

**UNITED HEALTHCARE INSURANCE COMPANY
AGENT AGREEMENT**

This AGENT AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 20____, by and between United HealthCare Insurance Company, (“United”), on behalf of itself and its Affiliates (collectively, the “Company”) and _____ (“Agent”).

A. United and certain of its Affiliates offer Medicare Advantage Plans (“MA Plans”), stand-alone prescription drug plans (“PDP Plans”), Medicare supplement insurance plans (“Med Supp Plans”) and other health plans and products as may be designated by the Company (collectively, the “Products”).

B. FMO or General Agent has recommended Agent for appointment by the Company to market and promote the Products.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, it is agreed as follows:

**ARTICLE ONE
DEFINITIONS**

1.1 **Affiliate** is any entity which directly or indirectly, through one or more intermediaries, owns or controls, is controlled or owned by or is under common ownership or control with United, and offers one or more of the Products. Affiliates offering the Products shall be specified in the Agent Compensation Schedule attached hereto and incorporated herein as **Exhibit A** to this Agreement.

1.2 **CMS** is the Centers for Medicare & Medicaid Services.

1.3 **CMS Contract** is the contract entered into by CMS and the Company pursuant to which the Company offers the MA Plans and PDP Plans in a specified service area or region.

1.4 **Field Marketing Organization (FMO)** is an independent contractor, who or which has entered into a contract with Company for the marketing and promotion of the Products and has directly or indirectly through a General Agent recommended Agent for appointment by the Company to market and promote the Products.

1.5 **General Agent** is an appropriately licensed, independent contractor, appointed by the Company, free to exercise his or its own judgment as to the time and manner of performing services pursuant to an agreement between the General Agent and the Company and authorized to recommend another agent for appointment as a General Agent, Agent or Solicitor Agent. A General Agent can be categorized in any one of three levels, General Agent (GA), Super General Agent (SGA) or Master General Agent (MGA) as set forth in the Relationship Hierarchy attached hereto and incorporated herein as **Exhibit B**. For clarification, an SGA can recommend an MGA, GA, Agent and Solicitor; and an MGA can recommend a GA, Agent, and Solicitor.

1.6 **MA Plan** is any Medicare Advantage Plan that may now or in the future be offered to individual Medicare beneficiaries by the Company and subject to this Agreement, including, but not limited to, Local HMO and PPO Plans (“Local MA Plans”), Special Needs Plans (“SNPs”), Regional Preferred Provider Plans, and Private Fee for Service Plans (“PFFS Plans”). The definition of MA Plan includes MA Plans which include prescription drug plan benefits (“MA-PD Plans”).

1.7 **Med Supp Plan** is a Medicare supplement insurance product authorized under applicable federal and state laws and regulations that may now or in the future be offered to individual beneficiaries by the Company.

1.8 **Medicare Laws and Regulations** are (i) the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (the “MMA”); (ii) Part C and Part D of Title XVIII of the Social Security Act and all rules and regulations related thereto that are from time to time adopted by CMS; (iii) all administrative guidelines (including Marketing Guidelines), bulletins, manuals, instructions, requirements, policies, standards or directives from time to time adopted or issued by CMS or the Department of Health and Human Services (“HHS”) relating to any of the foregoing; and (iv) any laws and regulations enacted, adopted, promulgated, applied, followed or imposed by any governmental authority or court in respect of Medicare or any successor federal governmental program, as any of the preceding Medicare Laws and Regulations from time to time may be amended, modified, revised or replaced, or interpreted by any governmental authority or court.

1.9 **Member** is an eligible individual who has been enrolled by the Company in one of the Products.

1.10 **PDP Plan** is any stand-alone Medicare Part D Prescription Drug Plan that may now or in the future be offered to individual Medicare beneficiaries by the Company and subject to this Agreement..

1.11 **Product** means MA Plan, PDP Plan, Med Supp Plan and any other health plans and products as may be designated by the Company. Products are specifically set forth in the Agent Compensation Schedule attached hereto and incorporated herein as **Exhibit A**.

1.13 **Solicitor Agent** is an appropriately licensed captive agent employed by or independently contracted with FMO, General Agent or Agent appointed by the Company, and is free to exercise his or its own judgment as to the time and manner of performing services pursuant to a direct or indirect agreement between the Solicitor Agent and the FMO, General Agent or Agent. Company shall under no circumstance be responsible for compensating Solicitor Agents.

ARTICLE TWO APPOINTMENT, DUTIES AND LIMITATIONS ON AUTHORITY

2.1 **Appointment.** Subject to the terms and conditions of this Agreement, the Company hereby appoints Agent for all new business sales to solicit applications for Products either directly or, if applicable, through its Solicitor Agent(s) who are designated to the Company in writing by Agent and appointed by the Company. Agent hereby accepts such appointment. Agent acknowledges and agrees that the authorization and appointment as set forth in this Agreement is limited to the service areas as the Company may designate in writing from time to time or may otherwise make such list of service areas available to, and accessible by, Agent. The service area is specifically set forth in the Agent Compensation Schedule attached hereto and incorporated herein as **Exhibit A**. The Company may add, modify or delete any such service areas in the Company’s sole discretion upon thirty (30) days prior written notice to Agent, or such shorter period as may be required under applicable law.

2.2 **Duties of Agent.** Agent shall:

a. Before promoting or marketing the Products and on an annual basis thereafter, attend all training required by the Company and be certified by the Company as having completed all training required by the Company, it being specifically acknowledged and agreed by Agent that no compensation shall be paid under this Agreement unless such training has been completed and such certification is received prior to the policy being written. Agent shall promote to each prospective Member only those Products for which the prospective Member is qualified to enroll and which Agent in good faith believes meets the needs of the prospective Member;

b. Upon recommendation of FMO or General Agent, be appointed by the Company with the applicable state regulatory agency before promoting and marketing the Products in the state(s) covered by this Agreement;

c. Notify the Company, and upon recommendation of FMO or General Agent, be appointed by the Company with the applicable state regulatory agency before promoting and marketing the Products in any additional state(s) covered by this Agreement;

d. Hold and maintain, in good standing, any license, certification or registration (collectively, "license") required to perform Agent's duties under this Agreement in each state where Agent promotes and markets the Products, and immediately notify the Company of (i) any expiration, termination, suspension, or other action affecting such license, and (ii) any disciplinary proceedings against Agent or against any of Agent's principals, partners, shareholders, directors, officers or employees relating to any license issued to any such person by a regulatory authority. All state licensures and state license fees are the responsibility of Agent and not the Company;

e. In coordination with FMO or General Agent, promote the Products and solicit and procure applications from interested and eligible beneficiaries using the Company's designated marketing materials and application forms, including, without limitation, the collection of information designated by the Company and CMS to process enrollments and the transmission of enrollment information to the Company in a manner specified by the Company (for example, utilizing an Internet-based enrollment facility, via electronic file transmission or via facsimile transmission) and in compliance with standards and requirements that may be established by the Company;

f. Strictly comply with the Company's policies and procedures relating to promoting and marketing the Products to eligible beneficiaries, including the following:

- i. Agent will complete all training required by the Company for the promotion and marketing of the Products and read all Marketing Guidelines (as defined in Section 2.4 of this Agreement), and will comply with all policies therein;
- ii. Agent shall not make representations with respect to the nature or scope of the benefits of enrollment in the Products except in conformity with the written guidelines and marketing materials furnished by the Company to Agent for that purpose. These written guidelines specifically include, but are not limited to, (i) CMS's Medicare Marketing Guidelines For Medicare Advantage Plans, Prescription Drug Plans and 1876 Cost Plans and any and all updates, revisions and additions thereto and (ii) such other written guidelines and marketing materials that may be issued by CMS and/or established by the Company and furnished to Agent (collectively, the "Marketing Guidelines"). By entering into this Agreement, Agent is acknowledging it has received, read and understands the Marketing Guidelines;
- iii. Agent shall have no authority to, and will not purport to, make any oral or written alteration, modification, or waiver of any of the terms or conditions applicable to enrollment in the Products;
- iv. Agent shall make all disclosures to eligible Medicare beneficiaries in accordance with the Marketing Guidelines, including the following: (i) If Agent is meeting with a Medicare beneficiary, Agent shall clearly identify to the Medicare beneficiary that Agent will be discussing the Company's MA Plans and/or PDP Plans, before Agent markets to the Medicare beneficiary; and (ii) Agent shall, prior to the enrollment or at the time of enrollment, make the following disclosure in writing to the Medicare beneficiary: "The person that is discussing plan options with you is contracted with <plan name, as provided by Company>. The person is compensated based upon your enrollment in a plan.";
- v. Agent shall make no payments or gifts in violation of Medicare Laws and Regulations and applicable federal and state laws and regulations to any eligible beneficiaries or any Members;
- vi. Agent shall be subject to, and cooperate with, the "Sales Training Incident" program established by the Company;

- vii. Agent shall ensure that all information on Agent's solicited applications is completely filled in by the eligible beneficiary applicant or by Agent in the applicant's presence or by the applicant's legal representative in his or her presence;
- g. Maintain proper records and accounts of all transactions pertaining to this Agreement, make such records and accounts available to the Company or its representatives during normal business hours upon seven (7) business days prior notice; and turn such records over to the Company immediately upon termination of this Agreement, provided that Agent may retain copies of such records for its files;
- h. Maintain and make available for inspection complete books and records of all transactions pertaining to this Agreement, as required by Medicare Laws and Regulations and as set forth in the Medicare Regulatory Addendum attached to this Agreement as **Exhibit C** and incorporated herein, and as may otherwise be required under state insurance laws and regulations or by any governmental entity or regulatory agency;
- i. Generally endeavor to promote the interests of the Company as contemplated by this Agreement; and conduct itself so as not to affect adversely the business or reputation of itself or the Company;
- j. As applicable, inform prospective Members how premium payments for the Products are to be made, as prescribed by the Company and consistent with CMS requirements and applicable state and federal laws;
- k. As applicable, hold any check or monies received by Agent for or on behalf of the Company in a fiduciary capacity and keep such funds segregated from Agent's assets, it being specifically agreed that any such funds shall be deposited to a trust account in a state or federal bank authorized to do business in the state where the deposit is made and insured by an appropriate federal insuring agency no later than one (1) business day after receipt of such funds, and shall be transmitted to the Company within five (5) business days; provided, that to the extent applicable laws and regulations provide for more stringent requirements relating to receipt, handling or transmission of funds, Agent shall comply with the more stringent requirements;
- l. Timely pay to the Company all monies which may be or become due to it by reason of advances or loans or overpayments to Agent or otherwise;
- m. Follow and be governed by the terms and conditions of this Agreement and conform to the policies, procedures, rules and regulations of the Company now or hereafter to become in force, which policies, procedures, rules and regulations shall constitute a part of this Agreement.
- n. Use best efforts to keep Members enrolled in the Products by providing prompt service to Members;
- o. Promptly report to the Company any complaints or inquiries of which it becomes aware (and the facts relevant thereto) to or from any governmental authority regarding Agent or the Company; and fully cooperate with, promptly respond to any requests for information from, and provide assistance to the Company and the Company's designees, as reasonably requested by the Company, on any complaints or inquiries received relating to Agent or the Company;
- p. Adhere to the Relationship Hierarchy attached hereto as **Exhibit B** and incorporated herein;
- q. Comply with the Medicare Regulatory Addendum attached hereto as **Exhibit C** and incorporated herein;
- r. Comply with the HIPAA Business Associate Addendum attached hereto as **Exhibit D** and incorporated herein;
- s. Comply with and meet the performance requirements which the Company may establish from time to time; it being acknowledged and agreed by Agent that failure to comply with and meet such performance requirements may result in termination of this Agreement;

- t. Comply with any and all requests made by FMO and General Agent on behalf of the Company;
- u. Use only the individually identifiable writing number assigned to Agent by the Company on applicable documents;
- v. If authorized by the Company to promote and market any Products which are AARP branded, comply with the Branded Products Addendum attached hereto as **Exhibit E** and incorporated herein; and
- w. To the extent that Agent, directly or indirectly, has any arrangements with any subcontractors to perform any services in connection with this Agreement, ensure that any such subcontractors perform in compliance with the terms and conditions of this Agreement. If a subcontractor is performing services in a manner which is not in compliance with the terms and conditions of this Agreement, or upon the Company's request, Agent shall terminate any relationship with any such subcontractor.

2.3 **Limitations on Authority**. Notwithstanding any other provision in this Agreement, Agent has no authority to nor shall it represent itself as having such authority to nor shall it do any of the following:

- a. Hold itself out as an employee, partner, joint venture or associate of the Company;
- b. Hold itself out as an agent of the Company in any manner, or for any purpose, except as specified in this Agreement;
- c. Alter, modify, waive or change any of the terms, rates or conditions of any advertisements or other promotional literature, receipts, policies or contracts of the Company in any respect;
- d. Insert any advertising in respect to the Company or the Products in any publication whatsoever, distribute any promotional literature or other information in any media, or use the logo/service marks of the Company without prior written authority of the Company;
- e. Collect, or authorize any other person to collect, any premiums or payments on behalf of the Company whatsoever, except the initial premium if authorized by the Company;
- f. Bind the Company on any application for any Product, it being expressly understood that all applications must be approved by the Company and/or CMS;
- g. Incur any indebtedness or liability, make, alter, or discharge contracts, waive or forfeit any of the Company's rights, requirements or conditions under the Products, extend the time of payment of any premium, or waive payment in cash on behalf of the Company;
- h. Transfer or sell the business of the Agent created by this Agreement without the Company's prior written consent which shall not be unreasonably withheld, it being acknowledged and agreed by Agent that such business belongs exclusively to the Company;
- i. Except as may be otherwise permitted by prior approval of the Company, deduct any payments due Agent from premiums or payments collected on behalf of the Company;
- j. Except with prior approval of the Company, be contracted or otherwise affiliated with more than one FMO or General Agent (or Agent, in the case of a Solicitor Agent), as the case may be, at any given time in the service area designated by the Company to such FMO, General Agent or Agent. In the event that Agent wishes to contract or otherwise affiliate with a different FMO or General Agent (or Agent, in the case of a Solicitor Agent), Agent may do so only in accordance with Company rules and regulations and such additional terms and conditions as the Company may specify; or
- k. Knowingly permit any party to inappropriately use the individually identifiable writing number issued to Agent by the Company on applications solicited by such party.

2.4 **Duties of the Company.** The Company shall furnish to Agent the marketing and enrollment materials for marketing and promotion of the Products. Agent specifically acknowledges that marketing and enrollment materials must be approved by CMS and the Company and that the enrollment of Members into MA Plans and PDP Plans is governed by Medicare Laws and Regulations. Agent further acknowledges that marketing and enrollment materials for Med Supp Plans and other health plans and products which are subject to state regulations must be approved by applicable state regulatory agencies and are governed by state laws and regulations.

2.5 **Company's Right to Modify Products and Service Area.** Subject to Medicare Laws and Regulations and applicable federal and state laws and regulations, the Company may, in its discretion, discontinue or modify any of the Products. Company may, in its sole discretion, limit which Products Agent is authorized to solicit applications for on the Company's behalf. Company may, in its sole discretion, add, discontinue or modify any of the service areas in which Agent is authorized to solicit applications for any Products upon thirty (30) days prior written notice to Agent, or such shorter period as may be required under applicable law.

2.6 **Relationship of Parties.** Agent is an independent contractor and nothing contained in this Agreement shall be construed to create an employer and employee relationship between the Company and Agent. The Company shall not be bound or liable for any actions taken or representations made by Agent beyond the scope or in violation of this Agreement. Agent shall be responsible for all taxes on compensation earned by it under this Agreement. Agent shall be responsible for providing any and all insurance coverages it is required to provide for itself, or for any of its employees, by law. Except as provided in this Agreement, Company does not control the time, place or manner of Agent's activities. Each party shall be solely responsible for and shall hold the other party harmless against any obligation for payment of wages, salaries, other compensation (including all state, federal, and local taxes and mandatory employee benefits) or insurance and voluntary employment-related or other contractual or fringe benefits as may be due and payable by the party to or on behalf of such party's employees and other contractors. Neither party shall use the trademarks or tradenames of the other party except as specifically contemplated by this Agreement. Agent shall not advertise using the name of Company without the express written approval of Company.

2.7 **Litigation.** Agent shall not initiate litigation in any dispute between Agent and any prospective or existing Member without the prior written consent of the Company, which consent may be withheld by the Company for any or no reason. If any legal action is brought against either party hereto, or against both parties jointly, by reason of any alleged act, fault or failure of Agent in connection with its activities hereunder, the Company may require Agent to defend such action, or, at its sole option, the Company may defend such action and expend such sums as may be reasonable therefor, including reasonable attorneys' fees, and Agent shall be chargeable therewith as well as with any amounts which may be recovered against the Company by judgment, settlement or otherwise in any such action, which amount Agent shall pay to the Company on demand.

2.8 **Indemnification.** Agent shall defend, indemnify and hold the Company harmless from and against any and all injuries, claims, demands, liabilities, suits at law or in equity or judgments of any nature whatsoever which the Company, its employees, representatives or third parties may sustain or incur by reason of any act, neglect or default of Agent in connection with the performance of this Agreement or the timely and accurate payment of commissions, fees or other compensation to Agent by FMO or General Agent. Agent shall indemnify and hold the Company harmless from and against any and all damages, claims, demands or liabilities which Agent or a third party may incur as a result of the installation and use of any software provided by the Company to Agent in connection with its activities under this Agreement.

2.9 **Non-Solicitation.** During the term of this Agreement and for a period of one year following the later of (a) the effective date of termination of this Agreement; or (b) the last day in the month in which the Company pays any renewal fees, Agent shall not, directly or indirectly, other than in performance of its obligations hereunder, (i) solicit any business from a Member of the Company in a manner that is in violation of Medicare Laws and Regulations, including the prohibition on steerage and "cherry picking", or in violation of any other applicable state or federal laws and regulations; or (ii) knowingly employ or engage or offer to employ or engage any person who is then (or was at

any time within one year prior to the time of such employment, engagement or offer) an employee, sales representative or agent of the Company, unless mutually agreed to by the parties.

2.10 **Solicitor Agents**. If Agent engages or employs any Solicitor Agents, Agent shall ensure that all duties, obligations, and limitations on authority applicable to Agent in this Agreement are held enforceable against such Solicitor Agents. Agent must immediately notify the Company of the termination of the engagement or employment of any of its Solicitor Agents.

2.11 **Promoting the Products in Compliance with Medicare Marketing Guidelines and Applicable Laws and Regulations**. Notwithstanding any other provision in this Agreement, Agent agrees, on behalf of itself and its employees, agents and contractors, if any, to strictly comply with the Company's policies and procedures and all applicable federal and state laws, rules and regulations (including, but not limited to, anti-kickback statutes, false claims acts and fraud and abuse statutes) relating to promoting the Products to Members. Agent will complete the training required by the Company for the promotion and marketing of the Products and read all Marketing Guidelines (as defined below), and will comply with all policies therein. Agent shall not make representations with respect to the nature or scope of the benefits of enrollment in the Products except in conformity with the written guidelines and marketing materials furnished by the Company to Agent for that purpose. These written guidelines specifically include, but are not limited to, (i) CMS's Medicare Marketing Guidelines For Medicare Advantage Plans, Prescription Drug Plans and 1876 Cost Plans and any and all updates, revisions and additions thereto and (ii) such other written guidelines and marketing materials that may be issued by CMS or other applicable regulatory agencies or otherwise be established by the Company and furnished to Agent (collectively, the "Marketing Guidelines"). By entering into this Agreement, Agent is acknowledging it has received, read and understands the Marketing Guidelines. Agent shall have no authority to, and will not purport to, make any oral or written alteration, modification or waiver of any of the terms or conditions applicable to enrollment in the Products. Agent shall make all disclosures to eligible Medicare beneficiaries in accordance with the Marketing Guidelines, including the following: (i) if Agent is meeting with a Medicare beneficiary, Agent shall clearly identify to the Medicare beneficiary that Agent will be discussing the Company's MA Plans and/or PDP Plans before Agent markets to the Medicare beneficiary, (ii) Agent shall, prior to the enrollment or at the time of enrollment, make the following disclosure in writing to the Medicare beneficiary: "The person that is discussing plan options with you is contracted with <plan name, as provided by Company>. The person is compensated based upon your enrollment in a plan" and (iii) if Agent makes any presentation regarding the Company's PFFS Plans, Agent shall strictly comply with the Company and CMS requirements specifically relating to PFFS Plans. Agent shall make no payments or gifts of any kind to any eligible Medicare beneficiaries or any Members. Agent shall be subject to, and cooperate with, the "Sales Training Incident" program established by the Company.

ARTICLE THREE COMPENSATION WHILE AGREEMENT IS IN EFFECT

3.1 **Compensation to Agent**. Except as set forth in Sections 3.2 and 3.3 below, the Company will pay Agent the compensation in accordance with the Agent Compensation Schedule attached as **Exhibit A**, and Agent agrees that following terms and conditions shall apply:

a. Agent shall receive compensation only on business submitted to the Company directly by the Agent or through the FMO or General Agent. Agent shall accept the compensation as set forth on the Agent Commission Schedule as compensation in full for all services performed and for all expenses incurred by Agent for the promotion and sale of the Products. In all cases where Agent's claim to compensation is disputed or is otherwise questionable, the Company shall have the right, in its sole and absolute discretion, to decide and settle the dispute. The decision of the Company shall be final, binding, conclusive and not subject to appeal.

b. The Company may, at any time, increase or decrease the compensation payable as specified on the Agent Commission Schedule, and may set the compensation payable on any or all additional products which are added to the Agreement by furnishing to Agent written notice. Notwithstanding the foregoing, any change in the compensation payable shall not be retroactive, and shall apply only to products sold by Agent on or after the effective

date specified in the written notice, which effective date shall be at least thirty (30) days after the date on which such written notice is furnished to Agent.

c. All compensation due to Agent under this Agreement shall be based on the enrollment of Members in a Product, as determined by CMS and/or the Company, as the case may be.

- i. Deductions for Non-Enrollment. If the Company, in its sole discretion, elects to pay any compensation to Agent prior to receiving CMS confirmation of the enrollment of a Member and CMS does not, in fact, enroll the individual, Agent shall promptly refund such compensation paid to Agent and attributable to such individual. The Company may deduct such compensation from amounts otherwise owed by the Company to Agent.
- ii. Deductions for Rapid Disenrollment. If a Member voluntarily disenrolls from an MA Plan or PDP Plan within ninety (90) days of enrollment, and the Company has paid any compensation to Agent for such Member, Agent shall refund such compensation paid to Agent and attributable to such Member. The Company may deduct such compensation from amounts otherwise owed by the Company to Agent and shall provide Agent with information supporting the amount of any such deductions taken pursuant to this provision.

d. The Company may offset and deduct any compensation which would otherwise be due and payable to Agent by any amounts the Company determines were inappropriately or fraudulently paid to Agent by the Company previously in violation of this Agreement.

e. The Company, in its sole discretion, may from time to time provide additional compensation to Agent in the form of monetary or non-monetary incentives earned based on performance (e.g., sales contests). The terms and conditions under which such additional compensation can be earned shall be provided to Agent in writing, and all such incentive programs shall be administered in compliance with Medicare Laws and Regulations and all applicable state and federal laws and regulations.

3.2 **Compensation by FMO or General Agent.** Agent acknowledges and agrees that certain FMOs and General Agents that contract with the Company may be responsible for compensating Agent, and in such cases, the Company shall have no responsibility to compensate Agent for Products marketed through such FMOs and General Agents. In such cases, Agent shall look solely to the FMO or General Agent for compensation for the marketing and promotion of the Products, and Agent acknowledges and agrees that under no circumstances shall Agent have any claim against United or any Affiliates for any compensation or any other payment whatsoever in connection with Agent's activities in connection with the Products marketed through such FMOs and General Agents.

3.3 **Responsibility for Indebtedness to Company.** Agent shall be responsible for and agrees to reimburse and indemnify the Company for (i) any unearned or improperly or mistakenly paid commissions and (ii) any obligation or any sum which may be due and payable to the Company by Agent under this Agreement (collectively, "Indebtedness"). Agent grants the Company a first lien in and to all compensation payable under this Agreement and any compensation payable under any other agreement between the Company and Agent, for any debt due from Agent, including sums advanced or loaned by the Company. At any time during the term of this Agreement and at any time following termination of this Agreement, the Company may withhold, deduct and apply all sums due which would otherwise be due and payable to Agent to reduce any Indebtedness. The Company may, in its sole discretion, demand full payment of any Indebtedness that remains outstanding for more than thirty (30) days. Agent agrees to pay the Company any and all Indebtedness immediately upon demand. If such Indebtedness is not paid within thirty (30) days of the Company's written demand for payment, the Company will be entitled to recover, in addition to such Indebtedness, all cost of collection, including, but not limited to, court costs, reasonable attorneys fees and other expenses. Failure to pay any Indebtedness within thirty (30) days of Company's written demand for payment shall also be the basis for termination of this Agreement with cause. This Section 3.3 shall survive termination of this Agreement.

ARTICLE FOUR
TERMINATION AND SUSPENSION

4.1 **Term of Agreement.** The term of this Agreement shall begin on the date first written above (the “Effective Date”) and shall continue until terminated in accordance with the provisions of this Article Four.

4.2 **Termination Without Cause.** This Agreement may be terminated without cause by either Agent or the Company upon thirty (30) days prior written notice or such minimum number of days as required by applicable law, which notice shall be provided in accordance with the notice procedures set forth in this Agreement.

4.3 **Automatic Termination.** This Agreement shall terminate automatically upon the occurrence of any of the following events:

- a. If the Agent is an individual, upon the death of the individual;
- b. If the Agent is a partnership, upon the death of any partner or any change in the partners composing the partnership, or dissolution of the partnership for any reason;
- c. If the Agent is a corporation, upon the dissolution of the corporation or disqualification of the corporation to do business under applicable state laws;
- d. The loss, restriction, revocation or suspension of Agent’s insurance license, certification or registration by any Federal or state regulatory authority having jurisdiction over the parties;
- e. The Agent’s business is sold, transferred or merged and the Company has not consented to such sale, transfer or merger or has not appointed the successor; or
- f. The Agent is unable to pay debts as they mature, makes an assignment for the benefit of creditors or becomes the subject of bankruptcy, insolvency or similar proceedings.

4.4 **Termination With Cause.** The Company may immediately terminate this Agreement for cause upon written notice to Agent upon the occurrence of any of the following events (and notify applicable state and/or Federal regulatory authorities of the same):

- a. The failure of Agent to comply with the policies, procedures, rules and regulations of the Company, the Medicare Laws and Regulations, or the laws or regulations of the states in which the Agent is licensed to conduct business or any Federal or state regulatory authority having jurisdiction over the parties;
- b. The failure of Agent to provide the Company with certificates or insurance, as required under Section 5.4, and to maintain the insurance coverages set forth in this Agreement;
- c. The failure of Agent to otherwise conform to the terms and conditions of this Agreement;
- d. The conviction of Agent or any of its principals, shareholders, directors or officers of a felony crime or any other crime involving moral turpitude;
- e. If Agent or any principal, partner, shareholder, director or officer of Agent directly or indirectly and systematically contacts communicates or meets with any Member for the purpose of replacing a Product offered by the Company with a Medicare Advantage Plan, Prescription Drug Plan or other product offered by a Medicare Advantage Organization, Prescription Drug Plan Sponsor, or other entity which is not an affiliated with the Company;

f. Agent is contracted or otherwise affiliated with more than one (1) FMO or one (1) General Agent, as the case may be, at any given time in the service area designated by the Company to market and promote the Products; or

g. The promotion and marketing of the Products by Agent or any of its principals, shareholders, directors or officers when a suspension is in effect, as specified in Section 4.5, below.

4.5 **Suspension and Corrective Action of Agent.** In the event that the Company becomes aware of allegations, through Member complaints or otherwise, that Agent may have engaged in conduct in violation of this Agreement, the Company may suspend Agent's authority under this Agreement pending the Company's final outcome of an investigation of such allegations. During the time such suspension is in effect, Agent may not market or promote the Products on behalf of the Company or receive compensation on any Products sold; provided, however, that the Company shall continue to pay compensation in accordance with the terms and conditions of this Agreement on Agent's existing business submitted prior to the date of the suspension. The Company reserves the right to initiate corrective action against Agent where the Company has determined Agent has engaged in any conduct in violation of this Agreement.

4.6 **Specific Obligations of Agent to the Company and Members Following Termination of Agreement.** Following termination of this Agreement, Agent shall direct all inquiries from Members regarding the Products to the Company. Agent shall continue to act in accordance with Medicare Laws and Regulations and federal and state laws and regulations applicable to marketing representatives, and shall refrain from making any negative statements about the Company or the Company's Products to Members or other beneficiaries. Agent shall continue to act in accordance with the provisions of the HIPAA Business Associate Addendum attached to this Agreement. Without limiting the foregoing, Agent shall refrain from using or disclosing Member names and contact information, as well as all other Protected Health Information, as defined in the HIPAA Business Associate Addendum attached to this Agreement. At the request of the Company, Agent shall copy all requested records in its possession relating to applicants for MA Plans, PDP Plans, Med Supp Plans and/or other Products and relating to Members and forward such copies to the Company. The cost of copying such records shall be borne by Agent.

4.7 **Compensation Following Termination of Agreement; Vesting.**

a. In the event this Agreement is automatically terminated under Section 4.3 or is terminated with cause by Company under Section 4.4, the Company shall cease paying compensation to Agent and no further payment shall be due. This termination of payment shall be independent of any other rights that Company may have as a result of the breach of this Agreement.

b. Upon the termination without cause of this Agreement by the Company, the compensation due to Agent as set forth in the Agent Commission Schedule in effect as of the termination date of this Agreement shall be vested in Agent and payable to Agent by the Company regardless of whether this Agreement is still in force at the time such compensation becomes due for so long as the Member remains enrolled in the Product with the Company and the premiums continued to be paid by CMS and the Member, as applicable. The obligation of the Company to pay compensation shall cease in the event that (i) Agent, at any time while such payments continue, contacts existing Members for the purpose of replacing any of the Products with a Medicare Advantage Plan, Prescription Drug Plan, Medicare Supplement Plan or other Product offered by another MA Organization, PDP Plan Sponsor, health plan or insurer (notwithstanding anything to the contrary herein above, the parties expressly acknowledge and agree that the occasional or inadvertent replacement of business is practically unavoidable and that unless such conduct is part of an intentional effort to migrate the Company's business to a competitor of the Company, it shall not give rise to the cessation of payments provided for hereunder and furthermore, the parties hereto acknowledge and agree that the foregoing shall not apply in any instance where the Company's services or coverage are no longer generally accepted in such Member's geographic area), (ii) Agent, at any time while payments continue, engages in any of the conduct set forth in Section 4.4 which would have given rise to a termination for breach, or (iii) the Company's payments to Agent as required by this Agreement are less than Six Hundred Dollars (\$600.00) per year. This Section 4.7 shall survive termination of this Agreement.

4.8 **Termination of Solicitor Agent.** If Agent contracts with or is otherwise affiliated with any Solicitor Agent, then termination of Agent shall result in the termination of any and all Solicitor Agents. The Company may,

in its sole and absolute discretion, terminate the participation of any Solicitor Agent by providing advance written notice of such termination to Agent. Upon receiving such notice from the Company, Agent shall cause any terminated Solicitor Agent to cease marketing the Products and to cease soliciting applications on behalf of the Company. The Company shall have no obligation to pay any further compensation to Agent with respect to any enrollments which are originated by any Solicitor Agent who or which has been terminated. The termination of participation of any one or more Solicitor Agent by the Company shall not affect the performance of this Agreement by Agent and the remaining Solicitor Agents that have not been terminated by the Company. The termination of any Solicitor Agent's participation hereunder shall not prevent the subsequent termination of this Agreement in its entirety by the Company in accordance with the provisions of this Article Four or as otherwise permitted by this Agreement.

ARTICLE FIVE GENERAL PROVISIONS

5.1 **Intellectual Property Rights; Confidential Information.** Agent agrees that all marketing and promotional materials, advertisements, circulars, brochures or similar material concerning the Products, rate and benefit schedules, contracts, records files, software, manuals, forms and other materials and information furnished by the Company, whether furnished in paper form, electronic format or through the Internet, is and shall remain confidential and proprietary to the Company. Agent agrees that such proprietary and confidential information shall only be used by Agent in connection with its performance under this Agreement and only in the manner provided by this Agreement. Agent shall not use any of the Company's proprietary and confidential information to directly or indirectly compete with the Company or to assist any competitor of the Company to compete with the Company during the term of this Agreement or at any time thereafter. Upon expiration or termination of this Agreement, Agent shall immediately return all proprietary and confidential information. Agent agrees that this Agreement is and shall remain confidential, and Agent agrees not to disclose this Agreement, or any term of it, to any third party without the prior written consent of the Company, except as required by law. Agent acknowledges and agrees that the Company owns all tangible property, including, but not limited to, goods, equipment, documents, spreadsheets, notes, disks, text, artwork, computer software, and similar property provided to Agent by the Company or produced by Agent at the Company's expense or based on the Company's proprietary and confidential information. Agent agrees to deliver this tangible property to the Company promptly upon the Company's request, but in any event, after Agent is finished using such tangible property in performing the services under this Agreement.

5.2 **Assignment.** Neither this Agreement nor any of the duties or benefits of this Agreement shall be assigned or transferred, either in whole or in part, without the prior written consent of the Company.

5.3 **Amendments; Other Agreements.**

a. **Unilateral Amendments.** The Company may amend this Agreement by providing written notice of the amendment and its effective date to Agent thirty (30) or more days before the proposed effective date of such amendment. The amendment will automatically become effective without Agent's written agreement unless Agent notifies the Company that Agent is terminating this Agreement before the effective date of the amendment.

b. **Amendments to Comply with Laws and Regulations.** The Company may amend, revise or supplement this Agreement with written notice to Agent in order to maintain compliance with Medicare Laws and Regulations and any applicable state, federal or local statutes, ordinances, codes, rules, regulations, restrictions, orders, procedures, directives, guidelines, policies or requirements enacted, adopted, applied or imposed by any governmental authority or court. The written notice shall specify the effective date of the amendment, revision or supplement to the provisions of this Agreement. Such amendment shall be binding upon Agent and shall not require the consent of Agent.

c. **Agreements for Sale of Other Products.** Nothing in this Agreement shall preclude Agent from entering into agreements with the Company for the sale of any Company products other than the Products, and no provision of this Agreement shall be construed to supplant or modify any provision of any such agreements.

d. Prior Agreements. The Company and Agent agree that this Agreement, including all exhibits, appendices and addenda attached hereto or incorporated into this Agreement by reference, constitutes the entire agreement between the Company and Agent and will, upon execution by the parties, supersede any prior agreement, oral or written, between the parties concerning the subject matter of this Agreement. If any such agreements are in existence, they are, upon execution of this Agreement by the parties, hereby cancelled, except with respect to any compensation or commissions payable thereunder, which compensation or commissions shall continue to be paid in accordance with the terms thereof.

5.4 Insurance. Agent shall maintain the following insurance coverages:

a. If Agent is an employer of one or more employees, workers compensation and employers liability coverage with minimum limits of:

i. Workers Compensation-Statutory as required by law.

ii. Employer's Liability-

Bodily injury by accident: \$1,000,000 each accident

Bodily injury by disease: \$1,000,000 each employee

Bodily injury by disease: \$1,000,000 policy limit

b. Agent's Errors and Omissions Insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) annual aggregate (\$3,000,000 annual aggregate if Agent is authorized to promote and market AARP branded Products).

c. If Agent has a claims-made based policy (or policies) and such policy (or policies) are cancelled or not renewed, Agent agrees to exercise any option contained in said policy (or policies) to extend the reporting period to the maximum period permitted; provided, however, that Agent need not exercise such option if the superseding insurer will accept all prior claims.

d. None of the foregoing requirements as to the type and limits of insurance to be maintained by Agent are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Agent under this Agreement. Each of Agent's insurance policies shall:

- i. be issued by companies that are admitted insurers in the jurisdiction in which the services or products are being provided;
- ii. be issued by companies that have an A.M. Best rating of not less than "A-" and are in a size category which is not lower than "VIII;"
- iii. be primary and noncontributory with any of the Company's insurance;
- iv. name the Company as an additional insured; (except workers compensation, employers liability and professional liability coverages) and provide the Company with thirty (30) days prior written notice of cancellation, non-renewal or material change in the form or limits of coverage.

Upon request of the Company, Agent shall cause its insurance carriers, brokers or agents to issue certificates of insurance to the Company evidencing all insurance coverages required by this Section. Notwithstanding any other provision of this Agreement, failure to provide the certificates of insurance shall be grounds for immediate termination of this Agreement.

5.5 **Waiver.** Failure of the Company to enforce compliance with the terms and conditions of this Agreement shall not be construed as a waiver of its rights to exercise the same at any time.

5.6 **Notice.** Any and all notices required or permitted to be given hereunder shall be in writing and may be sent by (i) personal delivery, (ii) commercial messenger service overnight delivery, (iii) United States Postal Service or (iv) facsimile transmission with electronic confirmation of successful transmission. Irrespective of the manner of delivery or transmission used, all such notices shall be properly addressed and directed with postage or delivery charges prepaid (if any) to the party at its respective address or facsimile number set forth below or to such other address which any party may designate in writing in accordance with the provisions of this Section 5.6.

If to Company: United HealthCare Insurance Company
Ovations
9900 Bren Road East
Minnetonka, MN 55343
Attention: Sr. Vice President of Distribution
Facsimile: 952-936-1396

with a copy to:

United HealthCare Insurance Company
Ovations
9900 Bren Road East
Minnetonka, MN 55343
Attention: Ovations Senior Legal Counsel
Facsimile: 952-936-4933

If to Agent: To Agent's address last known by the Company.

Notices sent by either personal delivery or facsimile transmission shall be deemed given upon independent written verification of receipt. Notices sent via overnight delivery shall be deemed given on the next business day. All other notices sent by either registered or certified mail shall be deemed given three (3) business days from mailing.

5.7 **Compliance with Applicable Law; Severability.** In the event any provision of this Agreement conflicts with laws applicable hereto or under which this Agreement is construed or if any provision of this Agreement shall be held illegal or unenforceable or partially illegal or unenforceable by a court or governmental authority with jurisdiction over the parties to this Agreement, then this Agreement shall be modified to conform with said laws or judicial determination and such provision shall be construed and enforced only to such extent as it may be a legal and enforceable provision, and all other provisions of this Agreement shall be given full effect separately therefrom and shall not be affected thereby.

5.8 **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Minnesota but otherwise without regard to conflicts of law principles.

5.9 **Incorporation of Other Legal Requirements.** Any provisions now or hereafter required to be included in the Agreement by any Federal or State governmental authority with competent jurisdiction over the subject matter hereof, including, but not limited to, CMS, shall be binding upon and enforceable against the parties hereto and deemed incorporated herein, irrespective of whether or not such provisions are expressly set forth in this Agreement.

5.10 **Survival of Terms.** The parties' respective rights and obligations under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive. This includes, by way of example but is not limited to, the obligations provided in the following Sections, Appendices and

Addenda: Insurance and Indemnification, **Exhibit A**, the Medicare Regulatory Addendum, and the HIPAA Business Associate Addendum.

5.11 **Signatures Delivered by Facsimile or E-Mail**. This Agreement, any amendments to this Agreement, and any other documents related to this Agreement (such as notices, etc.) to the extent bearing a signature by the person authorized by the respective party, but delivered by means of a facsimile machine or e-mail of a pdf file containing a copy of such executed document, shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of the Company, Agent shall re-execute original forms thereof and deliver them to the Company. No party hereto shall raise the use of a facsimile machine to deliver a signed document or the fact that any signed document or agreement or instrument was transmitted or communicated through the use of a facsimile machine or e-mail of a pdf file containing a copy of an executed agreement as a defense to the formation or enforceability of this agreement or any such agreement or instrument, and each such party forever waives any such defense.

5.12 **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

Signature page follows.

The following exhibits and attachments are incorporated by reference into this Agreement:

- **Exhibit A** Agent Compensation Schedule
- **Exhibit B** Hierarchy Relationship Addendum
- **Exhibit C** Medicare Regulatory Addendum
- **Exhibit D** HIPAA Business Associate Addendum
- **Exhibit E** Branded Products Addendum

Executed this ____ day of _____, 20__.

AGENT CONTRACTING AS

**UNITED HEALTHCARE INSURANCE
COMPANY, on behalf of itself and its Affiliates**

(Check one)

- INDIVIDUAL**
- PARTNERSHIP**
- CORPORATION**

Print Name on License

By: _____
Authorized Signature

By: _____
Company Officer

Title: _____

Title: _____

Address

City State Zip Code

Telephone Number: _____

Fax Number: _____

E-mail: _____

Tax I.D. Number: _____

EXHIBIT A

Agent Compensation Schedule

United HealthCare Insurance Company, on behalf of itself and Affiliates (collectively referred to as the “Company”) that operate Medicare Advantage Plans (MA Plans), Prescription Drug Plans (PDP Plans), Medicare supplement insurance plans (Med Supp Plans) and other health plans and products identified herein (the “Products”) will compensate Agent as follows for the marketing and promotion of the Products specified below.

The Company will compensate Agent, as set forth below, for each individual properly enrolled in those Products offered by the Company (a complete listing of which is available to Agent by the Company) which Agent is approved and authorized to market and promote by the Company in the jurisdiction(s) in which Agent is approved and authorized to operate in by the Company for the time periods set forth below.

All compensation payable to Agent is subject to cancellation or reduction, pursuant to Company guidelines and in compliance with state and federal laws and regulations, if such compensation is for the sale of a Product where Agent has enrolled a Member in a Product that replaces an existing in-force Company Product (or under some circumstances, as required by state laws and regulations, non-Company health insurance plan products) in which such Member was already enrolled.

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VIII. Service Area	page xv

I. PDP PLANS

One-Time Initial Payment for CMS Contract Year 2008 beginning with 01/01/08 Effective Enrollments for PDP Plans

A one-time initial payment will be made to Agent for each individual properly enrolled in a PDP Plan which Agent is approved and authorized to market and promote for the 2008 CMS Contract Year, beginning with 01/01/08 effective enrollments. **Such one-time initial payments will not be made if individual is already enrolled in a Company PDP Plan at the time of enrollment.** Payment will be made in the first commission payment cycle following the entry of a qualifying application into the Company's enrollment system.

\$70.00 One-time Initial Payment

Annual Renewal Fee

The Company shall pay Agent an annual renewal fee for each individual properly enrolled in a PDP Plan which Agent is approved and authorized to market and promote for the 2008 CMS Contract Year and who remains enrolled in the same PDP Plan in subsequent CMS Contract Years. **Such renewal fees will not be made if individual was already enrolled in a Company PDP Plan at the time of enrollment.** Payment will be made following the Company's receipt and processing of CMS confirmation that the renewing PDP Plan member has continued his or her enrollment in the PDP Plan following the close of the annual open enrollment period.

\$5.00 Annual Renewal Fee

II. MEDICARE ADVANTAGE PLANS – LOCAL MA PLANS AND SNPS

One-Time Initial Payment for CMS Contract Year 2008 beginning with 01/01/08 Effective Enrollments

A one-time initial payment will be made to Agent for each individual properly enrolled in a Local MA Plan/SNP which Agent is approved and authorized to market and promote for the 2008 CMS Contract Year, beginning with 01/01/08 effective enrollments. **Such one-time initial payments will not be made if individual is already enrolled in a Company Local MA Plan/SNP at the time of enrollment.** Payment will be made in the first commission payment cycle following the entry of a qualifying application into the Company's enrollment system.

One-Time Initial Payment for all States except California:

Electronic or Telephonic Enrollments: \$400.00

Paper Enrollments: \$360.00

One-Time Initial Payment for California:

Electronic or Telephonic Enrollments: \$550.00

Paper Enrollments: \$510.00

Monthly Renewal Fee

Beginning with the thirteenth (13th) month of continuous enrollment, a monthly renewal fee will be paid to Agent for each individual properly enrolled in a Local MA Plan/SNP for the 2008 CMS Contract Year. **Such renewal fees will not be made if individual was already enrolled in a Company Local MA Plan/SNP at the time of enrollment.**

\$5.00 Monthly Renewal Fee

III. MEDICARE ADVANTAGE PLANS -- PRIVATE FEE FOR SERVICE PLANS

The Company will compensate Agent as follows for each individual properly enrolled in a Private Fee For Service (PFFS) Plan which Agent is approved and authorized to market and promote for the remainder of the 2007 CMS Contract Year and for the 2008 CMS Contract Year, beginning with 01/01/08 effective enrollments, except that no compensation shall be paid to Agent for individuals residing in any of the “Non-Commissionable Counties” listed below:

One-Time Initial Payment for the Remainder of the 2007 CMS Contract Year and for CMS Contract Year 2008 Beginning with 01/01/2008 Effective Enrollments

Except for individuals residing in the “Non-Commissionable Counties” listed below, a one-time initial payment will be made to Agent for each individual properly enrolled in a PFFS Plan which Agent is approved and authorized to market and promote for the remainder of the 2007 CMS Contract Year and for the 2008 CMS Contract Year, beginning with 01/01/08 effective enrollments. **Such one-time initial payments will not be made if individual is already enrolled in a Company PFFS Plan at the time of enrollment.** Payment will be made in the first commission payment cycle following the entry of a qualifying application into the Company’s enrollment system.

One-Time Initial Payment:

Electronic or Telephonic Enrollments:	\$400.00
Paper Enrollments:	\$360.00

Monthly Renewal Fee

Except for individuals residing in the “Non-Commissionable Counties” listed below, beginning with the thirteenth (13th) month of continuous enrollment, a monthly renewal fee will be paid to Agent for each individual properly enrolled in a PFFS Plans for the remainder of the 2007 CMS Contract Year, and for the 2008 CMS Contract Year, beginning with 01/01/08 effective enrollments. **Such renewal fees will not be made if individual was already enrolled in a Company PFFS Plan at the time of enrollment.**

\$5.00	Monthly Renewal
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Non-Commissionable Counties for PFFS Plans

MINNESOTA

BECKER
BLUE EARTH
BROWN
CARLTON
CHIPPEWA
CLAY
CLEARWATER
COTTONWOOD
DOUGLAS
FARIBAULT
FILLMORE
FREEBORN
GRANT
HOUSTON
JACKSON
KANDIYOHI
KITTSO
LE SUEUR
LINCOLN
LYON
MARTIN
MEEKER
MORRISON
NICOLLET
NOBLES
OTTER TAIL
PENNINGTON
POPE
RED LAKE
REDWOOD
RICE
ROCK
ROSEAU
SHERBURNE
STEARNS
STEELE
SWIFT
TODD
TRAVERSE
WABASHA
WADENA
WASECA
WASHINGTON
WATONWAN
WILKIN
WINONA

WISCONSIN

ASHLAND
BAYFIELD
BURNETT
CHIPPEWA
DOUGLAS
DUNN
EAU CLAIRE
PIERCE
POLK
SAINT CROIX
SAWYER
WASHBURN

IV. MEDICARE SUPPLEMENT INSURANCE PLANS – NON AARP BRANDED

The Company will compensate Agent as follows for each individual properly enrolled in a non-AARP branded Medicare supplement insurance plan (“Non-AARP Branded Med Supp Plan”) which Agent is approved and authorized to market and promote.

The following compensation schedules have been filed for approval with the applicable state regulatory agencies and are subject to state approval. The Company may modify the compensation rates as required for state approval.

a. Medicare Supplement Plans C, F, F+, G and J.

Available in Alabama, Arizona, Colorado, Georgia, Iowa, Illinois, Kansas, Kentucky, Louisiana, Maryland, Missouri, North Carolina, Nevada, Ohio, Oklahoma, Oregon, South Carolina, Tennessee, Texas and West Virginia.

Policy Years 1- 6	
Agent	15%

Policy Years 7+	
Agent	2%

b. Medicare Supplement Plans C, F, F+ and G.

Available in California and Mississippi.

Policy Years 1- 6	
Agent	15%

Policy Years 7+	
Agent	2%

c. Medicare Supplement Plans A, B, C, E, F, F+ and G.

Available in Florida.

Policy Years 1- 6 Plan A	
Agent	4%

Policy Years 7+ Plan A	
Agent	2%

Policy Years 1- 6 Plans B, C, F and F+	
Agent	10%

Policy Years 7+ Plans B, C, F and F+	
Agent	2%

Policy Years 1- 6 Plan G	
Agent	15%

Policy Years 7+ Plan G	
Agent	2%

d. **Medicare Supplement Plans C, F, F+, G and J.**

Available in Indiana.

Policy Years 1- 6	
Agent	15%

Policy Years 7+	
Agent	0%

e. **Medicare Supplement Plans C, F, F+ and G.**

Available in Michigan.

Policy Years 1- 3	
Agent	25%

Policy Years 4+	
Agent	2%

f. **Medicare Supplement Plans A, B, C, D, F, F+, G and J.**

Available in Pennsylvania.

Policy Years 1- 6	
Agent	15%

Policy Years 7+	
Agent	2%

g. **Medicare Supplement Plans C, F, F+, G and J.**

Available in Washington.

All Policy Years Paid based on the current premium.	
Agent	8%

h. Medicare Supplement Plans Policy and Riders.

Available in Wisconsin (except for non-commissionable counties listed above under PFFS).

Policy Years 1- 6 Age 66+	
Agent	15%

Policy Years 7+ Age 66+	
Agent	2%

Policy Year 1 Age 65 and Under	
Agent	22%

Policy Years 2 - 6 Age 65 and Under	
Agent	12%

Policy Years 7+ Age 65 and Under	
Agent	5%

Payment of the above commissions shall be made in compliance with applicable state laws and regulations and subject to the provisions of the Agreement, including the following terms and conditions:

- a. Notwithstanding for commissions payable in the state of Washington, the Company shall have the right to cumulate any commissions due to Agent until such commissions equal at least twenty dollars (\$20.00).
- b. If the Company refunds any premium for any reason, Agent is indebted to the Company for any Agent commissions paid on that premium. Agent shall reimburse the Company for the premiums and commissions within thirty (30) days of the Company's written request. The Company may recover commissions in any lawful way.
- c. Commissions due to Agent are based on the first year collected premium amount (except in Washington, where it shall be based on the current premium amount) received by Company. Commission payments (including over-riding commission payments) shall be reduced by commission charge-backs for refunds of premium.
- d. Commissions are payable only when premium payments are current and no late premium payments are due. Agent shall not be entitled to commissions (including over-riding commissions) on premiums which would be owed for any Med Supp Plan but which have been waived by the Company. If any Med Supp Plan policy lapses for a period exceeding three (3) months and is not subsequently reinstated, there shall be no further obligation upon the Company to pay compensation hereunder for such Med Supp Plans unless said policy is reinstated through the direct efforts of Agent, as determined by the Company.

V. MEDICARE SUPPLEMENT INSURANCE PLANS – AARP BRANDED

The Company will compensate Agent as follows for each individual properly enrolled in an AARP branded Medicare supplement insurance plan (“AARP Branded Med Supp Plan”) which Agent is approved and authorized to market and promote.

The following compensation schedules have been filed for approval with the applicable state regulatory agencies and are subject to state approval. The Company may modify the compensation rates as required for state approval.

**AARP Medicare Supplement Plans
Commission Schedule Ages 65+**

States: AR, CA, NJ, NY
Plans: All Plans except A, K, L

First Year	
Agent	\$ 305.00

Renewal (Years 2-6)	
Agent	\$ 190.00

Plans: A, K, L

First Year	
Agent	\$ 152.50

Renewal (Years 2-6)	
Agent	\$ 115.00

States: AZ, CT, DE, FL, GA, ID, IL, KS, KY, LA, MA, MD, ME, MO, NC, NE, NH, NV, OH, PA, SC, TN, TX*
Plans: All Plans except A, K, L, MA Core Plan

First Year	
Agent	\$ 270.00

Renewal (Years 2-6)	
Agent	\$ 172.00

Plans: A, K, L, MA Core Plan

First Year	
Agent	\$ 135.00

Renewal (Years 2-6)	
Agent	\$ 107.00

* TX Renewal Commission paid for Years 2 to 7

States: AL, DC, IA, MS, MT, OK, RI, UT, VA, VT, WY
Plans: All Plans except A, K, L

First Year	
Agent	\$ 230.00

Renewal (Years 2-6)	
Agent	\$ 152.50

Plans: A, K, L

First Year	
Agent	\$ 115.00

Renewal (Years 2-6)	
Agent	\$ 95.00

**AARP Medicare Supplement Plans
Commission Schedule Ages 65+**

States: AK, CO*, HI, IN*, NM, OR, SD

Plans: All Plans except A, K, L

First Year	
Agent	\$ 190.00

Renewal (Years 2-6)	
Agent	\$ 135.00

Plans: A, K, L

First Year	
Agent	\$ 95.00

Renewal (Years 2-6)	
Agent	\$ 88.00

* CO, IN: Exception for A, K and L will not apply (Commissions same across all Plans)

States: GU, PR, VI

Plans: All Plans except A, K, L

First Year	
Agent	\$ 152.00

Renewal (Years 2-6)	
Agent	\$ 115.00

Plans: A, K, L

First Year	
Agent	\$ 76.00

Renewal (Years 2-6)	
Agent	\$ 57.50

States: MI, MN, ND, WI, WV

Plans: All Plans except A, K, L, MN Basic Plan, WI Basic Plan

First Year	
Agent	\$ 230.00

Renewal (Years 2-6)	
Agent	\$ 230.00

Plans: Plans A, K, L, MN Basic Plan, WI Basic Plan

First Year	
Agent	\$ 115.00

Renewal (Years 2-6)	
Agent	\$ 115.00

States: WA

Plans: All Plans

All Years	
Agent	8.0%

CO, IN, ME (Open Enrollment Only), MO, and WI: Under 65 Commissions same as 65+

Payment of the above commissions shall be made in compliance with applicable state laws and regulations and subject to the provisions of the Agreement, including the following terms and conditions:

- a. Notwithstanding for commissions payable in the state of Washington, the Company shall have the right to accumulate any commissions due to Agent until such commissions equal at least twenty dollars (\$20.00).
- b. If the Company refunds any premium for any reason, Agent is indebted to the Company for any Agent commissions paid on that premium. Agent shall reimburse the Company for the premiums and commissions within thirty (30) days of the Company's written request. The Company may recover commissions in any lawful way.
- c. Commissions due to Agent are based on the first year collected premium amount (except in Washington, where it shall be based on the current premium amount) received by Company. Commission payments (including over-riding commission payments) shall be reduced by commission charge-backs for refunds of premium.
- d. Commissions are payable only when premium payments are current and no late premium payments are due. Agent shall not be entitled to commissions (including over-riding commissions) on premiums which would be owed for any Med Supp Plan but which have been waived by the Company.
- e. If any Med Supp Plan policy lapses for a period exceeding three (3) months and is not subsequently reinstated, there shall be no further obligation upon the Company to pay compensation hereunder for such Med Supp Plans unless said policy is reinstated through the direct efforts of Agent, as determined by the Company.
- f. In a replacement situation, commission is limited to the appropriate Med Supp Plan renewal commission.
- g. In the state of New York, commission for the replacement of a MA Plan can not exceed the appropriate Med Supp Plan renewal commission.
- h. Commissions are not payable on Med Supp Plans sold through intermediary organizations such as employers, unions or other groups.

VI. 50-64 INDEMNITY PRODUCTS – AARP BRANDED

The Company will compensate Agent as follows for each individual properly enrolled in an AARP branded 50-64 indemnity insurance plan (“AARP Branded 50-64 Indemnity Plan”) which Agent is approved and authorized to market and promote.

The following compensation schedules have been filed for approval with the applicable state regulatory agencies and are subject to state approval. The Company may modify the compensation rates as required for state approval.

**AARP 50-64 Indemnity Plans
Commission Schedule**

States: All States
Plans: Essential Plus Health Insurance Plans

Rate Level: 1

First Year		Renewal Years	
Agent	15.00%	Agent	5.00%

Rate Level: 2

First Year		Renewal Years	
Agent	12.00%	Agent	4.00%

Rate Level: 3

First Year		Renewal Years	
Agent	10.00%	Agent	3.00%

Rate Level: 4

First Year		Renewal Years	
Agent	8.00%	Agent	2.00%

States: All States
Plans: Essential Health Insurance Plans

Rate Level: Non-Smoker

First Year		Renewal Years	
Agent	15.00%	Agent	5.00%

Rate Level: Smoker

First Year		Renewal Years	
Agent	12.00%	Agent	4.00%

Payment of the above commissions shall be made in compliance with applicable state laws and regulations and subject to the provisions of the Agreement, including the following terms and conditions:

- a. The Company shall have the right to cumulate any commissions due to Agent until such commissions equal at least twenty dollars (\$20.00).
- b. If the Company refunds any premium for any reason, Agent is indebted to the Company for any Agent commissions paid on that premium. Agent shall reimburse the Company for the premiums and commissions within thirty (30) days of the Company's written request. The Company may recover commissions in any lawful way.
- c. Commission payments (including over-riding commission payments) shall be reduced by commission charge-backs for refunds of premium.
- d. Commissions are payable only when premium payments are current and no late premium payments are due. Agent shall not be entitled to commissions (including over-riding commissions) on premiums which would be owed for any 50-64 Indemnity Plan but which have been waived by the Company.
- e. If any 50-64 Indemnity Plan policy lapses for a period exceeding three (3) months and is not subsequently reinstated, there shall be no further obligation upon the Company to pay compensation hereunder for such 50-64 Indemnity Plan unless said policy is reinstated through the direct efforts of Agent, as determined by the Company.

VII. LIST OF AFFILIATES

Affiliates offering PDP Plans in filed and approved areas

PacifiCare Life and Health Insurance Company
PacifiCare Insurance Company (for New York State residents)
United HealthCare Insurance Company
United HealthCare Insurance Company of New York (New York residents)

Affiliates offering MA Plans including Local HMO, PPO and Special Needs Plans

John Deere Health Plan Inc.	United HealthCare Insurance Company
Oxford Health Plan Inc.	United Healthcare of Alabama, Inc.
Oxford Medicare Advantage	United HealthCare of Arizona, Inc.
Evercare of Texas LLC	United Healthcare of Arkansas, Inc.
PacifiCare of Arizona, Inc.	United Healthcare of Florida, Inc.
PacifiCare of California, Inc.	United Health care of Georgia, Inc.
PacifiCare of Colorado, Inc.	United Healthcare of Midlands, Inc.
PacifiCare of Nevada, Inc.	United Healthcare of the Midwest, Inc.
PacifiCare of Oklahoma, Inc.	United Healthcare of New England, Inc.
PacifiCare of Oregon, Inc.	United Healthcare of New York, Inc.
PacifiCare of Texas, Inc.	United Healthcare of North Carolina, Inc.
PacifiCare of Utah, Inc.	United Healthcare of Ohio, Inc.
PacifiCare of Washington, Inc.	United Healthcare of Tennessee, Inc.
	United Healthcare of Utah, Inc.
	United Healthcare of Wisconsin, Inc.

Affiliates offering Medicare Advantage Private Fee for Service Plans

PacifiCare Life and Health Insurance Company

Affiliates offering Non-AARP Branded Med Supp Plans in filed and approved areas

PacifiCare Life and Health Insurance Company
PacifiCare Life Assurance Company

Affiliates offering AARP Branded Med Supp Plans in filed and approved areas

United HealthCare Insurance Company
United HealthCare Insurance Company of New York (New York residents)

Affiliates offering AARP Branded 50-64 Indemnity Products in filed and approved areas

United HealthCare Insurance Company
United HealthCare Insurance Company of New York (New York residents)

VIII. SERVICE AREA

Agent is authorized to market and promote Products only in the Service Areas (a complete listing of which is available to the Agent by the Company) within the jurisdiction(s) in which Agent is approved and authorized to operate in by the Company.

EXHIBIT B

Relationship Hierarchy

Relationship Hierarchy (as applicable):

FMO Name/Entity: _____

FMO #: _____

SGA Name/Entity: _____

SGA #: _____

MGA Name/Entity: Jerry Hill

MGA #: 90216

GA Name/Entity: _____

GA #: _____

Agent Name/Entity: _____

Agent #: _____

EXHIBIT C

Medicare Regulatory Addendum

This Addendum shall apply to the services provided by Agent pursuant to the Agreement related to the Company's MA Plans and PDP Plans. With respect to the rendering of such services, the provisions of this Addendum shall prevail over any provision in the Agreement, which may conflict or appear inconsistent with any provision in this Addendum. Unless otherwise defined in this Addendum, all capitalized terms contained in the Addendum shall be defined as set forth in the Agreement.

1. Delegated Activities. The following shall apply with respect to any activities for which the Company is responsible under the CMS Contract, and that have been delegated to Agent under the Agreement:
 - (a) Agent shall provide or arrange for the provision of the services set forth in the Agreement.
 - (b) Agent shall comply with any existing reporting responsibilities as are set forth in the Agreement.
 - (c) Agent shall comply with all applicable Medicare laws, regulations and CMS instructions, and cooperate with the Company in its efforts to comply with the laws, regulations and other requirements of applicable regulatory authorities. Agent shall perform the services set forth in the Agreement in a manner consistent with and in compliance with the Company's contractual obligations under the CMS Contract.
 - (d) Agent acknowledges that the Company oversees on an on-going basis, and is ultimately accountable to CMS for, any functions or responsibilities that are contained in the CMS Contract, including those that Agent has agreed to perform in accordance with the Agreement. In instances where CMS or the Company determines that Agent has not performed satisfactorily, or has failed to meet all reporting and disclosure requirements in a timely manner, the Company has the right to revoke and assume the delegated activities or reporting and disclosure requirements upon written notice to Agent, or the Company may terminate the Agreement upon 45 days advance written notice to Agent. Agent shall cooperate with the Company regarding any delegated activities or reporting and disclosure requirements, which have been revoked and assumed by the Company.
 - (e) If Agent has any arrangements with affiliates, subsidiaries or any other sub-contractors (collectively, "subcontractors"), directly or through another person or entity, to perform any of the services Agent is obligated to perform under the Agreement that is the subject of this Addendum, Agent shall ensure that all such arrangements are in writing and duly executed. Agent shall also ensure that all such agreements are duly amended to incorporate the terms contained in this Addendum, and shall provide notice to the Company of such amendment. Agent shall ensure that the terms of this Addendum are included in all future and pending agreements with subcontractors that relate to the same subject matter. Agent shall ensure that any such delegation or subcontract shall be performed by the subcontractor in accordance with the Company's contractual obligations to CMS, Agent's contractual obligation under this Agreement, and in compliance with all applicable Medicare Laws and Regulations and the requirements of this Addendum. Agent further agrees to promptly amend the agreements with subcontractors, in the manner requested by the Company, to meet any additional CMS requirements. In the event that any sub-contractor fails or is unable (for any reason whatsoever) to perform in a satisfactory manner any services Agent is obligated to perform under the Agreement, then the Company or CMS shall have the right to suspend, revoke or terminate the arrangement with the sub-contractor effective upon the date set forth in a written notice furnished to Agent. Additionally, the Company or CMS shall have the right to institute corrective action plans or seek other remedies or curative measures respecting the unsatisfactory performance consistent with applicable Medicare Laws and Regulations.

- (f) Agent represents and warrants that Agent has not been (i) listed as debarred, excluded, or otherwise ineligible for participation in federal health care programs; or (ii) convicted of a criminal felony. Agent agrees to notify the Company in writing immediately if, at any time during the term of the Agreement, Agent is (i) listed as debarred, excluded, or otherwise ineligible for participation in federal health care programs; or (ii) convicted of a criminal felony, in which case the Company may terminate the Agreement pursuant to the applicable provision in this Agreement, or take such other corrective or remedial action as warranted under the circumstances.
2. Federal Funds. Agent acknowledges that the Company receives payments in whole or in part from federal funds, and Agent is subject to certain laws that are applicable to individuals and entities receiving federal funds.
3. Records.
- (a) Maintenance and Accuracy Records. Agent will maintain all pertinent records and information related to the services rendered by Agent under the Agreement in an accurate and timely manner.
- (b) Access to Records.
- (i) The Company, the Secretary of Health and Human Services (the “Secretary”), the Comptroller General or their designees shall have the right to audit, evaluate or inspect any books, contracts, records, documentation and other information that pertains to: (1) the services performed under the Agreement; (2) determination of amounts payable; or (3) other relevant matters as such person conducting the audit, evaluation or inspection deems necessary.
- (ii) The right described above shall extend through 10 years from the final date of the applicable CMS Contract period or completion of audit, whichever is later; provided, however, that such access may be required for a longer time period if: (1) CMS determines that there is a special need to retain a particular record or group of records for a longer period and CMS provides notice at least 30 days before the normal disposition date; (2) CMS determines that there has been a termination, dispute, fraud or similar fault, in which case the retention may be extended to 10 years from the date of any resulting final resolution of the matter; or (3) CMS determines that there is a reasonable possibility of fraud, in which case it may perform the inspection, evaluation or audit at any time.
- (iii) For the purpose of conducting the above activities, Agent shall make available its premises, physical facilities and equipment, records relating to the services provided under the Agreement, and any additional relevant information that the Company or CMS may require.
- (c) Confidentiality. The Company and Agent shall abide by all federal and state laws regarding confidentiality and disclosure of records and information including, but not limited to, the requirements established by the Company and CMS, as applicable.
4. Regulatory Amendment. The Company may amend this Addendum to comply with the requirements of state and federal regulatory authorities, and shall give written notice to Agent of such amendment and its effective date. Unless such regulatory authorities direct otherwise, the signature of Agent will not be required.
5. Member Hold Harmless. Agent shall not, in any event (including, without limitation, non-payment of any compensation hereunder, bankruptcy or insolvency of an Affiliate or breach of this Agreement), bill, charge, collect a deposit from, seek compensation or remuneration or reimbursement from, hold responsible, or otherwise have any recourse against any actual or prospective Member for any amounts otherwise payable to Agent pursuant to this Agreement or otherwise.

EXHIBIT D

HIPAA Business Associate Addendum

This Business Associate Addendum (“Addendum”) is incorporated into the attached Agent Agreement (the “Agreement”). This Addendum supplements, amends, and is made a part of any and all HIPAA Related Agreements. The term “HIPAA Related Agreements” means the Agreement and any and all agreements in effect as of the date of full execution of the Agreement and any and all agreements entered into any time thereafter by and between the Company and Agent (herein, “Business Associate”) under which Business Associate has created or received and/or may create or receive Protected Health Information (as defined below) from or on behalf of the Company.

Recitals

- A. The Company and Business Associate are parties to one or more HIPAA Related Agreements pursuant to which Business Associate provides certain services to the Company, and, in connection with those services, the Company discloses to Business Associate certain protected health information as defined at 45 CFR § 160.103 (the “Protected Health Information”) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA,” found at Public Law 94-191), and certain regulations promulgated by the U.S. Department of Health and Human Services to implement certain provisions of HIPAA (the “HIPAA Privacy Rule,” 45 CFR Part 160 and 45 CFR Part 164, subparts “A” and “E”).
- B. The Company is a “covered entity,” as that term is defined in the HIPAA Privacy Rule. Business Associate, as recipient of Protected Health Information from the Company under the HIPAA Related Agreements, is a “business associate” of the Company, as that term is defined in the HIPAA Privacy Rule.
- C. Pursuant to the HIPAA Privacy Rule, all business associates of the Company, as a condition of doing business with the Company, must agree in writing to certain mandatory provisions regarding, among other things, the use and disclosure of Protected Health Information. The parties agree that the obligations specified herein shall commence upon the Effective Date.
- D. The purpose of this Addendum is to satisfy the requirements of the HIPAA Privacy Rule and the HIPAA Security Rule (defined in Section 14), as well as other confidentiality and data security concerns of the Company.

IN CONSIDERATION OF THE FOREGOING and the mutual promises and covenants contain herein, the parties agree as follows:

Agreement

- 1 **Definitions.** Unless otherwise defined in this Addendum or the Agreement, capitalized terms have the same meaning as set forth in the HIPAA Privacy Rule, the HIPAA Security Rule or the Agreement.
- 2 **Applicability.** This Addendum shall be applicable to Protected Health Information (i) received by Business Associate from the Company pursuant to the HIPAA Related Agreements or (ii) created or received by Business Associate on behalf of the Company pursuant to the HIPAA Related Agreements.
- 3 **Scope of Use of Protected Health Information.** Business Associate shall not use or disclose Protected Health Information for any purpose other than (i) as permitted or required by the HIPAA Related Agreements (including this Addendum) and (ii) as otherwise required by law.

4 **Safeguards for the Protection of Protected Health Information.** Business Associate shall implement and use appropriate safeguards, including, but not limited to, any and all such safeguards directed by the Company, to ensure that Protected Health Information is not used or disclosed by Business Associate or by any subcontractors, affiliates or business associates of Business Associate, except as provided in the HIPAA Related Agreements (including this Addendum).

5 **Reporting of Unauthorized Uses or Disclosures.** Business Associate shall promptly report to the Company any use or disclosure of Protected Health Information by Business Associate or its subcontractors of which Business Associate becomes aware that is not provided for or permitted in the HIPAA Related Agreements (including this Addendum). Business Associate shall permit the Company reasonable access to Business Associate's employees and records (including electronic records) as reasonably necessary to investigate any such report.

6 **Use of Subcontractors.** To the extent that any HIPAA Related Agreement expressly permits Business Associate to use subcontractors and/or agents to perform its obligations under such HIPAA Related Agreement or to otherwise delegate performance of its obligations (if at all), Business Associate shall cause each such subcontractor, agent or delegatee to sign an agreement with Business Associate containing the same provisions and conditions related to the protection and confidentiality of Protected Health Information as those that apply to Business Associate under the applicable HIPAA Related Agreements (including this Addendum).

7 **Authorized Access to Protected Health Information.** To the extent that Business Associate maintains Protected Health Information in a Designated Record Set, at the request of the Company, Business Associate shall provide the Company (or an Individual as directed by the Company) access to such Protected Health Information in a Designated Record Set in the time and manner reasonably designated by the Company in order for the Company to meet the requirements imposed on the Company by 45 CFR § 164.524.

8 **Amendment of Protected Health Information.** To the extent that Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Company directs or agrees to pursuant to 45 CFR § 164.526 and in the time and manner reasonably designated by the Company.

9 **Accounting of Disclosures of Protected Health Information.** Business Associate shall keep records of all disclosures of Protected Health Information made by Business Associate (the "Disclosure Accounting") on an ongoing basis for a period of at least six (6) years (or such longer period as may be required by the HIPAA Related Agreements or by applicable law), except for disclosures:

- (i) To carry out Treatment, Payment, or Health Care Operations, as provided in 45 CFR § 164.502;
- (ii) To individuals of Protected Health Information about them as provided in 45 CFR § 164.502; or
- (iii) That occurred prior to April 14, 2003.

At a minimum, the Disclosure Accounting shall contain:

- (a) The date of the disclosure;
- (b) The name of the entity or person to whom or which the Protected Health Information was provided and, if known, the address of such entity or person;
- (c) A brief description of the Protected Health Information disclosed; and
- (d) A brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure or, in lieu of such statement, a copy of the Individual's written authorization or request for disclosure pursuant to the HIPAA Privacy Rule.

Business Associate shall provide the Disclosure Accounting to the Company (or to an Individual, if so directed by the Company) within sixty (60) days of receiving a written request therefor from the Company.

10 **Right to Audit.** Upon the request of the Company and/or the Secretary of the Department of Health and Human Services, Business Associate shall make its practices, books and records related to Protected Health

Information available to the Secretary of the Department of Health and Human Services for the purpose of determining the Company's compliance with the HIPAA Privacy Rule.

11 **Future Confidentiality of Protected Health Information.** Upon the expiration or earlier termination of any HIPAA Related Agreement for any reason, Business Associate shall return to the Company, or, at the Company's direction, delete, purge and destroy, all Protected Health Information (in any form, recorded on any medium, or stored in any storage system) that was created or obtained pursuant to that terminated HIPAA Related Agreement (and that Business Associate does not need to maintain to perform its obligations under any then-existing HIPAA Related Agreement) and shall retain no copies of such information. If Business Associate destroys Protected Health Information, an officer of Business Associate shall certify such destruction to the Company in writing. If such return or destruction is not feasible, Business Associate shall extend the protections of this Addendum to the information and shall limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

12 **Termination in Event of Breach.** In the event that Business Associate violates any material term of any HIPAA Related Agreement (including this Addendum), the Company may terminate the HIPAA Related Agreement immediately by providing written notice of such termination to Business Associate.

13 **Indemnification.** Business Associate agrees that it shall be financially responsible for, and agrees that it shall defend, indemnify, and hold harmless, the Company (including its corporate affiliates and each of its and their shareholders, affiliates, officers, directors, employees, agents, attorneys, successors, successors-in-interest, and assigns) from and against any and all claims, causes of action, suits, litigation, proceedings, complaints, demands, charges, liens, disputes, obligations, damages, losses, debts, indebtedness, liabilities, costs (including settlement costs and costs of investigation), expenses and fees (including reasonable attorneys' fees) arising out of or in connection with Business Associate's actions and omissions involving Protected Health Information relating to enrollees, subscribers, insureds, customers, or patients of the Company. The provisions of this Section 13 shall survive the expiration or earlier termination of this Addendum.

14 **Data Security.** Business Associate agrees that it shall:

- (a) Implement administrative, physical, and technical safeguards that 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 the Company as required by 45 CFR, Part 164, Subpart "C."
- (b) Ensure that any agent, including a subcontractor, to whom Vendor provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such Electronic Protected Health Information; provided, however, that Vendor shall not assign, delegate or subcontract any obligation of Vendor owed by the Company in violation of the Agreement.
- (c) Report to the Company promptly any Security Incident of which Business Associate becomes aware.
- (d) 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 Addendum or the Agreement.

15 **Amendments.** The parties shall negotiate in good faith any amendments to this Addendum or a replacement of this Addendum to the extent necessary in order to maintain compliance with applicable laws and regulations.

16 **Effect on HIPAA Related Agreements.** Except as amended herein, all terms of all of the HIPAA Related Agreements shall remain in full force and effect.

17 **Construction.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that complies with HIPAA, the HIPAA Privacy Rule, and the HIPAA Security Rule.

18 **Agent Liaison Function.** If a Member requests Business Associate's assistance, Business Associate may request and receive from the Company information related to Member inquiries, including issues relating to: enrollment and disenrollment; premium payment; claims payment; network and non-network providers (including availability and access issues); and other questions or issues posed by the Member regarding the administration of their plan. Business Associate shall promptly transmit all relevant information provided by the Company to Member. Business Associate acknowledges that, as a business associate of the Company, Business Associate is prohibited by law and this Agreement from disclosing Protected Health Information to any plan sponsor (such as an employer, labor union, trust, organization or association) or any other third party unless the Member has executed a valid, written authorization, permitting the Company and Business Associate to disclose the information to that party.

EXHIBIT E

Branded Products Addendum

This Branded Products Addendum (“Addendum”) specifies additional terms and conditions which shall apply to Agent and its representatives with respect to the solicitation of Products which are branded by AARP (collectively, the “AARP Products”). A listing of the AARP Products is included as Exhibit 1 to this Addendum. This Addendum supplements, amends and is made a part of the United HealthCare Insurance Company Agent Agreement, including any and all exhibits, addenda and any amendments thereto (the “Agreement”), as set forth herein.

RECITALS

- A. The Company and AARP Services, Inc. (“ASI”) have agreed to establish a program whereby AARP provides a license to its name with respect to the AARP Products and the Company solicits applications for such AARP Products to the general membership of AARP (the “AARP Members”).
- B. The Company wishes to authorize the Agent to solicit applications for AARP Products, and the Agent wishes to accept such authorization, subject to the terms and conditions set forth in this Addendum.
- C. The parties acknowledge and agree that ASI shall be a third-party beneficiary of this Addendum and shall receive the benefits contemplated by this Addendum to the extent specified herein.
- D. This Addendum does not restrict the ability of the Agent to solicit other insurance products to customers provided that such other products are appropriate for such customers, and such products are issued by qualified carriers as described herein.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the Company and Agent hereby agree as follows:

AGREEMENT

1. **Definitions.** Unless otherwise defined in this Addendum, all capitalized terms contained in this Addendum have the same meanings assigned to such terms in the Agreement. “AARP” is defined to include ASI, AARP and their affiliates, as applicable.
2. **Acknowledgement.** The Agent hereby acknowledges the importance of AARP’s reputation with AARP Members and the community. Therefore, in connection with its authorization by the Company to solicit applications for AARP Products, the Agent hereby also acknowledges the important interests of AARP in the services provided to AARP Members.
3. **Code of Ethics.** Agent agrees to comply with and adhere to the principles and obligations set forth in the Code of Ethics attached hereto as Schedule A.
4. **Agent Criteria.**
 - (a) **Disciplinary History.** Agent represents and warrants that the Agent:
 - (i) has not been the subject of a substantiated customer complaint in the last five (5) years that alleges violations of any applicable federal or state law, rule or regulation, or the principles set forth in the Code of Ethics attached as Schedule A to this Addendum or any of the prohibited marketing and selling behaviors set forth in the Sales Practices Guidelines attached as Schedule B to this Addendum. Agent acknowledges that substantiated complaints during the term of the Agreement may result in the immediate termination of Agent’s authorization to solicit AARP Products.

(ii) has not had any license(s) relating to the promotion, marketing, sale or solicitation of any insurance or other products revoked in any state due to disciplinary violations.

(iii) has informed the Company of any insurance regulatory authority investigations or examinations during the past five (5) years in any state.

(iv) has not been found to have violated any insurance or securities laws, and is not the subject of any lawsuits related to insurance or securities sales activities.

(v) has not been subject to censure, fines, or enforcement actions of, and is not the subject of any inquiry by, the Securities and Exchange Commission, the National Association of Securities Dealers, Inc., the Financial Industry Regulatory Authority, the New York Stock Exchange, or any state securities regulatory authorities with regard to any rules subject to their jurisdiction. Agent agrees to immediately notify the Company of any such lawsuits or inquiries, as well as any notice of any such lawsuits or inquiries.

(vi) is in compliance with all the requirements in this Section 4(a), and agrees to continue to comply with all such requirements, and cooperate with the Company to verify such compliance on an annual basis.

(b) Restrictions on Other Appointments. Agent agrees to solicit applications only of insurance products issued by insurers with AM Best ratings of B or better and, in order for the Company to confirm compliance with the forgoing, will provide to the Company a list of all insurance carriers for whom such Agent is authorized to solicit applications, on an annual basis, or at the request of the Company.

(c) Access to an Office. At the customer's request, Agent must have access to an office or other mutually agreed to location that is not the Agent's residence, for purposes of meeting to discuss insurance products.

The Company shall be permitted to take any actions necessary to monitor compliance with the items specified in Sections 4(a) through 4(c) above. Agent agrees to immediately notify the Company in writing if Agent is not compliant with any of such Sections at any time during the term of the Agreement.

5. Use of AARP Marks, Names and Offices.

(a) AARP Marks and Names. Agent agrees not to develop, reproduce or use any sales materials or other materials for the AARP Products without the written consent of the Company. Except for the marketing materials for the AARP Products which are provided to Agent by the Company, Agent also agrees not to use the name, trademark, or logo of AARP in any way or manner. Agent agrees not to access AARP's public website or member services to obtain any marketing materials to be given directly to customers. The restrictions on "sales materials" included in this Section 5 include, but are not limited to, the following material: enrollment materials, business cards, Internet communications or any other electronic transmissions representing AARP Products, telephone or other direct advertisements (print or electronic), producer or agency company listings and signage.

(b) AARP Offices. Agent shall not use any AARP state offices or local chapters for the sale of products. If Agent wants to participate in local chapter activities, Agent shall obtain prior written approval from AARP and the Company.

6. Sales Practice Obligations. Agent agrees that in connection with offering AARP Products, Agent will comply at all times with the Sales Practice Guidelines provided in Schedule B of this Addendum. Agent will not share commission earned on AARP Products with any person, except as may be permitted under the Agreement, and will not subcontract the marketing of the AARP Products for or through any other distribution channel.

7. Special Insurance Transactions Processing Rules.

(a) AARP Products Requiring AARP Membership. With respect to those AARP Products that require AARP membership, Agent agrees to verify the customer's membership with AARP, or with the client's written consent, enroll the customer for membership with AARP prior to submitting any applications for AARP Products. The verification and enrollment must occur through the agent web portal or through the agent services hotline as directed in the AARP Product training program. AARP membership dues must be paid separately by the customer and may not be paid directly or indirectly by Agent.

(b) Required Sales Processes. Agent agrees to follow all required Sales Practice Guidelines relating to AARP Products as specified in Schedule B to this Addendum, as well as any new processes adopted by the Company, including any Products. Agent further agrees to adopt and comply with any new processes within three (3) business days of notification.

(c) Company-Supplied Leads. If Agent accepts any supplied leads, Agent agrees to follow all Company-directed guidelines associated with those leads. Such guidelines may include, but are not limited to, (i) time to respond to a lead, (ii) number of attempts required, (iii) feedback to the Company on lead progress, meetings or other product sales, or (iv) time to return the lead to the Company on unsuccessful contact.

8. Access to Books and Records of Agent/Compliance Review and Audit.

(a) Oversight and Controls. Agent acknowledges and agrees that the Company may authorize and approve third parties, including but not limited to AARP, to conduct reviews and audits of Agent's books and records relating to the solicitation of the AARP Products to ensure that Agent is performing in compliance with the terms and conditions of the Agreement, including this Addendum.

(b) Agent Personal Data. Agent acknowledges and agrees that personal data related to Agent, including name, address, phone number, license number and sales performance, may be used in the process of screening and management of the Agent's business, and can be used by third parties that facilitate the business conducted under this Addendum.

9. Indemnification.

(a) Agent shall indemnify, defend and hold AARP and its subsidiaries harmless from and against any loss, damage, or expense, including reasonable attorneys' fees, caused by or arising from the negligence, misconduct, or breach of this Addendum by Agent, or from the failure of Agent to comply with any federal or state laws, rules or regulations. Agent acknowledges and understands that the Company has separately indemnified AARP.

(b) Agent and the Company understand and agree that AARP is a third party beneficiary to this Addendum.

10. Termination of Ability to Promote AARP Products. Notwithstanding anything to the contrary in the Agreement, Agent acknowledges and agrees that the Company may at any time suspend, restrict or terminate Agent's ability to market and solicit any AARP Products.

11. Relationship to AARP; No Joint Venture with AARP. Agent acknowledges and agrees that in no way is Agent sponsored or certified by AARP under the Agreement, including this Addendum. Agent understands that Agent is an independent contractor of the Company. Agent further acknowledges and agrees that AARP has no contractual relationship with Agent under this Agreement (except to the extent that AARP is deemed by the parties to be a third party beneficiary under this Addendum), and that Agent is not a contractor to or employee of AARP.

12. Dispute Resolution. The parties shall attempt in good faith to resolve any disputes arising out of or relating to this Addendum promptly by negotiation between representatives who have authority to settle the controversy.

SCHEDULE A

Code of Ethics

This Code of Ethics was developed to ensure that agents soliciting applications for AARP-branded products have a clear understanding of their moral and ethical responsibilities during every interaction with customers. No statement of policy can be so comprehensive that it covers all possible situations. For this reason, Agents must exercise professional judgment with respect to each work situation that arises, and seek advice when uncertainty or difficult questions remain.

Agents are expected to comply with both the letter and the spirit of this Code of Ethics. Violations of this Code of Ethics may be grounds for disciplinary action, including immediate dismissal and termination of the Agent's rights to solicit applications for the AARP Products.

Principles: An Agent shall...

Approach every interaction with integrity

To have integrity is to be fair, objective, and straightforward in all interactions. You are open, honest, and truthful; there are no hidden motives or secret agendas.

Put customers first

A customers-first philosophy is a guiding principle that should influence every decision you make. This philosophy may lead you to suggest that a customer takes a few days to review materials before arriving at a decision. Other times, it may be in the customer's best interest to select a product that is not branded by AARP, the Company or partners of the Company. Making sure that customers have the opportunity to buy the product that is right for them is paramount.

Be an expert and stay informed

You are knowledgeable about every product you sell and how different products meet different needs. You explain the benefits of products in plain language and appropriate detail so that customers completely understand each product. You display a continuous commitment to lifelong learning and professional improvement.

Display a commitment to the community

By representing AARP-branded products you agree that you are committed to the community. Working closely with community partners, you may join local teams of volunteers to perform community service.

SCHEDULE B

Sales Practice Guidelines

Prohibited Marketing and Selling Behaviors

1. Activities which are discriminatory in nature or intended to discourage beneficiary enrollment on the basis of race, physical or mental ability, ethnicity, gender, sexual orientation, creed, age, religion or national origin, cultural educational background, economic or health status, English proficiency, reading skills, or source of payment of care.
2. Activities that mislead or confuse beneficiaries or which misrepresent AARP or the Company. Such activities may include, but are not limited to:
 - (a) Claims of endorsement of AARP by CMS or the United States Government.
 - (b) Claims that CMS recommends becoming an AARP member or enrollment in an AARP Product.
 - (c) Erroneous written or verbal statements, including statements, claims or promises that conflict with or materially alter information contained in CMS approved materials.
 - (d) Claims that AARP endorses any other product in their personal portfolio.
 - (e) Claims that AARP endorses Agent as an agent, and that a recommendation from Agent is recommendation from AARP.
 - (f) Offers of gifts or payments directly or indirectly to beneficiaries or any individual in a position to influence enrollment as an inducement to enroll as an AARP Member.
 - (g) Door-to-door solicitation of AARP Members.
 - (h) Cold-calling.
 - (i) Altering or amending, in any fashion, AARP-approved materials.
 - (j) Engaging in health screenings of prospective members or in activities which could reasonably be construed to be health screening.
 - (k) Submitting fraudulent enrollment forms, or forging any enrollment form or supporting documentation.
 - (l) Distributing materials or soliciting enrollment at any healthcare delivery site while care is being delivered.
 - (m) Soliciting any endorsements or patient lists from any health providers.
 - (n) Selling leads.
 - (o) Soliciting any enrollments from beneficiaries; incompetent to complete and understand the Statement of Understanding from the enrollment form. Individuals clearly incompetent shall only be enrolled when accompanied by appropriate representation.
 - (p) Engaging in any 'bait and switch' activities or other fraudulent behaviors, including, but not limited to, overselling, churning, and "sliding" unnecessary additional policies.

(q) Engaging in aggressive selling techniques or ignoring customer needs.

3. Agents will understand a customer's unique needs and only sell a product if it fits their needs.
4. Claims that because a product is named by AARP, the customer does not need to investigate the product further.
5. If another product is more appropriate for a customer, the agent should sell a non-AARP Product if available.
6. Agent will make a "best effort" to ensure that all customers fully understand their options and the features of the products they purchase.

EXHIBIT 1

AARP Products

1. AARP MedicareComplete
2. AARP MedicareRx Plans
3. Essential Plus Health Insurance Plan
4. Essential Health Insurance Plan
5. Medicare Supplement Insurance