

**UNITEDHEALTHCARE INSURANCE COMPANY
AGENT AGREEMENT**

This AGENT AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 20____, by and between UnitedHealthcare 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, “Products”).
- B. FMO/NMA 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**

As used herein, capitalized terms shall have the meanings set forth below:

- 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 the Company, and offers one or more of the Products. Affiliates offering the Products are specifically set forth in the Agent Compensation Schedule attached hereto and incorporated herein as **Exhibit A**.
- 1.2 **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 Agent and the Company.
- 1.3 **CMS** is the Centers for Medicare & Medicaid Services.
- 1.4 **CMS Contract** is the contract entered into by CMS and the Company pursuant to which the Company offers one or more MA Plans and/or one or more PDP Plans in a specified service area or region.
- 1.5 **FMO/NMA** is a Field Marketing Organization or National Marketing Alliance that has contracted with the Company to promote the Products and has directly or indirectly through a General Agent recommended Agent for appointment by the Company to market and promote the Products.
- 1.6 **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 Agent for appointment by the Company to market and promote the Products. A General Agent can be categorized in any one of three levels, General Agent (GA), Super General Agent (SGA) or Master General Agent (MGA).
- 1.7 **MA Organization** is an entity that has entered into a contract with CMS to operate an MA Plan.
- 1.8 **MA Plan** is any Medicare Advantage Plan that may now or in the future be offered to individual Medicare beneficiaries by the Company including, but not limited to, Local HMO and PPO Plans (“Local MA Plans”), Special Needs Plans (“SNPs”), Regional Preferred Provider Plans (“Regional PPO Plans”) and Private Fee for Service Plans (“PFFS Plans”). The definition of an MA Plan includes an MA Plan which include prescription drug plan benefits (“MA-PD Plans”).

- 1.9 **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.
- 1.10 **Medicare Laws and Regulations** are (i) 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, including regulations set forth in 42 CFR Part 422 (Medicare Advantage Program) and 42 CFR Part 423 (Medicare Program; Medicare Prescription Drug Program) ; (ii) all administrative guidelines (including “Marketing Guidelines,” as defined in Section 2.4 of this Agreement), 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 (iii) 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. Without limiting the foregoing, Medicare Laws and Regulations include the provisions of (i) the Balanced Budget Act of 1997 (“BBA”), (ii) the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (“MMA”), (iii) the Medicare Improvement for Patients and Providers Act (“MIPPA”), and (iv) the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act, collectively referred to as the Affordable Care Act (“ACA”).
- 1.11 **Member** is an eligible individual who has been enrolled by the Company in an MA Plan, PDP Plan, Med Supp Plan or other plan designated by the Company.
- 1.12 **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.
- 1.13 **PDP Plan Sponsor** is an entity that has entered into a contract with CMS to sponsor a PDP Plan.
- 1.14 **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**.
- 1.15 **Representatives** mean appropriately licensed and appointed Solicitor Agents with whom Agent has direct relationships to promote and market the Products.
- 1.16 **Solicitor Agent** is an appropriately licensed captive agent employed by or independently contracted with Agent, appointed by the Company, and free to exercise his or its own judgment as to the time and manner of performing services pursuant to a direct agreement between the Solicitor Agent and the 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/NMA 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/NMA 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 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. Without limiting the foregoing, upon discovery by Company of any expiration, termination, or suspension of such license, Company shall terminate Agent, and Agent shall immediately provide to the Company a list of any beneficiaries enrolled by Agent after the expiration, termination or suspension of such license, so that each such beneficiary may be informed of his or her option to confirm enrollment or make a plan change. All state licensures and state license fees are the responsibility of Agent and/or Representatives and not the Company;
- e. In coordination with FMO/NMA 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. 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;
- g. 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, and without limiting the foregoing, Agent agrees that it shall not intentionally disparage the Company or any of the Products, nor shall it act, nor neglect to act, in a manner that would injure or harm the reputation of the Company or the Products or the goodwill associated with the Company or the Products;

- h. As applicable, inform all 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;
- i. 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;
- j. 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;
- k. Follow and be governed, and take appropriate steps to require Representatives to follow and be governed, by the terms and conditions of this Agreement and by 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;
- l. Use best efforts to keep Members enrolled in the Products by providing prompt service to Representatives and to Members;
- m. 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, any Representatives 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, any Representatives or the Company;
- n. 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 by the Company;
- o. Use only the individually identifiable writing number assigned to Agent by the Company on applicable documents;
- p. Adhere to the Relationship Hierarchy Addendum incorporated herein by reference;
- q. Comply with the Medicare Regulatory Addendum attached hereto as **Exhibit B** and incorporated herein;
- r. Comply with the HIPAA Business Associate Addendum attached hereto as **Exhibit C** and incorporated herein;
- s. 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 D** and incorporated herein;
- t. Comply with any and all requests made by FMO/NMA or General Agent on behalf of the Company;
- u. To the extent that Agent or its Representatives, directly or indirectly, have 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 or require that its Representatives terminate any relationship with any such subcontractor;

v. To the extent Agent is owned or controlled by a licensed individual agent or agents who promote and market the Products to eligible beneficiaries, ensure that such individual or individuals comply with all of the requirements applicable to Agent as set forth in this Agreement and with Company's policies and procedures relating to promoting and marketing the Products to eligible beneficiaries, or;

w. 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.

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 any of 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 any Product, 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/NMA or General Agent, as the case may be, at any given time in the service area designated by the Company to such FMO/NMA or General Agent. In the event that Agent wishes to contract or otherwise affiliate with a different FMO/NMA or General 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 **Promoting the Products in Compliance with Medicare Marketing Guidelines and Applicable Laws and Regulations.**

a. Notwithstanding any other provision in this Agreement, Agent agrees, on behalf of itself and its employees, agents, contractors and Representatives, 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;

b. Agent and Representatives will complete the training and testing 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;

c. Agent and Representatives 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 and Representatives 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 and that it will ensure that Representatives will receive, read and understand the Marketing Guidelines, including the current version of CMS's Medicare Marketing Guidelines For Medicare Advantage Plans, Prescription Drug Plans and 1876 Cost Plans as of the date Agent enters into this Agreement;

d. Agent and Representatives 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;

e. Agent and Representatives shall make all disclosures to eligible Medicare beneficiaries in accordance with the Marketing Guidelines, including the following: (i) if Agent or Representative is meeting with a Medicare beneficiary, Agent or Representative shall clearly identify to the Medicare beneficiary that Agent or Representative will be discussing the Company's MA Plans and/or PDP Plans before Agent or Representative markets to the Medicare beneficiary, (ii) Agent or Representative 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 or Representative makes any presentation regarding the Company's PFFS Plans, Agent or Representative shall strictly comply with the Company and CMS requirements specifically relating to PFFS Plans. Agent and Representatives shall make no payments or gifts of any kind to any eligible Medicare beneficiaries or any Members. Agent or Representatives shall be subject to, and cooperate with, the "Sales Training Incident" program established by the Company;

f. Agent and Representatives shall follow Medicare Laws and Regulations and Company policies and procedures regarding contacts with Medicare beneficiaries and use of the Company's Sales Appointment Confirmation Form in connection with marketing appointments;

g. The Company may from time to time contact Members and/or leads for the purpose of setting up an appointment between the Member and/or lead and Agent or one of its Representatives to discuss and market the Company's Plans. In such event, the Company authorizes Agent or its Representative to act on behalf of the Company for the sole and limited purpose of meeting with the Member or lead, as applicable, during the scheduled appointment, to discuss and market the Company's Plans and for no other purpose. Agent or its Representative shall discontinue all discussions and marketing of the Company's Plans and end the scheduled appointment if Agent or its Representative determines that the Company's Plans are not the best Plans to meet the Member's or lead's needs. Agent and its Representatives shall comply with the provisions of this Agreement and Medicare Laws and Regulations and any additional directions or guidance issued by the Company when meeting with any Member or lead identified by the Company and discussing or marketing the Company's Plans to any Member or lead identified by the Company. All information regarding Members or leads furnished by the Company to Agent or its Representatives shall be subject to the confidentiality provisions of the Agreement, including but not limited to the provisions of the Business Associate Addendum, and all Medicare Laws and Regulations, and Agent and its Representatives shall treat all such information in compliance with such confidentiality provisions and Medicare Laws and Regulations; or;

h. Agent and his/her Representatives shall be subject to background checks pursuant to Company policies and procedures.

2.5 **Rapid Disenrollment.** Agent and Representatives shall maintain a "Rapid Disenrollment" rate of no more than ten percent (10%) for each calendar year throughout the term of this Agreement. For purposes of this provision, "Rapid Disenrollment" means the voluntary disenrollment of a Member from an MA Plan or PDP Plan on or before three (3) calendar months after the Member's initial enrollment effective date; provided, however, when a Member enrolls in an MA Plan or PDP Plan effective October 1, November 1, or December 1, and subsequently changes plans effective January 1 of the following year, this is not considered a Rapid Disenrollment. Disenrollments for all MA Plans and PDP Plans marketed and promoted by Agent and Representatives are reported to the Company by CMS on the "Monthly Membership Reconciliation" (MMR) file. If the Rapid Disenrollment rate exceeds ten percent (10%) for any calendar year, Agent shall, at the request of Company, remove any Representative(s) determined by the Company or Agent to be responsible.

2.6 **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.

2.7 **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 and Representatives are 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.

2.8 **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, or other compensation (including all state, federal, and local taxes and mandatory employee benefits), and 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.

- 2.9 **Litigation.** Agent shall not initiate litigation in any dispute between Agent and any Representatives, or 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.
- 2.10 **Indemnification.** Agent shall defend, indemnify and hold the Company harmless from and against any and all injuries, claims, demands, liabilities, including reasonable attorneys' fees, 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 or any Representatives in connection with its activities under this Agreement or the timely and accurate payment of commissions, fees, or other compensation to Representatives, including payments to Solicitor Agents for sales of or enrollments in the Products. Agent shall indemnify and hold the Company harmless from and against any and all damages, claims, demands or liabilities which Agent, any Representative or a third party may incur as a result of the installation and use of any software provided by the Company to Agent or any Representative in connection with its activities under this Agreement.
- 2.11 **Audits.** Agent shall permit the Company to inspect and audit all information and records related to services Agent performs under this Agreement. The Company must give Agent reasonable notice and conduct the inspection and audit during regular business hours. Agent shall also comply with the audit requirements set forth in the Medicare Regulatory Addendum. The Company may conduct, or arrange for a third party to conduct, a pre-contracting audit and subsequent periodic audits of Agent's operations relating to the performance of its duties hereunder, and compliance with this Agreement. Agent agrees to permit the Company, or a third party arranged by the Company, to conduct a security audit in accordance with Company and industry standards (such as HPAA and ISO27002) to examine the facilities, policies, procedures, plans, and other records and documentation to verify Agent's compliance with data, physical and operational security standards. Agent shall promptly take corrective action to address any issues identified by the Company in connection with its audit and oversight activities. All corrective actions must be communicated to the Company, and approved by the Company. The Company has the right to alter or request the necessary corrective action to be taken.
- 2.12 **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, and shall require that all Representatives shall not, directly or indirectly, other than in performance of its or their 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.

**ARTICLE THREE
NETWORK OF REPRESENTATIVES**

- 3.1 **Recommended Appointment; Reimbursement of Appointment Fees.** Agent may solicit business for the Company through a network of Representatives (also referred to herein as “Solicitor Agents”). The Company, in its sole discretion, shall have the right to appoint Representatives and retains the right, in its sole discretion, to terminate such appointments. Agent and each Representative must be appointed by the Company before engaging in any marketing activities under this Agreement. As directed by the Company, Agent shall provide the Company with the information required by the Company for the appointment of Agent and each Representative with each applicable state regulatory agency. If the Company expands Agent’s designated service area to include any additional state(s), Agent shall provide the Company with the information required by the Company for the appointment of Agent and Representatives in the additional state(s). Agent acknowledges and agrees that neither Agent nor any Representatives may market the Products in any additional state(s) until such time as the Company makes the appointments in such additional state(s). Agent agrees that all appointment fees for Agent and Representatives shall be the responsibility of Agent and not the Company (except where otherwise provided by state law). Upon the Company’s request, and in the manner requested by the Company, Agent shall promptly reimburse the Company for all appointment fees paid by the Company for Agent and Representatives. Notwithstanding the foregoing or any other contract language to the contrary, Agent is not authorized to recommend new Solicitor Agents for appointment by the Company, and the Company will not make any appointments of new Solicitor Agents within Agent’s hierarchy.
- 3.2 **Agreements with Solicitor Agents/Representatives.** Agreements with Solicitor Agents are entered into between Agent and the Solicitor Agent. Agent, and not the Company, is responsible for compensating the Solicitor Agent. The Company is not a party to any agreement between Agent and the Solicitor Agent. However, the Company may direct Agent to take action with respect to any of its contracted Solicitor Agents’ promotion and marketing of the Products and any obligation under this Agreement or Company’s policies, procedures, rules, and regulations, and Agent shall take such action immediately upon the Company’s direction.
- 3.3 **Oversight and Responsibility for Representatives.** Agent shall actively supervise all Representatives, and shall be responsible for the conduct, acts and performance of each Representative. Agent shall take all necessary steps to communicate to all Representatives the Company’s requirements for the marketing and promotion of the Products, and shall assure that each Representative complies with such requirements, Medicare Laws and Regulations, and other applicable federal and state laws and regulations. Agent acknowledges and agrees that FMO/NMA and/or General Agent is responsible to the Company to actively supervise the conduct, acts and performance of Agent and its Representatives under this Agreement. Agent agrees to cooperate with FMO/NMA and General Agent and follow all instructions and guidance from FMO/NMA and General Agent regarding compliance with the Company’s requirements for the marketing and promotion of the Products, Medicare Laws and Regulations, other applicable federal and state laws and regulations, as well as Company’s applicable policies and procedures. Agent shall not pay, and shall not allow its Representatives to pay, any form of rebate to Members or potential enrollees in order to obtain business. Agent shall immediately inform the Company of any actual or suspected rebate to Members or potential enrollees by any person acting on behalf of Agent or any Representative.

ARTICLE FOUR
COMPENSATION WHILE AGREEMENT IS IN EFFECT

4.1 **Compensation to Agent**. Except as provided for in Section 4.2 below, the Company shall compensate Agent for the marketing and promotion of the Products, in accordance with the Agent Compensation Schedule attached as **Exhibit A**, and Agent agrees that the following terms and conditions shall apply:

a. Agent shall receive compensation only on business written by Agent and (ii) business written by Agent's Representatives. Agent shall accept the compensation set forth on the Agent Compensation Schedule as compensation in full for all services performed and for all expenses incurred by Agent under this Agreement 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. Any decision of the Company shall be final, binding, conclusive and nonappealable;

b. Agent, and not the Company, shall have the sole responsibility to compensate Solicitor Agents for all activities conducted by Solicitor Agents on Agent's behalf. Agent shall ensure that the compensation methodology and the compensation amounts to be paid to Solicitor Agents comply at all times with CMS requirements and applicable Medicare Laws and Regulations, and any other applicable federal and state laws and regulations. Agent agrees to disclose to the Company at any time the compensation structure and amounts payable or paid to Solicitor Agents;

c. In accordance with Medicare Laws and Regulations, the Company shall establish one or more MA Plan compensation structures and one or more PDP Plan compensation structures for new and renewal enrollments effective for each plan year (the "Annual Commission Schedule");

i. For the beneficiary's initial year of enrollment in an MA Plan or PDP Plan, as determined by CMS, Agent and Representatives shall be compensated during the plan year at the Initial Year rate specified in the Annual Commission Schedule for the plan year and thereafter at the Renewal Year rate specified in the Annual Commission Schedule for the plan year for as long as the individual remains enrolled as a Member in a Company MA Plan or a Company PDP Plan, as applicable, throughout each renewal year, and provided that Agent, and for applications written by Representatives, provided that Agent and Representative remain licensed, appointed and certified by the Company as having completed the training and testing required by the Company for each renewal year.

ii. For plan years after the beneficiary's initial year of enrollment in an MA Plan or PDP Plan, as determined by CMS, Agent and Representatives shall be compensated for renewal enrollments during the plan year at the Renewal Year rate specified in the Annual Commission Schedule for as long as the individual remains enrolled as a Member in a Company MA Plan or a Company PDP Plan, as applicable, throughout each renewal year, and provided that Agent, and for applications written by Solicitors, provided that Agent and Solicitor remain licensed, appointed and certified by the Company as having completed the training and testing required by the Company for each renewal year..

The Annual Commission Schedule shall be in place by the beginning of the MA Plan and PDP Plan marketing period for each plan year or such other date as may be established by CMS. The Annual Commission Schedule shall be subject to review by CMS and subject to modification at any time based upon CMS's review. The Company shall furnish Agent with written notice of the Annual Commission Schedule for each plan year in the form of an amendment to the Agent Compensation Schedule. The Annual Commission Schedule shall become a part of this Agreement, and shall apply to all new enrollments and all renewal enrollments for the plan year.

For all Products, the Company may, at any time, increase or decrease the compensation payable as specified on the Agent Compensation Schedule, and may set the compensation payable on any or all additional products which are added to the Agent Compensation Schedule 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, as applicable, solicited or arranged by Agent or any Representative on or after the effective date specified in the written notice or revised compensation schedule, which effective date shall be at least fifteen (15) days after the date on which such written notice or revised compensation schedule is furnished to Agent.

d. 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 in an MA Plan or PDP Plan, and CMS does not, in fact, enroll the individual in the MA Plan or PDP Plan, Agent shall promptly refund such compensation paid to Agent and attributable to such individual or Representative. The Company may deduct such compensation from amounts otherwise owed by the Affiliate to Agent.

ii. Deductions for Rapid Disenrollment. If a Member voluntarily disenrolls from an MA Plan or PDP Plan within three (3) calendar months 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.

iii. Deductions for Disenrollment after “Rapid Disenrollment” Period. Agent acknowledges and agrees that compensation for each year of enrollment in an MA Plan or PDP Plan is earned in the fourth (4th) through eleventh (11th) calendar months of such year. If a Member disenrolls from an MA Plan or PDP Plan during the fourth (4th) through eleventh (11th) calendar months of such year, and the Company has paid any compensation to Agent for such Member, Agent shall refund the portion of such compensation which has not been earned by Agent. The Company may deduct the portion of such compensation which has not been earned by Agent 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. In calculating the amount of such refunds or deductions, the Company shall follow CMS requirements and guidance relating to charge backs for disenrollment of Members during the plan year. This provision shall survive termination of the Agreement.

iv. Deductions for Fines and Penalties. Agent acknowledges and agrees that Agent is responsible for any and all regulatory fines or penalties that may be imposed upon the Company as a result of the actions of Agent or any of its Representatives, and if any such fines or penalties are imposed upon the Company, Agent shall reimburse the Company for the full amount of such fines and penalties immediately upon notice from the Company. The Company may deduct the full amount of such fines and penalties 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. This provision shall survive termination of the Agreement.

v. Deductions for Non-Compliant Marketing Practices. Agent acknowledges and agrees that Agent is responsible for the compliance of Agent and its Representatives with all Medicare Laws and Regulations relating to marketing of MA Plans and PDP Plans (including the Marketing Guidelines), and if the Company determines, in its sole discretion, that Agent or any of its Representatives did not comply with such Medicare Laws and Regulations in connection with the sale of an MA Plan or PDP Plan to an individual Member, the Company may, in its sole

discretion, take any and all measures permitted by laws and regulations including termination of this Agreement. This provision shall survive termination of the Agreement.

vi. Deductions for Compliance Costs Resulting from Action or Inaction by Agent or Representatives. Agent acknowledges and agrees that Agent is responsible for any and all costs incurred by the Company resulting from a Representative's or Agent's action or inaction which results in a compliance violation and the Company incurring additional costs in the correction of such compliance violation. Agent shall reimburse Company for the full amount of the additional costs incurred by Company immediately upon notice from the Company. The Company may deduct the full amount of such costs 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. This provision shall survive termination of the Agreement.

e. The Company, in its sole discretion, may from time to time provide additional compensation to Agent and/or Representatives 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 and/or Representatives 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.

4.2 Compensation by FMO/NMA or General Agent. Agent acknowledges and agrees that certain FMO/NMAs 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 FMO/NMAs and General Agents. In such cases, Agent shall look solely to the FMO/NMA 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 FMO/NMAs and General Agents.

4.3. 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, (ii) any obligation or any sum which may be due and payable to the Company by Agent under this Agreement (including, but not limited to, appointment fees paid by the Company for Agent and its Representatives) and (iii) to the extent Agent may be responsible for commission payments to a Representative, any obligation or any sum which may be due and payable to the Company by any such Representatives under the agreement between the Company and the Representative or under any agreement between Agent and the Representative (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 4.2 shall survive termination of this Agreement.

ARTICLE FIVE
TERM, TERMINATION AND SUSPENSION

- 5.1 **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 Five.
- 5.2 **Termination.** 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.
- 5.3 **Automatic Termination.** This Agreement will terminate automatically upon the occurrence of any of the following events:
- a. If Agent is an individual, upon the death of the individual;
 - b. If 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; provided, however, this Agreement shall continue in full force and effect if (i) the partnership and partners continuing the business of Agent (the “Continuing Partners”) immediately provide written notification to the Company of such death, change or dissolution, which notification specifies the Continuing Partners and documents that the Continuing Partners meet all requirements of Agent under this Agreement, and (ii) the Company consents to the Continuing Partners, which consent shall not be unreasonably withheld, and (iii) the Continuing Partners execute a new agreement or other documentation reasonably required by the Company to continue this Agreement in full force and effect;
 - c. If Agent is a corporation, upon the dissolution of the corporation or disqualification of the corporation to do business under applicable state laws;
 - d. Agent is unable to pay debts as they mature, makes an assignment for the benefit of creditors or becomes the subject of a bankruptcy, insolvency or similar proceedings;
 - e. 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; or;
 - f. 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.
- 5.4 **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:
- a. The failure of Agent to comply with (i) the policies, procedures, rules and regulations of the Company, (ii) the Marketing Guidelines, (iii) the Medicare Laws and Regulations or (iv) the laws or regulations of the states in which Agent is licensed to conduct business or any federal or state regulatory authority having jurisdiction over the parties;
 - b. The failure of Agent to perform any material obligations imposed upon Agent under the terms and conditions of this Agreement;
 - c. The conviction of Agent or any of its principals, shareholders, directors or officers of a felony crime or any other crime involving moral turpitude;
 - d. The exclusion of Agent or any of its principals, directors or officers from participation in Medicare, Medicaid or any federal health care program;

e. The failure of Agent to provide the Company with certificates of insurance and to maintain the insurance coverages set forth in this Agreement;

f. If Agent or any principal, partner, shareholder, director or officer of Agent or Representative directly or indirectly and systematically contacts, communicates or meets with Members for the purpose of replacing a Product offered by the Company with a Medicare Advantage Plan or Prescription Drug Plan or other product offered by an MA Organization, PDP Plan Sponsor or other entity that is not affiliated with the Company;

g. The promotion and marketing of the Products by Agent or any of its principals, shareholders, directors or officers or any Representative when a suspension is in effect, as specified in Section 5.5 below; or;

h. Agent is contracted or otherwise affiliated with more than one (1) FMO/NMA, 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.

5.5 **Suspension and Corrective Action of Agent or Representative.** In the event that the Company becomes aware of allegations, through Member complaints or otherwise, that Agent or any Representative may have engaged in conduct in violation of this Agreement, the Company may suspend Agent's or the Representative'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 or the Representative, as specified by the Company, may not market or promote the Products on behalf of the Company; provided, however, that the Company shall 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 or Representatives where the Company has determined Agent or Representatives have engaged in any conduct in violation of this Agreement.

5.6 **Specific Obligations of Agent to the Company and Members Following Termination of Agreement.** Following termination of this Agreement, Agent shall direct inquiries regarding the Products to the Company. Agent shall continue to act in accordance with applicable 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 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. Agent shall ensure that Representatives comply with the provisions of this Section 5.6 following termination of this Agreement.

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

a. In the event this Agreement is automatically terminated under Section 5.3 or is terminated by Company for cause under Section 5.4, Company shall cease paying to Agent any compensation due to Agent under this Agreement 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 termination of this Agreement without cause, any compensation due to Agent as set forth on the Agent Compensation Schedule in effect as of the effective 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 become due for as long as each such applicable Member remains enrolled in

the Product with the Company and premiums continue to be paid by CMS and the Member, as applicable, and, for MA and PDP Plans, provided that Agent, (and for applications written by Representatives, provided that Agent and Representative) remain licensed, appointed and certified by the Company as having completed the training and testing required by the Company for each renewal year.. The obligation of the Company to pay such 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 5.4 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 Two Thousand Dollars (\$2000.00) per year. This Section 5.7 shall survive termination of this Agreement.

- 5.8 **Termination of Representatives.** If Agent engages or employs any Solicitor Agents, Agent must immediately notify the Company of the termination of the engagement or employment of any such Solicitor Agents. Termination of Agent shall result in the termination of Agent's Representatives. The Company may, in its sole and absolute discretion, terminate the participation of any Representative by providing advance written notice of such termination to Agent. Upon receiving such notice from the Company, Agent shall cause any terminated Representative(s) 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 after the termination date by any Representative who or which has been terminated. The termination of participation of any one or more Representatives by the Company shall not affect the performance of this Agreement by Agent and the remaining Representatives that have not been terminated by the Company. The termination of any Representative'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 Five or as otherwise permitted by this Agreement.

ARTICLE SIX GENERAL PROVISIONS

- 6.1 **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 forma, 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 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.

6.2 **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.

6.3 **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, or fifteen (15) or more days before a compensation amendment pursuant to section 4.1 of this Agreement. 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 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.

6.4 **Insurance.** Agent shall maintain the following insurance coverage:

a. If the 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. Employers 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.

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 the Agent 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
- v. provide the Company with thirty (30) days prior written notice of cancellation, non-renewal or material change in the form or limits of coverage.

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 following a request by the Company shall be grounds for immediate termination of this Agreement.

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

6.6 **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 6.6.

If to Company: UnitedHealthcare Insurance Company
Medicare & Retirement
9800 Health Care Lane
Minnetonka, MN 55343
Attention: Chief Sales and Distribution Officer
Facsimile: 952-936-1396

with a copy to: UnitedHealthcare Insurance Company
Medicare & Retirement
9800 Health Care Lane
Minnetonka, MN 55343
Attention: Medicare & Retirement Legal Counsel
Facsimile: 952-931-5637

If to Agent: 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.

Notwithstanding the above, notice of any Amendment to this Agreement may be provided to Agent by the Company by e-mail of a pdf file containing a copy of such Amendment executed by the Company, as provided in Section 6.11 below. Notice of Amendments provided by e-mail of a pdf shall be deemed given on the date of the email.

- 6.7 **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.
- 6.8 **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Minnesota, but without regard to conflict of law principles.
- 6.9 **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.
- 6.10 **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.
- 6.11 **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, including electronic signatures secured through the Company's designated e-signature system, 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.
- 6.12 **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** Medicare Regulatory Addendum
- **Exhibit C** HIPAA Business Associate Addendum
- **Exhibit D** Branded Products Addendum

Executed this ____ day of _____, 20__.

AGENT CONTRACTING AS

**UNITEDHEALTHCARE 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: _____

City State Zip Code

National Producer Number (required): _____

EXHIBIT A

Agent Compensation Schedule

UnitedHealthcare 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 herein.

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

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 or its Representatives have 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.

Exhibit A Table of Contents

- I. PDP Plans Compensation
- II. Medicare Advantage Plans Compensation
- III. Medicare Supplement Insurance Plans (AARP Branded) Compensation
- IV. List of Affiliates
- V. Service Area

**UNITEDHEALTHCARE INSURANCE COMPANY
PDP AND MA PLANS
ANNUAL COMMISSION SCHEDULE FOR 2014**

I. PDP PLANS

“Initial Year” Commissions -- New Enrollments for CMS Contract Year 2014

In accordance with CMS instructions, the Company shall initially pay Agent the “Renewal Year” commission specified below for each individual properly enrolled in a Company PDP Plan which Agent and its Representatives are approved and authorized to market and promote for the 2014 CMS Contract Year, beginning with January 1, 2014 effective enrollments. If the individual enrollment is identified to the company by CMS as a new/initial enrollment, the Company shall adjust the compensation paid to Agent and Representatives for the individual from the “Renewal Year” commission specified below to the “Initial Year” commission specified below. **“Initial Year” commissions will not be paid if the individual was already enrolled in a PDP Plan at the time of enrollment.** The commissions listed below at each level are net of commissions payable to all lower sales levels. To the extent any sales level is not involved in the sale of the PDP Plan, the commission payable to such sales level shall roll-up and be payable to the next higher sales level. Payment of the “Renewal Year” commission will be made following the entry of a qualifying application into the Company’s enrollment system and validation of the producer’s credentials. Any required adjustment from the “Renewal Year” commission to the “Initial Year” commission will be made following CMS’s identification that the individual is in an IEP or new to the PDP Program.

Initial Year Commissions

Level	Amount Payable
Agent	\$56.00

Note: The above commissions will be paid for electronic enrollments only. In the event that Agent or its Representatives submit paper based enrollments, the Company reserves the right to charge Agent and its Representatives an administrative fee which will be deducted from the Agent-level commission specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

“Renewal Year” Commissions – Renewal Enrollments for CMS Contract Year 2014; Subsequent CMS Contract Years for New Enrollments and Renewal Enrollments for CMS Contract Year 2014

The Company shall pay Agent the following renewal commissions for each individual properly enrolled in a Company PDP Plan which Agent and its Representatives are approved and authorized to market and promote for the 2014 CMS Contract Year beginning with January 1, 2014 effective enrollments and who remains in a Company PDP Plan in subsequent CMS Contract Years. If Agent receives the “Initial Year” commission for the 2014 CMS Contract Year, Agent shall be entitled to renewal commissions, provided that the individual remains enrolled in a Company PDP Plan throughout each renewal year and provided that Agent, and for applications written by Representatives, provided that Agent and Representatives continue to be licensed, appointed and certified by the Company as having completed the training and testing required by the Company to market and promote Company PDP Plans for each renewal year. If Agent receives the “Renewal Year” commission for an enrollment effective on or after January 1, 2014 for the 2014 CMS Contract Year, Agent shall be entitled to earn renewal commissions, provided that the individual remains enrolled in a Company PDP Plan throughout each renewal year and provided that Agent, and for applications written by Representatives, provided that Agent and Representatives continue to be licensed, appointed and certified by the Company as having completed the training and testing required by the

Company. The renewal commissions listed below at each level are net of commissions payable to all lower sales levels. To the extent any sales level is not involved in the sale of the PDP Plan, the commission payable to such sales level shall roll-up and be payable to the next higher sales level.

Renewal Year Commissions

Level	Amount Payable
Agent	\$28.00

Note: The above commissions will be paid for electronic enrollments only. In the event that Agent or its Representatives submit paper based enrollments, the Company reserves the right to charge Agent and its Representatives an administrative fee which will be deducted from the Agent-level commission specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

II. ALL MEDICARE ADVANTAGE PLANS

“Initial Year” Commissions -- New Enrollments for CMS Contract Year 2014

In accordance with CMS instructions, the Company shall initially pay Agent the “Renewal Year” commission specified below for each individual enrolled in one of the Company’s MA Plans which Agent and its Representatives are approved and authorized to market and promote for the 2014 CMS Contract Year, beginning with January 1, 2014 effective enrollments. If the individual enrollment is identified to the company by CMS as a new/initial enrollment, the Company shall adjust the compensation paid to Agent and Representatives for the individual from the “Renewal Year” commission specified below to the “Initial Year” commission specified below. **“Initial Year” commissions will not be paid if the individual was already enrolled in an MA Plan at the time of enrollment.** The commissions listed below at each level are net of commissions payable to all lower sales levels. To the extent any sales level is not involved in the sale of the MA Plan, the commission payable to such sales level shall roll-up and be payable to the next higher sales level. Payment of the “Renewal Year” commission will be made following the entry of a qualifying application into the Company’s enrollment system and validation of the producer’s credentials. Any required adjustment from the “Renewal Year” commission to the “Initial Year” commission will be made following CMS’s identification that the individual is in an IEP or new to the MA Program.

Initial Year Commissions

CALIFORNIA

TABLE 1: CA INITIAL YEAR COMMISSIONS

Level	Amount Payable
Agent	\$532.00

Notwithstanding the above “TABLE 1: CA INITIAL YEAR COMMISSIONS” table, the following rates set forth in the “TABLE 2: EXCEPTIONS CA INITIAL YEAR COMMISSIONS” Table apply to the “CA Exceptions Plans/Products/States/Counties list” below.

TABLE 2: EXCEPTIONS CA INITIAL YEAR COMMISSIONS EXCEPTIONS

Level	Amount Payable
Agent	\$517.00

CA EXCEPTIONS PLANS/PRODUCTS/STATES/COUNTIES LIST

Contract # - Plan ID	Product	State: Counties
H0543-019	AARP MedicareComplete SecureHorizons	CA: Kern
H0543-035	AARP MedicareComplete SecureHorizons	CA: Fresno, Madera**1
H0543-036	AARP MedicareComplete SecureHorizons Plan 1	CA: Stanislaus
H0543-089	AARP MedicareComplete SecureHorizons Plan 1	CA: Placer**1, Sacramento, Yolo
H0543-121	AARP MedicareComplete SecureHorizons Essential	CA: Kern county only
H0543-146	AARP MedicareComplete SecureHorizons Plan 2	CA: Sacramento, Yolo, Placer
H0543-147	AARP MedicareComplete SecureHorizons Plan 2	CA: Stanislaus

NEW JERSEY

TABLE 3: NJ INITIAL YEAR COMMISSIONS

Level	Amount Payable
Agent	\$532.00

CONNECTICUT & DISTRICT OF COLUMBIA

TABLE 4: CT & DC INITIAL YEAR COMMISSIONS

Level	Amount Payable
Agent	\$480.00

ALL OTHER STATES

TABLE 5: ALL OTHER STATES INITIAL YEAR COMMISSIONS

Level	Amount Payable
Agent	\$425.00

Notwithstanding the above “TABLE 5: ALL OTHER STATES INITIAL YEAR COMMISSIONS” table above, the following rates set forth in the “TABLE 6: EXCEPTIONS FOR ALL OTHER STATES INITIAL YEAR COMMISSIONS” Table apply to the “ALL OTHER STATES EXCEPTIONS PLANS/PRODUCTS/STATES/COUNTIES LIST” attached hereto as “MA Commission Schedule Appendix C.”

TABLE 6: EXCEPTIONS FOR ALL OTHER STATES INITIAL YEAR COMMISSIONS

Level	Amount Payable
Agent	\$413.00

1**Partial County Service Area (See Appendix A for detailed list)

“Renewal Year” Commissions – Renewal Enrollments for CMS Contract Year 2014; Subsequent CMS Contract Years for New Enrollments and Renewal Enrollments for CMS Contract Year 2014

The Company shall pay Agent the following renewal commissions for each individual properly enrolled in one of the Company’s MA Plans which Agent and its Representatives are approved and authorized to market and promote for the 2014 CMS Contract Year beginning with January 1, 2014 effective enrollments and who remain in a Company MA Plan in subsequent CMS Contract Years. If Agent receives the “Initial Year” commission for the 2014 CMS Contract Year, Agent shall be entitled to earn renewal commissions, provided that the individual remains enrolled in a Company MA Plan throughout each renewal year and provided that Agent, and for applications written by Representatives, provided Agent and Representative continue to be licensed, appointed and certified by the Company as having completed the training and testing required by the Company for each renewal year. If Agent receives the “Renewal Year” commission for an enrollment effective on or after January 1, 2014 for the 2014 CMS Contract Year, Agent shall be entitled to earn renewal commissions, provided that the individual remains enrolled in a Company MA Plan throughout each renewal year and provided that Agent, and for applications written by Representatives, provided Agent and Representative continue to be licensed, appointed and certified by the Company as having completed the training and testing required by the Company for each renewal year. The renewal commissions listed below at each level are net of commissions payable to all lower sales levels. To the extent any sales level is not involved in the sale of the Company MA Plan, the commission payable to such sales level shall roll-up and be payable to the next higher sales level.

Renewal Year Commissions

CALIFORNIA

TABLE 7: CA RENEWAL YEAR COMMISSIONS

Level	Amount Payable
Agent	\$266.00

Notwithstanding the above “TABLE 7: CA RENEWAL YEAR COMMISSIONS” table, the following rates set forth in the “TABLE 8: EXCEPTIONS CA RENEWAL YEAR COMMISSIONS” Table apply to the “CA Exceptions Plans/Products/States/Counties list” below.

TABLE 8: EXCEPTIONS CA RENEWAL YEAR COMMISSIONS EXCEPTIONS

Level	Minimum Amount Payable to each Level
Agent	\$259.00

CA EXCEPTIONS PLANS/PRODUCTS/STATES/COUNTIES LIST

Contract # - Plan ID	Product	State: Counties
H0543-019	AARP MedicareComplete SecureHorizons	CA: Kern
H0543-035	AARP MedicareComplete SecureHorizons	CA: Fresno, Madera**2
H0543-036	AARP MedicareComplete SecureHorizons Plan 1	CA: Stanislaus
H0543-089	AARP MedicareComplete SecureHorizons Plan 1	CA: Placer**2, Sacramento, Yolo
H0543-121	AARP MedicareComplete SecureHorizons Essential	CA: Kern county only
H0543-146	AARP MedicareComplete SecureHorizons Plan 2	CA: Sacramento, Yolo, Placer
H0543-147	AARP MedicareComplete SecureHorizons Plan 2	CA: Stanislaus

NEW JERSEY

TABLE 9: NJ RENEWAL YEAR COMMISSIONS

Level	Amount Payable
Agent	\$266.00

CONNECTICUT & DISTRICT OF COLUMBIA

TABLE 10: CT & DC RENEWAL YEAR COMMISSIONS

Level	Amount Payable
Agent	\$240.00

ALL OTHER STATES

TABLE 11: ALL OTHER STATES RENEWAL COMMISSIONS

Level	Amount Payable
Agent	\$213.00

Notwithstanding the above “TABLE 11: ALL OTHER STATES RENEWAL YEAR COMMISSIONS” table, the following rates set forth in the “TABLE 12: EXCEPTIONS ALL OTHER STATES RENEWAL YEAR COMMISSIONS” Table apply to the “ALL OTHER STATES Exceptions Plans/Products/States/Counties list” attached hereto as “MA Commission Schedule Appendix C.”

**TABLE 12: EXCEPTIONS ALL OTHER STATES RENEWAL YEAR COMMISSIONS
EXCEPTIONS**

Level	Amount Payable
Agent	\$207.00

2**Partial County Service Area (See Appendix A for detailed list)

MA Commission Schedule
APPENDIX A

Partial zip-codes

Contract # - Plan ID	Product	Service Area
H0543-035	AARP MedicareComplete SecureHorizons	CA: Madera: 93601; 93604; 93614; 93643; 93644; 93645; 93669;
H0543-089	AARP MedicareComplete SecureHorizons Plan 1	CA: Placer: 95602; 95603; 95604; 95626; 95631; 95648; 95650; 95658; 95661; 95663; 95677; 95678; 95681; 95703; 95713; 95717; 95722; 95736; 95746; 95747; 95765;
H0543-121	AARP MedicareComplete SecureHorizons Essential	CA: Los Angeles: 90704

MA Commission Schedule
APPENDIX B

Non-Commissioned Plans and Counties for Specified HMO, PPO, RPPO, Dual SNP, Institutional SNP, and PFFS Plans

Contract # - Plan ID	Product	State: Counties
H0316-014	AARP MedicareComplete	Arizona: Yavapai
H0543-070	AARP MedicareComplete SecureHorizons	California: Alameda, Contra Costa counties
H0543-140	AARP MedicareComplete SecureHorizons	California: Amador, Eldorado, Mendocino, Merced, Shasta, Tulare
H0543-086	AARP MedicareComplete SecureHorizons	California: Nevada County
H0543-028	AARP MedicareComplete SecureHorizons	California: San Mateo County
H0543-029	AARP MedicareComplete SecureHorizons	California: Santa Clara County
H0543-148	AARP MedicareComplete SecureHorizons Plan 2	California: Sonoma County
H0543-149	AARP MedicareComplete SecureHorizons Plan 1	California: Sonoma County
R7444-001	AARP MedicareComplete Choice Regional Preferred Provider Organization	Connecticut: All counties in the state
		Massachusetts: Barnstable, Dukes, Essex, Franklin, Hampshire, Nantucket, Plymouth, Worcester
R5342-001	UnitedHealthcare MedicareComplete Choice	New York: Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester
R5342-002	UnitedHealthcare MedicareComplete Choice Essential	
H5420-003	Medica HealthCare Plans MedicareMax	Florida: Broward County
H1045-023	Preferred Secure Option	Florida: Hernando, Hillsborough, Manatee, Orange, Osceola, Pasco, Pinellas, Polk, Seminole, Volusia counties
R5287-003	UnitedHealthcare Dual Complete RP	Florida: Miami-Dade
R3175-003	UnitedHealthcare Dual Complete RP	Hawaii: Honolulu
H2931-004	Senior Dimensions Greater Nevada	Nevada: Esmeralda, Lyon, Mineral, Washoe
H1537-001	UnitedHealthcare MedicareComplete Choice	New York: Madison

Contract # - Plan ID	Product	State: Counties
H3749-004	AARP MedicareComplete SecureHorizons Plan 1	Oklahoma: Creek, Mayes, Muskogee, Osage, Rogers, Tulsa, Wagoner
H3749-017	AARP MedicareComplete SecureHorizons Plan 2	Oklahoma: Creek, Mayes, Muskogee, Osage, Rogers, Tulsa, Wagoner
H4406-001	AARP MedicareComplete	Tennessee: Davidson, DeKalb, Hickman, Rutherford
H4527-013	AARP MedicareComplete Focus	Texas: Cameron, Hidalgo, Willacy counties
H4527-002	AARP MedicareComplete Focus	Texas: Hays, Travis, Williamson counties
H2905-001	Sierra Spectrum	Utah: Washington
H0084-001	Care Improvement Plus Medicare Advantage	All Non-SNP CIP plans in all counties offered in the following states: AR, GA, IA, IL, IN, MO, NC, NE, NM, SC, TX, WI
H0084-064		
H0294-004		
H6528-006		
H6528-030		
R3444-012		
R6801-012		
R9896-012		
H5435-001	UnitedHealthcare MedicareDirect Essential (PFFS)	All service areas offered by plan in: AZ, CA, GA, IA, IN, KS, KY, LA, MO, MT, NC, NE, NH, OK, TX, VA, VT, WY
H5435-014	UnitedHealthcare MedicareDirect Rx (PFFS)	All service areas offered by plan in: CA, GA, IA, MT, NH, TX, VA
H5435-024	UnitedHealthcare MedicareDirect Rx (PFFS)	All service areas offered by plan in: AZ, CA, IN, KS, KY, LA, MO, NC, NE, OK, VT, WY
	All UnitedHealthcare Institutional SNP Plans	All Counties in All States

MA Commission Schedule
APPENDIX C

ALL OTHER STATES EXCEPTIONS PLANS/PRODUCTS/STATES/COUNTIES LIST

Contract # - Plan ID	Product	State: Counties
H0084-004	Care Improvement Plus Gold Rx	<p>IL: Adams, Bond, Brown, Bureau, Calhoun, Carroll, Cass, Christian, De Witt, Ford, Fulton, Greene, Hancock, Henderson, Henry, Jersey, Jo Daviess, Knox, Livingston, Logan, Macoupin, Madison, Marshall, Mason, McDonough, McLean, Menard, Mercer, Monroe, Montgomery, Morgan, Moultrie, Peoria, Piatt, Pike, Putnam, Rock Island, Sangamon, Schuyler, Scott, St. Clair, Stark, Stephenson, Tazewell, Warren, Washington, Woodford</p> <p>IN: Adams, Allen, Blackford, Brown, De Kalb, Elkhart, Fayette, Fulton, Grant, Henry, Huntington, Jay, Johnson, Kosciusko, Lagrange, Marshall, Miami, Noble, Parke, Putnam, Rush, St. Joseph, Steuben, Union, Wabash, Wells, Whitley</p> <p>IA: Adair, Adams, Appanoose, Benton, Boone, Cass, Cedar, Clarke, Clinton, Crawford, Davis, Des Moines, Fremont, Greene, Grundy, Guthrie, Hardin, Harrison, Henry, Iowa, Jasper, Jefferson, Johnson, Keokuk, Lee, Louisa, Lucas, Madison, Mahaska, Marshall, Mills, Monona, Montgomery, Muscatine, Polk, Pottawattamie, Poweshiek, Ringgold, Scott, Shelby, Tama, Van Buren, Warren, Washington</p> <p>NE: Burt, Cass, Cuming, Douglas, Otoe, Sarpy, Saunders, Thurston, Washington</p> <p>NM: Cibola, DeBaca, Eddy, Guadalupe, Lincoln, Mora, Otero, Rio Arriba, Roosevelt, San Miguel, Socorro, Torrance, Valencia</p> <p>NC: Avery, Bladen, Clay, Graham, Hoke, Polk, Transylvania</p> <p>TX: Bailey, Bexar, Borden, Bowie, Brazoria, Cass, Collin, Dallas, Denton, Dimmit, Duval, El Paso, Ellis, Fort Bend, Guadalupe, Harris, Hidalgo, Hood, Hunt, Jefferson, Johnson, Liberty, Montgomery, Navarro, Nueces, Orange, Polk, Smith, Tarrant, Taylor, Titus, Van Zandt, Washington, Wood, Zavala</p>
H0084-014	Care Improvement Plus Silver Rx	<p>IN: Adams, Allen, Blackford, Brown, De Kalb, Elkhart, Fayette, Fulton, Grant, Henry, Huntington, Jay, Johnson, Kosciusko, Lagrange, Marshall, Miami, Noble, Parke, Putnam, Rush, St. Joseph, Steuben, Union, Wabash, Wells, Whitley</p> <p>IA: Adair, Adams, Appanoose, Benton, Boone, Cass, Cedar, Clarke, Clinton, Crawford, Davis, Des Moines, Fremont, Greene, Grundy, Guthrie, Hardin, Harrison, Henry, Iowa, Jasper, Jefferson, Johnson, Keokuk, Lee, Louisa, Lucas, Madison, Mahaska, Marshall, Mills, Monona, Montgomery, Muscatine, Polk, Pottawattamie, Poweshiek, Ringgold, Scott, Shelby, Tama, Van Buren, Warren, Washington</p>
H0084-035	Care Improvement Plus Dual Advantage	NM: Bernalillo, Cibola, DeBaca, Dona Ana, Eddy, Grant, Guadalupe, Lincoln, Los Alamos, Luna, Mora, Otero, Rio Arriba, Roosevelt, San Miguel, Sandoval, Santa Fe, Sierra, Socorro, Torrance, Valencia
H0084-065	Care Improvement Plus Gold Rx	NM: Bernalillo, Los Alamos, Sandoval, Santa Fe
H0294-002	Care Improvement Plus Gold Rx	WI: Adams, Brown, Calumet, Dodge, Door, Florence, Forest, Green, Green Lake, Jefferson, Kenosha, Kewaunee, Lafayette, Manitowoc, Marinette, Marquette, Menominee, Milwaukee, Oconto, Outagamie, Ozaukee, Racine, Shawano, Sheboygan, Walworth, Washington, Waukesha, Waupaca, Waushara, Winnebago
H0294-006	Care Improvement Plus Dual Advantage	WI: Adams, Brown, Calumet, Dodge, Florence, Forest, Green, Green Lake, Jefferson, Kenosha, Kewaunee, Lafayette, Manitowoc, Marinette, Marquette, Menominee, Milwaukee, Oconto, Outagamie, Ozaukee, Racine, Shawano, Sheboygan, Walworth, Washington, Waukesha, Waupaca, Waushara, Winnebago
H0303-015	AARP MedicareComplete	AZ: Maricopa, Pinal
H1111-002	AARP MedicareComplete	GA: Columbia, Harris, Muscogee, Richmond
H1111-006	AARP MedicareComplete	GA: Cherokee, Clayton, Cobb, DeKalb, Forsyth, Fulton
H1286-002	AARP MedicareComplete Plan 1	WA: Spokane

Contract # - Plan ID	Product	State: Counties
H1286-003	AARP MedicareComplete Essential	WA: Spokane
H1286-009	AARP MedicareComplete Plan 2	WA: Spokane
H1303-001	AARP MedicareComplete Choice	ID: Ada, Canyon
H1303-007	AARP MedicareComplete Choice Plan 2	ID: Ada, Canyon
H2001-001	AARP MedicareComplete Choice	ME: Cumberland, Kennebec, Sagadahoc, York
H2802-001	AARP MedicareComplete	IA: Pottawattamie NE: Douglas
H3659-001	AARP MedicareComplete Plan 3	OH: Butler, Clark, Clermont, Delaware, Franklin, Greene, Hamilton, Madison, Montgomery, Preble, Warren
H3659-031	AARP MedicareComplete Plan 2	KY: Boone, Campbell, Kenton OH: Butler, Clark, Clermont, Cuyahoga, Delaware, Franklin, Greene, Hamilton, Madison, Mahoning, Montgomery, Preble, Stark, Summit, Trumbull, Warren
H3659-054	AARP MedicareComplete Essential	OH: Butler, Clark, Clermont, Cuyahoga, Delaware, Franklin, Greene, Hamilton, Madison, Mahoning, Montgomery, Preble, Stark, Summit, Trumbull, Warren
H3921-001	UnitedHealthcare MedicareComplete Choice	PA: Lancaster, York
H3921-008	AARP MedicareComplete Choice Plan 1	PA: Erie, Lehigh, Northampton
H3921-009	AARP MedicareComplete Choice Plan 2	PA: Erie, Lehigh, Northampton
H4102-001	AARP MedicareComplete	RI: Bristol, Kent, Newport, Providence, Washington
H4102-025	AARP MedicareComplete Essential	RI: Bristol, Kent, Newport, Providence, Washington
H4406-001	AARP MedicareComplete	TN: Fayette, Shelby, Tipton
H4456-010	AARP MedicareComplete Plan 2	IL: Bureau, Carroll, Henderson, Henry, Jo Daviess, Knox, Marshall, Mercer, Peoria, Putnam, Rock Island, Stark, Tazewell, Warren, Whiteside, Woodford
H4456-015	AARP MedicareComplete Plan 1	IA: Appanoose, Benton, Black Hawk, Boone, Bremer, Buchanan, Butler, Cedar, Chickasaw, Clarke, Clayton, Clinton, Dallas, Davis, Delaware, Des Moines, Dubuque, Fayette, Floyd, Greene, Grundy, Guthrie, Hamilton, Hardin, Henry, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Lee, Linn, Louisa, Lucas, Madison, Mahaska, Marion, Marshall, Monroe, Muscatine, Polk, Poweshiek, Scott, Story, Tama, Van Buren, Wapello, Warren, Washington, Wayne IL: Bureau, Carroll, Henderson, Henry, Jo Daviess, Knox, Marshall, Mercer, Peoria, Putnam, Rock Island, Stark, Tazewell, Warren, Whiteside, Woodford
H4456-025	AARP MedicareComplete Plan 3	IA: Appanoose, Benton, Black Hawk, Boone, Bremer, Buchanan, Butler, Cedar, Chickasaw, Clarke, Clayton, Clinton, Dallas, Davis, Delaware, Des Moines, Dubuque, Fayette, Floyd, Greene, Grundy, Guthrie, Hamilton, Hardin, Henry, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Lee, Linn, Louisa, Lucas, Madison, Mahaska, Marion, Marshall, Monroe, Muscatine, Polk, Poweshiek, Scott, Story, Tama, Van Buren, Wapello, Warren, Washington, Wayne
H4514-007	AARP MedicareComplete	TX: Austin, Brazoria, Fort Bend, Hardin, Harris, Jefferson, Liberty, Montgomery
H4522-001	AARP MedicareComplete Choice	NM: Dona Ana, Grant, Hidalgo, Luna, Sierra TX: El Paso

Contract # - Plan ID	Product	State: Counties
H4527-001	AARP MedicareComplete Focus	TX: Aransas, Kleberg, Nueces, San Patricio
H4527-005	AARP MedicareComplete Focus	TX: El Paso
H4527-024	AARP MedicareComplete Focus Essential	TX: Aransas, Cameron, El Paso, Hays, Hidalgo, Kleberg, Nueces, San Patricio, Travis, Willacy, Williamson
H4590-025	AARP MedicareComplete SecureHorizons	TX: Nueces, San Patricio
H4604-003	AARP MedicareComplete	UT: Box Elder, Cache, Davis, Morgan, Salt Lake, Summit, Tooele, Utah, Wasatch, Weber
H4604-005	AARP MedicareComplete Essential	UT: Box Elder, Cache, Davis, Morgan, Salt Lake, Summit, Tooele, Utah, Wasatch, Weber
H5322-016	AARP MedicareComplete	MA: Hampden
H5322-023	AARP MedicareComplete Plus	ME: Androscoggin, Knox, Lincoln, Oxford
H5322-024	AARP MedicareComplete	NH: Grafton, Hillsborough, Rockingham
H5424-001	AARP MedicareComplete Choice	HI: Honolulu
H5424-003	AARP MedicareComplete Choice Essential	HI: Honolulu
H5749-001	AARP MedicareComplete Plus Plan 1	KS: Johnson MO: Cass, Jackson, Lafayette
H6528-016	Care Improvement Plus Gold Rx	AR: Ashley, Benton, Boone, Bradley, Carroll, Cleburne, Columbia, Crittenden, Cross, Greene, Hempstead, Jefferson, Lee, Logan, Lonoke, Miller, Ouachita, Poinsett, Pulaski, Sebastian, St. Francis, Washington GA: Appling, Bacon, Baldwin, Banks, Barrow, Ben Hill, Bibb, Burke, Butts, Chatham, Chattahoochee, Chattooga, Cherokee, Clarke, Clayton, Columbia, Crawford, Crisp, Dawson, DeKalb, Dodge, Dooly, Elbert, Emanuel, Evans, Fayette, Forsyth, Franklin, Fulton, Gilmer, Greene, Gwinnett, Habersham, Hall, Hancock, Hart, Heard, Henry, Houston, Jasper, Jeff Davis, Jefferson, Johnson, Jones, Lamar, Laurens, Lincoln, Lumpkin, Macon, McDuffie, McIntosh, Meriwether, Monroe, Morgan, Muscogee, Newton, Oconee, Oglethorpe, Paulding, Peach, Pickens, Polk, Pulaski, Putnam, Rabun, Randolph, Richmond, Rockdale, Screven, Stephens, Sumter, Tattall, Taylor, Telfair, Turner, Twiggs, Upson, Walton, Washington, Wayne, White, Wilcox, Wilkinson, Worth MO: Bates, Benton, Boone, Callaway, Cedar, Christian, Clay, Cole, Greene, Henry, Hickory, Jackson, Jasper, Knox, Lawrence, Miller, Morgan, Newton, Ozark, Polk, Saline, Shannon, Taney, Vernon, Webster SC: Abbeville, Aiken, Allendale, Anderson, Bamberg, Barnwell, Calhoun, Cherokee, Chester, Chesterfield, Clarendon, Colleton, Dillon, Edgefield, Fairfield, Greenville, Greenwood, Hampton, Jasper, Kershaw, Laurens, Lee, Lexington, Marion, Marlboro, McCormick, Newberry, Oconee, Orangeburg, Pickens, Richland, Saluda, Spartanburg, Union, Williamsburg
H6528-029**3	Care Improvement Plus Gold Rx	IL: Boone, Lee, Ogle, Winnebago IN: Carroll, Cass, Decatur, Fountain, Shelby, Warren
H7187-003	AARP MedicareComplete	VA: Botetourt, Chesterfield, Craig, Floyd, Franklin, Goochland, Hanover, Henrico, Montgomery, Radford City, Richmond City, Roanoke, Roanoke City, Salem City
H7187-009	AARP MedicareComplete	VA: Newport News City, Norfolk City, Portsmouth City
H8748-002	AARP MedicareComplete	SC: Greenville

3**Partial County Service Area (See Appendix A detailed list)

Contract # - Plan ID	Product	State: Counties
R3444-008	Care Improvement Plus Silver Rx	All Counties within states: AR, MO
R3444-009	Care Improvement Plus Gold Rx	All Counties within states: AR, MO
R3444-011	Care Improvement Plus Dual Advantage	All Counties within states: AR, MO
R6801-008	Care Improvement Plus Silver Rx	All Counties within state: TX
R6801-009	Care Improvement Plus Gold Rx	All Counties within state: TX
R6801-011	Care Improvement Plus Dual Advantage	All Counties within state: TX
R7444-001	AARP Medicare Complete Choice	All counties within states: RI, VT MA: Berkshire, Bristol, Hampden, Middlesex, Norfolk, Suffolk
R9896-008	Care Improvement Plus Silver Rx	All Counties within states: GA, SC
R9896-009	Care Improvement Plus Gold Rx	All Counties within states: GA, SC
R9896-021	Care Improvement Plus Dual Advantage	All Counties within states: GA, SC

Note: The above commissions will be paid for electronic enrollments only. In the event that Agent or its Representatives submit paper based enrollments, the Company reserves the right to charge Agent and its Representatives an administrative fee which will be deducted from the Agent-level commission specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

III. MEDICARE SUPPLEMENT INSURANCE PLANS WHICH CARRY THE AARP NAME

The Company will compensate Agent as follows for each individual properly enrolled in a Medicare Supplement insurance plan which carries the AARP name (“AARP Med Supp Plan”) which Agent is approved and authorized to market and promote.

The commission payments listed below at each level are net of compensation payable to all lower sales levels. To the extent any sales level is not involved in the sale of the AARP Med Supp Plan, the compensation payable to such sales level shall roll-up and be payable to the next higher sales level. Payment will be made in the next scheduled commission payment cycle following the entry of a qualifying application into the Company’s enrollment system.

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 Age 65+**

States: AR, IL, MI, NJ

Plans Plan Codes B01, C01, CS1, F01, FS1, N01 (All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6	
Agent	\$230.00

Years 1-6	
Agent	\$115.00

States: NM, OK, UT, VA and WI*

Plans Plan Codes B01, C01, CS1, F01, FS1, N01, MW1, NW1 (All available plans except A, K, L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6	
Agent	\$190.00

Years 1-6	
Agent	\$95.00

***Commissions not payable for riders in WI**

State: CA

Plans Plan Codes B01, C01, CS1, F01, FS1, N01 (All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6	
Agent	\$300.00

Years 1-6	
Agent	\$150.00

State: NY

Plans Plan Codes B01, C01, CS1, F01, FS1, N01 (All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6	
Agent	\$270.00

Years 1-6	
Agent	\$135.00

States: AL, AZ, CT, DE, FL, GA, ID, IN, KS, KY, LA, MA, MD, ME, MO, MS, NC, NE, NH, NV, OH, PA, SC, TN, TX*

Plans Plan Codes B01, C01, CS1, F01, FS1, MY1, N01 (All available plans except A, K, L, and MA Core Plan)

Plan Codes A01, K01, L01, MX1 (Plans A, K, L, and MA Core Plan)

Years 1-6
Agent \$210.00

Years 1-6
Agent \$105.00

* TX Commission paid for Years 1 to 7

States: DC, IA, MT, ND, RI, VT, WY

Plans Plan Codes B01, C01, CS1, F01, FS1, N01 (All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6
Agent \$170.00

Years 1-6
Agent \$85.00

States: AK, HI, OR, SD

Plans Plan Codes B01, C01, CS1, F01, FS1, N01 (All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6
Agent \$150.00

Years 1-6
Agent \$75.00

State: CO

Plans Plan Codes A01, B01, C01, CS1, F01, FS1, K01, L01, N01 (All available plans)

Years 1-6
Agent \$150.00

States: GU, PR, VI

Plans Plan Codes B01, C01, CS1, F01, FS1, N01 (All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6
Agent \$110.00

Years 1-6
Agent \$55.00

State: MN*

Plans Plan Codes N01, UW1 (All available plans except K, L, and MN Basic Plan)

Plan Codes K01, L01, TW1 (Plans K, L and MN Basic Plan)

Years 1-6
Agent \$230.00

Years 1-6
Agent \$150.00

*Commissions not payable for riders in MN

State: WV**

Plans Plan Codes B01, C01, CS1, F01, FS1, N01
(All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-5	
Agent	\$230.00

Years 1-5	
Agent	\$115.00

** WV Commission paid for Years 1 to 5

State: WA

Plans Plan Codes A01, B01, C01, CS1, F01, FS1,
K01, L01, N01 (All available plans)

All years certificate is in force	
Agent	8.00%

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. Commissions due to Agent are based on the collected premium amount (except in Washington, where it shall be based on the current premium amount) received by Company.
- b. 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 AARP Med Supp Plan but which have been waived by the Company.
- c. A nine-month commission advance is paid on all AARP Med Supp Plan sales once the first month premium has been paid (except in limited circumstances as may be determined by the Company).
- d. No commission will be paid for any plan change from an existing AARP Med Supp Plan to another AARP Med Supp Plan.
- e. Commissions are not payable for any sale of an AARP Med Supp Plan where the applicant's premium will be paid (in whole or in part) by a third-party payer. Note that third-party payer does not include a family member or personal guardian of the applicant.
- f. Commissions are not payable for any individual/applicant who is under the age of 65 as of their plan effective date except in the following states where required: CA (during the first six months of Part B enrollment for a beneficiary entitled to Medicare due to disability), CO, FL, IL, KS, ME (open enrollment and guarantee issue only), MO, OR, PA and WI. In these states, the age 65+ commission applies.
- g. If any AARP Med Supp Plan 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 AARP Med Supp Plan unless said plan is reinstated through the direct efforts of Agent or its Representatives, as determined by the Company.

- h. 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).
- i. 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.
- j. Any unearned commissions will be recovered on lapses (terminations of coverage). In the event of death, the Agent is paid commission through the end of the month in which the member died.
- k. Any unearned commissions paid on an AARP Med Supp Plan that is terminated or surrendered will be charged back in full to all levels that were paid for that plan.
- Charge-backs will be recovered from the next available commission check.
 - If there is not enough new business to offset this charge-back, the balance of the charge-back is rolled to the next commission statement. This continues until the charge-back is repaid in full.
- l. Commissions are not payable for any sale of an AARP Med Supp Plan to an individual who may be eligible for AARP branded coverage through intermediary organizations such as employers, unions or other groups.
- m. Guarantee Issue Commissions for applications signed on or after April 1, 2014 for effective dates on or after July 1, 2014. For any individual/applicant who is eligible for guaranteed issue coverage outside of his/her open enrollment period as of the plan effective date, commissions for all levels will be paid at 50% of the above "AARP Medicare Supplement Commission Schedule 65+" rates, except in the following states, where required: CO, CT, MA, MO, NY, OH, SC, TN, VT and WA. Where required by these and any other states, the full 65+ commission rates will apply.

IV. LIST OF AFFILIATES

Affiliates offering PDP Plans in filed and approved areas

UnitedHealthcare Insurance Company
UnitedHealthcare Insurance Company of New York (New York residents)

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

Arizona Physicians IPA, Inc.	UnitedHealthcare of Alabama, Inc.
HealthPlan of Nevada, Inc.	UnitedHealthcare of Arizona, Inc.
Oxford Health Plans (CT), Inc.	UnitedHealthcare of Florida, Inc.
Oxford Health Plans (NJ), Inc.	UnitedHealthcare of Georgia, Inc.
Oxford Health Plans (NY), Inc.	UnitedHealthcare of New England, Inc.
PacifiCare of Arizona, Inc.	UnitedHealthcare of New York, Inc.
PacifiCare of Colorado, Inc.	UnitedHealthcare of North Carolina, Inc.
PacifiCare of Nevada, Inc.	UnitedHealthcare of Ohio, Inc.
Physician's Health Choice of Texas, LLC	UnitedHealthcare of Oklahoma, Inc.
Sierra Health and Life Insurance Company, Inc.	UnitedHealthcare of Oregon, Inc.
UnitedHealthcare Benefits of Texas, Inc.	UnitedHealthcare of the Midlands, Inc.
UnitedHealthcare Community Plan of Texas, LLC	UnitedHealthcare of the Midwest, Inc.
UnitedHealthcare Community Plan, Inc.	UnitedHealthcare of Utah, Inc.
UnitedHealthcare Insurance Company	UnitedHealthcare of Washington, Inc.
UnitedHealthcare Insurance Company of New York	UnitedHealthcare of Wisconsin, Inc.
UHC of California d/b/a UnitedHealthcare of California	UnitedHealthcare Plan of the River Valley, Inc.
Care Improvement Plus of Texas Insurance Company	
Care Improvement Plus South Central Insurance Company	
Care Improvement Plus Wisconsin Insurance Company	
Preferred Care Partners, Inc.	
Medica Healthcare Plans, Inc.	

Affiliates offering Medicare Advantage Private Fee for Service Plans

UnitedHealthcare Insurance Company
UnitedHealthcare Insurance Company of New York (New York residents)

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

UnitedHealthcare Insurance Company
UnitedHealthcare Insurance Company of New York (New York residents)

V. SERVICE AREA

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

EXHIBIT B

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 30 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 acknowledges that (i) Agent is a "First Tier Entity" which is defined by CMS as any party that enters into a written arrangement, acceptable to CMS, with an MA Organization or PDP Plan Sponsor to provide administrative services to a Medicare eligible individual under an MA Plan or PDP

Plan, and (ii) each Solicitor Agent and other contractor/vendor engaged by Agent is a “Downstream Entity” which is defined by CMS as any party that enters into a written arrangement, acceptable to CMS, below the level of the written arrangement between an MA Organization or PDP Plan Sponsor and a First Tier Entity, continuing down to the ultimate provider of administrative services. Agent agrees that Agent shall comply with all requirements imposed upon a First Tier Entity and a Downstream Entity by CMS or by Medicare Laws and Regulations.

g. Agent shall: (i) upon request of the Company, provide the Company with a list of all current employees of Agent; (ii) as a First Tier Entity, provide Fraud, Waste and Abuse/Compliance and Code of Conduct training, as specified by the Company and using the Company’s training materials or other training materials that meet the Fraud, Waste and Abuse/Compliance training standards established by CMS, to all current employees of Agent and all contractors/vendors engaged by Agent regardless of whether Agent, its employees or contractors/vendors take the Company’s annual certification courses to market and sell products that year; (iii) be responsible for ensuring that Agent takes the Company’s annual Fraud, Waste, and Abuse/Compliance and Code of Conduct training, regardless of whether Agent takes the Company’s annual certification courses to market and sell products that year; (iv) conduct, at minimum, an annual review to determine if any current employees of Agent and contractors/vendors of Agent are listed as debarred, excluded, or otherwise ineligible for participation in federal health care programs or convicted of a criminal felony, and shall immediately terminate any such employees or contractors/vendors.

h. Agent represents and warrants that Agent, or its principals, have 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, or its principal, are (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 of 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 ten (10) years from the final date of the applicable Medicare 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 thirty (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 ten (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.

a. 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 C

Business Associate Addendum

This Business Associate Addendum (this "Addendum") also is intended to comply with applicable obligations under Title V of the Gramm-Leach-Bliley Act (15 U.S.C. sec. 6801 et seq.) and insurance commissioner regulations implementing Title V ("GLBA") that are applicable to Covered Entity's relationship with "nonaffiliated third party service providers" to ensure the integrity and confidentiality of nonpublic personal information that Business Associate may create or receive for or from Covered Entity ("NPI").

The Parties hereby agree as follows:

1. DEFINITIONS

1.1 Unless otherwise specified in this Addendum, all capitalized terms used in this Addendum not otherwise defined in this Addendum or otherwise in the Agreement have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA") and ARRA, as each is amended from time to time. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum and that are defined in the Agreement shall have the respective meanings assigned to them in the Agreement. To the extent a term is defined in both the Agreement and in this Addendum, HIPAA or ARRA, the definition in this Addendum, HIPAA or ARRA shall govern.

1.2 "Affiliate" for purposes of this Addendum, shall mean any entity that is a subsidiary of UnitedHealth Group.

1.3 "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 Addendum to sections of ARRA shall be deemed to include all associated existing and future implementing regulations, when and as each is effective.

1.4 "Breach" shall mean 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.

1.5 "Compliance Date" shall mean, in each case, the date by which compliance is required under the referenced provision of 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 Addendum, the Compliance Date shall mean that effective date of this Addendum.

1.6 "Electronic Protected Health Information" ("ePHI") shall mean PHI as defined in Section 1.7 that is transmitted or maintained in electronic media.

1.7 "PHI" shall mean Protected Health Information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received or created on behalf of, Covered Entity by Business Associate pursuant to performance of the Services.

1.8 "Privacy Rule" shall mean the federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

1.9 “Security Rule” shall mean the federal security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).

1.10 “Services” shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided by Business Associate to Covered Entity under the Agreement, as amended by written agreement of the Parties from time to time.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

With regard to its use and/or disclosure of PHI, Business Associate agrees to:

2.1 use and/or disclose PHI only as necessary to provide the Services, as permitted or required by this Addendum, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) or as otherwise Required by Law.

2.2 implement and use appropriate administrative, physical and technical safeguards to (i) prevent use or disclosure of PHI other than as permitted or required by this Addendum; (ii) reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity; and (iii) as of the Compliance Date of 42 U.S.C. § 17931, comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316.

2.3 without unreasonable delay, and in any event on or before the next business day after the date of its discovery by Business Associate, report to Covered Entity: (i) any use or disclosure of PHI not provided for by this Addendum of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C).

2.4 without unreasonable delay, and in any event on or before the next business day after the date of 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. The notification shall include, to the extent possible, and shall be supplemented 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 D 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, D, & 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, an investigation of any incident required to be reported under this Section 2.4 and shall pay the costs of providing, the required notices as set forth in this Section 2.4 or as may be required by state law and/or state and federal regulatory agencies.

2.5 require all of its subcontractors and agents that create, receive, maintain, or transmit PHI to agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate; including but not limited to the extent that Business Associate provides ePHI to a subcontractor or agent, it shall require the subcontractor or agent to implement reasonable and appropriate safeguards to protect the ePHI consistent with the requirements of this Addendum and including, at a minimum, compliance with the requirements of Section 2.4.

2.6 make available its internal practices, books, and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.

2.7 document, and within thirty (30) days after receiving a written request from Covered Entity, make available to Covered Entity information necessary for Covered Entity to make an accounting of disclosures of PHI about an Individual or, when and as directed by Covered Entity, make that information available directly to an Individual, all in accordance with 45 C.F.R. § 164.528 and, as of its Compliance Date, in accordance with the requirements for accounting for disclosures made through an Electronic Health Record in 42 U.S.C. 17935(c).

2.8 provide access to Covered Entity, within thirty (30) days after receiving a written request from Covered Entity, to PHI in a Designated Record Set about an Individual, or when and as directed by Covered Entity, provide that access directly to an Individual, all in accordance with the requirements of 45 C.F.R. § 164.524.

2.9 notwithstanding Section 2.8, in the event that Business Associate in connection with the Services uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall provide an electronic copy (at the request of Covered Entity, and in the reasonable time and manner requested by Covered Entity) of the PHI, to Covered Entity or, when and as directed by Covered Entity, directly to an Individual or a third party designated by the Individual, all in accordance with 42 U.S.C. § 17935(e) as of its Compliance Date.

2.10 to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within thirty (30) days after a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI as directed by Covered Entity, all in accordance with 45 C.F.R. § 164.526.

2.11 accommodate reasonable requests for confidential communications in accordance with 45 C.F.R. § 164.522(b), as directed by Covered Entity.

2.12 notify Covered Entity in writing within three (3) days after its receipt directly from an Individual of any request for an accounting of disclosures, access to, or amendment of PHI or for confidential communications as contemplated in Sections 2.7-2.11.

2.13 request, use and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; provided, that Business Associate shall comply with 42 U.S.C. § 17935(b) as of its Compliance Date.

2.14 not directly or indirectly receive remuneration in exchange for any PHI as prohibited by 42 U.S.C. § 17935(d) as of its Compliance Date.

2.15 not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. § 17936(a) as of its Compliance Date.

2.16 not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. § 17936(b) as of its Compliance Date.

2.17 mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate that is not permitted by the requirements of this Addendum.

2.18 comply with all applicable federal, state and local laws and regulations.

2.19 not use, transfer, transmit, or otherwise send or make available, any PHI outside of the geographic confines of the United States of America without Covered Entity's advance written consent.

2.20 encrypt all laptops, computers or other portable electronic devices in a manner as to render ePHI contained on such laptop, computer or other portable electronic device as unreadable, undecipherable, or unusable.

2.21 Government Program Requirements. To the extent that Business Associate receives, uses or discloses PHI pertaining to individuals enrolled in managed care plans through which Covered Entity or one or more of its affiliates participate in government funded health care programs, receipt use and disclosure of the PHI pertaining to those individuals shall comply with the applicable program requirements.

2.22 Privacy and Safeguards for Financial Data. Business Associate understands and acknowledges that to the extent it is a nonaffiliated third party service provider under the GLBA and that, in the performance of the Services, Business Associate creates or receives NPI, Business Associate (i) shall not use or disclose NPI for any purpose other than to perform the Services, (ii) shall implement proper administrative, technical, and physical safeguards designed to ensure the security and confidentiality of the NPI, protect against any anticipated threats or hazards to the security or integrity of the NPI and protect against unauthorized access to or use of the NPI that could result in substantial harm or inconvenience to any Individual; and (iii) shall, for as long as Business Associate has NPI, provide and maintain proper safeguards for the NPI in compliance with this Addendum and the GLBA.

3. OTHER PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited in this Addendum, in addition to any other uses and/or disclosures permitted or required by this Addendum, Business Associate may:

3.1 use and disclose to subcontractors and agents the PHI in its possession for its proper management and administration or to carry out the legal responsibilities of Business Associate, provided that any third party to which Business Associates discloses PHI for those purposes provides written assurances in advance that: (i) the information will be held confidentially and used or further disclosed only as Required by Law; (ii) the information will be used only for the purpose for which it was disclosed to the third party; and (iii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.

3.2 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; 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.

4. TERMINATION AND COOPERATION

4.1 Termination. If either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this Addendum then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching Party within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the non-breaching Party may do the following:

- i. if feasible, terminate the Agreement, including this Addendum; or
- ii. if termination of the Agreement is infeasible, report the issue to HHS.

4.2 Effect of Termination or Expiration. Within thirty (30) days after the expiration or termination for any reason of the Agreement and/or this Addendum, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's agents or subcontractors. To the extent return or destruction of the PHI is not feasible, Business Associate shall notify Covered Entity in writing of the reasons return or destruction is not feasible and, if Covered Entity agrees, may retain the PHI subject to this Section 4.2. Under any circumstances, Business Associate shall extend any and all protections, limitations and restrictions contained in this Addendum to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this Addendum, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

4.3 Cooperation. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

5. MISCELLANEOUS

5.1 Contradictory Terms; Construction of Terms. Any other provision of the Agreement that is directly contradictory to one or more terms of this Addendum ("Contradictory Term") shall be superseded by the terms of this Addendum to the extent and only to the extent of the contradiction, only for the purpose of Covered Entity's compliance with HIPAA and ARRA, and only to the extent reasonably impossible to comply with both the Contradictory Term and the terms of this Addendum. The terms of this Addendum to the extent they are unclear shall be construed to allow for compliance by Covered Entity with HIPAA and ARRA.

5.2 Survival. Sections 4.2, 4.3, 5.1, and 5.2 shall survive the expiration or termination for any reason of the Agreement and/or of this Addendum.

EXHIBIT D

Branded Products Addendum

This Branded Products Addendum (“Addendum”) specifies additional terms and conditions which shall apply to Agent and its representatives (referred to collectively as “Agent” in this Addendum) with respect to the solicitation of Products offered by the Company which are branded by AARP (collectively, the “AARP Branded Products”). A listing of the AARP Branded Products is included as Schedule C to this Addendum. This Addendum supplements, amends and is made a part of the 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 Branded Products and the Company solicits applications for such AARP Branded Products to the general membership of AARP (the “AARP Members”).
- B. The Company wishes to authorize the Agent to solicit applications for AARP Branded 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 Branded 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 Branded 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; and
 - 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 Agent's Ability to Solicit for other Health Carriers.** Agent agrees to solicit health insurance applications from AARP members only for insurance products issued by insurers with AM Best ratings of B or better and, at the request of the Company will provide to the Company a list of all insurance carriers for whom such Agent is authorized to solicit applications. If an exception to this requirement would be in the best interest of the member due to unusual local market conditions, the agent will request an exception in writing for the alternative insurance for the local market through the Company contact.

c. Meeting with Customers. Agents are encouraged to communicate with customers in the manner the customer prefers. Agents must have some means of accommodating members who wish to meet face-to-face at a mutually agreed to location.

d. Meeting with Company and AARP Representatives. Agent consents to field visits by Company and/or AARP representatives for the purpose of obtaining feedback on the program.

The Company shall be permitted to take any actions necessary to monitor compliance with the items specified in Sections 4(a) through 4(d) 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 Branded Products without the prior written consent of the Company. Agent agrees to use the name, trademark, or logo of AARP only in marketing materials for the AARP Branded Products that are provided to Agent by the Company and not to use the name, trademark or logo of AARP in any other 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 apply to, but are not limited to, the following materials: enrollment materials, business cards, Internet communications or any other electronic transmissions representing AARP Branded Products, telephone or other direct advertisements (print or electronic), producer or agency company listings and signage. If Agent has listed the Agent's phone number or email address with the AARP mark or brand in violation of this section, in the yellow pages or other materials that cannot be immediately withdrawn from the public, the Agent must immediately inform the Company. The restrictions on "sales materials" included in this section shall survive termination of this Addendum.

b. AARP Offices. Agent shall not use any AARP state offices, local chapters, functions or events for the purpose of soliciting business or obtaining leads for the sale of any product or service.

As part of Agents' commitment to their community or as members of AARP, Agents may have reason to meet with individuals from, or participate in functions associated with, AARP state offices, local chapters, functions or events. AARP encourages all members' participation in state and local chapter functions and other activities supporting their local community.

6. Sales Practice Obligations. Agent agrees that in connection with offering AARP Branded Products, Agent will comply at all times with the Sales Practice Guidelines provided in Schedule B of this Addendum.

a. Commissions and Marketing. Agent will not share commission earned on AARP Branded Products with any person, except as may be permitted under the Agreement.

b. Call Centers. Agents shall not make use of call centers for the sale or screening of AARP Branded Products unless approved by the Company and AARP.

7. Special Insurance Transactions Processing Rules

a. AARP Branded Products Requiring AARP Membership. With respect to those AARP Branded Products that require AARP membership, Agent agrees to verify the customer's membership with AARP, or with the client's consent, enroll or renew the customer for membership with AARP prior to submitting any applications for AARP Branded Products. 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 Branded Products as specified in Schedule B to this Addendum and to comply with any revisions to the Sales Practice Guidelines within thirty (30) days of notification of such revisions. Agent further agrees to comply with any new processes adopted by the Company within thirty (30) 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. Company requirements may include, but are not limited to: (i) number of attempts required; (ii) feedback to the Company on lead progress, meetings or other product sales data; or (iii) 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 Branded 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 but not necessarily limited to name, address, phone number, email address, National Producer Number, and licensing information, may be used by AARP in its quality control/oversight role.

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.

- c. The indemnification obligations of the Parties under this Branded Products Addendum shall survive termination of this Agreement for any reason, for a period of three (3) years.
10. Termination of Ability of Agent to Promote AARP Branded Products.
- a. 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 Branded Products.
- b. Recovering Agent Materials upon Termination. Upon termination of this Addendum, or sooner if requested by the Company, Agent will immediately cease using, and return to the Company all "sales materials" (as described in Section 5(a) above), or destroy them.
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 Branded 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. You should make sure that customers have the opportunity to buy the product that is right for them.

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 are encouraged to 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 any other regulatory or government agency.
 - b. Claims that CMS or any other regulatory or government agency 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 approved materials.
 - d. Claims that AARP endorses any other product in the Agent's personal portfolio.
 - e. Claims that AARP endorses Agent as an advisor, and that a recommendation from the Agent is a 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. Soliciting any enrollments from beneficiaries who are 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.
 - o. Engaging in any ‘bait and switch’ activities or other fraudulent behaviors, including, but not limited to, overselling, churning, and “sliding” unnecessary additional policies.
 - p. Engaging in aggressive selling techniques or ignoring customer needs.
 - q. Using AARP membership information obtained from AARP systems or membership databases to produce lists of AARP members for the sale of non-AARP branded products.
3. Claims that because a product is named by AARP, the customer does not need to investigate the product further.

Expected Agent Behavior

- 1. Agents will understand a customer’s unique needs and only sell a product if it fits their needs.
- 2. If another product is more appropriate for a customer, the agent should sell a non-AARP Product if available.
- 3. Agent will make a “best effort” to present all communications with a customer in a clear, concise and easy to understand manner and will ensure that all customers fully understand their options and the features of the products they purchase.

SCHEDULE C

AARP Branded Products

1. AARP MedicareComplete
2. AARP MedicareRx Plans
3. AARP Medicare Supplement Insurance