
LICENSING AND CONTRACTING INSTRUCTIONS

- 1) Read the “Market Conduct” booklet and sign and return the “Agent Acknowledgement” (cover).
- 2) Complete and sign the “Appointment Application”.
 - Be sure to indicate how your contract will be executed – in the name of an Individual, a Corporation, or a Partnership.
 - Provide your recent insurance experience in the space provided.
 - Answer all of the Certification/Background questions.
 - Sign and date the application in the space provided.
- 3) Sign two copies of the Contract where indicated. One will be returned to you after your appointment has been approved by the Company. If completing as a Partnership or Corporation, the contracts will need to be signed by the partners or principal stockholders.
- 4) Complete an IRS required W-9 form.
- 5) Complete the Electronic Fund Transfer Authorization and attached a voided check. A deposit slip cannot be accepted. Commissions earned will be deposited directly into your named account.
- 6) Enclose a check payable to “Marquette National Life Insurance Company” for the appropriate state appointment fees (where applicable).
- 7) Enclose a copy of your current state license for all states where appointments are being requested.
- 8) Send all of the above noted items to:

Marquette National Life Insurance Company

Attn: Contracting Department

P.O. Box 13431, Pensacola, FL 32591-3431

(888) 399-3847

THANK YOU FOR CONSIDERING MARQUETTE NATIONAL!
WE WILL EXPEDITE THE PROCESSING OF YOUR CONTRACT.

APPOINTMENT APPLICATION

Marquette National Life Insurance Company

1001 Heathrow Park Lane, Lake Mary, Florida 32746

Applicant Name _____ Social Security / Tax ID# _____

Home Address _____ City _____ State _____ Zip _____

Prior Address _____ City _____ State _____ Zip _____

Date of Birth _____ Home Phone _____

This contract is to be executed as:

- Individual / Sole Proprietor
- Partnership
- Corporation

Appointment to be in the name of: _____

Appointment is requested in the following states: _____

Business Address _____ City _____ State _____ Zip _____

UPS Address _____ City _____ State _____ Zip _____

Bus. Phone _____ Fax Number _____

Email Address _____

INSURANCE EXPERIENCE

Companies you currently represent	Year	Volume	Companies you currently represent	Year	Volume

CERTIFICATION / BACKGROUND INFORMATION

1. Have you ever had your insurance license suspended or revoked? Yes No
2. Is your insurance license currently restricted or under investigation? Yes No
3. Have you ever been refused a surety bond or had a claim paid for you? Yes No
4. Have you ever filed for bankruptcy? Yes No
5. Have you ever been convicted of a felony or misdemeanor, excluding traffic violations? Yes No
6. Are you at present involved in any litigation or administrative proceeding related to the insurance business or are there unsatisfied judgments against you? Yes No
7. Have you ever been listed as debarred, excluded or otherwise ineligible for participation in federal health care programs? Yes No

(Please explain any "yes" answers on a separate sheet, inclusive of dates and attach such to this Application.)

In making this application to represent Marquette National Life Insurance Company, it is understood that investigative reports may be made whereby information is obtained through credit reports, insurance department records and/or criminal records. You have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation. We will use this information to assist in the appointment determination. If we decide not to approve you as a result of the information disclosed or as a result of our investigation, we will inform you in writing in accordance with the Fair Credit Reporting Act (FCRA).

I declare that this application presents, to the best of my knowledge, an accurate statement of facts, and I give my authorization to the Company to conduct an investigation of these facts as it may deem appropriate.

Applicant Signature _____ Date _____

TO BE COMPLETED BY MANAGING GENERAL AGENT

General Agent (print) _____ Signature _____

Agent Number _____ Date _____ Contract Level _____

Home Office Approved by _____ Date _____





AGENT ACKNOWLEDGMENT FORM

I hereby acknowledge receipt and understanding of:

- AGENT LICENSING PROCEDURES
- RULES GOVERNING SALES PRACTICES
- RULES GOVERNING USE OF ADVERTISEMENT OF LIFE, HEALTH AND ANNUITY CONTRACTS
- HIPAA BUSINESS ASSOCIATE CONTRACT PRIVACY ADDENDUM
- INTERCOMPANY REPLACEMENT RULE
- AGENT CODE OF PROFESSIONAL ETHICS

I understand that if anything in the above referenced rules applies to me or my affiliations with the Company, my sub-agents (if any) and I will: (1) follow these rules accordingly; (2) monitor any activity applicable to these rules; and (3) report any infraction to my manager.

Agent Name: (Print) _____

Signature: _____ Date: _____

A copy of this signed acknowledgment becomes a part of the agent's contract file.

LMB - MC/ACK (12/05)

The above acknowledgment form must be returned with Licensing and Contracting paperwork

RETAIN ATTACHED BOOKLET FOR FUTURE REFERENCE

RETURN ONLY THE ACKNOWLEDGMENT

Market Conduct and Advertising Compliance



Contents

Agent Acknowledgment Form

Message from the President

Agent Licensing

Rules Governing the use of Advertisement of
Life, Health, and Annuity Contracts

Rules Governing Sales Practices

Advertising Compliance

Advertising Compliance Guidelines

Advertising Compliance Checklist

Request for Compliance Approval of Advertising Material

HIPAA Business Associate Contract Privacy Addendum

Agent Code of Professional Ethics

The Rules, Guidelines, and Procedures outlined in this Market Conduct and Advertising Compliance Manual apply to any agent who solicits insurance on behalf of the Company.

Message from the President. . .

Market Conduct is a *major* issue in the insurance industry. With that in mind, the American Exchange Life Insurance Company, American Pioneer Life Insurance Company, Constitution Life Insurance Company and Marquette National Life Insurance Company (the Company) have established a Market Conduct Committee, consisting of selected individuals as follows:

- I. An Officer of Market Conduct Compliance as Chairperson
- II. An Officer of Marketing
- III. An Officer of Administration

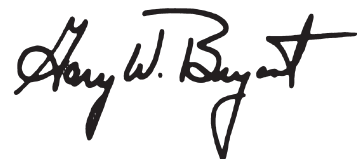
These individuals were chosen based upon their current position and experience with the Company.

As part of the committee's responsibility, company-wide Market Conduct Practices and Procedures were developed. The following procedures are outlined in this booklet:

- A. Agent Licensing Procedures
- B. Rules Governing Sales Practices
- C. Rules Governing the use of Advertisement of Life, Health, and Annuity Contracts
- D. HIPAA Business Associate Contract Privacy Addendum
- E. Agent Code of Professional Ethics

Please review these practices, procedures and rules very carefully because you must adhere to such when representing the Company. If you have any questions after your review, please call our Market Conduct Compliance Department.

We appreciate your business and we want to *always* be here to service you and your policyholders.

A handwritten signature in black ink, reading "Gary W. Bryant". The signature is written in a cursive, flowing style with a large initial "G" and "B".

Agent Licensing Procedures

As a company practice, agent licensing will be exercised using the following procedures:

1. The Company will utilize the Vector One System to ascertain whether or not the agent has a debit balance with another insurance company. If a debit balance is shown, the Company will contact the other company and the agent for further information.
2. The Company will also inquire to the Departments of Insurance as to the current standing of the agent.
3. A credit report will be ordered for all prospective agents.
4. A criminal background check will be performed where required by law.
5. Telephone inspections may be performed at the Company's discretion.

After the above information is received, a determination will be made by an Officer of Marketing on a case by case basis. The Company President may also review some cases if it is deemed necessary.

If adverse information is received, the Company has the right not to contract with this agent.

Rules Governing Use of Advertisement of Life, Health and Annuity Contracts

The Company's policy with respect to the content, form and method of dissemination of all advertisements of its insurance policies is set forth below. We require all of our licensed agents to be familiar with this policy and to be in compliance at all times. Lack of compliance may be grounds for immediate termination. Any advertisements bearing the Company's name or for the purpose of soliciting the Company's products must be submitted and approved by the Company prior to distribution.

- I. Advertisements shall include, but not necessarily be limited to the following, when designed to be used or are actually used to induce the public to purchase, increase, modify, reinstate or retain a policy:
 - A. Printed and published material, audio visual material and descriptive literature used in direct mail, newspapers, magazines, radio scripts, television scripts, billboards and similar displays;
 - B. Descriptive literature and sales aids of all kinds, including but not limited to circulars, leaflets, booklets, depictions, illustrations, and form letters, issued by an agent or general agent for presentation to members of the insurance buying public;
 - C. Prepared and printed sales talks, presentations, and material for use by general agents and agents;
 - D. Material used for the recruitment, training and education of general agents and agents; and
 - E. Website and electronic communications.
- II. Form, content and disclosure requirements of advertisements.
 - A. Advertisements shall be truthful and not misleading in fact or in implication. The form and content of an advertisement of an insurance policy or annuity contract shall be sufficiently complete and clear so that it is neither misleading nor deceptive, nor has the capacity or tendency to mislead or deceive. Statements made should not cloud or misdirect the consideration of the purchase. The use of statistics, illustrations and statements which may be factually correct will not be acceptable if their impact misleads or deceives. The use of technical insurance terminology should be held to a minimum and be appropriate within the context of the advertisements.
 - B. Any information required to be disclosed shall not be minimized, rendered obscure, presented in an ambiguous fashion, or intermingled with the text of advertisement so as to be confusing or misleading.
 - C. Whether an advertisement has the tendency or capacity to mislead or deceive shall be determined based on the overall impression that the advertisement may be reasonably expected to create upon a person not knowledgeable in insurance matters.
 - D. Use of the terms "instant," "savings," "guaranteed cost," "guaranteed renewable," "noncancellable," "deposit," "investment," or words of similar import, or phrases which include such words, may, in the context used, be deemed to be misleading and capable of being deceptive.

(Continued on next page)

Rules Governing Use of Advertisement of Life, Health and Annuity Contracts

(Continued)

- E. The use of the terms “just,” “only,” “merely,” “necessary,” “minimum,” or words of similar import, may, in the context used to describe any limitation or exclusion, be deemed to be misleading and capable of being deceptive.
- F. The words “free,” “no cost,” “without cost,” “no additional cost,” “no extra cost,” “without additional cost,” or words of similar import, may not be used with respect to any benefit or service being made available with the policy. An advertisement may specify that the charge is included in the premium, or use other appropriate language.
- G. An advertisement shall not state or imply in any way which exaggerates any benefit beyond the terms of the policy that ownership of the policy will solve financial problems.
- H. No advertisement shall omit information or use words, phrases, statements, references or illustrations, if such omission or such use has the capacity, tendency, or effect of misleading or deceiving purchasers or prospective purchasers as to the nature or extent of any policy benefit payable, loss covered, premium payable, or state or federal tax consequences.
- I. An advertisement shall not use any combination of words, symbols, or physical materials which by their content, phraseology, shape, color, or other characteristics are so similar to any combination of words, symbols, or physical materials used by agencies of the federal government or of any state, or otherwise appear to be of such a nature that it tends to confuse or mislead prospective insureds into believing that the solicitation is in some manner connected with an agency of the municipal, county, state, or federal government. If such a relationship exists, such advertisement shall not exaggerate or otherwise be misleading with respect to the nature or extent of such a relationship.
- J. An advertisement shall not use logos, names or titles for a policy in a context which might imply that the policy is being sponsored or endorsed by an organization, if such is not the case.
- K. An advertisement shall not use a trade name, any insurance group designation, the name of a parent company of the insurer, the name of a particular division of the insurer, name of the reinsurer, service mark, slogan, symbol, or other device which would have the capacity and tendency to mislead or deceive as to the true identity of the actual insurer, or create the impression that the parent company or reinsurer would have any responsibility for the financial obligation of the actual insurer.
- L. In the event an advertisement uses nonmedical, no medical examination required, or similar terms where issue is not guaranteed, such terms shall be accompanied, in each instance, by a disclosure of equal prominence and position to the effect that issuance of the policy or payment of benefits may depend upon the answers given in the application and the truthfulness thereof.

- M. In all advertisements made by an insurer, or on its behalf, the name of the insurer shall be clearly identified, together with the name of the city in which it has its Home Office in the United States. Any advertisement shall prominently describe the type of policy advertised. If a specific policy or policy series is being advertised, the form or series number or other appropriate description shall be shown.
- N. An advertisement of an individual life insurance policy or combination of such policies shall not state or imply that such policy or combination of such policies is an introductory, initial or special offer, or that applicants will receive substantial advantages not available at a later date, or that the offer is available only to a specified group of individuals, unless such is the fact.
- O. An advertisement shall not state or imply that only a specific number of policies will be sold, or that time is fixed for the discontinuance of the sale of the particular policy advertised, unless such is the fact.
- P. An advertisement shall not unduly emphasize investment or tax features and omit or mini-mize insurance features.

Any advertisements bearing the name or logo of the Company and/or promoting any of the Company's specific policies must be approved in writing in advance of use by an appropriate officer of the Company (an exact copy of the proposed advertisement must be submitted). The Compliance Department is responsible for such review. However, all such submissions must be made to the Marketing Department. We will provide prompt response to your proposed advertisement.

Thank you for your compliance with our *Rules Governing Use of Advertisements*. Should you have any questions, please contact the Marketing Department.

Rules Governing Sales Practices

Insurance departments are advising insurers of their responsibility to make sure that they and their agents (including independent agents) review their sales material and marketing techniques to assure that they do not invoke practices that may be misleading to consumers.

Such questionable practices may include one or more of the following:

1. Use of advertisements that tend to mislead and/or deceive the public.
2. Failure to provide truthful and adequate disclosure of all material and relevant information in advertising.
3. Mislabeling of products.
4. Unsuitable sales

(Continued on next page)

Rules Governing Sales Practices (Continued)

Some insurance departments are now holding companies and general agents directly responsible for the marketing practices of their agents. Therefore, we must remind you of your obligation to be sure that all advertising (to both agents and consumers) and sales practices are in compliance with the letter and spirit of the various state laws and regulations.

Specifically, the following procedures must be adhered to:

1. The Company must review and approve, in writing, the form, content and method of dissemination of all advertising, both to agents and consumers, relative to any product. If you are using any advertising material that has not been approved by us in writing, copies should be immediately sent to the attention of the Marketing Department for review and Compliance Department approval prior to any further use.

While reviewing these materials, special attention should be applied with respect to the use of terms such as investment, deposit and guaranteed, which, if used in an improper context, may be misleading and deceptive.

2. Special care must be given to the manner in which illustrations are given to consumers. Under no circumstances should the software provided by the Company be altered in any way, except under written instruction. In addition, we strongly recommend that an illustration signed by the applicant accompany each application for insurance in which an illustration was used in the sales process. This is required in most states.

Some insurance departments now require that agents be terminated for failure to comply with advertising regulations. In addition, we are required to inform the Department of Insurance the reason for the termination of any agent. *Therefore, any such misconduct on the part of an agent that results in a termination will be part of the agents record.* Companies and general agents will be extremely reluctant to appoint agents with a history of misconduct, given the penalties for which companies and general agents are liable.

In order to keep the public's trust and respect for our industry, we must always act responsibly as it relates to market conduct.

Please call the Marketing Department if you have any questions. We are here to assist you.

Advertising Compliance

To make it easier for agents to generate advertising material for their use, the Compliance Department has developed written procedures for review and approval of advertising material. We intend for these written procedures to supplement the Rules Governing Sales Practices and Rules Governing Use of Advertisement of Life, Health and Annuity Contracts, established by the Market Conduct Compliance Department.

The following outlined items contain the guidelines and procedures required to obtain Home Office approval for any advertising material.

- a) Advertising Compliance Guidelines - LMBAGT-AD GUIDE (04/05)
- b) Advertising Compliance Check List - LMBAGT-AD CHECKLIST (04/05)
- c) Request for Compliance Approval of Advertising Material - LMBAGT-COMP ADAPP (04/05)

Please review this material carefully. If you have any advertising material that is used directly or indirectly for the Company, please complete a “Request for Compliance Approval of Advertising Material” (attached in this booklet) and forward all material to the Marketing Department for review and approval. You may fax your request to (407) 995-8025 for American Exchange Life, American Pioneer Life, Constitution Life or Marquette National. Or mail it to Marketing Department, P.O. Box 958465, Lake Mary, FL 32795-8465.

Compliance Tip: An “Invitation to Inquire” is used just to generate interest in the product. No premium or specific description of benefits is permitted.

An “Invitation to Contract” is used to describe the product completely and fully, and is presented simultaneously with an application.

You may not blend these two types of advertising material. You have either an “Invitation to Inquire” or an “Invitation to Contract,” not a mixture of both.

ADVERTISING COMPLIANCE GUIDELINES

File **all** advertising with the Company before use! IT'S THE LAW! Submit your request to the Marketing Department.

Definition of Advertising. Advertisements will include, but not necessarily be limited to the following when designed to be used or actually used to induce the public to purchase, increase, modify, reinstate or retain a policy:

- Printed and published material, audio visual material and descriptive literature used in direct mail, newspapers, magazines, radio scripts, billboards and similar displays;
- Descriptive literature and sales aids of all kinds, including but not limited to circulars, leaflets, booklets, depictions, illustrations and form letters, issued by an agent or general agent for presentation to members of the insurance buying public;
- Prepared sales talks, presentations and material for use by agents and general agents;
- Materials used for the recruitment, training and education of agents and general agents; and
- Websites and electronic communications.

Marketing/Compliance Review Process. The Compliance Department review process consists of passing your advertisement(s) through the ADVERTISING COMPLIANCE CHECKLIST [LMBAGT - AD CHECKLIST (12/05)], and completing the REQUEST FOR COMPLIANCE APPROVAL OF ADVERTISING MATERIAL [LMBAGT - COMP ADAPP (12/05)], before publishing or using any advertisement. You may fax your advertising request to (407) 995-8025 for American Exchange Life, American Pioneer Life, Constitution Life or Marquette National. Or mail it to the Marketing Department, P.O. Box 958465 Lake Mary, FL 32795-8465.

Items on the checklist are based on the most commonly applicable state laws and rules governing advertising. Advertising is subject to additional review for state compliance and other purposes. Laws differ from state to state and the application of those laws to various products also differs. Corporate identity rules and guidelines are also included in the checklist. If you have a compliance problem with your advertisement, rework your copy or contact us for help. State law requires that copies of all materials that support the statements in your advertisements and a final sample of each advertisement is kept. These items must be forwarded to the Compliance Department for safekeeping.

After receiving your advertisement(s), the Compliance Department will review, suggest revisions as necessary, file if required, and respond to you. Complete each of these stages before you publish or use any advertisement.

Consequences of Using Non-Approved Advertising. If regulators become concerned about an advertisement's content or its dissemination, they may perform on-site examinations. The Company must pay the expense of such examinations. Examinations could result in fines of \$1,000 or more per violation. For example: if you distributed 1,000 non-compliant/non-approved brochures, the total fine assessed could be as much as \$1,000 X 1,000 (or \$1 Million).

Regulators can require that we file all future advertising for prior approval, which would be a disruptive and time-consuming complication for future marketing. Regulators can revoke our license to do business in their state! This can also apply to any agent or general agent who uses non-compliant/non-approved advertising.

PLEASE NOTE: Copies of all materials that support the statements in your advertisements, along with 15 copies of the final printed form must be forwarded to us for safekeeping. The materials will help internal reviewers and outside regulators check the truthfulness of your advertisements if questioned.

ADVERTISING COMPLIANCE CHECKLIST

This checklist is for use as a worksheet in preparing advertisements for the Home Office approval process. Items on the checklist are based on the most commonly applicable state laws and rules governing the advertising of insurance. Compare the proposed advertising with the sections on this worksheet applicable to your advertisement. Make changes as necessary.

Corporate Identity and Logo

- The Company’s full name is used in the first reference. Initials are not used in place of Company Name and the Home Office address is included.
- The advertisement is identified with a unique form number in the lower left-hand corner. (Note: Tear off return mail cards should bear a separate form number that is different from the rest of the form.)

Accuracy and Truthfulness

- No aspect of this advertisement could be considered untrue, deceptive or misleading based on the information included or omitted.
- This advertisement, when examined as a whole, cannot lead a person of average intelligence to any false conclusions. This conclusion is based on the literal meaning of words, impressions from nonverbal portions of the advertisement, and from materials and descriptions omitted from this advertisement.
- All-important or required information appears in a type size that is easy to read and is not mixed in with information that could confuse the reader.
- Absolute words such as “all,” “never” and “shall” are not used.
- Words such as “free,” “no cost” and “no extra cost” are not used unless actually true and then only if the method used to pay for the benefit is prominently identified, or if copy indicates the charge is included in the premium.
- The following list of words or similar terms are not used in connection with a policy in a context with the capacity to lead a purchaser to believe something other than an insurance product is being sold: “investment,” “profit sharing,” “deposit,” “savings,” “profit,” “interest,” or the word “plan” with any word on this list.
- No reference to an agent’s or broker’s status as a “financial planner,” “financial consultant” or “investment advisor” appears in any advertising that uses our corporate logo, corporate name, or any reference to our Company.
- The words “financial planning,” “estate planning” or “pension planning” are not used.
- There is no indication the insured shares in or receives a portion of the Company’s general assets.

References and Illustrations concerning Non-guaranteed Policy Elements; “Non-guaranteed policy elements” include current interest rates, cash values, death benefits or other policy benefits no contractually guaranteed. Note: In states that have adopted the sales illustration model, non-guaranteed elements cannot be shown in advertising.

- There is no implication that non-guaranteed elements are guaranteed. Illustrations of non-guaranteed elements contain a statement that they are NOT guaranteed but are estimates of amounts to be paid in the future. (Non-illustrated states only)
- If a non-guaranteed policy element is shown, guaranteed elements are shown with **equal prominence**. (Non-illustrated states only)

	<ul style="list-style-type: none"> • Reference to a non-guaranteed policy element includes a disclaimer stating that the insurer reserves the right to change any such element at any time for any reason, and to what extent the Company has a right to make changes. (Non-illustrated states only)
	<ul style="list-style-type: none"> • If interest rates higher than those being guaranteed are referred to or illustrated, they are not shown higher than those currently being credited, and the guaranteed rates are set forth with equal prominence.
	<ul style="list-style-type: none"> • If a net premium accumulation interest rate is stated, the relationship between gross and net premium is noted in close proximity with equal prominence.
	<ul style="list-style-type: none"> • If you use words such as “tax-free,” the tax treatment is explained.
References and Illustrations Concerning Premiums	
	<ul style="list-style-type: none"> • There is no representation that premiums can be withdrawn from life insurance unless reference is made to a prepayment agreement (advance premium) or an unconditional premium refund offer.
	<ul style="list-style-type: none"> • Premium changes are prominently described if the policy has non-level premiums.
	<ul style="list-style-type: none"> • There is no representation that a pure endowment benefit is a “profit” or “return” on the premium paid rather than a policy benefit for which a premium is paid.
Comparisons, Ratings and Competition References	
	<ul style="list-style-type: none"> • Comparisons between insurance premium payments or cash values, and saving accounts or investments, are complete, accurate and not misleading.
	<ul style="list-style-type: none"> • Specific commercial ratings are not the focus of this advertisement.
	<ul style="list-style-type: none"> • Any reference to a commercial rating is clear in describing the scope and extent of the rating.
	<ul style="list-style-type: none"> • All statistical information is recent (not older than 5 years), relevant and the source and date are identified.
	<ul style="list-style-type: none"> • References to the competition are factual and not disparaging.
	<ul style="list-style-type: none"> • Comparisons to competitors’ products are fair and complete.
	<ul style="list-style-type: none"> • There is no reference to Guaranty Associations or implication that premiums or principle are “insured.”
Testimonials, Endorsements and Analysis	
	<ul style="list-style-type: none"> • There is no use or implication of an endorsement or testimonial by a person or organization without their approval.
	<ul style="list-style-type: none"> • If a person or organization making an endorsement or analysis is an employee of or has a financial interest in the Company, or receives any benefit besides union scale wages, it is prominently disclosed.
	<ul style="list-style-type: none"> • There is an indication that the product may not be available in all states.
	<ul style="list-style-type: none"> • If life insurance values are illustrated, the premium and benefit patterns are clearly provided for representative years, with at least the annual premium and death benefit payable at the beginning of the policy year shown for the first five years, and years 10 and 20, and at least one age from 60 through 65 or policy maturity, if earlier.
Identity of Insurer and Product	
	<ul style="list-style-type: none"> • The name of the insurer is clearly identified.
	<ul style="list-style-type: none"> • The policy type, name, and form number are clearly and accurately identified.
	<ul style="list-style-type: none"> • No combination of words is used which could mislead a prospective insured into believing the solicitation is connected with a governmental agency or program.

REQUEST FOR MARKETING/COMPLIANCE APPROVAL OF ADVERTISING MATERIAL

Date: _____ To: American Exchange Life Insurance Company
 American Pioneer Life Insurance Company
 Constitution Life Insurance Company
 Marquette National Life Insurance Company

From: _____
(Name of Person submitting advertising material)

Subject: Request review of printed material for compliance purposes.

Form # _____ Description: _____
(Form number of advertising piece) (Description of advertising piece, flyer, brochure, etc.)

PRODUCT REPRESENTED: _____

Category: This form is categorized as a: _____

- Mailer with _____ copies to be printed and distributed.
- Newspaper/magazine ad running in the

(Name of Publication)

from _____ to _____
(Beginning Date) (Ending Date)

- Television commercial to be aired from _____ to _____
(Beginning Date) (Ending Date)
(You must submit final script, video and list of networks)

- Radio commercial to be aired from _____ to _____
(Beginning Date) (Ending Date)
(You must submit final script, and list of networks)

- Product brochure
- Phone script in response to: _____
(Description of circumstances)

Distribution

This form will be distributed to:

- Agents: For face-to-face solicitation of the product.
- Agents: to generate interest in the product and/or company.
- The general public, as a lead generation device: An invitation to inquire.
- The general public, along with an application: An invitation to contact.
- The general public, to generate interest in the company.
- Employers, as lead generation devices: An invitation to inquire

Territory

This form will be used in the following states: (Indicate all that apply)

AK	AL	AR	AZ	CA	CO	CT	DC	DE
FL	GA	HI	IA	ID	IL	IN	KS	KY
LA	MA	MD	ME	MI	MN	MO	MS	MT
NC	ND	NE	NH	NJ	NM	NV	NY	OH
OK	OR	PA	RI	SC	SD	TN	TX	UT
VA	VT	WA	WI	WV	WY			

COMMENTS FROM ORIGINATOR: _____

COMMENTS FROM MARKETING: _____

COMPLIANCE SIGN-OFF: _____ DATE: _____
 MARKETING SIGN-OFF: _____ DATE: _____

IMPORTANT NOTICE

INTERCOMPANY NON-REPLACEMENT RULE

Please be advised that Universal American Financial Corp. (UAFC), has an intercompany non-replacement rule that applies to the agents of any of its subsidiary insurance companies. These companies include American Exchange Life, American Pioneer Life, American Progressive Life, Constitution Life, Heritage Health, Marquette National Life, Pennsylvania Life, Pyramid Life, Union Bankers, Nationwide Life Insurance (Medicare Supplement only) and strategic partner Guarantee Reserve Life.

This means that agents representing any UAFC insurance company are prohibited from replacing any inforce policy issued by another UAFC company. This rule is designed to protect the agents and policyholders of all UAFC companies and is industry practice whenever several insurance companies share common ownership.

For purposes of this rule, *inforce* shall mean any policy that has been applied for and has not been declined by the insurance company, even if it is not yet effective. Furthermore, this prohibition of replacing UAFC policies shall extend to three months after lapse. In other words, no application will be accepted by any UAFC company that is intended to replace a policy of another UAFC company unless the replaced policy has been lapsed for at least three months.

If you have any questions regarding this rule, please contact your manager or the Marketing Department. We appreciate your cooperation in this matter.

HIPAA Business Associates Contract Privacy Addendum

I. GENERAL PROVISIONS

Section 1. Effect. The terms and provisions of this Addendum are incorporated in and shall supersede any conflicting or inconsistent terms and provisions of the Agreement to which this Addendum is attached, including all exhibits or other attachments thereto and all documents incorporated therein by reference (this “Agreement”), effective as the effective date of the agent’s contract into the company. Any ambiguity in this Addendum shall be resolved to permit the Company to comply with the HIPAA Privacy Standards.

Section 2. Amendment. Agent and the Company agree to amend this Addendum to the extent necessary to allow either Agent or the Company to comply with the Privacy Standards (45 C.F.R. Parts 160 and 164), the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Part 142) (collectively, the “Standards”) promulgated or to be promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and other applicable federal or state regulations or statutes. Agent and the Company will fully comply with all applicable Standards and other applicable federal or state regulations or statutes and will amend this Addendum to incorporate any material required by the Standards, such regulations or statutes.

Section 3. Definitions. Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in Part IV of this Addendum.

II. OBLIGATIONS OF AGENT

Section 1. Use and Disclosure of Protected Health Information. Agent may use and disclose Protected Health Information only as required to satisfy its obligations under this Agreement, as permitted herein, or as required by law, but shall not otherwise use or disclose any Protected Health Information. Agent shall not, and shall ensure that its directors, officers, employees, contractors and agents do not, use or disclose Protected Health Information in any manner that would constitute a violation of the Privacy Standards if done by the Company, except that Agent may use Protected Health Information if necessary (i) for the proper management and administration of Agent, (ii) to carry out the legal responsibilities of Agent or (iii) to provide Data Aggregation services relating to the health care operations of the Company. Agent hereby acknowledges that, as between Agent and the Company, all Protected Health Information shall be and remain solely the property of the Company, including any and all forms thereof developed by Agent in the course of fulfilling its obligations pursuant to this Agreement. Agent further represents that, to the extent Agent requests the Company to disclose Protected Health Information to Agent, such request is only for the minimum Protected Health Information necessary for the accomplishment of Agent’s purpose.

Section 2. Safeguards Against Misuse of Information. Agent agrees that it will use all appropriate safeguards to prevent the use or disclosure of Protected Health Information other than pursuant to the terms and conditions of this Addendum.

Section 3. Agent's Duty to Mitigate. Agent agrees to mitigate to the extent practicable any harmful effect that is known to Agent of a use or disclosure of Protected Health Information by Agent in violation of this Addendum.

Section 4. Reporting of Violations. Agent shall, within thirty (30) days of becoming aware of any use or disclosure of Protected Health Information not provided for by this Addendum by Agent or any of its officers, directors, employees, contractors or agents, report such use or disclosure to the Company.

Section 5. Agreements by Third Parties. Agent shall enter into and maintain an agreement with each agent and subcontractor that has or will have access to Protected Health Information under which the agent or subcontractor is legally bound by the same restrictions with respect to Protected Health Information that apply to Agent pursuant to this Addendum.

Section 6. Access to Information. Within ten (10) days of a request by the Company for access to Protected Health Information about an individual contained in a Designated Record Set, Agent shall make available to the Company such Protected Health Information. In the event any individual requests access to his or her Protected Health Information directly from Agent, Agent shall within two (2) days forward such request to the Company. Any denials of access to the Protected Health Information requested shall be the responsibility of the Company.

Section 7. Availability of Protected Health Information for Amendment. Within thirty (30) days of receipt of a request from the Company for the amendment of an individual's Protected Health Information or a record regarding an individual contained in a Designated Record Set, Agent shall provide such information to the Company for amendment and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. § 164.526. Any denials of requested amendments shall be the responsibility of the Company.

Section 8. Documentation of Disclosures. Agent agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required of the Company to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

Section 9. Accounting of Disclosures. Within thirty (30) days of receipt of notice from the Company that it has received a request for an accounting of disclosures of Protected Health Information, other than disclosures excepted under 45 C.F.R. § 164.528(a), Agent shall provide to the Company the information in Agent's possession that is required for the Company to make the accounting required by 45 C.F.R. § 164.528(b) and (c). At a minimum, Agent shall provide the Company with the following information for each disclosure: (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information and, if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event an individual's request for an accounting is delivered directly to Agent, Agent shall within two (2) days forward such request to the Company. Agent hereby agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this section.

Section 10. Availability of Books and Records. Agent hereby agrees to make its internal practices, books and records including policies and procedures relating to the use and disclosure of Protected Health Information available to the Secretary for purposes of determining the Company's compliance with the Privacy Standards.

Section 11. Indemnification. Agent hereby agrees to indemnify and hold the Company, its employees, officers and directors harmless from and against any and all liability, payment, loss, cost, expense (including reasonable attorneys' fees and costs), or penalty incurred by the Company, its employees, officers or directors in connection with any claim, suit, or action asserted against such entity or person resulting from the failure to fulfill any obligation of this Addendum by Agent, its agents or subcontractors.

Section 12. Insurance. The Company strongly encourages each Agent to obtain and maintain during the term of this Agreement liability insurance covering claims based on a violation of the Standards or any applicable state law or regulation concerning the privacy of health information and claims based on its obligations pursuant to Section 9 of Part II of this Addendum in an amount not less than an amount sufficient to indemnify the company in the event of a breach. Such insurance should be in the form of occurrence based coverage and should name the Company as an additional named insured.

Section 13. Notice of Request for Data. Agent agrees to notify the Company within five (5) business days of Agent's receipt of any request, subpoena, or judicial or administrative order to disclose Protected Health Information. To the extent that the Company decides to assume responsibility for challenging the validity of such request, subpoena or order, Agent agrees to cooperate fully with the Company in such challenge.

Section 14. Injunction. Agent hereby agrees that the Company will suffer irreparable damage upon Agent's breach of its obligations under this Addendum and that such damages shall be difficult to quantify. Agent hereby agrees that the Company may file, and Agent will not contest, an action for an injunction to enforce the terms of this Addendum against Agent, in addition to any other remedy the Company may have.

III. TERMINATION OF AGREEMENT WITH AGENT

Section 1. Termination Upon Breach of Provisions Applicable to Protected Health Information. Any other provision of this Agreement notwithstanding, this Agreement may be terminated by the Company upon five (5) business days prior written notice to Agent in the event that Agent materially breaches any obligation of this Addendum and fails to cure the breach within such five (5) day period; provided, however, that in the event that termination of this Agreement is not feasible, in the Company's sole discretion, Agent hereby acknowledges that the Company shall have the right to report the breach to the Secretary.

Section 2. Return or Destruction of Protected Health Information upon Termination. Upon termination of this Agreement, Agent shall either return to the Company or destroy all Protected Health Information which Agent then maintains in any form. Agent shall not retain any copies of the Protected Health Information. Notwithstanding the foregoing, to the extent that the Company agrees that it is not feasible for Agent to return or destroy any Protected Health Information, the provisions of this Addendum shall survive termination of this Agreement and Agent shall limit any further uses and disclosures of such Protected Health Information to the purpose or purposes which make the return or destruction of such Protected Health Information infeasible.

Section 3. The Company's Right of Cure. The Company shall have the right to cure, at the expense of Agent, any breach of Agent's obligations under this Addendum. The Company shall give Agent notice of its election to cure any such breach and Agent shall cooperate fully in the efforts by the Company to cure Agent's breach. Agent shall pay for such services of the Company within thirty (30) days of receipt of the Company's request for payment.

Section 4. Transition Assistance. Following the termination of this Agreement for any reason, Agent agrees to provide transition services for the benefit of the Company, including the continued provision of its services required under this Agreement until notified by the Company that another provider of services is able to take over the provision of such services and the transfer of the Protected Health Information and other data held by Agent related to its services under this Agreement has been completed.

IV. DEFINITIONS FOR USE IN THIS ADDENDUM

“Data Aggregation” shall mean the combining of Protected Health Information by Agent with the Individually Identifiable Health Information created or received by Agent in its capacity as a business associate of another covered entity, to permit data Analysis that relate to the health care operations of the Company and the other covered entity.

“Designated Record Set” shall mean the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for the Company, or any other group of records maintained by or for the Company and used, in whole or in part, by or for the 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 and is maintained, collected, used, or disseminated by or for the Company.

“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, health care clearinghouse (as those terms are defined in the Privacy Standards), or employer; 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.

“Privacy Standards” shall mean 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 the Company 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, and (ii) records described in 20 U.S.C. § 1232g(a)(4)(B)(iv).

“Secretary” shall mean the Secretary of the United States Department of Health and Human Services.

Except as specifically amended hereby, the Agreement shall remain in full force and effect.

With my signature on the front cover, I acknowledge receipt of and agree to the terms of the HIPAA Business Associate Contract Privacy Addendum received from American Exchange, American Pioneer, Constitution Life, or Marquette National.

Agent Code of Professional Ethics

I will fully comply with all ethics and compliance standards and procedures established and communicated to me by the Company.

I will obtain and maintain all required licenses and appointments in each jurisdiction where I am authorized to conduct business. I will fully comply with and remain current with the laws and regulations where I am licensed and appointed.

I will attempt to discover and understand the needs and financial circumstances of my clients, to fully explain the Company's products and services, and make every effort to provide the same quality and level of service to my clients that I would expect for myself. I will make every effort to determine insurable interest of the beneficiary when soliciting life insurance. I will confirm the identity of all applicants.

I will make a diligent effort to accurately record all answers to the questions asked on the application and allow the applicant sufficient time to review the application for accuracy and completeness before signing it.

I will not negotiate or deposit any funds payable to the Company or payable to any payee other than myself or my immediate family, nor will I create any legal obligation for the Company that is not within the scope of my authority.

I will conduct myself in a professional manner and will accept the decisions made by the Company and its employees, and will treat them with the same respect I expect for myself.

I agree that I cannot make, modify or discharge contracts; extend the time for paying premiums; waive any of the Company's rights or requirements; bind the Company by any statement, promise or representation; agree with any applicant to an extra premium for extra risks; or collect any money other than as provided in my Agent's Contract.

I will only use appropriate sales material and illustrations approved by the Company and will include all appropriate disclaimers. I will not advertise or publicize the Company's name by using it in any advertising or publicity medium unless the Company has approved the content in writing. I will not alter, affix stamps or labels to, or otherwise modify policies, policy envelopes, sales illustrations, or literature provided by the Company.

All signatures on applications or other documents submitted by me will be authentic. I will not sign another person's name, nor will I sign as a witness to any person's signature on any application or other form relating to the Company's business unless the signature is written in my presence or otherwise noted on the form.

I will not submit applications or other business, written by another agent, as my own. Nor will I allow another agent to submit applications, or other business, written by me, as his/her own.

I will deliver all policies and contracts to the policy owner in a timely manner.

I will not be the assignee, owner or beneficiary of any policy issued by the Company other than a policy on myself or on a member of my immediate family.

I will not enter into any contracts with any sub-producers for the solicitation of insurance or share commissions with anyone not licensed and appointed with the Company.

I will not represent the Company in any manner at all before any State Insurance Department or official, or before any Governmental agency, without first consulting with and receiving specific prior written approval of the Company.

I will not charge for services provided to any applicant, policy owner, beneficiary, or assignee, such as for explaining the terms of a policy, collecting policy proceeds, making or submitting proofs of claim, or settlement of any claim, or any similar service.

I will not borrow funds from or enter into any personal monetary transactions with any customer/policyholder. I will also refrain from being named an attorney-in-fact for any applicant outside my immediate family.

I will not make any disparaging remarks or use any disparaging literature about the Company or the Company's competitors.

AMERICAN
EXCHANGE
LIFE INSURANCE COMPANY

AMERICAN
PIONEER
LIFE INSURANCE COMPANY

CONSTITUTION
**LIFE**
INSURANCE COMPANY

MARQUETTE
NATIONAL
LIFE INSURANCE COMPANY