



**Connecticut General Life Insurance Company
CIGNA HealthCare of Arizona, Inc.**

Agency-to-Agent

Agent, Street Level (Agent-1) Marketing Agreement

CIGNA Medicare Access, a Medicare Advantage PFFS Plan ¹

CIGNA Medicare Rx, a stand-alone Medicare Prescription Drug Plan

CIGNA Medicare Select Plus Rx, a Medicare Advantage Prescription Drug Plan ²



¹ Available in select counties in AL, AR, AZ, CA, CO, FL, GA, HI, IL, IN, LA, MA, ME, MO, NC, NH, NM, NY, OH, OR, PA, SC, TN, TX, VA, VT, WA, WV

² Available in select counties in AZ.

**CONNECTICUT GENERAL LIFE INSURANCE COMPANY AND
CIGNA HEALTHCARE OF ARIZONA, INC.
CIGNA MEDICARE PLANS
AGENT-1 (STREET LEVEL) AGENT MARKETING AGREEMENT**

This **CIGNA MEDICARE PLANS AGENCY-TO-AGENT MARKETING AGREEMENT** (this "Agreement"), entered into as of the last date set forth on the signature page hereof ("Effective Date"), is made by and between the agency identified on the signature page hereof ("AGENCY") and the producer ("AGENT") identified on the signature page hereof, with reference to the following:

Premises

- A.** Connecticut General Life Insurance Company ("CIGNA") has been approved by the Centers for Medicare and Medicaid Services ("CMS") to sponsor one or more Medicare Plans, pursuant to the Medicare Modernization Act of 2003, codified in Sections 1851 through 1859 and 1860D-1 through 1860D-41 of the Social Security Act (the "MMA").
- B.** CIGNA directly or indirectly has contracted with AGENCY to engage AGENCY to market and promote CIGNA's Medicare Plans, through AGENCY's producers, including AGENT, to prospective enrollees and AGENCY is desirous of promoting the Medicare Plans, and of facilitating the enrollment of eligible individuals in CIGNA's Medicare Plans.
- C.** AGENCY desires to engage AGENT to market and promote CIGNA's Medicare Plans to prospective enrollees and of facilitating the enrollment of eligible individuals in CIGNA's Medicare Plans.
- D.** In consideration of AGENT's marketing and promotional efforts with respect to the Medicare Plans, AGENT will be paid certain fees for the enrollment and renewed enrollment of participants in the Medicare Plans, all in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the above premises (which are incorporated in full into this Agreement by this reference) and the representations, warranties, covenants, conditions, and promises exchanged by the Parties herein below, AGENCY and AGENT hereby agree as follows:

Agreement

ARTICLE 1: OBLIGATIONS OF AGENT

1.1 AGENT. Subject to the terms and conditions of this Agreement, AGENCY hereby engages AGENT to solicit applications for the Medicare Plans, and to sell, market and promote the Medicare Plans. AGENT hereby accepts such engagement.

1.2 Marketing and Other Obligations of AGENT.

(a) Maintain Licensure. AGENT shall ensure that he/she is duly licensed in accordance with applicable laws and regulations, and otherwise satisfies all applicable requirements of CMS and CIGNA for the marketing, promotion and sale of the Medicare Plans. At its option, CIGNA may conduct an investigation relating to its Agents' backgrounds and qualifications. In the event that any Agent shall be convicted of a felony involving dishonesty or a breach of trust after the Effective Date of this Agreement, AGENT shall immediately no-

tify CIGNA, and cease selling, soliciting or marketing CIGNA's Medicare Plans. AGENT shall be responsible for the payment of all necessary state insurance license fees and renewals thereof. Except as otherwise specifically provided herein, AGENT acknowledges and agrees that CIGNA shall not be financially responsible for any amounts incurred by AGENT in performing the services contemplated by this Agreement.

(b) Territory. During the term of this Agreement, AGENT may sell, solicit and market CIGNA's Medicare Plans only in territories in which all of the following are true: (i) AGENT's upline hierarchy and AGENT are duly licensed under applicable law to perform such activities, and (ii) CIGNA is licensed under applicable law and authorized by CMS to issue the Medicare Plans. No territory is assigned exclusively to AGENT, and CIGNA may authorize other agents and producers of CIGNA to solicit sales of, sell and market CIGNA's Medicare Plans in any and all territories. At any time in its sole discretion, CIGNA may (i) discontinue conducting all or any part of its Medicare business within any, or any part of, a territory regardless of whether CIGNA remains licensed and authorized to continue conducting its Medicare business therein, or (ii) request AGENT to cease selling, soliciting and marketing the Medicare Plan in a particular state or states whereupon AGENT shall cease such activity in the particular state or states within fifteen (15) days' of its receipt of such request.

(c) Comply with Laws, Regulations and Guidelines.

AGENT acknowledges that pursuant to 42 CFR 422.504(i)(3)(ii) and 423.505(i)(3)(ii), CIGNA may only delegate the responsibilities described herein to AGENT in a manner consistent with the requirements of 42 CFR 422.504(i)(4) and 423.505(i)(4). AGENT shall comply with all laws, regulations and CMS instructions applicable to the marketing, promotion, and sale of the Medicare Plans, including, without limitation all marketing guidelines issued by CMS to ensure that Medicare beneficiaries receive truthful and accurate information, and that all services or other activities performed by AGENT shall be performed in a manner consistent with, and shall comply with, CIGNA's contractual obligations to CMS. AGENT shall comply with applicable federal laws and regulations, including, without limitation, 42 CFR Parts 422 and 423, the federal anti-kickback law (42 U.S.C. § 1320a-7b(b) and regulations related thereto, as may be amended) the federal mail and wire fraud statute (18 U.S.C. § 1341, as amended) and federal prohibitions to beneficiaries (42 U.S.C. § 1320a-7a(a)(5), as amended) and all applicable Medicare marketing guidelines issued by CMS. AGENT represents that he/she, to the best of his/her knowledge, is not currently the subject of any disciplinary proceeding by any federal or state governmental authority which could re-

sult in a decision or judgment adverse to AGENT such that AGENT'S ability to perform its obligations be affected materially. AGENT agrees that in accordance with 42 CFR § 422.504(i)(5), if the Agreement delegates the selection of providers, CIGNA retains the right to approve, suspend, or terminate such arrangement. The parties acknowledge that the Agreement does not delegate to AGENT the selection of providers. AGENT agrees that in accordance with 42 CFR 422.504(i)(3)(ii) and 42 CFR 422.504(i)(4)(iv)(A) and (B), the credentials of medical professionals affiliated with the AGENT will be either reviewed by CIGNA, or the credentialing process will be reviewed and approved by CIGNA and CIGNA must audit the credentialing process on an ongoing basis. The parties hereby acknowledge that the Agreement does not delegate to AGENT the credentialing of providers.

(d) Medicare Plan Enrollment Applications. AGENT shall collect all information necessary for CIGNA to process enrollments. Such information shall be transmitted to CIGNA in a manner set forth by CIGNA within 48 hours of receipt from beneficiaries. AGENT shall comply with any and all standards and requirements that may be established by CIGNA and all applicable laws and regulations in connection with enrollment in Medicare Plans, including all enrollee disclosure requirements, including the requirement that, prior to or at the time of an individual's enrollment, the Agent will disclose in writing to the individual that the Agent is indirectly contracted with CIGNA, and the Agent's compensation is based on the individual enrollment in the Medicare Plan.

(e) Prohibited Acts. Except as otherwise approved by CIGNA in writing, AGENT shall not:

- (1) accept any risks on behalf of CIGNA;
- (2) make any promise or agreement on behalf of CIGNA;
- (3) bind or commit CIGNA in any way;
- (4) incur any expense, indebtedness or liability in the name of CIGNA;
- (5) make, alter, waive or discharge any of the terms, rates, proposals, limitations or conditions of any application or CIGNA insurance contract issued, or to be issued, by CIGNA;
- (6) receive any monies due or to become due to CIGNA;
- (7) waive any forfeiture or extend the time for making payment of any premiums;
- (8) adjust or settle any claims;
- (9) enter into any proceeding in a court of law or before a regulatory agency in the name of or on behalf of CIGNA, including acceptance of legal process on behalf of CIGNA, but where AGENT is named in a proceeding with CIGNA, AGENT must retain his/her own counsel; or
- (10) in accordance with 42 CFR § 422.504(g)(1)(i) and 42 CFR § 422.504(i)(3)(i), AGENT shall not hold the MA Plan Members liable for payment of fees that are the legal obligation of CIGNA.

(f) Persons Excluded or Debarred. AGENT hereby represents and warrants that AGENT does not appear on either the HHS OIG exclusions or GSA debarment lists.

(g) Conflicts of Interest. AGENT hereby represents and warrants that AGENT is free of any conflict of interest in the sale of the Medicare Plans.

(h) Compliance Program. AGENT shall comply with all applicable CIGNA, CMS and applicable federal and state statutory and regulatory requirements and guidance addressing compliance, fraud, waste and abuse. AGENT shall cooperate with any CIGNA, CMS, Medicare Integrity Contractor ("MEDIC"), or law enforcement investigation relating to matters within the scope of AGENT's responsibilities under this Agreement.

1.3 Business Associate Agreement. AGENT agrees to comply with all State and Federal confidentiality and security requirements, including the requirements established by CIGNA and the Medicare Advantage (42 C.F.R. § 422.118) and PDP (42 C.F.R. § 423.136) programs. AGENT agrees that it shall comply with the Business Associate Agreement which is included herein as Section 7.13.

1.4 Monitoring and Oversight. AGENT acknowledges and agrees that CIGNA oversees and is accountable to CMS for any functions or responsibilities imposed by CMS, and that CIGNA maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of CIGNA contract(s) with CMS. Accordingly, CIGNA and AGENCY shall have the right to monitor the activities of AGENT in connection with the marketing of the Medicare Plans to ensure adherence to this Agreement, CIGNA's obligations under CIGNA's contract with CMS for the sponsorship of Medicare Plans, CMS marketing guidelines for Medicare Plans, and all Federal laws, regulations, and CMS instructions applicable to this Agreement and the marketing of Medicare Plans. AGENT shall cooperate with CIGNA and AGENCY to facilitate such monitoring. Such monitoring may include, for example, periodic review by CIGNA of AGENT marketing methods and communications or riding along with AGENT to observe marketing and sales presentations.

1.5 Inspection and Audit. CIGNA, AGENCY, the United States Department of Health and Human Services ("HHS"), the Comptroller General of the General Accounting Office ("Comptroller General"), or their designees have the right to inspect, evaluate and audit any pertinent contracts, books, documents, papers and records of AGENT involving transactions related to CMS' contract with CIGNA. Such right to inspect, evaluate and audit pertinent information for any particular period of the applicable contract between CIGNA and CMS shall exist through ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later. AGENT shall cooperate with CIGNA, AGENCY, HHS, the Comptroller General, or their designees, and shall allow them access to AGENT's workplace as requested.

ARTICLE 2: OBLIGATIONS OF CIGNA

2.1 Comply with Laws and Regulations. CIGNA shall, and CIGNA shall use best efforts to ensure that its employees, agents and Affiliates shall, comply with all laws and regulations applicable to its Medicare business, including, but not limited to, all Medicare Laws and Regulations.

2.2 Licenses and Approvals. Subject to Section 2.3 below, CIGNA shall maintain all insurance licenses and other regulatory approvals, if any, which are necessary for CIGNA to offer

the Medicare Plans, including, but not limited to, any approvals required by CMS.

2.3 Operations of the Medicare Plans; Discontinuation or Modification of the Medicare Plans. CIGNA shall be responsible for, and AGENT shall have no responsibility for or control of, the operations and administration of the Medicare Plans. Without limiting the generality of the foregoing, as between CIGNA and AGENT, CIGNA shall have sole responsibility for (i) receiving enrollment applications from AGENT; (ii) performing membership accounting activities with CMS; (iii) processing claims and issuing payment pursuant to Medicare Plan specifications; (iv) performing clinical management activities relating to the operation of the Medicare Plans; and (v) performing customer service functions subsequent to CIGNA's receipt of the completed enrollment application from the prospective Medicare Plan Member. CIGNA may contract with third party vendors to perform certain operations of the Medicare Plans. CIGNA may discontinue, withdraw, rewrite, replace or convert any Medicare Plan now or hereafter made available for sale without incurring any liability to AGENT.

2.4 Marketing Materials. CIGNA shall furnish AGENT with reasonable quantities of marketing materials with respect to the Medicare Plans. CIGNA shall be responsible for obtaining all necessary approvals for such marketing materials from CMS prior to providing such marketing materials to AGENT. If AGENT prepares marketing materials with respect to any Medicare Plan, any and all such marketing materials shall be subject to CIGNA's review and approval and, if required under applicable law, shall also be subject to CMS's review and approval, prior to their use. CIGNA shall communicate its approval or disapproval of AGENT-prepared marketing materials within ten (10) business days of AGENT's submission of such marketing materials to CIGNA; provided, however, that CIGNA shall have additional time to communicate its approval or disapproval commensurate with the time that may be required for CMS to approve or disapprove the marketing materials, if such approval is required by law.

2.5 CMS Reporting. As between CIGNA and AGENT, CIGNA shall be the sole contact with CMS regarding the Medicare Plans and, subject to cooperation from AGENT and CIGNA's subcontractors, shall be responsible for furnishing CMS all data and information required to be reported to CMS relating to the Medicare Plans including their marketing as mandated by applicable laws, regulations and guidelines. AGENT shall provide such cooperation. AGENT shall keep thorough, current and correct books and records and maintain all documents with respect to its services under this Agreement for no less than the period specified in Section 1.5. AGENT specifically acknowledges and agrees to coordinate the timing of all sales presentations with CIGNA in order to allow CIGNA to provide CMS with required notice thereof. AGENT agrees to report sales presentations using the manner and process established by CIGNA.

2.6 Training. CIGNA shall provide training materials for use by AGENT with respect to Medicare generally and the CIGNA Medicare Plans in particular. Such training materials shall cover, among other things: (i) the requirements of applicable Medicare Laws and Regulations relating to the Medicare Plans; (ii) the coverage to be provided to prospective enrollees under the Medicare Plans; and (iii) administrative and operational issues relating to the Medicare Plans. In addition, AGENT agrees to participate in and cooperate with CIGNA's

on-going specific education and training programs for the Medicare Plans. AGENT further agrees not to distribute CIGNA Medicare products prior to successful completion of the then current year's certification program.

2.7 Acceptance of Applications; Enrollment of Prospective Medicare Plan Members. As between CIGNA and AGENT, CIGNA shall be responsible for submitting to CMS those properly completed enrollment applications received from AGENT. However, CIGNA's receipt of any enrollment applications shall not constitute acceptance of the applicable individuals' enrollment in a Medicare Plan. Acceptance of applications and enrollment of prospective Medicare Plan Members may only occur in accordance with applicable Medicare Laws and Regulations and policies and procedures established by CMS.

2.8 Payment. AGENCY shall pay AGENT, either directly or by arranging for CIGNA to compensate AGENT, for all services provided hereunder pursuant to the provisions set forth in Exhibit 2, which is attached hereto and incorporated herein in full by this reference, provided, however, that if, for any reason, premiums are returned to a Medicare Plan Member or if a Medicare Plan is canceled, the compensation paid or payable to AGENT hereunder shall be adjusted accordingly and AGENT shall repay, on CIGNA's demand, any compensation paid to AGENT. In accordance with CMS' regulations pertaining to rapid disenrollment, if a Medicare Plan Member disenrolls for reasons other than death within three (3) months of the effective date of enrollment in a Medicare Plan (that is, in months (1) through months three (3) following enrollment), then all compensation paid to AGENT shall be charged back to AGENT.

ARTICLE 3: TERM AND TERMINATION

3.1 Term. The initial term shall commence on the Effective Date and shall continue for an initial term of twelve (12) months (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive terms of one (1) year each (each one year term, a "Renewal Term") on each anniversary date unless either (i) AGENT provides AGENCY with a notice of nonrenewal at least thirty (30) days prior to the expiration of the Initial Term or applicable Renewal Term is scheduled to expire or (ii) AGENCY or CIGNA provides AGENT with a notice of nonrenewal at least thirty (30) days prior to the expiration of the Initial Term or applicable Renewal Term. The Term of this Agreement may be terminated as provided in this Article 3 or as elsewhere expressly provided in this Agreement. As used in this Agreement, "Term" shall refer to the Initial Term and to any Renewal Term.

3.2 Termination of Agreement by Either Party.

(a) For Cause. In the event that either party fails or is unable to perform its obligations, duties, or responsibilities under this Agreement or otherwise materially breaches any term of this Agreement (a "Default"), the non-Defaulting party may terminate this Agreement by providing fifteen (15) days advance written notice of termination of this Agreement. The Defaulting party shall have ten (10) days to cure the Default to the satisfaction of the non-Defaulting party. If the Default is cured to the satisfaction of the non-Defaulting party within said ten (10) days, this Agreement shall not terminate at the end of the fifteen (15) day notice period. If the Defaulting party fails to cure the Default to the satisfaction of the non-

Defaulting party within said ten (10) days, this Agreement shall terminate at the end of the fifteen (15) day notice period at the option of the non-Defaulting party. If this Agreement is terminated for cause under this Section 3.2(a) by CIGNA or AGENCY, then all of AGENT's rights to any compensation, including but not limited to all commissions, otherwise due as of the date of termination and thereafter shall be immediately terminated and forfeited.

(b) Adverse Legal Determination. Subject to the provisions of Section 7.5 and the Parties' obligations thereunder, either party (or CIGNA) may terminate this Agreement upon the giving of written notice to the other party following a judgment of a governmental authority or court or change in any laws and regulations (including a material change in the interpretation or enforcement of existing laws and regulations) that would make the performance of this Agreement or the offering of the Medicare Plans unlawful or illegal for the party electing to terminate. However, the electing party must furnish such notice of termination within one hundred twenty (120) days after the effective date of such judgment or change.

(c) Termination at the Discretion of CMS. CIGNA or AGENCY may at any time, upon written notice to AGENT, terminate this Agreement, in whole or in part, in the event that CMS determines that AGENT has not performed his or her obligations hereunder satisfactorily.

3.3 Obligations Following Expiration or Termination of Agreement. The expiration or termination of this Agreement, for any reason whatsoever, shall not affect the obligations required to be performed by the Parties prior to the effective date thereof. Furthermore, the termination of this Agreement shall not affect the continued enforceability of the provisions hereof which survive this Agreement's termination and any other provisions necessary to interpret or construe such provisions. The provisions of this Section 3.3 shall survive the expiration or termination of this Agreement.

ARTICLE 4: PROTECTION OF AGENT INFORMATION

4.1 AGENT Insured Information. The names, addresses, telephone numbers, and other contact information for AGENT customers as well as all data records, profiles, and lists of or pertaining to such customers in AGENT'S possession as of the Effective Date of this Agreement and received by AGENT in the ordinary course of its business outside of its services under this Agreement, including any such information that AGENT or its Agents may furnish to CIGNA, shall be confidential and proprietary to AGENT. CIGNA shall maintain the confidentiality and privacy of any such information furnished to CIGNA by AGENT. During the Term of this Agreement, each party may use such information in connection with the operation of the Medicare Plans.

ARTICLE 5: PROTECTION OF INTELLECTUAL PROPERTY

5.1 Intellectual Property Ownership and Licenses.

(a) During the term of this Agreement, AGENT may, subject to prior written approval from CIGNA as described in subsection (c), below, reproduce and use the marks "CIGNA and Tree Device", Registered U.S. Service Mark #1,926,164, "CIGNA HealthCare" and any other trademarks, logos and/or

service owned by CIGNA (collectively, the "CIGNA Marks") in connection with the Medicare Plans. CIGNA may, subject to prior written approval from AGENT as described in subsection (d), below, reproduce and use specified service marks and trademarks, logos and/or service marks owned by AGENT (collectively, the "AGENT Marks") in connection with the Medicare Plans.

(b) AGENT and CIGNA acknowledge and agree that their respective reproduction and use, if any, of the CIGNA Marks and the AGENT Marks, respectively, is under the sole control and supervision of CIGNA and AGENT. The reproduction and use of the CIGNA Marks and the AGENT Marks, respectively, and all goodwill established thereby and/or associated therewith, shall inure exclusively to the benefit of CIGNA and AGENT, respectively. Neither AGENT nor CIGNA acquires goodwill or other legal rights or interests in the CIGNA Marks or the AGENT Marks, respectively, other than the right to use the CIGNA Marks and the AGENT Marks, respectively, in connection with its activities under this Agreement.

(c) AGENT shall seek prior written approval of all of its proposed uses of the CIGNA Marks by, at its sole cost, submitting to CIGNA, samples of all proposed materials depicting the form of intended use of the CIGNA Marks and any words, photographs, designs or other elements intended to appear in association with the CIGNA Marks. CIGNA shall have the right to approve or disapprove any proposed use in its sole discretion, and any failure by CIGNA to respond to a request shall be deemed a denial of such request. AGENT shall use the CIGNA Marks solely in accordance with the approvals granted by CIGNA pursuant to this Agreement.

(d) CIGNA shall seek prior written approval of all of its proposed uses of the AGENT Marks by, at its sole cost, submitting to AGENT, samples of all proposed materials depicting the form of intended use of the AGENT Marks and any words, photographs, designs or other elements intended to appear in association with the AGENT Marks. AGENT shall have the right to approve or disapprove any proposed use in its sole discretion, and any failure by AGENT to respond to a request shall be deemed a denial of such request. CIGNA shall use the AGENT Marks solely in accordance with the approvals granted by AGENT pursuant to this Agreement.

(e) All rights in the CIGNA Marks not expressly granted by CIGNA to AGENT under this Agreement, and all rights in the AGENT Marks not expressly granted by AGENT under this Agreement, are reserved by CIGNA and AGENT, respectively. AGENT is expressly prohibited from challenging or contesting in any way the validity of the CIGNA Marks, their registration with the U.S. Patent and Trademark Office or their ownership by CIGNA. CIGNA is expressly prohibited from challenging or contesting in any way the validity of the AGENT Marks, their registration with the U.S. Patent and Trademark Office or their ownership by AGENT.

(f) AGENT shall make clear at all times and in all venues (e.g., telephonic, website, written correspondence) that it is not CIGNA. CIGNA shall make clear at all times and in all venues (e.g. telephonic, website, written correspondence) that it is not AGENT.

5.2 Use of Proprietary Information

(a) Notwithstanding anything to the contrary in this Agreement, AGENT reserves all right, title and interest in and to, and all control of the use of AGENT'S copyrights, patents, service marks, trademarks, designs, logos, brand names, Internet "URL" addresses, World Wide Web sites and all right, title and interest in and to any trade names, fictitious business names, and all other intellectual property rights (collectively "AGENT Intellectual Property") including all right, title and interest, including any license rights it has, in and to the name of AGENT, and any derivation thereof and including AGENT'S New Intellectual Property (as defined below). CIGNA and AGENCY shall not, and shall ensure that their respective Affiliates do not, use any of the AGENT Intellectual Property in materials supplied to prospective enrollees without AGENT's express and specific prior written consent. To the extent applicable, CIGNA and AGENCY hereby assigns, transfers and conveys irrevocably and perpetually to AGENT all of its worldwide right, title and interest in and to any and all AGENT Intellectual Property. "AGENT New Intellectual Property" means all developed materials and other intellectual property that (a) are conceived, created or developed in connection with or in the course of performance under this Agreement and are modifications, enhancements, adaptations or derivative works of or derived from or based on AGENT Intellectual Property or (b) are conceived, created or developed to address, execute or embody a AGENT-specific product, service, or business process, including any modifications, enhancements, adaptations and/or derivative works of or based on any of the foregoing, in all cases, regardless of who conceives, creates, develops or makes any of the foregoing.

(b) Notwithstanding anything to the contrary in this Agreement, CIGNA and AGENCY reserve all right, title and interest in and to, and all control of the use of their respective copyrights, patents, service marks, trademarks, designs, logos, brand names, Internet "URL" addresses, World Wide Web sites and all right, title and interest in and to any trade names, fictitious business names, and all other intellectual property rights (collectively "CIGNA Intellectual Property" and "AGENCY Intellectual Property") including all right, title and interest, including any license rights it has, in and to the name of CIGNA and AGENCY, and any derivation thereof and including CIGNA's and AGENCY's, respectively, New Intellectual Property (as defined below). AGENT shall not, and shall ensure that AGENT'S Affiliates do not, use any of the CIGNA or AGENCY Intellectual Property in materials supplied to prospective enrollees without CIGNA's or AGENCY's express and specific prior written consent. To the extent applicable, AGENT hereby assigns, transfers and conveys irrevocably and perpetually to CIGNA and AGENCY all of its worldwide right, title and interest in and to any and all CIGNA Intellectual Property and AGENCY Intellectual Property respectively. Each of the terms "CIGNA New Intellectual Property" and "AGENCY Intellectual Property," respectively, means all developed materials and other intellectual property that (a) are conceived, created or developed in connection with or in the course of performance under this Agreement and are modifications, enhancements, adaptations or derivative works of or derived from or based on CIGNA Intellectual Property or AGENCY Intellectual Property, as the case may be, or (b) are conceived, created or developed to address, execute or embody a CIGNA-specific or an AGENCY-specific, as the case may be, product, service, or business

process, including any modifications, enhancements, adaptations and/or derivative works of or based on any of the foregoing, in all cases, regardless of who conceives, creates, develops or makes any of the foregoing.

ARTICLE 6: LIABILITY; INDEMNIFICATION, AND INSURANCE

6.1 AGENCY's Indemnification Obligations. AGENCY hereby agrees to defend, indemnify, and hold harmless AGENT, its affiliates, and permitted assigns (collectively, the "AGENT Indemnitees") from and against any claims made by a Third Party against a AGENT Indemnitee arising or resulting from, or attributable to, any of the following: (i) AGENCY's breach of this Agreement; (ii) the violation by AGENCY of any laws and regulations applicable to AGENCY or the marketing (by Persons other than AGENT), offering, underwriting, or operation of the Medicare Plans; (iii) the sales and marketing (other than the Application Fees and Renewal Fees earned by AGENT under this Agreement), general, administrative, and medical and prescription drug costs associated with the underwriting, offering, or operation of the Medicare Plans; or (iv) the infringement, misappropriation, or violation of the Intellectual Property, contract rights, or other legally-recognized rights of any Person in respect of any AGENT Marks or marketing materials prepared, developed, or furnished by AGENT to AGENCY; provided, however, that the foregoing indemnification obligations shall exclude any claims which result from, arise out of, or are related to, directly or indirectly, (a) the breach by AGENT of its obligations under this Agreement or failure of any Agent to perform those obligations required under this Agreement or (b) any other actions or omissions of any AGENT Indemnitee or of an Agent. AGENCY agrees to promptly pay and fully satisfy any and all losses, judgments, and Expenses incurred or sustained by any AGENCY Indemnitee as a result of any Third Party claims which are the subject of indemnification under this Section 6.1.

6.2 AGENT's Indemnification Obligations. AGENT hereby agrees to defend, indemnify, and hold harmless CIGNA, and AGENCY, and each of its Affiliates, and their directors, officers, employees, representatives, agents, independent contractors, successors, successors-in-interest, and permitted assigns (collectively, the "CIGNA Indemnitees" and "AGENCY Indemnitees") from and against any claims made by a Third Party against a CIGNA or AGENCY Indemnitee arising or resulting from, or attributable to, any of the following: (i) AGENT's or an Agent's breach of this Agreement; (ii) the violation by AGENT of any laws and regulations applicable to AGENT or AGENT's business, including with respect to the marketing, offering, underwriting, or operation of the CIGNA Medicare Plans; (iii) AGENT'S marketing and promotion of the Medicare Plans; (iv) the timely and accurate payment of commissions, fees, or other compensation to Agents, including payments to the Agents for sales of or enrollments in the Medicare Plans; and (v) the infringement, misappropriation, or violation of the Intellectual Property, contract rights, or other legally-recognized rights of any Person in respect of any CIGNA or AGENCY Marks furnished by CIGNA or AGENCY to AGENT for use under this Agreement, exclusive of any claims relating to any AGENT Mark that is owned or used by AGENT; provided, however, that the foregoing indemnification obligations shall exclude any claims which result from, arise out of, or are related to, directly or indirectly, (a) the breach by CIGNA or AGENCY of its obligations under this Agreement or (b) any other actions or omissions of any CIGNA or AGENCY Indemnitee. AGENT agrees to promptly pay and fully satisfy any and

all losses, judgments, and Expenses incurred or sustained by any CIGNA or AGENCY Indemnitee as a result of any Third Party claims which are the subject of indemnification under this Section 6.2.

6.3 Insurance. AGENT shall procure and maintain at its sole expense the following insurance coverages in amounts acceptable to CIGNA: general liability, and errors and omissions.

ARTICLE 7: GENERAL PROVISIONS

7.1 Assignment. Neither party shall assign or transfer any rights or delegate any duties or obligations of such party under this Agreement to any Third Party without obtaining the advance written consent of the other party.

7.2 Entire Agreement. This Agreement, including all exhibits, schedules, and attachments hereto, shall constitute the final and entire integrated expression of all of the understandings and agreements between the Parties with respect to the subject matter hereof. This Agreement (together with its exhibits, schedules, and attachments) supersedes all prior or contemporaneous, written or oral, memoranda, arrangements, contracts, or understandings between the Parties relating to the subjects addressed therein. Any representations, promises, warranties, or statements made by any Person which differ in any way from the terms of this Agreement shall be given no force or effect.

7.3 Amendments; Waivers. Except as otherwise expressly provided in this Agreement, changes or modifications to this Agreement may not be made orally, but shall only be made by a dated, written instrument executed by AGENCY and AGENT. Any terms or conditions varying from this Agreement shall not be binding upon the Parties unless specifically accepted in writing by the party against whom enforcement is sought. Unless otherwise expressly provided in this Agreement, a delay or omission by either party to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. No waiver of any breach of any provision of this Agreement shall be effective unless evidenced by a dated written instrument executed by the party against whom enforcement is sought. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision hereof or thereof. Notwithstanding the foregoing, AGENT and AGENCY agree that this Agreement shall be automatically amended as necessary to conform to applicable law, regulation and CMS instructions, and to include any additional terms and conditions as CMS may find necessary and appropriate in order to implement the requirements of 42 CFR Parts 422 and 423.

7.4 Notices. Any and all notices, requests, consents, demands, or other communications required or permitted to be given by a Party under this Agreement shall be in writing and shall be deemed to have been duly given to the other Party (i) when delivered, if sent by U.S. registered or certified mail (return receipt requested), (ii) when delivered, if delivered personally by commercial courier, (iii) on the second following business day, if sent by United States Express Mail, Federal Express or other commercial overnight courier, or (iv) upon the date reflected on a facsimile confirmation from the transmitting facsimile machine, if sent by facsimile transmission and delivery of the facsimile transmission is subsequently confirmed telephonically and sent by U.S. mail within one (1) business day.

7.5 Severability. In the event that any provision in this Agreement shall be found by a governmental authority, court, or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be construed and enforced as if it had been narrowly drawn so as not to be invalid, illegal, or unenforceable, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. However, if, in such case, the remaining unaffected provisions of this Agreement are inadequate to permit each party to realize the material benefits for which such party has bargained hereunder, then, before this Agreement may be terminated pursuant to Section 3.2.(b), the Parties shall, in good faith, attempt to negotiate (for a period of no less than thirty (30) days) mutually acceptable substitute provisions which are valid, legal, and enforceable and which most nearly provide for the realization of the material benefits sought to be accomplished by the provision or provisions held to have been illegal, invalid, or unenforceable.

7.6 Incorporation of Legal Provisions. Any provisions now or hereafter required to be included in this Agreement by applicable laws and regulations or by the Department of Health and Human Services ("HHS"), CMS or any other governmental authority of competent jurisdiction (over the subject matter hereof; over CIGNA or its operations) shall be binding upon and enforceable against the Parties hereto and shall be deemed incorporated herein, irrespective of whether or not such provisions are expressly provided for in this Agreement.

7.7 Independent Contractors. AGENT and AGENCY are independent contractors with respect to each other and nothing contained in this Agreement shall be construed to create an employer and employee relationship between AGENCY and AGENT or between CIGNA and any Agent or give AGENT any authority other than as expressly granted herein.

7.8 Governing Law. This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of Connecticut without regard to its conflicts of laws provisions and, if and when applicable, the laws of the United States.

7.9 Construction of this Agreement. The Parties agree that:

(a) Construction of Terms. The term "or" shall not be exclusive. The terms "herein," "hereof," "hereto," "hereunder" and other terms similar to such terms shall refer to this Agreement as a whole and not merely to the specific article, section, paragraph, clause, or Exhibit where such terms may appear. In all instances, the term "including" shall mean "including, but not limited to."

(b) Use of Defined Terms. Any defined term used in this Agreement in the plural shall refer to all members of the relevant class and any defined term used in the singular shall refer to any one or more of the members of the relevant class.

(c) Gender. The use of the neuter gender in referring to any Person in this Agreement also shall apply to that individual or entity if such is masculine or feminine. Hence, the use of the words "it" or "its" also shall include the use of the words "him" or "his" or "her" or "hers," as the case may be, when the context so requires.

(d) Day or Days. Use of the terms "day" or "days" in this Agreement shall mean and refer to calendar days unless either term is expressly modified by a reference to "business" day(s).

(e) Articles, Sections, Exhibits, and Schedules. References in this Agreement to articles, sections, exhibits, and schedules are to articles, sections, exhibits, and schedules of and to this Agreement. All exhibits and schedules to this Agreement, either as originally existing or as the same from time to time may be supplemented, modified, or amended, are hereby incorporated in full into this Agreement by this reference. Headings in this Agreement are for convenience only, and not an aid to the interpretation of this Agreement.

7.10 Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any Person who is not a party to this Agreement, except (a) that Connecticut General Life Insurance Company is a third party beneficiary entitled to all of AGENCY's benefits and to enforce all of AGENCY's rights under this Agreement, and (b) as otherwise may be required by applicable laws and regulations.

7.11 Execution. This Agreement may be executed in two or more counterparts and, as so executed, shall constitute one and the same agreement binding on both Parties. In addition, for purposes of executing this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine shall be treated as an original document. The signature of any party thereon, for purposes hereof, shall be considered as an original signature, and the document transmitted shall be considered to have the same binding effect as an original signature on an original document. At the request of either party, any facsimile document shall be re-executed in original form by the party who executed the facsimile document. No party may raise the use of a facsimile machine or telecopier machine as a defense to the enforcement of this Agreement.

7.12 AGENT to Directly Contract with CIGNA at CIGNA's Option upon Termination of CIGNA/AGENCY Agreement.

In the event that the direct or indirect agreement between CIGNA and AGENCY terminates, then at CIGNA's option and upon its notice to AGENT, this Agreement shall be deemed to be a direct binding agreement between AGENT and CIGNA under which AGENT shall perform the services and obligations hereunder for CIGNA instead of for AGENCY and shall receive the compensation as set forth hereunder from CIGNA.

7.13 Business Associate Obligations of AGENT

(a) Use and Disclosure of Protected Health Information.

AGENT may use and disclose Protected Health Information only to carry out the obligations of AGENT set forth in this Agreement, or as required by law subject to the provisions set forth in this Agreement. AGENT shall neither use nor disclose Protected Health Information for the purpose of creating de-identified information that will be used for any purpose other than to carry out the obligations of AGENT set forth in this Agreement, or as required by law.

(b) Safeguards Against Misuse of Information. AGENT agrees that it will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information in any manner other than pursuant to the terms and conditions of this Agreement. AGENT shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of CIGNA as required by the Security Standards.

(c) Reporting of Disclosures of Protected Health Information; Reporting of Security Incidents. Upon becoming aware of a use or disclosure of Protected Health Information in violation of this Agreement or upon becoming aware of any Security Incident, AGENT shall promptly report such use or disclosure or Security Incident to CIGNA and AGENCY.

(d) Agreements with Third Parties. AGENT shall ensure that any agent or subcontractor of AGENT to whom AGENT provides Protected Health Information that is received from CIGNA or AGENCY, or created or received by AGENT on behalf of CIGNA or AGENCY, agrees to be bound by the same restrictions and conditions that apply to AGENT pursuant to this Agreement with respect to such Protected Health Information. AGENT warrants and represents that in the event of a disclosure of Protected Health Information to any third party, AGENT will make reasonable efforts to limit the information disclosed to the minimum that is necessary to accomplish the intended purpose of the disclosure. AGENT shall ensure that any agent or subcontractor of AGENT to whom AGENT provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such information.

(e) Access to Information. In the event AGENT maintains Protected Health Information in a Designated Record Set, AGENT shall, within five (5) business days of receipt of a request from CIGNA or AGENCY, respectively, provide to CIGNA Protected Health Information in AGENT's possession that is required for CIGNA or AGENCY, respectively, to respond to an individual's request for access to Protected Health Information made pursuant to 45 C.F.R. § 164.524 or other applicable law. In the event any individual requests access to Protected Health Information directly from AGENT, whether or not AGENT is in possession of Protected Health Information, AGENT may not approve or deny access to the Protected Health Information requested. Rather, AGENT shall, within two (2) business days, forward such request to CIGNA.

(f) Availability of Protected Health Information for Amendment. In the event AGENT maintains Protected Health Information in a Designated Record Set, AGENT shall, within five (5) business days of receipt of a request from CIGNA or AGENCY, respectively, provide to CIGNA or AGENCY, respectively, Protected Health Information in

AGENT's possession that is required for CIGNA or AGENCY, respectively, to respond to an individual's request to amend Protected Health Information made pursuant to 45 C.F.R. § 164.526 or other applicable law. If the request is approved, AGENT shall incorporate any such amendments to the Protected Health Information as required by 45 C.F.R. §164.526 or other applicable law. In the event that the request for the amendment of Protected Health Information is made directly to the AGENT, whether or not AGENT is in possession of Protected Health Information, AGENT may not approve or deny the requested amendment. Rather, AGENT shall, within two (2) business days forward such request to CIGNA.

(g) Accounting of Disclosures. AGENT shall, within ten (10) business days of receipt of a request from CIGNA (or AGENCY), provide to CIGNA (or AGENCY) such information as is in AGENT's possession and is required for CIGNA (or AGENCY) to respond to a request for an accounting made in accordance with 45 C.F.R. § 164.528 or other applicable law. In the event the request for an accounting is delivered directly to AGENT, AGENT shall, within ten (10) business days, forward such request to CIGNA and any such information as is in AGENT's possession and is required for CIGNA to respond to a request for an accounting made in accordance with 45 C.F.R. § 164.528 or other applicable law. It shall be CIGNA's responsibility to prepare and deliver any such accounting requested.

(h) Availability of Books and Records. AGENT hereby agrees to make its applicable internal practices, books and records available to the Secretary for purposes of determining the parties' compliance with the Privacy Standards and the Security Standards. The practices, books and records subject to this Section shall include those practices, books and records that relate to the use and disclosure of Protected Health Information that is created by AGENT on behalf of CIGNA or AGENCY, received by AGENT from CIGNA or AGENCY, or received by AGENT from a third party on behalf of CIGNA.

(i) Return of Records. Upon the termination of this Agreement, AGENT shall, if feasible, return or destroy all Protected Health Information received from, created or received on behalf of CIGNA that AGENT maintains in any form under this Agreement, and shall not retain any copies of such Protected Health Information, or if such return or destruction is not feasible, extend the protections in this Agreement to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction of such Protected Health Information infeasible.

(j) Liability. No exculpation or limitation on AGENT's liability set forth in this Agreement shall apply to direct damages suffered by CIGNA or AGENCY as a result of AGENT's breach of this Section on "**Business Associate Obligations of AGENT**".

(k) Effect of this Section. To the extent that this Section on "**Business Associate Obligations of AGENT**" conflicts with any other terms of this Agreement between CIGNA and AGENT relating to the confidentiality of information, the terms of this Section shall take precedence.

IN WITNESS WHEREOF, AGENCY and AGENT have executed this Agreement as of the date first below written.

INSERT FULL LEGAL NAME OF UPSTREAM AGENCY HERE:

INSERT FULL LEGAL NAME OF AGENT HERE:

UPSTREAM AGENCY NAME

AGENT NAME

Sign Here

Sign Here

NAME:

Print Name Legibly

NAME:

Print Name Legibly

ITS:

Position (e.g., "President," etc.)

ITS:

Position (e.g., "Agent," etc.)

DATE:

DATE:

AGENCY:

(Entity Name if applicable)

TIN:

(Federal Tax Identification Number if applicable)

EXHIBITS

- 1: DEFINITIONS
- 2: APPLICATION FEES, RENEWAL FEES, AND BONUSES
- 3: AGENT'S CONTRACT INFORMATION SHEET
4. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION
- 5: AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT

EXHIBIT 1 DEFINITIONS

The capitalized terms used in this Agreement shall have the meanings set forth in this Exhibit 1 unless defined elsewhere herein.

Affiliate shall mean and refer to a Person 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 CIGNA or AGENT, as applicable.

Agents shall mean and refer to those Persons who or which are employed by or independently contracted, directly or indirectly, to market the Medicare Plans pursuant to this Agreement.

CIGNA Marks shall mean and refer to any Marks which bear the name or identification of CIGNA or any Affiliate of CIGNA or any health insurance, health benefit plans, prescription drug plans, or other health care or consumer products, services, programs, or goods offered, sold, underwritten, and/or administered by CIGNA.

CMS Contract shall mean and refer to the contract(s) entered into by CMS with CIGNA pursuant to which CIGNA will be permitted to offer one or more Medicare Plans on a national basis or in one or more geographic regions.

AGENT Marks shall mean and refer to any Marks which bear the name of identification of AGENT or of any health insurance or health benefit plans offered or sold by AGENT.

Designated Record Set shall mean a group of records maintained by or for CIGNA that is (i) the medical records and billing records about individuals maintained by or for CIGNA, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for CIGNA to make decisions about individuals. As used herein, the term **"Record"** means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for CIGNA.

Electronic Media shall mean (1) electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before transmission.

Electronic Protected Health Information shall mean Protected Health Information that is transmitted by or maintained in Electronic Media.

Expenses shall mean and refer to any and all costs, expenses and fees, including costs of settlement, attorneys' fees, accounting fees, and expert costs and fees incurred in connection with claims which are the subject of indemnification or reimbursement under Section 6.1 and 6.2 of this Agreement or losses or judgments arising from such claims.

First Year Payments shall mean and refer to those administrative fees earned by AGENT for providing the services set forth in Section 1.2 of this Agreement for the initial enrollment of enrollees in a Medicare Plan facilitated by AGENT, the amount of which payment is determined in accordance with Exhibit 2.

HIPAA Regulations shall mean and refer to the rules and regulations adopted by HHS pursuant to Health Insurance Portability and Accountability Act of 1999, including without limitation (i) the Standards for Privacy of Individually Identifiable Health Information set forth at 45 CFR Parts 160 and 164 (subparts A and E), (ii) the Security Standards for the Protection of Electronic Protected Health Information, 45 CFR parts 160 and 164 (subparts A and C), (iii) the Standards for Electronic Transactions and Code Sets, 45 CFR parts 160 and 162, and (iv) any amendments, modifications, revisions or replacements or interpretations of the regulations identified in the foregoing clauses (i), (ii), or (iii) by any governmental authority or court.

Individually Identifiable Health Information shall mean information that is a subset of health information, including demographic information collected from an individual, and

- (i) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
- (ii) 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 (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and
- (iii) relates to identifiable non-health information including but not limited to an individual's address, phone number and/or Social Security number.

Intellectual Property Rights or **Intellectual Property** shall mean and refer to any patent, invention, discovery, know-how, moral, technology, software, copyright, authorship, trade secret, trademark, trade dress, service mark, confidentiality, proprietary, privacy, intellectual property or similar rights (including rights in applications, registrations, filings and renewals thereof) which are now or hereafter protected or legally en-

forceable under state or Federal common laws or statutory laws or under laws of foreign jurisdictions.

MA Plan shall mean and refer to a Medicare Advantage plan authorized under the MMA, and having the meaning ascribed to such term at 42 CFR § 422.4.

MA Plan Members shall mean and refer to individuals who are enrolled in the Medicare Plans.

Marks shall mean and refer to any service marks, trademarks, trade names, domain names, URLs, logos, icons, slogans, words or phrases, and advertising (including text, graphic or audiovisual features of icons, banners or frames) which bear the name or identification of the applicable Person or such Person's health plan or other products, services, programs, or goods.

Medicare Laws and Regulations shall mean and include: (i) the MMA; (ii) the Social Security Act, as amended; (iii) Part C of Title XVIII of the Social Security Act and all rules and regulations related to Part C that are from time to time adopted by CMS; (iv) Part D of Title XVIII of the Social Security Act and all rules and regulations related to Part D that are from time to time adopted by CMS; (v) the HCFA Internet Security Policy; (v) 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; and (vi) any and all administrative guidelines (including the Marketing Guidelines), bulletins, manuals, instructions, memoranda, requirements, policies, standards, or directives from time to time adopted or issued by CMS or HHS relating to any of the foregoing, 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.

Medicare Plan shall mean any of the CIGNA Medicare Plans offered by CIGNA under the terms and conditions of this Agreement as listed below.

CIGNA Medicare Access, a Medicare Advantage PFFS Plan offered by CGLIC in GA, IN, ME, NC, NH, NY, PA, SC, TN, TX, VA, VT

CIGNA Medicare Rx, a stand-alone Medicare Prescription Drug Plan offered by CGLIC in all 50 States and the District of Columbia

CIGNA Medicare Access and CIGNA Medicare Access Plus Rx, a Medicare Advantage HMO offered by CIGNA-AZ in select counties in AZ.

PDP shall mean and refer to a prescription drug plan authorized under the MMA, having the meaning ascribed to such term at 42 CFR § 423.4.

PDP Plan shall mean any of the CIGNA PDP Plans offered by AGENT under the terms and conditions of this Agreement. AGENT may elect to include a AGENT Mark on the CIGNA PDP Plan materials, in which case the inclusion of the AGENT Mark shall be subject to the approval of CIGNA and, if required, CMS.

PDP Plan Members shall mean and refer to individuals who are enrolled in the PDP Plans.

Person shall mean and refer to any individual, trustee, corporation, general or limited partnership, limited liability company or partnership, joint venture, joint stock company, bank, firm, governmental authority, trust, association, organization, or unincorporated entity of any kind.

Privacy Standards shall mean the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164.

Protected Health Information shall mean Individually Identifiable Health Information transmitted or maintained in any form or medium that AGENT creates or receives from or on behalf of CIGNA in the course of fulfilling its obligations under this Agreement. "Protected Health Information" shall not include (i) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. §1232g, (ii) records described in 20 U.S.C. §1232g(a)(4)(B)(iv), and (iii) employment records held by CIGNA in its role as employer.

Renewal Payments shall mean and refer to those payments earned by AGENT for the administrative services associated with the renewal of Medicare Plan Members whose initial enrollment was facilitated by AGENT, the amount of which fee is determined in accordance with Exhibit 2.

Secretary shall mean the Secretary of the Department of Health and Human Services.

Security Incident, as defined in 45 C.F.R. §164.304, shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

Security Standards shall mean the Security Standards, 45 C.F.R. Parts 160 and 164, Subpart C.

Third Party shall mean and refer to any Person other than AGENT or CIGNA.

EXHIBIT 2
AGENT-1 (STREET-LEVEL) COMPENSATION
CIGNA MEDICARE ACCESS, CIGNA MEDICARE SELECT, AND CIGNA MEDICARE RX

CIGNA shall pay Commissions to Agent in accordance with the commission level communicated by Agent's upline hierarchy to CIGNA. Agent agrees to the following compensation levels for the sale of CIGNA Medicare Plans. Note that only one (1) Agent type (Levels 5-8) may be involved in a sale of a CIGNA Medicare Plan. Agent agrees that it will indemnify and hold CIGNA harmless for any disputes between AGENT and Agent's upline hierarchy with respect to Commission amounts paid by CIGNA in accordance with upline hierarchy's transmittals to CIGNA.

1. CIGNA Medicare Access & CIGNA Medicare Select Plans with effective dates of January 1, 2010 or later.

a. Amount of Payment.

- i. **To Agent.** CIGNA shall pay to the Agent identified by COMPANY for each sale of a CIGNA Medicare Access or CIGNA Medicare Select Plan the applicable First Year Payment or Renewal Payment (the "Sales Payment") set forth in the payment chart below (the "CIGNA Medicare Advantage Payment Chart"). CIGNA will determine, consistent with Medicare Laws and Regulations, whether Agent will be paid First Year Payment or Renewal Payments. Not more than one Agent shall be compensated with respect to any sale.

Sales Level	Title	First Year Payment		Years 2-6 Renewal Payment	
		Default [†]	CA & PA ^{††}	Default [†]	CA & PA ^{††}
5	Agent-1	\$403.00	\$454.00	\$201.50	\$227.00
[†] Compensation for sales to Medicare beneficiaries that reside in any county in which a CIGNA Medicare Advantage plan is offered except for CA and PA. ^{††} Compensation for sales to Medicare beneficiaries that reside in any county in California and Pennsylvania in which a CIGNA Medicare Access plan is offered.					

- ii. **Replacement Policies.** If CIGNA offers more than one type of CIGNA Medicare Advantage Plan, only Renewal Payments (and not First Year Payments) shall apply to a sale in which one type of CIGNA Medicare Advantage Plan replaces another type for the same Member.

b. Time Frames for Payments.

- i. **Application/First Year Payment.** The First Year Payment will be paid within each semi-monthly payment cycle, which cycle commences immediately following CMS approval of the beneficiary's application and is paid in advance and subject to Section 3, "Adjustments (All Products)," below.
- ii. **Renewals.** CIGNA shall pay Renewal Payment by the fifteenth (15th) day of each then-current month for each CIGNA Medicare Advantage plan member (a) who, as of the month immediately preceding the then-current month, has been enrolled in a Medicare Advantage Plan for at least 12 months and (b) remains enrolled and in-force throughout the month immediately preceding the then-current month and (c) whose initial enrollment was as a result of the marketing services of Agent. CIGNA Medicare Advantage payments are paid monthly at a rate of 1/12th of the full-year rate in the CIGNA Medicare Advantage Payment Chart above.

2. CIGNA Medicare Rx Plans with effective dates of January 1, 2010 or later.

a. Amount of Payment.

- i. **To Agent.** CIGNA shall pay the Agent identified by COMPANY for each sale of a CIGNA Medicare Rx Plan the applicable First Year Payment or Renewal Payment (the "Sales Payment") set forth in the payment chart below (the "CIGNA Medicare Rx Payment Chart"). Not more than one Agent shall be compensated with respect to any sale. CIGNA will determine, consistent with Medicare Laws and Regulations, whether Agent will be paid First Year Payment or Renewal Payments. Not more than one Agent shall be compensated with respect to any sale.

Sales Level	Title	First Year Payment	Years 2-6 Renewal Payment
5	Agent-1	\$53.00	\$26.50

- ii. **Replacement Policies.** If CIGNA offers more than one type of CIGNA Medicare Rx Plan, only Renewal Payments (and not First Year Payments) shall apply to a sale in which one type of CIGNA Medicare Rx Plan replaces another type for the same Member.

b. Time Frames for Payments.

- i. **Application/First Year Payment.** The First Year Payment will be paid within each semi-monthly payment cycle, which cycle commences immediately following CMS approval of the beneficiary's application and is paid in advance and subject to Section 3, "Adjustments (All Products)," below.
- ii. **Renewals.** CIGNA shall pay Renewal Payments by the fifteenth (15th) day of the month, for each CIGNA Medicare Rx plan member (a) who, as of the month immediately preceding the then-current month, has been enrolled in a Medicare Rx Plan for at least 12 months and (b) whose initial enrollment was as a result of the marketing services of Agent. CIGNA Medicare Rx Renewal Payment is paid as a full-year advance, and subject to Section 4, "Adjustments (All Products)," below.

3. Adjustments (All Products).

- a. Should a policy covering a CIGNA Medicare Plan Member lapse, be canceled, rescinded or otherwise terminated for any reason, any unearned portion of a First Year Payment or Renewal Payment that was advanced to Agent shall be charged back. Additionally, should CMS require CIGNA to refund a premium with respect to a CIGNA Medicare Plan Member for any reason, then upon CIGNA so informing Agent, Agent shall immediately refund CIGNA the entire First Year Payment and Renewal Payment CIGNA paid to Agent with respect to the sale of the CIGNA Medicare Plan to such Member.
- b. First Year Payments and Renewal Payments will not be payable if and when CMS ceases to pay CIGNA.
- c. In accordance with CMS regulations pertaining to rapid disenrollment, and notwithstanding anything in the Agreement to the contrary, if a CIGNA Medicare Plan Member disenrolls for reasons other than death within three (3) months of the effective date of enrollment (that is, in months one (1) through months three (3) following enrollment), then all First Year Payments and Renewal Payments paid and any additional compensation paid, credited or advanced on such policy shall be charged back to Agent.
- d. This Exhibit 2 and any payments described hereunder may be modified by CIGNA at its sole discretion upon 10 days written notice to AGENT, except if prohibited by Medicare Laws and Regulations.
- e. This Exhibit 2 will replace any previously distributed compensation exhibits for CIGNA Medicare Advantage Plans and CIGNA Medicare Rx Plans with effective dates of January 1, 2010 or later. Agent will cooperate with CIGNA to adjust payments made by CIGNA under the previous compensation exhibit to comply with CMS requirements and this new Exhibit 2. At CIGNA's sole discretion, CIGNA may offset and deduct any compensation that would otherwise be due and payable to Agent under the previous compensation exhibit to reflect such adjustments under this Exhibit 2 or Agent will make a prompt refund of any monies owed CIGNA.
- f. The terms of this Agreement, except for the payment terms, will apply to services by Agent in support of the enrollment of groups (e.g., Employer/Group Waiver Plans) in the CIGNA Medicare Plans and other CIGNA retiree group plans, if such services are undertaken. Payment terms for such services will be as mutually agreed and executed in writing by CIGNA and Agent.

**EXHIBIT 3
AGENT'S CONTRACT INFORMATION SHEET**

1. Agent Information:

LAST	FIRST	MI
____ - ____ - _____	____ / ____ / _____	
SSN	DOB (MM/DD/YYYY)	
(____) ____ - _____		(____) ____ - _____
PHONE	EXT	FAX
(____) ____ - _____		
MOBILE	E-MAIL ADDRESS	

2. Mailing Address:

STREET ADDRESS 1		
STREET ADDRESS 2		
CITY	STATE	ZIP CODE

3. License Information: (Please attach copies of all licenses)

State	License Number	State	License Number

4. Background Information: (Please explain any "Yes" answers on a separate sheet. Include dates.)

	No	Yes
<ul style="list-style-type: none"> ▪ Have you ever: <ul style="list-style-type: none"> • Been convicted* of a crime, including felony, misdemeanor or military offense? • Been the subject of a penalty, inquiry or action by a regulatory agency? • Filed bankruptcy? • Had a license refused/suspended/revoked or currently restricted or under investigation? 	<input type="checkbox"/>	<input type="checkbox"/>
▪ Do you have any outstanding judgments or liens?	<input type="checkbox"/>	<input type="checkbox"/>
▪ Are you indebted to any insurance company/agency/manager (including debt balance)?	<input type="checkbox"/>	<input type="checkbox"/>
If "Yes", please provide name and relationship		

* Convicted includes a guilty verdict, withdrawn plea, probation, any dismissed charges, suspended sentences or fines. You may exclude traffic citations and juvenile offences.

5. Errors & Omissions Insurance

Do you have Errors & Omissions Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", please provide name of carrier

W-9

EXHIBIT 4
Request for Taxpayer
Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name: _____
(as shown on your income tax return)

Check appropriate box: Individual/
 Sole Proprietor Corporation Partnership Other

Address: _____
(number, street and apt. or suite no.)

City: _____ State: _____ ZIP Code: _____

Part I Taxpayer Identification Number (TIN)

Social Security Number: ____ - ____ - ____ or
 Employer Identification Number: _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (Or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Sign Here	Signature of U.S. Person: _____	Date: _____

EXHIBIT 5

Direct Deposit Authorization Form

Connecticut General Life Insurance Company
 Direct Deposit Unit, C-328
 900 Cottage Grove Rd.
 Hartford, CT 06152-1328
 800.903.7711



Please read the instructions on the following page prior to completing this form.

PRODUCER NAME <i>(Legal Entity)</i>	TAX IDENTIFICATION NUMBER	PRODUCER CODE
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PRODUCER'S BILLING ADDRESS *(Street, City, State, Zip Code)*

CONTACT NAME	BUSINESS TELEPHONE ()
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PLEASE INCLUDE A VOIDED CHECK OR SPECIFICATION SHEET AS REQUESTED IN THE INSTRUCTIONS ON THE FOLLOWING PAGE. YOUR APPLICATION CANNOT BE PROCESSED WITHOUT THIS INFORMATION.

NOTE: A DEPOSIT TICKET IS NOT ACCEPTABLE

Please Check One:

- Cancellation Enrollment Change

BANK ACCOUNT INFORMATION

BANK ACCOUNT NUMBER	BANK ROUTING NUMBER
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BANK ACCOUNT NAME

LISTED NUMBER REFERS TO: *(Please Check One)*

- Business Checking Account Business Savings Account Other (personal account, etc.)

BANK NAME

ADDRESS *(Street, City, State, Zip Code)*

Authorization is hereby granted to Connecticut General Life Insurance Company ("Connecticut General") and its affiliates to credit said account at the financial institution named above for the purpose of making commission payments. Connecticut General and its affiliates are also granted authorization to correct inadvertent duplicate payment information. This authorization is to remain in effect until written notification is given to Connecticut General [at least ten (10) days in advance of any change] on a Direct Deposit Authorization Form.

AUTHORIZED SIGNATURE	PRINTED NAME AND TITLE	DATE
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**DIRECT DEPOSIT AUTHORIZATION FORM
INSTRUCTIONS TO PRODUCER**

1. Use this form for enrollment, cancellation of a service, or a change. If changes are made to a Bank Account (e.g. financial institution or new account number), another application must be filed.
2. To ensure clear, legible copies, please type or print clearly all requested information.
3. **Producer Name:** Please use the full name of the Producer (firm or individual). This name must match the legal entity associated with the TIN (Tax Identification Number). Only one authorization form should be completed for each TIN.
4. **Tax Identification Number:** Please provide the 9-digit number associated with the legal entity form or the Social Security number for an individual payee.
5. **Producer Code:** CIGNA identification number located on the CIGNA producer compensation statement (if available).
6. **Producer's Billing Address:** City, State, and Zip Code.
7. **Contact Name:** Please provide the name of the individual who should be contacted if this form is incomplete or requires additional information.
8. **Telephone Number:** Please provide the telephone number of the Contact Person.
9. **Important Information:** A VOIDED CHECK FOR THE ACCOUNT(S) OR A MICR ENCODED SPECIFICATION SHEET (WHICH CAN BE OBTAINED FROM YOUR BANK) MUST BE INCLUDED WITH THIS AUTHORIZATION FORM. PLEASE NOTE: A DEPOSIT TICKET IS NOT ACCEPTABLE.
10. Funds can be electronically credited to any commercial account if the Financial Institution is a member of an Automated Clearing House (ACH). You can confirm this by contacting your Bank.

11. Bank Account Information:

Bank Account Number – The account number to which Direct Deposits will be made. Note: Only one Bank Account number per TIN.

Bank Transit/Routing Number – The nine-digit number that identifies your Bank—usually found in the lower left corner of your check. Verify with your Bank.

Bank Account Name – Producer, Group, or Business name associated with the Bank Account Number.

Bank Name – Identify the full name of your Financial Institution (e.g. Your Bank, N.A.).

Address – The Street Address, City, State, and Zip Code for your Bank.

12. Please **sign and date** the form.

13. Send the completed form to:

By Mail
CIGNA HealthCare Direct Deposit Unit, C-328 900 Cottage Grove Rd. Hartford, CT 06152-1328

By Fax
860-226-5857

By Email
ProviderDirectDeposit@CIGNA.com