.

- 10.8 **Disputes.** The parties agree to act in respect of all matters related to this Agreement in good faith. If Aetna and Agent cannot mutually resolve a dispute which arises out of or relates to this Agreement, the dispute shall be decided through binding arbitration. To initiate arbitration, either Aetna or Agent shall notify the other party in writing of its desire to arbitrate, stating the nature of its dispute and the remedy sought. The party to which the notice is sent shall respond thereto in writing within ten days of its receipt of such notice. In such response, the party shall also assert any claim, defense and other dispute it may have which arises out of or relates to this Agreement. Either party may file the dispute with American Arbitration Association under the Commercial Arbitration Rules. Those rules will apply to the proceedings except as amended in this Agreement. The arbitration hearing shall be held before a panel of three arbitrators, each of whom must be an arbitration panelist from American Arbitration Association and have experience in health insurance or health insurance sales and marketing. Aetna and Agent shall each appoint one arbitrator by written notification to the other party within 30 days of the date of the mailing of the notification initiating the arbitration. These two arbitrators shall then select the third arbitrator. Should the two arbitrators be unable to agree upon the choice of a third arbitrator, each party to this Agreement will appoint another arbitrator and the process shall be repeated until a third arbitrator is appointed. Once the entire panel is chosen, the arbitrators are empowered to decide all substantive and procedural issues by majority vote. The arbitration hearing shall be held in Philadelphia, Pennsylvania or Hartford, Connecticut, at Aetna's option, unless otherwise agreed. The arbitrators shall establish procedures warranted by the facts and issues of the particular case and the parties agree to abide by such procedures, but discovery, if allowed by the arbitrators, shall be limited to five depositions per side and ten document requests. The decision of the arbitrators shall be final and binding upon the parties without appeal. Cost and fees of the arbitrators shall be borne equally by the parties, unless otherwise awarded by the arbitrators to the prevailing party. Notwithstanding any other provision of this Agreement, neither party is required to arbitrate any issue for which injunctive relief is sought, and neither party shall be required to arbitrate any issue whatsoever in the event that the other party becomes subject to the appointment of a receiver, liquidator, conservator or trustee or a state insurance regulatory authority in such capacity.
- 10.9 **Governing Law and Venue.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Venue for any action shall be in a court located in Philadelphia, Pennsylvania.
- 10.10 **Titles and Headings.** Titles and headings for the paragraphs, subparagraphs or sections herein are for convenience only, are not part of this Agreement, and shall not define or limit any of this Agreement's terms.
- 10.11 **Survival.** The following sections of this Agreement shall survive the termination of this Agreement: 1, 3.3, 3.5, 3.7, 3.9, 3.10, 4.1, 5.1, 6.1(c), 6.1(d), 6.2, 6.3, 6.4, 6.5, 6.8, 6.9, 6.11,

6.12, 6.13, 6.14, 6.15, 7.3, 9, 10.2, 10.6, 10.7, 10.8, 10.9, 10.11, 10.12, 10.13, **Appendix A** (including **Schedule 1** thereto), **Appendix D** (including **Schedule D-1** thereto) and **Appendix E**.

- 10.12 **Legal Actions Against Enrollees.** In addition to the limitations set forth in Section B(3) of **Schedule D-1 to Appendix D**, Agent shall not institute legal proceedings against any applicant or enrollee of any Medicare Product for any cause arising out of the business transacted under this Agreement unless Aetna shall have been notified in writing of such action or the proposed action prior to or simultaneously with the institution of such legal proceedings.
- 10.13 **Subcontractors and Delegates.** Agent may not subcontract or delegate any functions under this Agreement without the prior written consent of Aetna. Aetna Life Insurance Company may delegate performance of all or any part of this Agreement to one or more affiliates without notice to or consent of Agent
- 10.14 **Amendment.** Except as otherwise provided herein (including, without limitation, Section 6.2), this Agreement may be amended upon (i) the written agreement of both parties, or (ii) by Aetna, upon 30 days prior written notice to Agent of the amendment. In addition, with 30 days notice, Aetna may unilaterally amend this Agreement to change the hierarchy level at which Agent is contracted. Such change will be made based upon standards provided to Agent by Aetna and will affect the amount of Commissions payable. For purposes of adding necessary terms and conditions to comply with federal or state statutes, regulations or other agency guidance or issuances, Aetna may amend this Agreement immediately upon notice to the Agent.
- 10.15 **Entire Agreement.** This Agreement, including all appendices and schedules attached hereto, constitutes the entire contract between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

[Remainder of page left intentionally blank.]

Appendix A Compensation

For purposes of this **Appendix A**:

“Initial Sale” shall mean beneficiaries enrolling in a Medicare Product, who were not enrolled in a Like Plan in the month immediately preceding their effective date with Aetna as determined by CMS.

“Renewal” shall mean any Medicare Product Enrollee who was enrolled in a Medicare Product in a prior year, and remains continuously enrolled in a Medicare Product that is a Like Plan.

“Replacement” shall mean any Medicare Product Enrollee who is first enrolling in a Medicare Product in the current year and in the month immediately preceding the Medicare Product’s effective date was enrolled in a Like Plan of someone other than Aetna.

A. Commission Rates and Referral Fees

1. **Commission Rates.** Aetna’s Commission rates for Sales are set forth on **Schedule 1** which is attached to this **Appendix A**.
2. **Referral Fees.** Aetna’s Referral fees for Compensable Referrals are set forth in **Schedule 1** attached to this **Appendix A**. Aetna shall pay the Referral fee on Compensable Referrals within 120 days following the Medicare Product Enrollee’s coverage effective date, subject to the terms and conditions of this Agreement.

B. Commission Rules

1. **CMS Requirements Regarding Initial and Renewal Commissions.** Aetna agrees to follow all CMS requirements related to the type of Commission (initial, replacement or renewal) and the number of years for which Commissions will be paid for all Sales and Renewals of Medicare Products. No Commission shall be paid by Aetna at the “Initial Rate” set forth on **Schedule 1** to this **Appendix A** unless CMS authorizes Aetna to pay a particular Sale as an Initial Sale. In the event of any conflict between this Agreement (including this **Appendix A**) and the CMS requirements, the CMS requirements shall control. Agent shall have no cause of action against Aetna for any Commission amount that cannot be paid or is recouped by Aetna as a result of CMS requirements.
2. **CMS Requirements Control Commission Payments and Amounts.** All Aetna Commission payments will be in accordance with CMS regulations and guidelines. The parties agree that if CMS prohibits the payment of a Commission or requires the modification of the amount or method of Commission payment under this Agreement, then Aetna may cease paying a Commission or modify a Commission amount or method at any time to comply with CMS rules and regulations and Aetna may recoup any amount from Agent that CMS determines to be inappropriate. In addition, the compensation set forth in this Agreement shall be automatically amended (with or without a written document) if Applicable Law so requires. Aetna shall use Reasonable Efforts to issue an amendment reflecting such compensation changes.

3. **Timing of Payment / Earned Basis.** Aetna shall pay Commissions in a manner and timeframe permitted by CMS requirements.

Commissions are paid on an earned basis and are based upon a 12 month enrollment beginning January and ending in December. Commissions are earned as Aetna receives Premium from CMS on a monthly basis (i.e., 1/12 per month). In Aetna's sole discretion, Aetna may choose, if permitted by Applicable Law, to pay Commissions in advance of Aetna's receipt of Premium from CMS. Aetna may reduce the Commission amount or chargeback the Agent for any unearned portion of a Commission. All Commission chargebacks may be charged against the next Commission payment and/or earned Commissions or offset against any other compensation due or to become due to Agent. If either (i) a policy lapses, terminates or otherwise cancels prior to the Commission being fully earned by Agent or (ii) Aetna terminates Agent for cause prior to the Commission being fully earned by Agent, then the unearned portion of Agent's Commission shall be forfeited.

4. **Requirements for Commission Payments**

- a. In order to be eligible to receive any Commission payment, whether for an Initial Sale, a Renewal or Replacement, in addition to any other requirements set forth in this Agreement, the following requirements must be met:
- (i) Agent's appropriate license(s) must be in good standing in the state of Sale; and
 - (ii) Agent must be Certified by such date as required by Aetna; and
 - (iii) If required by state law, Agent must be properly appointed to Sell in the state of Sale; and
 - (iv) Agent has met the other requirements for Ready to Sell status as set forth in the Producer Guide.
- b. Following a termination of this Agreement pursuant to Section 8.2 (Termination without Cause) or 8.7 (Change of Control), in addition to the foregoing requirements set forth in this Section 4, the following conditions must be met in order for Agent to receive a Commission for a Renewal:
- (i) Agent must have earned, during the previous calendar year, at least \$750 in Commissions from Medicare Products (as determined by Aetna on an annual basis);
 - (ii) Agent must take no action or fail to take action, that if Agent had done so while the Agreement was in effect would have resulted in a termination of the Agreement pursuant to Section 8.4 or 8.5 of the Agreement; and
 - (iii) Agent must not have made any new Sales following termination of this Agreement.

5. **Initial Sales:**

For Sales which are confirmed by CMS to be payable as an Initial Sale, Aetna will, if permitted by Applicable Law, advance the full "Initial Rate" set forth in **Schedule 1** hereto, in one or more payments, during the calendar year in which the effective date of the policy occurs. The full amount of the "Initial Rate" will be paid for Initial Sales regardless of the month in which the effective date falls (i.e., same amount will be paid if the effective date is January 1st or December 1st).

Below is an example of how the Commission will be paid on an Initial Sale of a Medicare Advantage Plan under these circumstances, using \$400 as the Commission rate payable for Initial Sales:

Example Using An Initial Rate of \$400

Effective Date	Number of Months Paid	Total Amount Paid
1/1/2014	12 months	\$ 400.00
2/1/2014	12 months	\$ 400.00
3/1/2014	12 months	\$ 400.00
4/1/2014	12 months	\$ 400.00
5/1/2014	12 months	\$ 400.00
6/1/2014	12 months	\$ 400.00
7/1/2014	12 months	\$ 400.00
8/1/2014	12 months	\$ 400.00
9/1/2014	12 months	\$ 400.00
10/1/2014	12 months	\$ 400.00
11/1/2014	12 months	\$ 400.00
12/1/2014	12 months	\$ 400.00

The rates set forth above are merely for example purposes and not a guarantee or representation of any rates set forth in Schedule 1 of this Appendix A.

6. Renewals and Replacements:

Unless otherwise indicated in **Schedule 1** hereto, the "Replacement Rate" shall be the same as amount as the "Renewal Rate".

Subject to the terms and conditions of this Agreement, Agent will be eligible to receive a Commission at the "Renewal Rate" for each year that a Medicare Product Enrollee remains enrolled in the Medicare Product for so long as the enrollee remains enrolled (subject to CMS and Aetna requirements related to plan changes). For Renewals, Aetna will pay the "Renewal Rate" set forth on **Schedule 1** hereto as Aetna receives Premium from CMS on a monthly basis (i.e., 1/12 per month); provided, however, that, in accordance with Applicable Law, such Commission amount paid for a Renewal can not exceed 50% of the current year Initial Sale fair market value published annually by CMS. If a Commission payable on a Renewal would exceed 50% of the current year Initial Sale fair market value, Aetna will automatically adjust the Commission payment to comply with Applicable Law with or without notice. In Aetna's sole discretion, Aetna may choose, if permitted by Applicable Law,

to pay Commissions in advance of Aetna's receipt of Premium from CMS. **For example**, if a "Renewal Rate" of \$200 is payable, Aetna could pay \$16.67 per month for such Renewal or pay the Commission in a lump sum of \$200 in January of the Renewal year. Aetna will no longer pay a Commission on a Renewal if the Medicare Product Enrollee disenrolls from the Medicare Product and does not immediately enroll (i.e., no break in coverage) in a Medicare Product that is a Like Plan.

Replacements are payable only while this Agreement is in effect. For Replacements, Aetna will advance the "Replacement Rate" set forth on **Schedule 1** hereto. If the Replacement has an effective date other than January 1st, a pro-rated amount of the "Replacement Rate" set forth on **Schedule 1** will be paid, based upon the number of months the Medicare Product Enrollee will be enrolled in such Medicare Product within the initial calendar year. After the year in which the Replacement occurs, if the Medicare Product Enrollee remains enrolled in a Medicare Product that is a Like Plan, the Replacement will become a Renewal. Below is an example of how the Commission will be paid on a Replacement of a Medicare Advantage Plan under these circumstances, using \$200 as the Commission rate payable for Replacement:

Example Using Replacement Rate of \$200

Effective Date	Number of Months Paid	Total Amount Paid
1/1/2014	12 months	\$200.00
2/1/2014	11 months	\$183.37
3/1/2014	10 months	\$166.70
4/1/2014	9 months	\$150.03
5/1/2014	8 months	\$133.36
6/1/2014	7 months	\$116.69
7/1/2014	6 months	\$100.02
8/1/2014	5 months	\$83.35
9/1/2014	4 months	\$66.68
10/1/2014	3 months	\$50.01
11/1/2014	2 months	\$33.34
12/1/2014	1 month	\$16.67

The rates set forth above are merely for example purposes and not a guarantee or representation of any rates set forth in Schedule 1 of this Appendix A.

All Commission payments remain subject to appropriate charge backs and other adjustments in accordance with CMS and Aetna requirements as well as the terms of this Agreement.

Appendix B

Medicare Products and Markets

Note: When used in this **Appendix B**, the term "ALL" under the column "Product" means only those Medicare Products which are listed in the pre-enrollment kit provided by Aetna to Agents.

The Medicare Advantage Plans in the CMS approved service areas of the following individual Medicare markets:

Local Market	State	Product
Big Sky	Nevada	All
	Utah	
	Wyoming	

Local Market	State	Product
California	California	All

Local Market	State	Product
Capitol	District of Columbia	All
	Maryland	No Commissionable Medicare Advantage Plans
	Virginia	All

Local Market	State	Product
Deep South	Alabama	All
	Georgia	
	Louisiana	

Local Market	State	Product
Florida	Florida	All

Local Market	State	In These Counties Only	Product
Great Lakes	Illinois	Adams	All
		Boone	
		Brown	
		Bureau	
		Carroll	
		Cass	

	Champaign
	Christian
	Coles
	Cook
	Cumberland
	Dekalb
	Dewitt
	Douglas
	Effingham
	Ford
	Fulton
	Hancock
	Henry
	Kendall
	Lee
	Logan
	Macon
	Macoupin
	Marshall
	Mason
	Mclean
	Menard
	Mercer
	Morgan
	Moultrie
	Ogle
	Peoria
	Piatt
	Pike
	Rock Island
	Sangamon
	Scott
	Shelby
	Stark
	Stephenson
	Tazewell
	Vermilion
	Warren

		Winnebago
		Woodford

Local Market	State	In These Counties Only	Product
Heartland	Arkansas		All
	Kansas		
	Oklahoma		
	Missouri	Barry	
		Barton	
		Bates	
		Benton	
		Caldwell	
		Carroll	
		Cass	
		Cedar	
		Christian	
		Clay	
		Clinton	
		Dade	
		Dallas	
		Douglas	
		Greene	
		Henry	
		Hickory	
		Jackson	
		Jasper	
		Johnson	
		Laclede	
		Lafayette	
		Lawrence	
		Livingston	
		McDonald	
		Newton	
		Ozark	
	Pettis		
	Phelps		
	Platte		
	Polk		

		Pulaski	
		Ray	
		Saint Clair	
		Saline	
		Stone	
		Taney	
		Vernon	
		Webster	
		Wright	

Local Market	State	Product
Keystone	Delaware	All
	Pennsylvania	
	West Virginia	

Local Market	State	Product
Mid South	North Carolina	All
	Tennessee	

Local Market	State	Product
Midlands	Iowa	All
	Nebraska	
	South Dakota	

Local Market	State	Product
Mountain States	Arizona	All
	Colorado	

Local Market	State	Product
New England	Connecticut	All
	Maine	

Local Market	State	Product
New Jersey	New Jersey	All

Local Market	State	Product
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New York	New York	All
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Local Market	State	Product
OH/KY	Ohio	All
	Kentucky	

Local Market	State	In These Counties Only	Product
Show Me	Missouri	Audrain	All
		Boone	
		Callaway	
		Cole	
		Cooper	
		Crawford	
		Franklin	
		Gasconade	
		Howard	
		Jefferson	
		Knox	
		Lincoln	
		Maries	
		Miller	
		Moniteau	
		Montgomery	
		Osage	
		Perry	
		Pike	
		Randolph	
		Saint Charles	
		Saint Louis	
		Saint Louis City	
		Sainte Genevieve	
		Shelby	
		Warren	
		Washington	
	Illinois	Bond	
	Calhoun		
	Clinton		
	Greene		

		Jersey
		Madison
		Monroe
		Randolph
		St Clair
		Washington

Local Market	State	Product
Texas	Texas	All

Part D Plans in the following individual Medicare markets:

Region	Product
All CMS regions, except regions 35-39. (Regions 35-39 are the following U.S. territories: American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and Virgin Islands of the United States).	All

Aetna, upon thirty days written notice, may modify the products and/or markets listed above.

Appendix D Medicare Requirements

A. Compliance with Medicare Marketing Guidelines

Upline agrees to comply with, and to cause its Agents to comply with, guidance statements with respect to the Medicare Program and marketing Medicare plans as may be issued by CMS from time to time. Upline acknowledges that the MMG issued by CMS are available online. Upline acknowledges that it has reviewed and understands the MMG issued by CMS and that Upline has an ongoing obligation to monitor and review the MMG for any changes and updates. To the extent of any conflict between the provisions of this **Appendix D** and the MMG then in effect, the MMG control. Upline shall comply with the requirements set forth in the MMG (including any updates made thereto), including, but not limited to, the obligations to:

1. Use state licensed Agents to Sell.
2. Conduct monitoring activities to ensure Agent compliance with CMS requirements.
3. Disclose to potential enrollees that Agent is paid a Commission upon enrollment.
4. Avoid incentives to mislead Medicare beneficiaries, cherry pick certain Medicare beneficiaries, or churn beneficiaries between Medicare plans.
5. Not include payments outside of the compensation set forth in this Agreement and the Agent Contract.
6. Not permit payments by Agents to Medicare beneficiaries.
7. Not market any Medicare Product designated for open enrollment until October 1st.
8. Not accept applications from potential Medicare Product Enrollees for open enrollment outside of the enrollment period established by CMS.
9. Inform a Medicare beneficiary of all products to be covered during a home visit at the time the appointment is made with a beneficiary.
10. Not to claim recommendation or endorsement by CMS or that CMS recommends that Medicare beneficiaries enroll in the plan.
11. Not accept enrollment applications in provider offices or other places where health care is delivered.
12. Not engage in any discriminatory marketing practice.
13. Not conduct door-to-door solicitation of Medicare beneficiaries.
14. Not take an enrollment application during an outbound call.
15. Not ask for personal information (i.e., Medicare number, bank account or credit card numbers) during Sales presentations.
16. Not send e-mails to a Medicare beneficiary, unless the beneficiary agrees and gives their express consent to receive e-mails related to Aetna's health benefits plans, products, services, and/or educational information related to health care at the time the beneficiary is providing his/her email address. The consent must be documented.

17. Comply with the National-Do-Not-Call Registry, as well as applicable state telemarketing "Do Not Call" regulations, honor "do not call again" requests, and abide by Federal and State calling hours.
18. Not take advantage of a Medicare lead to sell other insurance products to a Medicare beneficiary for which the beneficiary may not be suited, to the extent such activity would violate state licensure laws.
19. Not intimidate nor use high pressure tactics during a Sales call or presentation if a beneficiary says he/she is not interested the visit/conversation must end immediately.
20. Not provide meals for potential enrollees.
21. Not conduct Sales presentations or distribute and accept plan applications at educational events.
22. Not use providers or provider groups to distribute printed information comparing the benefits of different health plans unless the providers, provider groups, or pharmacies accept and display materials from all health plans with which the providers, provider groups, or pharmacies contract.
23. Not offer gifts to potential enrollees, unless the gifts are of nominal value (not to exceed \$15, based on the fair market value of the item).
24. Not engage in activities that could mislead or confuse Medicare beneficiaries, or misrepresent Aetna.
25. Not market any health care related product to Medicare beneficiaries during a marketing appointment beyond the scope agreed upon by the Medicare beneficiary, and documented by Agent, prior to the appointment (48 hours in advance, when practicable).
26. Not market non-health care related products to prospective enrollees during any Medicare Advantage Plan or Part D Plan Sales activity or presentation.
27. Not market additional health related lines of Aetna business not identified prior to an individual appointment without a separate scope of appointment identifying the additional lines of business to be discussed.

B. Notice of Sales Events

Upline shall provide, and cause its Agents to provide, Aetna with prior notice of any Sales meetings or events that Upline or its Agents intend to conduct in accordance with the requirements described below. The notice from Upline or Agent to Aetna shall include the information required by Aetna, including, but not limited to: (i) the date and time of the Sales/promotional event; (ii) name of the Agent making the presentation; (iii) an address for and a brief description of the venue; (iv) a phone number where Aetna or CMS can call to confirm the planned event; and (v) telephone (and email address if available) for person who will be knowledgeable about the specific Sales event. When submitting notice of marketing or Sales events to Aetna for upload to CMS, Upline or Agent shall use the "CMS Seminar Reporting Template" (refer to the Producer Guide for instructions on accessing this template). Upline and Agent must comply with all requirements of the Producer Guide regarding Sales events and notice thereof. This information must be received on or before the 18th of each month for events scheduled for the following month. For events that cannot be planned that far in advance, such events shall be reported to Aetna prior to advertising the event or 10

calendar days prior to the scheduled date of the event, whichever is earlier. In the event of a schedule change or event cancellation, Upline must notify Aetna immediately and Upline shall comply with the requirements set forth in the Producer Guide with respect to event schedule changes or cancellations. Aetna reserves the right to reject event submissions which do not meet CMS requirements. Aetna will not pay Commission (and may recoup any Commission paid) to Upline or Agent for any Medicare Products Sold at a meeting or event for which Aetna did not receive notification in accordance with this Section.

C. Medicare Improvement for Patients and Providers Act Requirements

Upline agrees to comply with the Medicare regulations and guidelines related to the Medicare Improvement for Patients and Providers Act. As part of those requirements, Upline agrees to comply with all CMS regulations and Aetna requirements related to obtaining a Medicare beneficiary's prior written authorization to an in-person meeting and the scope of the products to be discussed at such in-person meeting. Upon request, Upline shall provide Aetna or CMS with a copy of any such authorization.

D. Referrals by Members or Prospective Members

If an individual who is a Medicare Product Enrollee or a potential Medicare Product Enrollee would like to refer a friend or relative to an Agent or Upline, such Agent or Upline may only provide contact information such as a business card that the individual may give to the friend or family member.

E. First Tier or Downstream Entity Requirements

In order to comply with certain minimum requirements for written arrangements between entities that sponsor MA Plans, MA-PD Plans, and PDPs and first tier entities that contract with such sponsoring entities, as set forth in Applicable Law, the Parties agree as follows:

1. **Acknowledgement.** Upline acknowledges that it is a first tier entity or downstream entity of Aetna, as defined under 42 C.F.R. §§ 422.500 and 423.501.
2. **Maintenance of Records and Audits**
 - (a) Aetna or its designee(s) shall have the right, but not the obligation, to audit, inspect and copy, during regular business hours at Aetna's cost and in a manner that does not unreasonably interfere with Upline's business, any books and records Upline maintains pursuant to this Agreement and the services performed, upon ten (10) business days' written notice to Upline; but only to the extent that such inspection is not prohibited by applicable law. To the extent that Aetna uses a third-party to audit Upline, such third party may not be a competitor of Upline and shall execute a confidentiality agreement acceptable to Upline, such acceptance shall not be unreasonably denied, delayed or withheld.
 - (b) Upline shall maintain records with respect to any business Sold or Referred by an Agent for Aetna in an industry standard format. Such records may include records related to the licensing and appointment of Agents, application for coverage of Medicare Product Enrollees and books, records, accounts, documents and other material items pertaining to this Agreement and Upline's or Agents' transactions with Medicare Product Enrollees and Aetna.

In addition, Upline shall maintain (and shall cause Downstream Entities (as defined in Schedule D-1 hereto) to maintain) the foregoing documents, and any additional operational, financial, administrative and medical records, contracts, books, files and other documents for ten (10) years, or longer to the extent required by applicable law in connection with services performed under this Agreement ("Records"). Such Records shall be maintained in a timely and accurate manner and shall, at a minimum, be reasonably sufficient to allow Aetna to determine whether Upline and its Downstream Entities are performing their obligations under the Agreement consistent with the terms of the Agreement and in accordance with applicable law and to confirm that the data submitted by Upline and its Downstream Entities for reporting and other purposes is accurate.

3. **Compliance with Law.** Upline acknowledges that Aetna, directly or indirectly, receives federal funds and that as a contractor of Aetna, the payments to Upline under this Agreement are, in whole or in part, from federal funds. In carrying out its duties and obligations under this Agreement, Upline shall follow and adhere to all applicable laws, including, but not limited to Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d et. Seq.); sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 and 794); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et. Seq.); section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended (41 U.S.C. §9849); the Americans with Disabilities Act (42 U.S.C. §12101 et. Seq.); and the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 et. Seq.); the Vietnam Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212); and applicable sections of the Medicare and Modernization Act of 2003, HIPAA and the HITECH Act of 2009, together with all applicable implementing regulations, rules guidelines and standards as from time to time are promulgated thereunder.

4. **Exclusion Screening and Related Requirements.** Upline represents and warrants that it is not excluded under the HHS Office of Inspector General's List of Excluded Individuals/Entities ("OIG List") or the U.S. General Service Administrative System for Award Management's (SAM) Excluded Parties List System ("SAM List System") otherwise excluded from participation in Medicare or other federal health care programs, or are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency ("Excluded Individuals"). Further, Upline shall not employ or contract with, and shall ensure that its Downstream Entities do not employ or contract with Excluded Individuals. Upline shall, and shall cause its Downstream Entities to: (a) review the OIG List and the SAM List System prior to the initial hiring of any employee or the engagement of any Downstream Entity to furnish services to Aetna's Medicare Program, and monthly thereafter, to ensure compliance with this paragraph; (b) provide documentation, upon written request by Aetna, of such Exclusion Screening and related requirements; (c) promptly notify Aetna upon discovering that it, or any of its employees or Downstream Entities, has furnished Medicare program related services to Aetna under the Agreement as or through an Excluded Individual or that a person or entity furnishing services under this Agreement has been convicted of a criminal felony that could serve as the basis of federal health care program exclusion; and (d) promptly remove an Excluded Individual from any work related, directly or indirectly, to services furnished under the Agreement and use Reasonable Efforts to take other appropriate corrective action reasonably requested by Aetna based on the above notification. In addition, Upline shall, and shall cause each individual or entity with whom it contracts or to whom it delegates any obligations under the Agreement to review the Specially Designated Nationals and Blocked Persons list published by the Office of Foreign Assets Control of the U.S. Department of Treasury prior to the initial hiring of any employee or engagement of any subcontractor (including any agent) to furnish

services to Aetna, and monthly thereafter, and to promptly notify Aetna of discovering any employee's or subcontractor's name on such list. Upon such discovery by Upline or Aetna, Aetna reserves the right to block payments to Upline, and/or take any other actions which may be required to comply with law. In the case an Agent appears on the Specially Designated Nationals and Blocked Persons list, Aetna, in its sole discretion, may terminate the appointment of such Agent and/or any agreement between Aetna and such Agent.

5. **Reporting and Disclosure; Submission of Encounter and Other Data.** Upon request by Aetna, Upline shall certify, and cause its Downstream Entities to certify, that any data and other information submitted to Aetna are accurate, complete and truthful based on best knowledge, information and belief. Upline shall provide reasonable cooperation and assistance with Aetna's requests for information and shall promptly submit encounter data, medical records and such other information as requested by Aetna to allow Aetna to respond in a timely manner to any data validation audits or requests for information by CMS, and to monitor and audit the obligation of Upline and Downstream Entities to provide accurate, complete and truthful data and other information. This paragraph 5 shall survive termination of the Agreement, regardless of the cause giving rise to termination.
6. **Offshore Services.** Upline is prohibited from using any individual or entity ("Offshore Entity") (including but not limited to, any employee, contractor, agent, representative or other individual or entity) to perform any services for Medicare Plans if the individual or entity is physically located outside of one of the fifty United States or one of the United States Territories (i.e., American Samoa, Guam, Northern Marianas, Puerto Rico and the Virgin Islands) ("Offshore Services") unless Aetna, in its sole discretion and judgment, agrees in advance and in writing to the use of such Offshore Entity. Upline further represents and warrants that it does not and will not permit any Medicare Product Enrollees' protected health information or other personal information to be accessible by any Offshore Entity, without prior written notice to Aetna and Aetna's prior written approval of such Offshore Entity. Upline agrees that Aetna has the right to audit any Offshore Entity prior to the provision of Offshore Services for Medicare Products. Additionally, Upline acknowledges and agrees that Offshore Services that involve Member PHI are subject to CMS reporting within thirty (30) days of: (1) performing, or contracting with an Offshore Entity to perform, Offshore Services, and (2) any time Upline changes the Offshore Services that an Offshore Entity will perform.
7. **Compliance Program and Anti-Fraud Initiatives.** Upline shall (and shall cause its subcontractors to) institute, operate, and maintain an effective compliance program to detect, correct and prevent the incidence of non-compliance with CMS requirements and the incidence of fraud, waste and abuse (FWA) relating to the operation of Aetna's Medicare Program. Such compliance program shall be appropriate to Upline's or subcontractor's organization and operations and shall include: (a) written policies, procedures and standards of conduct articulating the entity's commitment to comply with federal and state laws, as well as providing mechanisms for employee/subcontractor use in adhering to the expectation that Upline and employee/subcontractor report potential non-compliance or FWA issues (internally and to Aetna, as applicable) ; (b) for all officers, directors, employees, contractors and agents of Upline or subcontractor, required participation in effective compliance and anti-fraud training and education that is consistent with guidance that CMS has or may issue with respect to compliance and anti-fraud and abuse initiatives, unless exempt from such training under relevant CMS regulations. This includes general compliance and FWA training completion, as well as code of conduct dissemination, initially within ninety (90) days of hire/contracting and at

least annually thereafter; Upline and subcontractors, as applicable, may use Aetna's code and training or an equivalent; and (c) processes to oversee subcontractors to ensure their compliance with these requirements.

8. **Schedule D-1.** Upline agrees to comply with all the provisions set forth in **Schedule D-1** to this **Appendix D**. All obligations set forth in **Schedule D-1** apply equally to the Medicare Advantage Plans and Part D Plans, even if **Schedule D-1** only refers to Medicare Advantage Plans.

Schedule D-I
Medicare Contract

CMS requires that specific terms and conditions be incorporated into the Agreement between a Medicare Advantage Organization or First Tier Entity and a First Tier Entity or Downstream Entity to comply with the Medicare laws, regulations, and CMS instructions, including, but not limited to, the Medicare Prescription Drug, Improvement and Modernization Act of 2003, Pub. L. No. 108-173, 117 Stat. 2066 (“MMA”); and

Except as provided herein, all other provisions of the Agreement between Aetna and Upline not inconsistent herein shall remain in full force and effect. This schedule shall supersede and replace any inconsistent provisions to such Agreement, to ensure compliance with required CMS provisions, and shall continue concurrently with the term of such Agreement.

NOW, THEREFORE, the parties agree as follows:

A. Definitions:

- 1) Centers for Medicare and Medicaid Services (“CMS”): the agency within the Department of Health and Human Services that administers the Medicare program.
- 2) Completion of Audit: completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.
- 3) Downstream Entity: any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the MA benefit, below the level of the arrangement between an MA organization (or applicant) and a first tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.
- 4) Final Contract Period: the final term of the contract between CMS and the Medicare Advantage Organization.
- 5) First Tier Entity: any party that enters into a written arrangement, acceptable to CMS, with an MA organization or applicant to provide administrative services or health care services for a Medicare eligible individual under the MA program.
- 6) Medicare Advantage (“MA”): an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.
- 7) Medicare Advantage Organization (“MA organization”): a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements.
- 8) Member or Enrollee: a Medicare Advantage eligible individual who has enrolled in or elected coverage through a Medicare Advantage Organization.
- 9) Provider: (1) any individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.

- 10) Related entity: any entity that is related to the MA organization by common ownership or control and (1) performs some of the MA organization's management functions under contract or delegation; (2) furnishes services to Medicare enrollees under an oral or written agreement; or (3) leases real property or sells materials to the MA organization at a cost of more than \$2,500 during a contract period.

B. Required Provisions:

Upline agrees to the following:

- 1) HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the first tier, downstream, and entities related to CMS' contract with Aetna's Affiliates included in this Agreement, (hereinafter, "MA organization") through 10 years from the final date of the final contract period of the contract entered into between CMS and the MA organization or from the date of completion of any audit, whichever is later. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii)] and [42 CFR §423.505]
- 2) Upline will comply with the confidentiality and enrollee record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118] and [42 CFR §423.136]
- 3) Enrollees will not be held liable for payment of any fees that are the legal obligation of the MA organization. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)] and [42 CFR §423.505(i)(3)(i)]
- 4) Any services or other activity performed in accordance with a contract or written agreement by Upline are consistent and comply with the MA organization's contractual obligations. [42 C.F.R. § 422.504(i)(3)(iii)] and [42 CFR §423.505(i)(3)(iii)]
- 5) Upline and any related entity, contractor or subcontractor will comply with all applicable Federal and Medicare laws, regulations, and CMS instructions. [42 C.F.R. §§ 422.504(i)(4)(v)] and [42 CFR §423.505(i)(4)(iv)]
- 6) If any of the MA organization's activities or responsibilities under its contract with CMS are delegated to any first tier, downstream and related entity:

- (i) The delegated activities and reporting responsibilities are specified as follows:

Upline shall (a) solicit, procure and transmit enrollment applications for Sales to eligible Medicare beneficiaries; (b) market Medicare Products; and (c) Refer Medicare beneficiaries to Aetna. Please see Sections 2 and 3 of the Agreement.

- (ii) CMS and the MA organization reserve the right to revoke the delegation activities and reporting requirements or to specify other remedies in instances where CMS or the MA organization determine that such parties have not performed satisfactorily.
- (iii) The MA organization will monitor the performance of the parties on an ongoing basis.
Please see Section 4.2 and **Appendix D**
- (iv) If the MA organization delegates the selection of providers, contractors, or subcontractor, the MA organization retains the right to approve, suspend, or terminate any such arrangement.

[42 C.F.R. §§ 422.504(i)(4) and (5)]

In the event of a conflict between the terms and conditions above and the terms of a related agreement, the terms above control.

Appendix E
BUSINESS ASSOCIATE AGREEMENT
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

This Business Associate Agreement (the "BAA") is made by and between Aetna (hereinafter the "Covered Entity") and Upline (hereinafter the "Business Associate"), and is effective as of the same date the Agreement is effective, as described in Section 8.1 of the Agreement (the "Effective Date"). This BAA is attached to and incorporated into the Aetna Marketing Agreement for Upline Agents and Agencies between Business Associate and Covered Entity (the "Agreement"). All capitalized terms used herein but not otherwise defined shall have the meanings given to such terms in the Agreement. In conformity with the regulations at 45 C.F.R. Parts 160-164 (the "Privacy and Security Rules"), Covered Entity will provide Business Associate with access to, or have Business Associate create, maintain, transmit and/or receive certain Protected Health Information (as defined below), thus necessitating a written agreement that meets the applicable requirements of the Privacy and Security Rules. Covered Entity and Business Associate agree as follows:

1. **Definitions.** The following terms shall have the meaning set forth below:
 - (a) ARRA. "ARRA" means the American Recovery and Reinvestment Act of 2009
 - (b) Breach. "Breach" has the same meaning as the term "breach" in 45 C.F.R. 164.402.
 - (c) C. F. R. "C.F. R." means the Code of Federal Regulations.
 - (d) Designated Record Set. "Designated Record Set" has the meaning assigned to such term in 45 C. F. R. 160.501.
 - (e) Discovery. "Discovery" shall mean the first day on which a Breach is known to Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Business Associate), or should reasonably have been known to Business Associate, to have occurred.
 - (f) Electronic Protected Health Information. "Electronic Protected Health Information" means information that comes within paragraphs 1 (i) or 1 (ii) of the definition of "Protected Health Information", as defined in 45 C. F. R. 160.103.
 - (g) Individual. "Individual" shall have the same meaning as the term "individual" in 45 C. F. R. 160.103 and shall include a person who qualifies as personal representative in accordance with 45 C. F. R. 164.502 (g).
 - (h) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "Protected Health Information", as defined by 45 C. F. R. 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - (i) Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 C. F. R. 164.103.
 - (j) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

- (k) Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. 164.304.
 - (l) Standard Transactions. "Standard Transactions" means the electronic health care transactions for which HIPAA standards have been established, as set forth in 45 C. F. R., Parts 160-162.
 - (m) Unsecured Protected Health Information. "Unsecured Protected Health Information" means Protected Health Information that is not secured through the use of a technology or methodology specified by guidance issued by the Secretary from time to time.
2. **Obligations and Activities of Business Associate.**
- (a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this BAA or as Required by Law. Business Associate shall also comply with any further limitations on uses and disclosures agreed by Covered Entity in accordance with 45 C.F.R. 164.522 provided that such agreed upon limitations have been communicated to Business Associate in accordance with Section 4.1(c) of this BAA.
 - (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this BAA, including but not limited to the safeguards described in Section 2(m) of this BAA.
 - (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA.
 - (d) Business Associate agrees to promptly report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this BAA of which it becomes aware.
 - (e) Business Associate agrees to report to Covered Entity any Breach of Unsecured Protected Health Information without unreasonable delay and in no case later than two (2) calendar days after Discovery of a Breach. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate, to have been, accessed, acquired, or disclosed In connection with such Breach. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach. Business Associate's notification of a Breach under this section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, 45 CFR 164.410, and related guidance issued by the Secretary from time to time. Without limiting Covered Entity's remedies under Section 6 or any other provision of this BAA, in the event of a Breach involving Unsecured Protected Health Information maintained, used or disclosed by Business Associate, Business Associate shall reimburse Covered Entity for the cost of providing any legally required notice to affected Individuals and the cost of credit monitoring for such Individuals to extent deemed necessary by Covered Entity in its reasonable discretion.
 - (f) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree in writing to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information. In no event shall Business Associate, without Covered Entity's prior written approval, provide Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, to any employee or agent, including a

subcontractor, if such employee, agent or subcontractor receives, processes or otherwise has access to the Protected Health Information outside of the United States.

- (g) Business Associate agrees to provide access, at the request of Covered Entity, within ten (10) business days of the request from Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. 164.524. Covered Entity's determination of what constitutes "Protected Health Information" or a "Designated Record Set" shall be final and conclusive. If Business Associate provides copies or summaries of Protected Health Information to an Individual it may impose a reasonable, cost-based fee in accordance with 45 C.F.R. 164.524 (c)(4).
- (h) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of Covered Entity or an Individual, within ten (10) business days of a request by Covered Entity. Business Associate shall not charge any fee for fulfilling requests for amendments. Covered Entity's determination of what Protected Health Information is subject to amendment pursuant to 45 C.F.R. 164.526 shall be final and conclusive.
- (i) Business Associate agrees to make (i) internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, and (ii) policies, procedures, and documentation relating to the safeguarding of Electronic Protected Health Information available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's or Business Associate's compliance with the Privacy and Security Rules.
- (j) Business Associate agrees to document such disclosures of Protected Health Information as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- (k) Business Associate agrees to provide to Covered Entity, in the time and manner described below, the information collected in accordance with Section 2(j) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528. Business Associate agrees to provide such information to Covered Entity within thirty (30) business days of receipt of a request from Covered Entity.
- (l) Business Associate acknowledges that it shall request from the Covered Entity and so disclose to its affiliates, agents and subcontractors or other third parties, (i) the information contained in a "limited data set," as such term is defined at 45 C.F.R. 164.514(e)(2), or, (ii) if needed by Business Associate, to the minimum necessary to accomplish the intended purpose of such requests or disclosures. In all cases, Business Associate shall request and disclose Protected Health Information only in a manner that is consistent with guidance issued by the Secretary from time to time
- (m) With respect to Electronic Protected Health Information, Business Associate shall implement and comply with (and ensure that its subcontractors implement and comply with) the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate acknowledges that, (i) the foregoing safeguard, policies and procedures requirements shall

apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (ii) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguard, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.

- (n) With respect to Electronic Protected Health Information, Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit Electronic Protected Health Information on behalf of Business Associate, agree to comply with the applicable requirements of Subpart C of 45 C.F.R. Part 164 by entering into a contract that complies with 45 C.F.R. Section 164.314.
- (o) Business Associate shall report to Covered Entity any Security Incident of which it becomes aware, including Breaches of Unsecured Protected Health Information as required by 45 C.F.R. Section 164.410.
- (p) If Business Associate conducts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 C.F.R. Parts 160-162.
- (q) During the term of this BAA, Business Associate may be asked to complete a security survey and/or attestation document designed to assist Covered Entity in understanding and documenting Business Associate's security procedures and compliance with the requirements contained herein. Business Associate's failure to complete either of these documents within the reasonable timeframe specified by Covered Entity shall constitute a material breach of this BAA.
- (r) Business Associate acknowledges that, as of the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.
- (s) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- (t) To the extent that Business Associate provides services to Covered Entity relating to individuals enrolled in state or federal programs (e.g., Medicare or Medicaid), Business Associate shall comply with any additional restrictions or requirements related to the use, disclosure, maintenance, and protection of Protected Health Information of individuals enrolled in such programs through Covered Entity. With respect to the Protected Health Information of Medicare enrollees, Business Associate shall report privacy and security incidents and/or Breaches immediately, but not later than one (1) day, to Covered Entity and include the information required under this Section 2 of this Addendum

3. **Permitted Uses and Disclosures by Business Associate.**

3.1 General Use and Disclosure. Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform its obligations and services to Covered Entity, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

3.2 Specific Use and Disclosure Provisions.

- (a) Except as otherwise prohibited by this BAA, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- (b) Except as otherwise prohibited by this BAA, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the Breach and Security Incident notifications requirements of this BAA.
- (c) Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual without Covered Entity's prior written approval and notice from Covered Entity that it has obtained from the Individual, in accordance with 45 C.F.R. 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by Business Associate. The foregoing shall not apply to Covered Entity's payments to Business Associate for services delivered by Business Associate to Covered Entity.
- (d) Business Associate shall not de-identify any Protected Health Information except as authorized by Covered Entity to provide data aggregation services to Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).
- (e) Business Associate may use Protected Health Information to report violation of law to appropriate Federal and State authorities, consistent with 164.502 (j)(1).

4. **Obligations of Covered Entity.**

4.1 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

- (a) Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. 164.520 (as well as any changes to that notice), to the extent that such limitation(s) may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes affect Business Associate's use or disclosure of Protected Health Information.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Permissible Requests by Covered Entity. Except as may be set forth in Section 3.2, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity.

5. **Term and Termination.**

- (a) Term. The provisions of this BAA shall take effect on the BAA's Effective Date and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created, maintained, transmitted or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, in accordance with Section 5(c)(2).

(b) Termination for Cause. Without limiting the termination rights of the Parties pursuant to the BAA and upon Covered Entity's knowledge of a material breach of this BAA by Business Associate, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation, or terminate the BAA if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity,

(ii) Immediately terminate the BAA, if cure of such breach is not possible.

(c) Effect of Termination.

(1) Except as provided in Section 5(c), upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained, transmitted or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event the Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, per Section 5(a) above, Business Associate shall continue to extend the protection of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as Business Associate maintains such Protected Health Information.

6. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and any of Covered Entity's affiliates, directors, officers, employees and agents from and against any claim, cause of action, liability, damage, cost or expense (including reasonable attorneys' fees) arising out of or relating to any non-permitted use or disclosure of Protected Health Information, failure to safeguard Electronic Protected Health Information, or other breach of this BAA by Business Associate or any affiliate, director, officer, employee, agent or subcontractor of Business Associate.

7. **Notices.** Any notices or communications to be given under this BAA shall be made to the address and/or fax numbers given below:

To Business Associate:
To the address set forth on the signature page of the Agreement

To Covered Entity:
Aetna
HIPAA Member Rights Team
151 Farmington Avenue, RT65
Hartford, CT 06156
Fax: (859) 280-1272
Email: HIPAA Fulfillment@aetna.com

Each Party named above may change its address in accordance with Section 10.6 of the Agreement.

8. **Miscellaneous.**

(a) Regulatory References. A reference in this BAA to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information or the safeguarding of Electronic Protected Health

Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend the BAA in such manner as such Party determines necessary to comply with such law or regulation. If the other Party disagrees with such amendment, it shall so notify the first Party in writing within thirty (30) days of the notice. If the Parties are unable to agree on an amendment within thirty (30) days thereafter, then either of the Parties may terminate the BAA on thirty (30) days written notice to the other Party.

(c) Survival. The respective rights and obligations of Business Associate under Sections 5(c) and 6 of this BAA shall survive the termination of this BAA.

(d) Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules. In the event of any inconsistency or conflict between this BAA and any other agreement between the Parties, the terms, provisions and conditions of this BAA shall govern and control.

(e) No third party beneficiary. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

(f) Governing Law. This BAA shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Schedule 1

2015 AG4 Producer Commission Rates

Medicare Advantage						
Level	National Rate		Connecticut, Pennsylvania, District of Columbia		California, New Jersey	
	Initial Rate	Replacement/Renewal	Initial Rate	Replacement/Renewal	Initial Rate	Replacement/Renewal
Agent 4	\$408	\$204	\$461	\$230	\$510	\$256

Level	PART D: Basic		PART D: Enhanced	
	All Regions		All Regions	
	Initial Rate	Replacement/ Renewal	Initial Rate	Replacement/ Renewal
Agent 4	\$56	\$28	\$56	\$28

Level	Referral Fee for Medicare Advantage Plans	Referral Fee for Part D Plans
Agent 4	\$100	\$28