

INDEPENDENT PRODUCER CONTRACT

UnitedHealthcare Life Insurance Company, on behalf of itself or its Affiliates (collectively called the "Company," "we," "us," or "our") and you do hereby agree as follows:

DEFINITIONS

For purposes of this Contract, the following terms have the meanings set forth below:

"Affiliates" refers to affiliates of UnitedHealthcare Life Insurance Company for whom you will be authorized to sell Insurance Products under this Contract, which Affiliates will be listed on any Commission Schedule issued hereunder.

"Clients" refers to our insureds, policyholders, certificateholders, members, payors, and persons you have solicited for an Insurance Product.

"Commission Schedule" refers to the terms and conditions for the payment to you of any commission (as determined solely by us) that may be made available by us (via mail, electronically or by other means) from time to time in connection with your Issued Business under this Contract.

"Contract" refers to this Independent Producer Contract.

"Governmental Entity" shall include, but not be limited to, federal and state regulatory agencies, villages, townships, cities, counties, public school districts, and similar tax supported entities. We shall determine, in our sole discretion, which entities shall constitute a Governmental Entity under this Contract.

"Insurance Products" refers to those insurance plans of the Company or any Affiliate for which you are authorized to solicit applications under this Contract and which are listed on the Commission Schedule.

"Issued Business" consists of the policies, certificates, contracts, plans, or other evidences of coverage under the Insurance Products that are issued in response to applications you submit on which you are listed as the producer of record.

"You" and "your" refers to the person or entity who has executed this Contract. If you are an agency or a business entity, you act only through your agents, employees, or representatives. Any provisions that apply to a natural person will apply to those agents, employees, and representatives through which you act.

PART I – YOUR AUTHORITY

1.1 (A) General Authority. Your authority generally is limited to only that necessary for you to perform your duties and obligations under this Contract. Your authority also is limited by the specific limitations and restrictions set forth in this Contract, including but not limited to, those unauthorized acts under Section 1.3 herein. No power or authority shall be implied from the grant or denial of any power or authority specifically mentioned in this Contract. The authority granted to you under this Contract is non-exclusive. Failure to fully and accurately provide all requested information and respond to the questions on the Prospective Producer Application form or Prospective Agency Application form, as the case may be, may result in the termination of this Contract and/or the forfeiture of commissions otherwise payable by us to you.

(B) Subject to all terms of this Contract and any applicable state or federal laws, you are authorized to:

- (i) Obtain and submit to us, for our consideration, applications for Insurance Products on behalf of persons for whom you are acting as producer, but only if the Insurance Product is: (a) named in a Commission Schedule to this Contract, or you are otherwise officially notified by us of its availability; (b) offered in those states in which you are authorized and/or appointed by us; and (c) one for which you understand the materials provided by us, and have completed any required product training; and

- (ii) Collect initial premiums.

Subject to Section 2.7 hereof, you may use an electronic premium quoting and/or application submission system to perform quotations or submit applications electronically.

Your authority may be further specifically limited by the terms of an Insurance Product application form you obtain and submit to us.

- (C) Your Clients are free to conduct business with you or another party as they see fit. You do not have the exclusive right to submit applications for any Insurance Product on behalf of any Client, and we will not refuse to consider, decline, or take any adverse action on any Insurance Product application solely because that application is submitted by a producer other than you, even if that applicant was previously your Client.

Further, subject to applicable state and/or federal laws, we reserve the right, in our sole discretion, to refuse to consider or to decline any application for any Insurance Product, to offer to issue any Insurance Product on terms and conditions different than applied for, or to terminate, rescind, or non-renew any Insurance Product we issued. We also may, at any time and in our sole discretion, alter or discontinue offering any Insurance Product or line of business, or change any of our underwriting guidelines. We may take these actions irrespective of any effect any of them may have upon you.

1.2 Independent Status. You are an independent contractor relative to the Company. Although this Contract entitles you to submit Insurance Product applications to the Company on behalf of your Clients, you shall not represent or imply to anyone that you act on behalf of the Company, except as expressly set forth in this Contract.

Nothing contained in this Contract, or any written material or correspondence of the Company, shall be construed to create an employer-employee or principal-agent relationship between you and the Company. The parties recognize that:

- (A) due to a particular state's licensing/appointment requirements, you may be appointed or authorized in that state as an "agent"; and
- (B) from time to time, the Company or others may refer to you as an "agent;"

but that these references may occur only because of a particular state's nomenclature or the general use of these words in everyday vocabulary.

The parties expressly intend and agree that you are an independent contractor, acting as the agent of your Clients and not as our agent. You are free to exercise your own judgment as to the time, place, and manner of dealing with your Clients.

1.3 Unauthorized Acts. Subject to your general authority under Section 1.1 herein, you are prohibited from engaging in any act that: (1) we expressly prohibit in this Section 1.3; or (2) is not reasonably necessary for you to exercise your authority or perform your duties under this Contract. You are prohibited from:

- (A) incurring any debt or obligation on our behalf, or waiving any forfeiture;
- (B) making or discharging any contract to bind the Company;
- (C) extending the:
 - (i) time for payment of any premium or accepting payment of any past-due premium; or
 - (ii) grace period of any Insurance Product, or waiving any grace-period premium or other requirement;
- (D) waiving and/or excluding from any Insurance Product application any information, including, but not limited to, information pertaining to the health, weight, height, age, residence, past or present physical, mental, or other medical conditions of a Client, or any other information that might be required to be disclosed by the Client, when that information is disclosed or otherwise known to you;
- (E) receiving any money due or to become due to us, except the initial premium or initial premium installment on Insurance Product applications submitted by you. All such premium(s) received by you shall be kept entirely separate and distinct from other funds. You shall not make use of any of such premium(s) for any purpose. If no Insurance Product is issued in response to an application, you shall return the whole amount of such premium(s) remaining in your possession to the person from whom you received it immediately after your receipt of notice of nonissue. You may not deduct compensation, commissions, service fees or allowances from any premiums that you collect;
- (F) signing any Insurance Product application not personally solicited by you;
- (G) completing or altering any part of an Insurance Product application, except premium and producer information, unless otherwise mandated by state law or expressly authorized by us, or allowing a Client to sign a blank or partially completed Insurance Product application;
- (H) using any Advertising (as defined in Section 2.7), or issuing a press release or news item that refers to us or our Insurance Products without our prior written approval, or that is not otherwise used or issued in accordance with this Contract;
- (I) charging a service, consulting or other fee to a Client for services provided in connection with soliciting and/or servicing one of our Insurance Products without disclosing the fact that you receive compensation for the sale of our Insurance Products under this Contract. To the extent that this Section 1.3(I) is specifically referenced in any Commission Schedule and the terms of the Commission Schedule are inconsistent with this Section 1.3(I), the terms of the Commission Schedule shall apply;
- (J) engaging in unfair and deceptive practices in violation of federal and/or state laws. These practices include, but are not limited to, submitting applications for Insurance Products that are unsuitable or not in the best interest of your Client(s), making misrepresentations, submitting false information, partaking in defamation, boycotting, coercion, or twisting, using high pressure tactics, cold-lead advertising, or intimidation, making false statements and/or false entries, discriminating as prohibited by applicable insurance laws, offering illegal rebates or incentives, using or disseminating Advertising (as defined in Section 2.7) not in compliance with applicable regulations or producing such Advertising for others, and using unfair financial planning practices;

- (K) engaging in unfair competition based on the elements of price, quality, and service under federal or state laws. This includes, but is not limited to, bashing, or making disparaging remarks about us or another carrier or the products of either;
- (L) perpetrating any fraud or deceit;
- (M) misapplying or embezzling funds belonging to a Client or us;
- (N) withholding any funds, documents, receipts, supplies, or equipment belonging to us after we have made a demand for them;
- (O) improperly inducing or influencing Clients to relinquish their Insurance Products with us;
- (P) creating partnerships, arranging assignments or using any other devices primarily as a means of combining or splitting business for the purpose of maximizing any compensation hereunder;
- (Q) making any representations concerning the Insurance Products, except those representations (a) contained in sales literature or Advertising that we approved, (b) expressly contained in any Issued Business, or (c) previously approved by us or an Affiliate; or
- (R) being convicted of, or pleading guilty or no contest to, any felony, or any misdemeanor involving dishonesty, moral turpitude or recklessness.

While you are free to give your Clients good, honest advice, you are also not authorized, under any circumstances, to obligate or bind the Company in any manner, such as (by way of example):

- (i) issuing binders;
- (ii) performing field underwriting or determining eligibility; or
- (iii) offering personal assurances concerning issues of underwriting, claim resolution; or coverage.

If you engage in any prohibited act, we may immediately terminate this Contract and declare all of your future compensation forfeited in accordance with Section 5.1 herein. We may also seek any other remedy we deem appropriate.

PART II – YOUR DUTIES

2.1 Licensing and Appointment. To submit applications for Insurance Products, you must be licensed as required by law, and authorized and/or appointed by the appropriate Affiliate. You shall be solely responsible for securing and maintaining your license. If you assign your commission, you are responsible for ensuring that the entity or person to whom you assign the commission is properly licensed and appointed with UnitedHealthcare Life or the Affiliate paying the commission, as required by law. In states that send renewal license information directly to the licensee, you shall, upon request, furnish us with a copy of your renewal licenses. Any renewal appointment fees or other fees we pay for you may be withheld from you or your payees commissions; alternatively, and in our sole discretion, we may ask you to remit those fees to us. If you solicit or submit an application prior to being properly licensed and/or appointed, as may be required by law, we will return those applications to you.

You must immediately notify us whenever any Governmental Entity acts to restrict or limit in any way, or suspend or revoke, your license. You must similarly notify us whenever you decide to change your license status in any state. You also must notify us if you receive notice of any misdemeanor or felony charges, including convictions by any Governmental Entity for acts involving fraud, dishonesty, breach of trust, theft, misappropriation of money or breach of any fiduciary duty.

- 2.2 Errors and Omissions Coverage.** We reserve the right, as a condition for submission of applications for Insurance Products, to require you to obtain Errors and Omissions insurance (insurance agent professional liability) coverage from a carrier satisfactory to us of the type and in the amounts specified by us.

Upon request, you shall provide us with satisfactory evidence of such coverage. You shall provide us with at least ten (10) days written notice of any material change in such coverage. In addition, the coverage contract shall require the entity assuming the risk of loss thereunder to provide us at least ten (10) days prior written notice of any contemplated cancellation, non-renewal, reduction in limits of, or material change in the coverage provided. We shall have the right, but not the obligation, to make any payments on your behalf necessary to maintain such coverage in force, and to recover any and all such payments from you, either directly or by means of set off or recoupment against any amount we owe you.

- 2.3 Records and Reporting; Audit Right.** You shall keep complete, current and accurate records in a format we may reasonably request with respect to your Clients, your financial dealings with your Clients and with us, and Insurance Product applications submitted to us. You shall maintain those records for the longer of seven (7) years, or for so long as a Client's Insurance Product is in force plus seven (7) years. You shall make those records readily available for inspection by appropriate insurance regulatory officials. We have the right, at any time, to audit, or have an independent party audit, those records. We will bear the reasonable expense for such an audit. You and your employees and other representatives shall cooperate and render whatever assistance is reasonably necessary to facilitate those inspections or audits. We must give you reasonable notice and conduct the inspection and audit during regular business hours.

- 2.4 Product Delivery.** You shall promptly deliver to your Clients all Insurance Products we issue to them, unless you notify us, prior to issuance, to deliver them to any of your Clients directly. Without the specific written approval of the Company, you are expressly forbidden to deliver any Insurance Product(s) to a Client:

- (A) without securing the initial full premium or premium installment;
- (B) when, to your knowledge, the Client has received medical treatment, consultation, or medication, or has contracted any illness or disease, or has suffered any injury or mental or physical impairment, since submitting their Insurance Product application, or there has been any other change in the circumstances of the Client from the circumstances reflected in his or her Insurance Product application; or
- (C) when, to your knowledge, a misrepresentation has been made on an Insurance Product application.

- 2.5 Trust Fund.** All collections made by you shall be kept entirely separate and distinct from other funds. You shall pay these collections over to us within three (3) business days. You shall not make use of any of these funds. If you withhold any funds, policies, receipts, or other property belonging to us or a Client, we may immediately terminate this Contract without notice and all compensation accruing to you shall be forfeited in accordance with Section 5.1(A).

2.6 Taxes. Because you are not our employee, you are solely responsible for reporting and paying any and all taxes imposed or other cost assessed on account of our payment of compensation to you under this Contract. Specifically, you are responsible for all occupational, income, and municipal taxes imposed on you by any Governmental Entity. Except to the extent we are required to do any backup withholding, we will not withhold any amount of compensation for your taxes, including, but not limited to, income tax, social security and Medicare tax, workers compensation taxes or costs, unemployment compensation taxes or costs, or any other tax, cost, fee or charge related to your compensation for services under this Contract. All state premium taxes will be paid by us.

2.7 Advertising Materials. You may not produce, use or distribute any marketing and/or advertising that uses or includes our name or that describes, via trade name or otherwise, the Insurance Products, with or without accompanying or included premium rates (collectively "Advertising"), without our prior, express, written approval. You shall not make any representations regarding any Insurance Products that are not expressly set forth in our applications, or in Company-produced or Company-approved Advertising. All Advertising produced by us, or produced under our direction or with our cooperation, is, and at all times shall remain, our intellectual property. This Contract grants you only a limited license to use such Advertising. That license will automatically be revoked concurrently with termination of this Contract. Without terminating this Contract, we may upon notice to you immediately revoke that license at any time, wholly or only with respect to specified Advertising or portions thereof.

For purposes of this Contract, Advertising includes, but is not limited to: electronic premium quoting and/or application submission systems, Internet-based or otherwise, whether developed or produced by you or us or by a third party, and materials provided to potential Clients, the general public, or existing Clients (when offering or promoting a change in existing coverage). Types of Advertising include, but are not limited to, brochures; fliers; cards; letters; television or radio scripts, including their audio and/or video; booklets; illustrations; videos; computer-generated media (such as Web sites, e-mails, and any material appearing on any Web site or within any e-mail); prepared sales talks; presentations; telephone listings; building directories; office door or other signs; business cards; magazine ads; newsletters, press releases and/or news items authored or initiated by you, and newspaper ads.

You may not change the format or content of any Advertising, whether produced by us or produced by a third party and approved by us, nor may you incorporate another company's marketing/advertising material(s) into or with it.

Any Advertising available to you through an electronic quoting and/or application submission system, including, but not limited to, brochures or other information, may not be distributed by you to any persons other than your prospective Clients.

You may not use our name, trade names, logos, trademarks, service marks, or product names or make reference to such logos, trade names, trademarks, service marks, or product names in any Advertising or otherwise without our prior, express, written permission. You are prohibited from using our name, trade names, or logos in any way that might imply a relationship between you and us other than the relationship of an independent contractor.

2.8 Cooperation. If a Client notifies you of a complaint about you or the Company, you will immediately notify us. If one of your Clients files a complaint or lawsuit against you or the Company, you will cooperate fully with us by:

(A) answering relevant questions, under oath or otherwise, including, but not limited to, participating in live or telephone recorded conversations with our personnel or our designee(s); and

- (B) furnishing copies of relevant documents that pertain to the matter or providing other assistance reasonably required to resolve the matter.

As used in this Section, a “complaint” means a communication (including orally or via electronic mail and fax) primarily expressing a grievance, appeal or objection.

2.9 General Compliance. You shall comply with all applicable federal, state, or municipal statutes, ordinances, rules, orders, or regulations governing the business of insurance, and applicable rules of other regulatory (or self-regulatory) agencies or authorities.

You shall conduct your business in accordance with the terms of this Contract and any policies and procedures we may publish from time to time.

2.10 Notice of Certain Mergers and Acquisitions. You must provide us with written notice at least sixty (60) days prior to the closing date of any transaction in which (i) you merge with, or are acquired by, a competitor of ours; or (ii) a competitor of ours acquires substantially all of your assets. Upon request, and subject to any applicable confidentiality restrictions or obligations, you must provide us any and all information about the transaction that we reasonably request. For purposes of this Contract, the term “competitor of ours” includes any entity (including any such entity’s affiliates) that, in the ordinary course of its business, is in direct or indirect competition with us.

2.11 Applications, Premiums, and Underwriting.

- (A) When submitting applications to us, please ensure that the client accurately completes all forms, unless the form is specifically designed to be completed by you. Be sure the Client carefully reviews the completed application prior to signing and dating it. Never allow a Client to sign a blank or an incomplete application.
- (B) All paper applications must be submitted the earlier of: (i) three (3) business days after you receive the application from the Client; or (ii) six (6) business days after the application is completed and signed by the Client.
- (C) Applications more than fifteen (15) days old when received by us will be returned. The Client must date applications on the date the application is signed.
- (D) We do not accept trial applications, or applications submitted without a valid and complete payment method indicated.
- (E) Unless otherwise instructed by us, on the application, all applications should be submitted with payment, either in the form of a check payable as instructed in the application, or, if applicable, authorization to withdraw funds from an applicant’s account through an EFT, charge an applicant’s credit card, or by filling out an appropriate part of the application. Partial payments cannot be accepted unless specifically provided for in the product application.
- (F) Only initial premiums are to be collected and submitted with the application. Subsequent premiums will be billed directly by us, and the Client will make all payments directly to Golden Rule or the applicable Affiliate, unless otherwise instructed by us. If the first year’s premium is payable in installments, you will collect only the first installment.
- (G) The earliest possible effective date is the date set forth in the Conditions Prior to Coverage provision for that product.
- (H) Do not submit altered applications.

- (l) Coverage restriction riders attached to any issued Insurance Product will be reviewed upon written request if : (i) six months have elapsed for one-year riders; or (ii) one year has elapsed for riders that have a duration of more than one year.

2.12 Claims. We make every effort to assure fast, accurate, and fair claims handling. You can best serve your Clients by encouraging the claimants to cooperate in the collection of all medical records necessary for a complete and proper claim. You shall not offer opinions about claims to any of our insureds or other persons. Decisions on all claims will be made by the Claims Department of UnitedHealthcare Life or the applicable Affiliate based on information submitted by the insured and the providers of medical services.

PART III – COMPENSATION

3.1 Commissions. Subject to the remaining provisions in this Part III below, we will pay commissions to you on Issued Business in accordance with and subject to the Commission Schedule(s) in effect. If a commission rate for a particular Insurance Product is not shown on the Commission Schedule, the commission rate shall be determined by us in our sole discretion. We may amend, in our sole discretion, the Commission Schedule(s) at any time without advance notice; we may apply those changes for any new business and/or existing business issued or with the effective date(s) prior to or after such amendment; and we may do so with or without taking any similar action(s) with regard to any other producer.

If more than one person's name appears as the licensed producer, broker or agent on any Issued Business, we will divide commissions into a number of shares, and remit those shares to persons, that we, in our sole discretion, deem most appropriate.

3.2 Reservation of Rights. We receive the right to determine:

- (A) Whether compensation will be paid, and if so, to whom it will be paid, on reinstated or converted Insurance Products that in our judgment are replacements of our existing Insurance Products.

- (B) Whom to pay if there is a dispute between you and another producer over compensation.

3.3 Payment. Commissions may be processed and paid separately or jointly by us or our Affiliates. We may accumulate and hold earned commissions until a minimum amount is attained before remitting them to you. We and each Affiliate will honor an appropriate court order or notice of levy. We and/or any Affiliate will compensate you for your services under this Contract in accordance with the terms and conditions set forth in any applicable Commission Schedule that we may make available from time to time. By accepting compensation from us, you agree to comply with the terms, conditions and policies associated with the Commission Schedule.

3.4 Other Compensation. The Company and its Affiliates, jointly and singly, reserve the right, from time to time and in their sole discretion, to institute, and subsequently discontinue, bonus, incentive or other compensation programs in addition to commission(s). Any such program will be administered according to separate rules established for purposes of that program only, and/or any applicable commission assignment documentation; in the event of any conflict between those rules and the Contract, or the rules and applicable commission assignment documentation, those rules shall control. Any compensation paid or payable under such a program is separate and distinct from, and has no relationship to, commission(s).

3.5 Assignments. Subject to the other provisions of this Part III, you may designate another person or entity to receive your commissions (your "Assignee"); upon your request we will provide you an Assignment of Commissions Form, or other documentation, for that purpose. If you make such an assignment, we may provide your Commission Schedule to your assignee. In our sole discretion, we may accept or refuse to accept any commission and other compensation assignment documentation. You may only assign commissions on your Issued Business; you may not further assign commissions assigned to you. You must provide us with a written notice of revocation to remove or change your assignee. The revocation will only apply to Issued Business written from the date we process the revocation and going forward, unless the previous assignee releases the commission on all other Issued Business back to you. We may, in our sole discretion, calculate and pay assigned commissions in accordance with and subject to the Commission Schedule(s). Other than as specified in the commission assignment documentation we have accepted, we have no duties, rights or obligations with regard to the relationship between you and your Assignee(s), or from whom you have received an assignment of their commissions (your "Assignors"). In the event you are an Assignee, you are solely responsible for distributing the assigned amounts to your Assignor(s). You agree to indemnify and hold us harmless from any losses, costs, liabilities, or damages that are incurred by us as a result of your failure to promptly or properly distribute the assigned amounts to your Assignor(s).

3.6 Setoffs, Recoupments and Deficits. To the extent that you have received commission(s) or other compensation under this Contract or other compensation programs, either directly or pursuant to an assignment, on account of any commission or other compensation on an Insurance Product that is:

- (A) not issued; or
- (B) issued and subsequently canceled, terminated or rescinded; or
- (C) for which the premium(s) are waived, reduced, or refunded (in whole or in part); or
- (D) paid in error to you.

You shall return the appropriate portion of such commission(s) and other compensation to us. The amount to be returned shall constitute a debt owed by you to us that we may recover either via set off, recoupment or any other means available at law or in equity. To the extent you owe any amounts to the Company or any Affiliates, we may set off any amounts due to you under this Contract to satisfy those obligations. You shall repay us any insufficiency (as well as any insufficiency existing after termination of the Contract for cause, or the rescission or voidance of the Contract) within 30 days of demand. Upon your failure to so repay in full within the time specified, any unpaid balance may bear interest at the rate of one and one-half percent per month. In addition, you shall be responsible for any costs, including attorney's fees and other collection expenses, incurred by us in connection with the recovery from you of any indebtedness.

3.7 Cessation of Commission(s). If this Contract is terminated for any reason other than pursuant to Paragraph 5.1(A), and subject to all other terms of this Contract, we reserve the right to cease paying any commissions under this Contract after the earlier of: (a) your dissolution if you are a business entity; (b) five (5) years from the effective date of your termination; or (c) commissions otherwise payable to you in any calendar year are \$1,000 or less. At any time during the term of this Contract or after it is terminated for any reason, we reserve the right to cease paying any commissions under this Contract, if you are not servicing any Issued Business in a manner reasonably satisfactory to us or any Affiliate. In the event of your death, we will continue to pay commissions to your estate for a reasonable time, until we identify a new producer of record, at which time your commissions will cease.

We reserve the right at any time to change our records to indicate that a different producer is servicing the Client, but only upon receipt and acceptance by us of a request from the Client for any reason; if a change is made on any Issued Business on which you were the producer of record, you will continue to receive commission on that Issued Business for the first twelve months the policy is in effect. After that time, you will no longer be entitled to commissions on the Issued Business transferred to a different producer of record. We shall provide you notice of such a change. After the effective date of such change, that Client's Insurance Product application will cease being your Issued Business, and the new producer will receive all attributable commission(s) and be considered the producer of record on that Issued Business. If any Issued Business is in the first year, lapses, and then subsequently is reinstated at any time during the first year, then the producer who writes the reinstatement will become the producer of record on that Issued Business for the remainder of the first year.

- 3.8 Conclusive Accountings.** We may provide or make available to you a periodic statement of all compensation due and payable to you with each commission payment. Unless you file a written objection to the statement within sixty (60) days from the date of the mailing or posting of the statement, that statement shall be deemed conclusively correct, and you waive any right to contest the statement.
- 3.9 Disclosure.** You are required to fully disclose all compensation paid to you under this Contract for a particular customer to that customer upon their request, or otherwise as required by applicable law. We may disclose all compensation paid to you under this Contract for a particular customer to that customer upon their written request or otherwise as required by applicable law.
- 3.10 Prohibition of Payments.** Notwithstanding any other of our obligations under this Contract, we will not be required to pay any commissions or other compensation to you to the extent the same would be prohibited by any state or federal law or regulation.
- 3.11 Failure to Satisfy Obligations.** If you fail to satisfy any monetary obligations to us or any Affiliate, or otherwise fail to perform in accordance with the provisions set forth in this Contract, then you forfeit all rights to the expirations of, the renewal of and the use and control of policyholder information and the right to solicit policyholders, certificate holders and contract holders of ours or an Affiliate that you originated, and such rights shall be vested exclusively with us or the Affiliate.

PART IV – CONFIDENTIALITY AND PRIVACY OF INFORMATION

As used in this Part IV, all references to you will include any of your employees or other representatives.

- 4.1 Definitions.** To the extent a term is defined in both this Contract, HIPAA or ARRA, the definition in HIPAA or ARRA shall govern. “**ARRA**” shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§ 17921-17954, and any and all references in this Contract to ARRA shall be deemed to include all associated existing and future implementing regulations, when and as each is effective. “**Affiliate**,” solely for purposes of this Part IV, shall mean any entity that is a subsidiary of UnitedHealth Group. “**Breach**” means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth in 45 C.F.R. 164.402. “**Business Associate**” means you. “**Compliance Date**” means, in each case, the date by which compliance is required under ARRA and/or its implementing regulations, as applicable; provided that, in any case for which that date occurs prior to the effective date of this Contract, the Compliance Date shall mean the effective date of this Contract. “**Covered Entity**” means UnitedHealthcare Life and Affiliate whose Insurance Products you sell under this Contract. “**HIPPA**” shall mean the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations.

"PHI" shall mean Protected Health Information as defined in 45 C.F.R. § 160.103, and it limited to the Protected Health Information received from or received or created by you on our behalf pursuant to performance of services under this Contract. **"Services"** shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided by the Business Associate to Covered Entity under this Contract, as amended by written agreement of the parties from time to time. All references in this Part IV to ARRA shall be deemed to include all associated implementing regulations, when as each is effective.

4.2 You may be provided with or have access to information which we consider confidential and proprietary ("Confidential Information"), including but not limited to, pricing, rates, computer programs, and product information. You will hold in confidence and not use or disclose any Confidential Information. This shall not apply to the Confidential Information if it:

- (A) Is readily available to the public without restriction through no fault of yours.
- (B) Is received without restriction from a third party lawfully in possession of and lawfully empowered to disclose this information.
- (C) Was rightfully in your possession without restriction prior to its disclosure, or was independently developed by you without access to such Confidential Information.

4.3 You may be provided with or receive "Protected Information." "Protected Information" shall be defined to include, but is not limited to, "nonpublic personal information" and "individually identifiable health information" as currently used in 15 U.S.C. § 5609 and 45 C.F.R. § 164.501 and as they are subsequently updated, amended, or revised.

4.4 Pursuant to this Contract, you will provide services for us that involve the use and receipt of Protected Information. Except as otherwise specified herein, You may use the Protected Information as necessary to perform your obligations under this Contract. All other uses not authorized by this Contract are prohibited. In the event you disclose Protected Information which is not authorized by this Contract, you agree to inform us in writing of such disclosure as soon as you discover it.

4.5 Either party may terminate this Contract at any time with at least ten (10) days prior written notice for any uncorrected material breach of this Part IV, provided the breaching party was allowed a reasonable opportunity to remedy the material breach, and it was not corrected during that time. Upon termination of this Contract, the breaching party shall:

- (A) Destroy or return, the Protected Information in the breaching party's possession and retain no copies (which shall mean destroying all back-up tapes), if it is feasible to do so. If not feasible, provide notification to the other party in writing; and
- (B) Recover any Protected Information in the possession of employees. If it is infeasible for us or you to obtain any Protected Information from any employee, we or you, must provide a written explanation and require the employees to agree to extend any and all protections, limitations, and restrictions contained in this paragraph to any Protected Information retained after the termination.

4.6 With regard to the use and disclosure of Protected Information, you and we hereby agree to do the following:

- (A) Use and/or disclose the Protected Information only as permitted or required by this Contract and/or by law.

- (B) Put into practice administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Information that you create, receive, maintain, or transmit on our behalf.
- (C) Require all employees that receive, use, or have access to Protected Information to agree in writing to adhere to the same restrictions and conditions contained in this Part IV.
- (D) Make all records, books, agreements, policies, and procedures relating to the use and/or disclosure of Protected Information available to regulatory authorities for purposes of determining compliance with HIPPA, ARRA or other state privacy laws, subject to attorney-client and other applicable legal privileges.
- (E) Upon request, agree to provide access to the Protected Information to the Client to whom it relates (or his or her authorized representative).
- (F) Upon request, agree to make any amendment(s) to the Protected Information.
- (G) Upon our request, provide such information to respond to a request by a Client for an accounting of the disclosures of the Client's Protected Information.
- (H) Unless authorized in writing by the Client, you agree not to further disclose account numbers to conduct telemarketing, direct-mail marketing, or other electronic-mail marketing to your Client.

4.7 You and we shall not be obligated under this Part IV, if the Protected Information:

- (A) Is or has become readily publicly available without restriction.
- (B) Is received without restriction from a third party lawfully in possession of and lawfully empowered to disclose such information.
- (C) Was rightfully in your possession or ours without restriction prior to its disclosure or was independently developed by you or us.

4.8 With regard to your use and/or disclosure of PHI, as of the respective Compliance Date of each referenced obligation, Business Associate agrees to: (a) comply with the HIPAA Security Rule requirements in accordance with 42 U.S.C. § 17931; and (b) without unreasonable delay, and in any event on or before 48 hours after its discovery by Business Associate, notify Covered Entity of any incident that involves an unauthorized acquisition, access, use, or disclosure of PHI, even if Business Associate believes the incident will not rise to the level of a Breach, including in the notification, to the extent possible, and supplement the notification on an ongoing basis with: (i) the identification of all individuals whose unsecured PHI was or is believed to have been involved, (ii) all other information reasonably requested by Covered Entity to enable Covered Entity to perform and document a risk assessment in accordance with 45 C.F.R. Part 164 subpart 0 with respect to the incident to determine whether a Breach of Unsecured PHI occurred, and (iii) all other information reasonably necessary to provide notice to individuals, HHS and/or the media, all in accordance with the data breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 & 164 subparts A, O & E as of their respective Compliance Dates. Notwithstanding the foregoing, in Covered Entity's sole discretion and in accordance with its directions, Business Associate shall conduct, or pay the costs of conducting, and investigation of any incident required to be reported under this Section 4.8 and shall provide and/or pay the costs of providing, the required notices as set forth in this Section 4.8; (c) request, use and/or disclose only the minimum amount of PHI necessary to accomplish the permitted purpose of the request, use or disclosure; provided, that Business Associate shall comply with 42 U.S.C. § 17935(b); and

(d) comply in all respects with all its other obligations in accordance with ARRA, including without limitation, 42 U.S.C. §§ 17934(b), 17935(c), (d) & (e), and 17936(a) & (b). Notwithstanding any other provision of this Contract, Business Associate may use and disclose PHI only as necessary to perform Business Associate's obligations under this Contract.

- 4.9** Any provision of this Part IV that is directly contradictory to one or more terms of this Contract shall be superseded by this Part IV. The terms of this Part IV to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA and ARRA. This Part IV will not affect any of the other terms or conditions in this Contract, except as stated herein.

PART V – GENERAL PROVISIONS

- 5.1 Termination/Voidance of Contract.** You may immediately terminate this Contract at any time, with or without reason, by providing notice to us in writing. Otherwise, this Contract, shall continue indefinitely until terminated or voided as follows:

(A) **Termination for Cause.** We may terminate this Contract effective as of any date we specify, and revoke all your rights and privileges under it, by notice to you, if you fail or failed to comply with any of the terms and conditions of this Contract, including but not limited to:

- (i) performing an unauthorized act under Section 1.3 hereof; or
- (ii) failing to produce, upon request, satisfactory evidence of the insurance agent professional liability (Errors and Omissions) coverage required by Section 2.2 hereof; or
- (iii) failing to disclose to us any material change of information from that listed on any Insurance Product application obtained by you, or any other material change in the risk or hazard we initially assumed, within ten (10) calendar days after that material change is disclosed, or otherwise becomes known, to you; or
- (iv) maintaining a license required to either perform services or receive compensation under this Contract (including if your license is revoked by a licensing or regulatory agency but not including a temporary suspension of your license); or
- (v) committing a criminal, fraudulent or dishonest act.

You will forfeit any compensation payable to you after the date of our termination of this Contract for cause. We may recover, via either set off or recoupment, any compensation paid to you after you engaged in an act or omission that allows us to terminate this Contract for cause, without regard to when you actually earned such compensation. If we terminate this Contract for cause, we reserve the right to treat such termination as an automatic and immediate and complete revocation of any and all assignments of commissions or other compensation payable under this Contract (including, but not limited to, any assignments contemplated under any Managing Broker Addendum in effect) under which you are designated as the Assignee, and thereafter we shall pay any and all commissions and other compensation to the Assignor as if those assignments never existed.

(B) **Automatic Termination.** This Contract shall terminate automatically upon your death, dissolution, receivership, insolvency, or bankruptcy.

This Contract shall also terminate automatically in the event this Contract is superseded and replaced by another contract relating to your authority to solicit or sell the Insurance Products referenced in the Commission Schedule issued under this Contract, regardless of whether or not the second Contract specifically provides for such supersession and replacement.

(C) **Termination without Cause.** We may terminate this Contract without cause upon at least thirty (30) days written notice. Notwithstanding the foregoing:

- (i) If a licensing or regulatory agency subjects you to any disciplinary action (for example, a reprimand or temporary suspension of your license), we may terminate this Contract by providing written notice to you in accordance with Section 5.8. No compensation will be payable to you for applications submitted for coverage during any period in which your license is temporarily suspended. We may recover any compensation paid to you during any period in which your license is temporarily suspended, as applicable by law.
- (ii) We may terminate this Contract in whole or in part, immediately by providing written notice to you in the event that (i) you merge with, or are acquired by, a competitor of ours; or (ii) a competitor of ours acquires substantially all of the assets of you. If this Contract is not terminated in its entirety, we must specify in the termination notice the portions hereof that shall be terminated in accordance with this Section.

(D) **Voidance.** We may declare this Contract void *ab initio*, and demand repayment of all commissions or other compensation we paid to you either directly or pursuant to an assignment, if you provided any incomplete or inaccurate information on or in connection with your producer application.

Termination or avoidance of this Contract shall terminate any and all authority granted to you hereunder, including, but not limited to, the termination all Commission Schedules, but you shall remain bound by any specific post-termination obligations, restrictions and limitations, and shall remain fully liable for any indebtedness or other obligations to the Company. In the event of termination of this Contract under subparagraph (A) above, we reserve the right to immediately assign another producer to service the Clients that you previously serviced.

5.2 Reservation of Rights. Without terminating this Contract, we reserve all our rights not expressly in conflict with this Contract, including, but not limited to, the right to:

- (A) Discontinue acceptance of applications for any Insurance Product.
- (B) Withdraw from doing business in any state or area.

5.3 Good Faith. The parties will perform all duties under this Contract in good faith. You represent and warrant that neither you nor any of your agents, employees or other representatives, if any, are bound by any regulatory, contractual or other restriction or negative covenant which in any way would prohibit or otherwise affect your ability to perform your duties and obligations under this Contract.

5.4 Indemnification. In addition to any indemnification obligation(s) specified elsewhere in this Contract, you and we must indemnify and hold the other harmless from and against any and all loss incurred as a result of a material breach of the terms of this Contract. Furthermore, you must hold us harmless from any and all "loss" incurred by us as a result of any act or omission committed by you and/or your agents, employees or other representatives that is:

- (A) In violation of this Contract; or
- (B) Negligent or intentional misconduct, misfeasance or nonfeasance or failure to comply with Paragraph 2.8 of this Contract; or
- (C) An omission or inaccuracy in Advertising produced, used and/or distributed by you (unless you sought and obtained our prior approval pursuant to this Contract).

As used here, “loss” includes, but is not limited to, court costs, any fines, forfeitures, claims or benefits paid pursuant to regulatory action, judgment or reasonable settlement, and all reasonable attorneys’ fees and expenses incurred by us in defending and/or settling any claim or regulatory action against us, or in pursuing recovery from you and/or your agents, employees or other representatives.

5.5 Amendment. This Contract, including any terms of any addendum to this Contract, may be amended only as provided in this Section 5.5.

(A) **General and Regulatory Amendments.** We may amend this Contract generally, or in order to bring us or you into compliance with an applicable law or regulation, including an interpretation of law or regulation by a regulatory agency or court, by providing advance written notice of the amendment and its effective date to you in accordance with Section 5.8 of this Contract. Any such amendment(s) shall be automatically effective as of the date we specify without your written agreement unless you notify us that you are terminating this Contract before the effective date of the amendment.

(B) **Optional Amendments.** We may from time to time propose amendments to this Contract that are optional as to you, e.g. inviting your participation in certain marketing programs or methods by notice to you in accordance with item (iii) of Section 5.8 of this Contract.

You may accept an optional amendment by signing it or otherwise indicating your affirmative consent using a method we will specify. Such optional amendment shall be effective either on the date specified in it, or, if no date is so specified, on the date you sign it or consent to it. We may withdraw any such proposed optional amendment at any time before you sign it or consent to it.

5.6 Non-Waiver. Our forbearance, neglect, or failure to enforce any or all of the provisions of this Contract or to insist on strict compliance by you, your employees or other representatives, shall not be construed as a waiver of any of our rights or privileges.

5.7 Entire Agreement. This Contract, together with all amendments and addenda (including any Commission Schedules), sets forth the entire understanding between you and us. This Contract supersedes all prior agreements, arrangements, and communications, whether oral or written, with respect to the subject matter of this Contract. However, this Contract expressly does not supersede any other agreement between you and any other entity controlled by or under common control with UnitedHealth Group, other than the Company and its Affiliates for the sale of the Insurance Products.

5.8 Notices. Any notice from us to you required by this Contract shall be sufficient and effective upon (i) deposit with the United States Postal Service or with a recognized commercial package delivery service, postage or other fees prepaid, and addressed to you at your last known address shown in our records, or (ii) sending via electronic mail or facsimile, if you provided us with an electronic mail address or a facsimile number, or (iii) conspicuous publication in a newsletter, or posting on a Web site, to which you have general access. Revocation of your permission to receive commercial messages from us at either such electronic mail address or facsimile number shall not operate as a revocation of your consent to receive notices pursuant to this Section at such address or number. Each Affiliate shall specify the manner and effectiveness of any notice from you to us required by this Contract or otherwise.

5.9 Choice of Law. This Contract will be construed in accordance with the laws of the State of Indiana without reference to Indiana conflicts-of-law provisions.

5.10 Headings and Titles. The headings and titles used in this Contract are non-substantive and for reference only.

- 5.11 Severability.** If any provision of this Contract is held invalid for any reason, the remainder of this Contract shall not be affected.
- 5.12 Assignment.** Except as specified elsewhere in this Contract (including any Commission Schedule), you may not assign this Contract, or any of your rights, duties or obligations hereunder. We reserve the right to assign this Contract to any third party.
- 5.13 Survival.** The following provisions of this Contract survive termination or avoidance: 1.1, 1.3, 2.3, 2.7, all of Part III, all of Part IV, 5.1, 5.2, 5.3, 5.4, 5.7, 5.8, 5.9, 5.10, 5.11, 5.12 , 5.13, 5.14, 5.15, and 5.16.
- 5.14 Arbitration.** Any unresolved dispute between you and us in connection with this Contract, whether arising before or after its termination, shall be submitted to binding arbitration in accordance with the Commercial Rules of the American Arbitration Association as the exclusive means of resolution. All arbitration hearings shall take place in Chicago, Illinois unless another location is agreed to by the parties. Neither party shall be liable to the other for any incidental, consequential, special or punitive damages arising out of this Contract, whether on account of breach, tort or other cause. This limitation shall not limit either party's obligation to perform any provision of this Contract.
- 5.15 Signatory authority.** We and you each represent and warrant that the person signing this Contract has the authority to do so and is acting within the scope of his or her authority.
- 5.16 Effective date.** This Contract is effective as of the date noted on the signature page to this Contract.