



CONSECO

CONSECO MARKETING, LLC CONTRACT APPLICATION

TYPE OR PRINT

Appointment Type: Individual Corporate

Name: _____

Corporation Name: _____

Social Security #: _____

Tax ID: _____

Birth Date: _____

Mailing Preference: Home Business

Home Address: _____

Business Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

Home Phone: _____

Business Phone: _____

Fax Number: _____

Email Address: _____

(YOUR EMAIL ADDRESS IS REQUIRED TO ACCESS ONLINE COMMISSION INFORMATION.)

For which states do you wish non-resident appointments? _____

(attach copy of current licenses; fees required for non-resident appointments for health life and annuity companies.)

Errors and omissions coverage? Yes or No If yes, please provide name of carrier and amount: _____

BACKGROUND - Please provide a complete explanation of any "yes" answers on a separate sheet:

1. Have you ever had your insurance license or securities license suspended or revoked or have you ever had any application for an insurance license denied by any insurance department? Yes No
2. Have you ever pled guilty or nolo contendere to or been found guilty of a felony or a crime including but not limited to crimes involving dishonesty, breach of trust, or a violation of any federal law or are you now under indictment? Yes No
3. Have you ever had a complaint filed against you with an insurance department, NASD or other regulatory agency or do you anticipate one being filed or have you ever been terminated by any company for cause? Yes No
4. Are you at the present time involved in any litigation or are there any unsatisfied judgments or liens (including state or federal tax liens) against you? Yes No
5. Do you owe an insurance company or other person for any premiums collected or money advanced? Yes No
6. Has any company or other person alleged that it has not received premiums or other monies due such company or person from you? Yes No

CONDITIONS AND AGREEMENTS

I have thoroughly reviewed this application and have answered all questions to the best of my knowledge. By signing below, I hereby attest to all matters set forth above and agree to all matters set forth below. I hereby agree that if and when any or all of the companies issue to me Sales Representative Agreement CI-339 (05-10) and Exhibit (a) for which I hereby apply, I will be bound by Agreement CI-339 (05-10) and Exhibit (a). I understand that my supervising office has specimen forms of Agreement CI-339 (05-10) and Exhibit (a) on file and I have had the opportunity to review Agreement CI-339 (05-10) and Exhibit (a). Submitting to the company any application for an insurance policy or annuity contract shall constitute my agreement to Agreement CI-339 (05-10) and Exhibit (a), and all of the terms, conditions, and provisions set forth therein. I acknowledge that by signing this Contract Application and by submitting any such insurance application for an insurance policy or annuity contract, I have so agreed to Agreement CI-339 (05-10) and Exhibit (a) and no further signature by me shall be necessary. FORM W-9. I hereby certify that

(1.) The payee's TIN is correct; (2.) The payee is not subject to backup withholding due to failure to report interest and dividend income.

** (Note: You must mark out #2 if you are subject to backup withholding) (3.) The payee is a U.S. person.*

I have executed this Contract Application as evidence of the understanding, acceptance and consent of its terms, and I agree that I will not solicit business until I receive notification from the Company that this acknowledgment has been approved. I understand that, as a part of its approval process, the Company may obtain an investigative consumer report which will contain information regarding my character, general reputation, credit history, personal characteristics and mode of living. I hereby authorize the Company to obtain such a report and share findings with others who have a business need to know or who are in a business or contractual relationship with Conseco Marketing, LLC.

Applicant Signature _____ Date: _____

TO BE COMPLETED BY THE IMO:

IMO: National MGA Insurance Alliance (A0119)

IMO Signature: _____ Date: _____

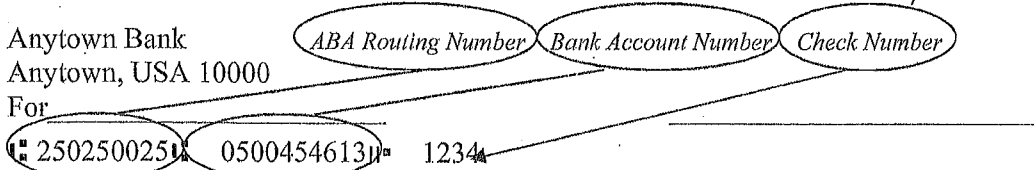
New Agent Reports Directly to: _____ Agent Number: _____

Agent Information

Name on Contract _____
 Address _____
 City _____ State _____ Zip _____
 Phone Number _____
Note: only one of the following fields needs to be completed. Please provide the Social Security or Tax ID number if you would like ALL of your agent numbers under that ID updated. If not, please list only the Agent Number(s) to be updated.
 Social Security Number or Tax ID on Contract _____
 Agent Number(s) _____

Bank Information

Bank Name _____
 ABA Routing Number _____
 Bank Account Number _____
 Checking Account Savings Account

Sue & Bob Agent 1234 Main St. Anytown, USA 10000	Date _____
Pay to the order of: _____	\$ <input style="width: 80px;" type="text"/> 1234 Dollars
Anytown Bank Anytown, USA 10000	<div style="display: flex; justify-content: space-around; margin-bottom: 5px;"> ABA Routing Number Bank Account Number Check Number </div>
For _____	

ABA Routing Number: The routing number must be nine digits. The first digits must be 01 through 12 or 21 through 32. Do not use a deposit slip to verify the number because it may contain internal routing numbers that are not part of the actual routing number. If your bank has recently had a merger or name change, please confirm your routing number.

Bank Account Number: The account number can be up to 17 digits and include numbers and letters. Omit hyphens, spaces, and special symbols. Be sure not to include the check number.

Signature _____ **Date** _____

Please return to:
 Commission Accounting
 P.O. Box 1956
 Carmel, IN 46082-1956
 Or fax to (317) 817-2855

Please allow 7 business days for your request to be processed.
 Please note that EFT transmissions can take up to 72 hours to be posted to your account.



CONSECO

CONSECO MARKETING, LLC
11825 N. Pennsylvania Street
Carmel, Indiana 46032

ADVANCE COMPENSATION AGREEMENT

This Advance Compensation Agreement is made and entered into by and between

- Conseco Insurance Company
- Conseco Life Insurance Company/Conseco Insurance Company
- Conseco Health Insurance Company/Conseco Insurance Company
- Washington National Insurance Company/Conseco Insurance Company
(a Conseco Company)

("Representative").

WITNESSETH:

WHEREAS, on _____, the Representative entered into Representative Contract, with Company which, among other things, authorizes the Representative to solicit applications of insurance for Company and provides for payment of compensation by Company to the Representative upon his/her sale of insurance products as premiums are collected (on an as-earned basis); and

WHEREAS, the Representative wishes to modify this compensation arrangement in order to permit him/her to receive compensation in advance of premiums being collected by Company.

NOW, THEREFORE, Company agrees to permit compensation to be paid to the Representative in advance of said compensation being earned subject to the following terms and conditions:

TERMS AND CONDITIONS

1. Compensation on first year premiums may be paid on an advance basis for the sale of any qualifying insurance policy. A policy issued by Company shall be construed as a qualifying insurance policy if it is designated as such by Company.
2. Upon the Representative's execution of this Agreement, that compensation be paid under this section of this Agreement, Company shall make an advance compensation payment to the Representative which shall be defined by the published guidelines of the appropriate Conseco Company. The guidelines are solely within the control of the appropriate Conseco Company and may be changed by Company without prior notice. Compensation advanced on any policy under this Agreement shall constitute an indebtedness of the Representative and shall be treated as income at date of disbursement.
3. All advance commission payments made under this Agreement shall be made by Company and forwarded to the Representative in accordance with Company's normal payment practices and cycles.

4. Advance balances are recovered as commission is earned on a policy-by-policy basis. The advance balance of any policy that lapses or is terminated before the advance is fully recovered will be recouped (charged back) immediately and transferred to the Secondary 1 Account balance. Balances in the Secondary 1 account will immediately begin accruing interest at a rate determined by the company, currently 9% per annum. The company retains the right to change the interest rate upon written notice of said change.
5. This Agreement may be terminated or suspended at any time by Company. Termination or suspension of this Agreement shall be effective on the date written notice of termination or suspension is mailed by Company to the Representative at the last known business address of the Representative shown in Company's files. Any business in process as of the date of termination or suspension shall be processed on an as-earned basis unless Company advises to the contrary in its notice of termination or suspension. In the event of termination of this Agreement all outstanding advance compensation shall be due and payable to Company immediately.
6. Company may, at its sole discretion, modify the terms of this Agreement at any time. Such modification shall take effect upon Company's mailing of notice of modification to the last known business address of the Representative shown in Company's files. All business in process as of the effective date of any modification shall be processed in a manner consistent with such modification.
7. All the terms, conditions and definitions of the Representative Contract and any supplements to it, shall remain in force and effect unless specifically modified in this Agreement.
8. Should it become necessary for Company to engage counsel to enforce the terms and conditions of this Agreement or the Representative's Contract, the Representative will pay Company's actual attorneys' fees plus all other costs of collection.
9. This Agreement shall have no force or effect until accepted by Company.

I, _____, affirm and fully understand the terms and conditions of the Guidelines and this Agreement.

Dated this _____ day of _____, 20_____.

Representative

ANNUALIZATION SPECIFICATIONS:

Maximum Advance Per Policy	\$1,500
Maximum Advances Outstanding	\$50,000
Minimum Advance EFT Issued	\$25

Dated this _____ day of _____, 20_____.

National MGA Ins (AM19) Marketing Company

Marketing Company Signature/Title

CIG Company Signature/Title

GUIDELINES FOR PAYMENT OF ADVANCE COMPENSATION

1. Annualized Commissions on First Year Premiums

In the sole discretion of the Company, it may from time to time make payments of advance commissions to those Representatives who have executed an Advance Compensation Agreement.

A payment of advance commissions shall mean the payment by Company, on an insurance contract for which the premiums or consideration are to be paid to Company during the first policy year, or in such a manner as the Company may determine from time to time.

Payment of advance commissions will not occur on any life or annuity policies of family members of the representative. Family members shall mean the Representative, Representative's spouse, children, parents and Representative's brothers, sisters and their families.

2. Effective Date

The Advance Compensation Agreement will become effective only after having been duly approved and executed by the Company. Any new business submitted prior to notification of approval will not be available for advance compensation.

3. Indebtedness

If, after such payment of advance commission on an insurance contract, any portion of the first year premium for that contract shall fail to be paid to Company when due, Representative shall be fully responsible for and shall repay Company an amount equal to all commissions previously paid by Company on all first year premiums remaining unpaid to Company on such insurance contract at the time of such failure to pay. The amount to be repaid shall be the general indebtedness of Representative to Company deemed incurred as of the time of such failure to pay, and shall be immediately due and payable in full by Representative, unless a subsequent due date for payment shall, in the sole discretion of Company, be agreed to by Company in writing.

The Company may at any time without notice or demand to Representative exercise any rights or remedies available to it to enforce payment or collection of any such indebtedness including, but not limited to, charging to Representative all attorney's fees and other collection expenses as permitted by law. Any indebtedness under this Agreement is a first lien against any and all compensation payable to Representative by Company, and Company may offset such indebtedness against Representative's compensation and/or chargeback such indebtedness to Representative.

4. Chargeback

For the purpose of calculating the first year commission obligations of Company to Representative, an offset and/or chargeback of commissions will be deemed as a negative commission reducing first year commissions earned by Representative in the contract year in which such offset and/or chargeback occurs.



CONSECO

Sales Representative Agreement

Between

Conseco Marketing LLC, a Conseco Company

And

If an individual:

Last Name

First

Middle Initial

Or

If a corporation:

Full Corporate Name

Table of Contents

Category	Item No.
Concept	I
Agreement Date	II
Duties, Obligations, Authorization, and Limitations	III
Advertising	IV
Territory and Assignment	V
Relationship	VI
Lien Indebtedness and Assignment	VII
Compensation	VIII
Termination	IX
Non-Waiver	X
Entire Agreement	XI
Governing Law and Jurisdiction	XII
Invalid Provisions	XIII
Notices	XIV

I. CONCEPT

This agreement is made by and between Conseco Marketing, L.L.C., an Indiana limited liability company, called "we", "us" or the "Company" and _____, called "you" or "Representative". The Company is affiliated with a number of insurance companies, called the "Conseco Companies", that offer life insurance, health insurance and annuity policies or certificates, called "Policies", to customers through independent producers. The Company and Representative desire to enter into this Agreement and work together for their mutual benefit, through the sale and service of Conseco Companies' Policies to suitable customers who desire to purchase such Policies.

At its option, which shall not be unreasonably withheld, the Company agrees to contract with and/or appoint, as Conseco Companies' licensees Sub-Producers recruited by you, and Sub-Producers recruited by your Sub-Producers, (collectively referred to as "Sub-Producers") who meet the standards then generally required by us in the appointment of agents. If a Sub-Producer who is already under a contract with the Company is assigned to you, your responsibilities with respect to that Sub-Producer are the same as if you recruited the Sub-Producer to the Company unless otherwise agreed in writing by you and the Company.

Sub-Producers may be contracted only on standard Sales Representative Agreements or Licensed Only Agent Acknowledgements and accompanying schedules approved by and made available through the Company.

The Company may immediately suspend your ability to recruit Sub-Producers under this Agreement, if the Company has reasonable cause to suspect that you have engaged in conduct involving violation of the terms of your Agreement. You will be notified, in writing, of the reason and the terms of any suspension.

The term "Policy" or "Policies" shall also include products, benefits or services offered through the Conseco Companies' distribution agreements with other insurance carriers, benefit providers and/or service providers.

II. AGREEMENT DATE

The Agreement Date applies to all Policies Issued on or after the Agreement Date, which is specified on the signature page of this Agreement.

III. DUTIES, OBLIGATIONS, AUTHORIZATION AND LIMITATIONS

The following conditions shall apply to you or to any of your employees or to any Sub-Producers:

1. You and all Sub-Producers shall have no other powers or authority other than those expressly granted in this Agreement, and no other or greater power or authority shall be implied by the grant or denial of powers or authority specifically mentioned.
2. This Agreement applies specifically to Policies issued by the Conseco Companies, which are listed on Compensation Schedules provided to representative and made a part of this Agreement.
3. For as long as you are contracted with the Company, licensed, appointed by one or more of the Conseco Companies and in good standing with the regulatory authorities, the Company hereby authorizes you to:
 - a. Personally produce applications for Policies covered by this Agreement; This application may be signed and submitted electronically pursuant to rules adopted by the Company; and
 - b. Collect the first premiums on such Policies in the form of a check or money order made payable to the appropriate Conseco Company.
 - c. Solicit, through Sub-Producers selected by you and appointed by us, applications for Policies covered by the Sub-Producer's Sales Representative Agreements or Licensed Only Acknowledgments.
4. Neither you nor any of your employees or Sub-Producers has any authority to make, alter, modify or discharge any Policy, any provision in any Policy, application, conditional receipt or any other writing for the Company, or to extend or waive any provision of the Policy; to extend the time for payment of premiums; to waive or extend any policy condition or to waive any forfeiture; to accept payment of any past due premium, except as requested by the Company; to approve or recommend approval of evidence of insurability; to make any representation or state any opinion regarding the validity or payment of any claim; to guarantee current interest or premium rates; to guarantee the continuance of any practice or procedure of any Conseco Company; or to incur any expenses or obligation whatsoever in the name of any Conseco Company for or on behalf of any Conseco Company without specific written authority from an officer of that Conseco Company.
5. The Company reserves the right at any time to change any guideline, rule, policy, instruction or directive relating, but not limited to, market conduct, underwriting rules or guidelines, mortality rates and interest crediting rates. You agree to promptly inform all Sub-Producers or employees of our rules, regulations and policies and of any amendment, addition, change or modification of same by the applicable Conseco Company.

6. You shall make full disclosure to us of all facts known or learned about any applicant for coverage that relates to insurability.
7. We will pay all customary underwriting costs, including all reasonable costs, expenses and fees for obtaining such medical and other information we consider necessary to determine the insurability of applicants for Policies. If a Policy is issued as applied for and cannot be delivered to the applicant for any cause whatsoever, or the applicant fails or refuses to accept the Policy as issued, or if you cause us in any way to incur unnecessary underwriting costs, then we reserve the right to offset from your compensation any or all such underwriting expenses.
8. You are responsible for all expenses, other than the customary underwriting costs referred to above, incurred by you or your Sub-Producers in the performance of this Agreement.
9. You agree to keep accurate and complete records and accounts of all transactions, and shall provide the Company complete access and right to inspect and copy all records, vouchers, bank accounts, transactions, correspondence and other information we may reasonably require as they relate to business placed with us. You agree that your obligation under this Section III, item 9, shall survive the termination of this Agreement.
10. You agree to exercise reasonable care and diligence to ensure that the Policies covered by us under this Agreement are maintained current and in force. You understand that it is your responsibility to provide reasonable post sales services to Policyholders and beneficiaries of Policies and to exert your best efforts to promote the interest of the Company or Conseco Companies as contemplated by this Agreement.
11. You agree not to open any bank or other account(s) in the Company's name or the name of any Conseco Company.
12. You agree not to endorse, cash or deposit any check, draft or money order payable to any Conseco Company.
13. Monies received by you or employees for or on account of the applicable Conseco Company may not be used for any personal or other purpose whatsoever. Such monies shall be deemed to have been received by you as a fiduciary in trust for us and shall be remitted immediately to the applicable Conseco Company in accordance with our rules and instructions. In connection with the sale of our products or the servicing of our Policies, you are responsible to the applicable Conseco Company for all acts of any Sub-Producers appointed by us at your direction and for monies received by them for the Company's account.
14. At the Company's request you shall become bonded in such manner and amount as the Company may require, at your expense.
15. You agree to ensure that you and employees and Sub-Producers who are involved in the insurance selling and solicitation process will be licensed, appointed by us, and trained in accordance with the Company's standards of market conduct, which includes adhering to Conseco's Corporate Code of Conduct where applicable and standards of conduct contained in this Agreement. You agree also to ensure that you and your Sub-Producers are familiar with and understand the terms and conditions of the Policies and the supporting marketing literature made available by us in connection with any of the Policies which you sell under this Agreement.
16. You agree not to deliver a Policy unless you can reasonably determine that the proposed insured is in as good health as at the time of application, and unless the first premium has been fully paid. You agree to return any Policy, which cannot be delivered within 30 days for any reason to the Company's home office at the end of the 30-day delivery period.
17. You agree that you will sell Policies and otherwise perform under this Agreement in compliance with all applicable federal and state laws, statutes, regulations and guidelines and with all the Company's rules and procedures which are intended to implement or which are otherwise related to such laws, statutes, regulations or guidelines. You acknowledge the Company's obligation to investigate alleged breaches of such laws, statutes, regulations, guidelines, rules or procedures as it may deem appropriate, and to act on the findings of such investigations. You further agree to cooperate fully in any investigation.
18. You agree to conduct your activities in a professional manner and in accordance with all laws and regulations in force in the states in which you market any Conseco Company's products and you further agree to abide by all present and future decisions and instructions issued by the Company and any Conseco Company. You agree to ensure that your Sub-Producers are familiar with the Code of Conduct in their Agreement. You agree to comply and cooperate with the Company in any investigations and understand that this Agreement can be terminated for cause for your failure to cooperate or comply with the company's market conduct related rules, procedures or guidelines. You agree to, adhere to, and subscribe willingly to the following Standards of Conduct:

I WILL AVOID all high-pressure sales tactics.

I WILL engage in active and fair competition by not making any disparaging remarks about any other agent or insurer.

I WILL NOT misrepresent any policy benefit, condition or limitation.

I **WILL NOT** replace or change any existing policy.

I **WILL** comply with all applicable laws and regulations that pertain to the sale of policies.

I **WILL NOT** rebate to or share my commissions with any Applicant or Policyholder in any manner whatsoever.

I **WILL** encourage my employees to conduct themselves in a manner that is consistent with Consecos Corporate Code of Conduct and the Standards of Conduct contained in this Agreement and take corrective action when those standards are not being met.

I **WILL** practice strict adherence to ethical insurance sales practices during prospecting and presenting Policies.

I **WILL** clearly disclose all Policy conditions, exclusions and limitations to my clients.

I **WILL** strive to fully understand all of the Consecos Companies' Policies which I sell by reviewing pertinent communications, or participating in continuing education training programs as needed so that I will be better able to properly advise my clients; and

I **WILL AVOID** participation in any conduct that would bring dishonor upon either my profession, the Company, or any Consecos Company.

19. You hereby agree to indemnify and hold the Company and the Consecos Companies harmless from all losses, expenses, including, but not limited to, reasonable attorney fees, costs and damages resulting from any act of commission or omission of negligence or misfeasance by you, any Sub-Producer, or any employee of yours. You agree that your obligations under this Section III will survive termination of this Agreement.

20. The Company will restrict the transfer of any Sub-Producer of any Sales Representative to another Sales Representative according to Company guidelines. An agent with no outstanding debt may be released from an Independent Marketing Organization (IMO) if one of the following occurs:

- A formal release is obtained in writing from the existing IMO that the agent is active with;
- An agent self terminates and is then, eligible for rehire 6 months from the date of termination;
- An agent is active for at least 6 months but has not written any new business within the last 6 months.

21. You agree that any and all "Nonpublic Personal Information" obtained by you on behalf of or from Company or any Consecos Company in the performance of your duties and obligations under this Agreement shall be used by you only as necessary to fulfill your obligations under this Agreement and shall not be disclosed to any other person, unless specifically authorized in writing by the Company, any Consecos Company, or the person who is the subject of the "Nonpublic Personal Information," or as otherwise permitted by law. You agree to establish physical, electronic, and administrative procedures to protect the security and confidentiality of "Nonpublic Personal Information."

"Nonpublic Personal Information" has the meaning set forth in section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) and any federal and state laws and regulations that implement that Act and includes but is not limited to name, address, and financial or health information of a policyholder, insured, applicant, or prospect.

You further agree to abide by the provisions of Exhibit A.

This section survives the termination of the Sales Representative Agreement.

22. You agree to the below if you hire Licensed Only agents (LOA):

- That the Company has no obligation to the LOA for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expenses incurred by the LOA in the solicitation of applications for insurance issued by the Company, it being expressly understood that LOA is under direct contract with the Representative who has personally agreed to compensate LOA for such services and LOA agrees to hold the Company harmless from any claims for payment of commissions, and to look only to Representative for payment of commissions; and
- That you further agree to be personally and fully liable to the Company for all business transacted by the LOA and will indemnify and hold the Company harmless from any and all claims of loss or damages resulting from any act of LOA.

IV. ADVERTISING

Only materials provided by the Company shall be used in soliciting policies. Neither you nor any employees shall print any material for publication or distribution, any advertisement, circular, statement, product illustration or any other document relating to the business or the standing of the applicable Consecos Company unless the same shall have been previously approved in writing by an authorized employee of the Company. Disciplinary action, up to and including termination, may result if materials that have not been approved by the Company are used.

V. TERRITORY AND ASSIGNMENT

1. You may solicit and market in any territory in which the applicable Conseco Company is authorized to do business and in which you are licensed and appointed with the applicable Conseco Company, unless you are advised by us in writing to cease marketing a particular Policy or Policies or to cease doing business in a particular territory.
2. Your appointment is not exclusive in such territory and we may appoint other representatives in the territories at our discretion.
3. The Company reserves the right at any time to withdraw from any territory, and to discontinue or withdraw or amend any Policies used in a territory without prejudice to its right to operate in any other territory.

VI. RELATIONSHIP

This Agreement shall not be construed to create the relationship of employer and employee between the Company and you or any of your Sub-Producers. You and any Sub-Producers appointed under you are and shall be considered an independent contractor. You shall be free to exercise independent judgment as to the time and place of performing all acts authorized under this Agreement except as provided in Section III.

VII. LIEN FOR INDEBTEDNESS AND ASSIGNMENT

1. We may offset, against any sums due or becoming due to you under this or any other Agreement between you and any Conseco Company, any monies owed to any Conseco Company by you or any of your employees or sub-producers arising from this or any other Agreement between you and any Conseco Company. A first lien is hereby reserved to the applicable Conseco Company for the satisfaction of any such debt or liability.
2. The Company may at its discretion require immediate payment of any indebtedness to the Company upon demand.
3. After termination of this Agreement, any monies owed to the Company or any Conseco Company under the terms of this Agreement shall immediately be payable to the Company or Conseco Company. Any debt unpaid within thirty (30) days thereof shall accrue interest at the legal rate.
4. You shall be responsible for all reasonable expenses and attorneys fees incurred by the Company in any proceedings required to collect any monies owed to the Company or Conseco Company by you or any of your employees or sub-producers as well as interest on such monies at the legal rate.
5. No assignment of this Agreement or of compensation earned or accrued shall be valid unless authorized in advance in writing by the Company. Any assignments so authorized shall be subject to any and all indebtedness of yours to the Company or any Conseco Company.
6. The terms of this Agreement apply to the indebtedness of any of your sub-producers. It is the right of the company to "roll-up" any debt.

VIII. COMPENSATION

1. Compensation under this Agreement is described on the Compensation Schedules. Compensation Schedules are specific to each Conseco Company. You will receive your compensation directly from the Conseco Company or the Conseco Company's designated paymaster.
2. Your direct compensation shall be based on premiums paid on Policies issued by us on applications obtained by you prior to the termination date of this Agreement, at the rates specified in the Compensation Schedules provided.
3. Your overriding compensation shall be based on premiums paid on Policies issued by us on applications obtained by your Sub-Producers prior to the termination date of this Agreement, at the rates specified in the Compensation Schedules provided, less the rates specified in your Sub-Producers' Agreement.
4. Company shall have the right to recover any unearned compensation paid to you under Section VIII:
 - a. When any compensation has been paid in error
 - b. If the Company or any Conseco Company refunds premiums at any time for any reason.
 - c. When any other compensation chargeback occurs under the terms of the Compensation Schedules.
5. When a Policy sold under this Agreement is deemed to replace a policy of a like nature from any Conseco Company,

compensation is subject to adjustment according to the Company's rules for replacement then in effect.

6. We reserve the right to change, withdraw or introduce new Policies, or change Compensation Schedules, by notifying you in writing of such changes. Compensation for Policies not scheduled and for any policy changes shall be determined in each case by the Company and shall be deemed to be effective upon the general announcement of such by the Company. Changes in Compensation Schedules will not affect Policies submitted prior to the effective date of the change.
7. The Company will provide you a statement of account. This statement is binding for all purposes unless you give written notice to the Company within three months of the date of the statement that the statement is in error. By signing this contract, you authorize the release of compensation information by the Company to those above you in your hierarchy.
8. Compensation payable under this Agreement will continue to be paid after the date of termination for business submitted by you and any Sub-Producer prior to the effective date of such termination of this Agreement according to the vesting terms of the Compensation Schedules provided, unless compensation is forfeited under Section IX, item 2, of this Agreement. No compensation will be paid to you on any business submitted by Sub-Producers after the termination date of this Agreement.
9. The Company may immediately suspend your ability to sell policies under this Agreement if the Company has reasonable cause to suspect that you have engaged in conduct involving violation of the terms of this Agreement or violation of any law or regulation. You will be notified, in writing, of the reason and the terms of any suspension.
10. You agree not to disclose any information concerning your compensation arrangement with the Company, including commissions, bonuses or other special commission agreements developed for particular marketing programs, to any other persons or entities engaged in the business of insurance, specifically including any persons or entities under contract with the Company.

IX. TERMINATION

1. Termination without Cause

- a. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days prior to such termination date. Notice shall be deemed received on the date it is mailed to your last known business address. If you voluntarily terminate your contract, you may not re-contract with the same Conseco Company for 6 months.
- b. If you are appointed as a corporation or partnership, the death of any principal shall not terminate this Agreement, but it shall continue in force and effect in favor of the surviving owners or partners, provided they are validly licensed and appointed to represent the Company or any Conseco Company.
- c. If you are a corporation, upon the dissolution, bankruptcy or insolvency of the corporation, this Agreement shall immediately terminate, in which case all compensation due or becoming due to the corporation shall be payable to its successor or duly appointed representative.
- d. This contract may terminate automatically if you have not placed in force any new business in the past 12 months or if you have a debt balance and have not placed in force any business in the past 3 months.

2. Termination for Cause

This Agreement will be immediately terminated for cause:

- a. Upon failure to perform any of its material obligations or covenants and fail to conform to the rules and regulations of the Company. The other party may terminate and cancel this Agreement effective immediately upon providing written notice of such termination to the other party.
- b. Upon reason of fraud or willful or negligent violation of any federal or state statute or other directive affecting policies or the solicitation of policies issued by any Conseco Company, or misappropriation or withholding of funds, or any action taken or sanctioned by you without our prior knowledge and approval which results in the cancellation or surrender of policies issued by any Conseco Company.
- c. If your license to act as an insurance agent or broker is revoked for cause after an opportunity for a hearing by the insurance department of any state or territory.
- d. If you, while this Agreement is in force or within two years following its termination, endeavor to induce representatives to discontinue their contracts or appointments with the Company or the Conseco Companies, or if you, at any time, before or after termination of this Agreement, replace or attempt to replace the business of the Company with that of any other insurance carrier. A forfeiture under this paragraph shall not constitute an election by any Conseco Company to forego any claim it may have against you.

- e. If you fail to pay an indebtedness to the Company on demand.
 - f. If you otherwise acted to prejudice materially the interests of Company in breach of this Agreement.
 - g. Should you be terminated under this provision, you shall be liable to us for such acts including liability for damages for which we may have been subjected by virtue of such act or acts and allowing such termination.
3. Upon termination of this Agreement, you shall immediately pay to us all sums due and immediately deliver to the Company all rate books, letters, records, sales materials and supplies connected with the business relating to the Company, or applicable Conseco Company, those materials being deemed to be our property at all times.
 4. In the event of your death, commissions will be paid as they become due to your designated beneficiaries, surviving spouse, or estate only to the extent that they have vested in you before your death.
 5. Upon termination for cause, all rights to vested compensation will be forfeited. You agree that this provision will survive the termination of this Agreement, and that the Company is entitled to divest you of your compensation should you engage in activities described in Section IX (2) after this Agreement is terminated.
 6. In the event this Agreement is terminated by either party, the Company reserves the right to retain, reassign or cancel any Sub-Producers without any further obligation to you except as provided for in the Compensation Schedules.

X. NON-WAIVER

Forbearance or neglect of the Company to insist upon the performance of any of the terms of this Agreement or to declare a forfeiture or termination against you shall not constitute a waiver of such rights and privileges.

XI. ENTIRE AGREEMENT AND PRIOR AGREEMENTS

This Agreement is the sole and entire agreement between the parties. Any understandings, negotiations, representations, statements, promises and agreements, oral or otherwise, not included in this Agreement shall have no force and effect in the construction of the rights and obligations of the parties except as provided in this Section XI. This Agreement supersedes any prior agreement between any Conseco Company and you. Compensation Schedules for this Agreement and any subsequent changes to such Compensation Schedules shall apply only to new applications submitted by and through you after such become effective. Any compensation payable under a prior Agreement shall continue to accrue in accordance with the rates specified in the Compensation Schedules in force at time of policy issue. Payment of such accrued compensation is subject to any liens, indebtedness or assignments, and is subject to forfeiture under Section IX of this Agreement.

XII. GOVERNING LAW AND JURISDICTION

This Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the State of Indiana exclusive of choice of law provisions. Each party agrees to the exclusive jurisdiction of the courts of Hamilton County, Indiana, or the United States District Court, Southern District, Indianapolis, Indiana with respect to any claim or cause of action, whether in law or in equity, including specific performance, arising under or relating to this Agreement, and waives personal service of any and all process upon it, and consents that all service of process may be made by certified or registered mail, postage prepaid and return receipt requested. Each party waives any objection based on *forum non conveniens* and waives any objection to venue of any action instituted pursuant to this Agreement. Each party agrees that a final judgment in any such action shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Nothing in this Section XII shall affect the right of any party to serve legal process in any other manner permitted by law. To the extent that any party has or may acquire any immunity from jurisdiction from any court or from any legal process with respect to itself or its property, such party waives (to the fullest extent permitted by applicable law) such immunity in respect of its obligations under this Agreement.

XIII. INVALID PROVISIONS

All of the provisions of this Agreement are distinct and severable. If any provision of this Agreement shall be deemed to be void, invalid or otherwise unenforceable under law or equity, the same shall not affect the validity, legality or enforceability of any other provision or portion.

XIV. NOTICES

Any notice given under any provision of this Agreement shall be complete upon deposit, postage prepaid, in the U.S. mail addressed to you at your last known business address according to Company records, or to us addressed to:

Conseco Marketing L.L.C.
11825 North Pennsylvania Street
Carmel, Indiana 46032

OPPORTUNITY TO REVIEW

YOU REPRESENT THAT, PRIOR TO SIGNING THIS AGREEMENT, YOU HAVE READ, FULLY UNDERSTAND AND VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS AS STATED ABOVE, THAT YOU WERE NOT UNDER DURESS AT THE TIME YOU SIGNED THIS AGREEMENT AND THAT YOU HAD ADEQUATE TIME TO CONSIDER ENTERING INTO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE OPPORTUNITY TO DISCUSS THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS WELL AS ITS LEGAL CONSEQUENCES, WITH AN ATTORNEY OF YOUR CHOICE.

IF A SALES REPRESENTATIVE IS A CORPORATION, AN AUTHORIZED OFFICER MUST SIGN AND INDICATE THE OFFICER'S TITLE.

SALES REPRESENTATIVE

CONSECO MARKETING, L.L.C.
(a Conseco Company)

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

At its Executive Office in
Carmel, Indiana

Agreement Date: _____

Exhibit A

1. **Definitions.** For purposes of this Exhibit A, the following terms shall have the designated meanings. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103, 164.304 and 164.501.
 - (a) *Designated Record Set* shall mean a group of records maintained by or for Company that is the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used, in whole or in part, by or for Company to make decisions about individuals. As used herein, the term "Record" means any item, collection, or grouping of information that includes Protected Health Information (PHI) and is maintained, collected, used or disseminated by or for Company.
 - (b) *Individually Identifiable Health Information* shall mean information that is a subset of health information, including demographic information collected from an individual, and: (1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual, or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
 - (d) *Privacy Standards* shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164.
 - (e) *Protected Health Information PHI* shall mean Individually Identifiable Health Information that is transmitted or maintained in any form or medium. PHI shall not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. §1232g(a)(4)(b)(iv).
 - (f) *Secretary* shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (g) *Security Incident* shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
2. **Use or Disclosure of Protected Health Information.** Agent shall not use or further disclose PHI created or received on behalf of or from Company in any manner other than as permitted or required by the Agreement, or as permitted or required by law.
3. **Safeguards Against Misuse of Protected Health Information.** Agent agrees to use appropriate safeguards, including the implementation of administrative, physical and technical safeguards, to prevent the use or disclosure of PHI other than as provided for under the Agreement.
4. **Reporting of Improper Uses or Disclosures of Protected Health Information.** Agent agrees to report to the Company, within five (5) days of becoming aware, any use or disclosure of PHI not permitted or required by the Agreement. Agent further agrees to report any security incident occurring after April 20, 2005 involving PHI within five (5) days of becoming aware of such security incident, pursuant to 45 C.F.R. § 164.314(a)(2)(i)(C).
5. **Agreements by Third Parties.** Agent shall enter into a written agreement with any agent or subcontractor that will have access to PHI that is received from, or created or received by Agent on behalf of Company pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms, and conditions that apply to Agent pursuant to this Exhibit A with respect to such PHI.
6. **Access to Protected Information.** Agent agrees to make an individual's PHI, maintained by Agent or its agents or subcontractors, in Designated Record Sets, available to the individual or the individual's personal representative for inspection and copying within thirty (30) days of a request. Provided however that, on such request by Company on behalf of an individual, or the individual's personal representative, Agent agrees to make such information available to Company within fifteen (15) days of receipt of the request, to enable Company to fulfill its obligations under 45 CFR 164.524.
7. **Availability of Protected Health Information for Amendment.** Agent agrees to respond to any amendment requests, pursuant to 45 CFR 164.526, within sixty (60) days of receipt of such request from the individual or individual's personal representative, as applicable, for the amendment of that individual's PHI for so long as the PHI is maintained in the Designated Record Set. Agent agrees to follow parameters established by, and agreed upon with, Company with respect to amendment requests received and responded to.

Provided however that when such request is made by Company on behalf of an individual or the individual's personal representative, Agent agrees to respond to Company within thirty (30) after receipt of the request, to enable Company to fulfill its obligations under 45 CFR 164.526.
8. **Accounting Rights.** Within thirty days after receipt of notice by Company of a request for an accounting of a disclosure of PHI, Agent and its agents or subcontractors shall make available to Company the information required to provide an accounting of disclosures to enable Company to fulfill its obligations to provide such accounting as required by 45 CFR Section 164.528.

Agent agrees to implement a process that allows for an accounting to be collected and maintained by Agent and its agents or

subcontractors for at least six (6) years prior to the request, but not before the April 14, 2003 HIPAA compliance date. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the written request for disclosure.

An accounting for disclosures made under the following conditions is not required:

- disclosures to carry out treatment, payment, or health care operations;
- disclosures to individuals of PHI about them;
- disclosures made pursuant to an authorization

In the event that the request for an accounting is delivered directly to Agent or its agents or subcontractors, Agent shall within five (5) days of a request forward it to Company in writing. It shall be Company's responsibility to prepare and deliver any such accounting requested.

9. **Confidential Communications Requirements.** Company must permit individuals to request, and must accommodate reasonable requests by individuals, to receive communications of PHI by alternative means or at alternative locations. Agent hereby agrees to immediately communicate any request by the individual to the Company and Company will advise Agent as to the how to accommodate the request.
10. **Availability of Books and Records.** Agent hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by, Agent on behalf of Company, available to the Company, or at the request of the Company to the Secretary, in a time and manner designated by the Company or the Secretary, for purposes of the Secretary determining Company's and Agent's compliance with the Privacy Standards or this Exhibit A.
11. **Effect of Termination.** Upon the termination of the Agreement for any reason, Agent will return to Company, or at Company's direction, destroy all PHI created, received on behalf of or received from Company that Agent maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. Agent shall remain bound by the provisions of this Exhibit A, even after termination of the Agreement, until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this section.
12. **Termination of Contract.** In addition to any other rights Company may have in the Agreement, this Exhibit A or by operation of law, Company may immediately terminate the Agreement if Company determines that Agent has violated a material term of this Exhibit A.
13. **Third-Party Rights.** The terms of this Exhibit A are not intended, nor would they be construed, to grant any rights to any parties other than to Agent and Company.
14. **Data Security.** Agent hereby represents and warrants that it will utilize its commercially reasonable efforts to implement technical and physical safeguards and policies and procedures to protect and safeguard Protected Health Information.
15. **Amendment.** Agent and Company agrees to take such action as is necessary to amend this Exhibit A from time to time as is necessary for Company to comply with the requirements of HIPAA and any other applicable federal or state statute or regulation required governing privacy and security of information.