

CENTRAL STATES HEALTH & LIFE CO. OF OMAHA

AGENT'S AGREEMENT

This Agreement is entered into and is effective _____
by and between
CENTRAL STATES HEALTH & LIFE CO. OF OMAHA,
a Nebraska corporation, herein called the "Company" or "CSO" and,

herein called the "Agent".

IT IS, THEREFORE, UNDERSTOOD AND AGREED:

1. **Authorization:** Company authorizes Agent to offer the type(s) of insurance products only in the state(s) designated in the attached Administration Fee Appendix under the terms of this Agreement and attached Appendices. The Agent represents and warrants that it has the authority to enter into this Agreement and, if Agent is a corporation, that it is in good standing and authorized to do business in the state(s) that such products will be sold.
2. **Definitions:** For purposes of this Agreement, the following definitions apply:
 - (a) Agent: Individual or Corporation, including all Affiliates, Subsidiaries, and Successors, upon which this Agreement and attached Appendices are binding.
 - (b) Sub-Agent: Individual appointed or employed by Agent to perform functions of an Insurance Agent.
 - (c) Policy: The terms, Policy and Policies shall mean individual Policy and Policies or group certificate or certificates as appropriate for the insurance product sold.
 - (d) CSO Nonpublic Personal Information: Consumer information supplied by Company or gathered by Agent or Sub-Agents on behalf of Company including, but not limited to the following: application information, medical information, account information, names, addresses and telephone numbers, consumer report information, and the mere fact that an individual is or was a customer of Company; information that relates to, or derives from, any transaction between Company and any individual; or a list, description or other grouping of Company customers.
 - (e) Affiliates: In relation to Agent, any entity: (a) which is owned 50% or more by Agent; or (b) over which Agent exercises management control; or (c) which is under common control with Agent; or (d) which shares a tax identification number.
 - (f) Creditor: Lender of money or vendor or lessor of goods, services, property, rights or privileges, for which payment is arranged through a credit transaction, or any successor to the right, title, or interest of said lender, vendor or lessor.
3. **Duties and Scope of Authority:** On behalf of the Company, the Agent and its Sub-Agents shall have the following duties and authority:
 - (a) Be licensed and appointed with Company according to the laws of the state in which they are to offer insurance on Company's behalf;
 - (b) Offer the type(s) of insurance only in the state(s) designated in the attached Administration Fee Appendix; and, within the limits described in the attached Maximum Limits Appendices. The issuance of more than one Policy shall not increase the Maximum Limits Appendices or the Company's liability;
 - (c) Countersign and deliver completed Policies of insurance to the borrower at the time of the credit transaction and to collect premiums for insurance. The Company shall furnish the Policy forms, with its President's signature, and premium rates;
 - (d) Provide the Company with prompt notice whenever information is received that an insured's loan contract has been terminated before the regularly scheduled maturity date of the loan, or when an insured has requested cancellation of insurance prior to its scheduled expiration date;
 - (e) Promptly process and pay or credit premium refunds for cancelled Policies;

- (f) Provide the Company with prompt notice of complaints and/or claims;
- (g) Comply with the written and oral instructions and policies of the Company; and
- (h) Comply with all federal, state and local laws, rules and regulations.

4. **Limitation of Authority; Agent Warranties:** Acting as Agent pursuant to this Agreement, the following acts are unauthorized and Agent warrants that Agent and Sub-Agents will not:

- (a) Bind, solicit, submit or accept applications on any applicant; for the insurance products, or in states, not designated in the Administration Fee Appendix; or, over the age, or in amounts, or for terms exceeding that stated in the Maximum Limits Appendix, without written authorization from the Company;
- (b) Issue Policies to individuals known, or through reasonable inquiry should have been known, by Agent or Sub-Agent to be suffering from a mental or physical impairment, condition or illness, unless a health application is available, completed, and approved by Company;
- (c) Issue Policies without completion and approval of any required health application as stated in the Maximum Limits Appendix;
- (d) Solicit, countersign or deliver any forms or Policies for Company other than those furnished to Agent by Company;
- (e) Change, alter, vary or waive any of the terms or conditions of the Policies, but Agent or Sub-Agent may fill in the blank spaces on such forms in accordance with the Maximum Limits Appendix;
- (f) Deliver Policies and fail for any reason to submit the applications and premiums due to Company;
- (g) Issue more than one Policy to any individual for the same loan;
- (h) Issue Policies to any individual(s) who is not a debtor under the loan or sales agreement covered by the Policy, or issue a Policy to cover any loan or sales agreement to which the Agent, or its Affiliate is not a party; or
- (i) Designate as the creditor beneficiary in any Policy, a party other than the Agent or the Creditor of the loan or sales agreement covered by the Policy.

5. **Protection of Consumer Information:**

- (a) Privacy Notice Requirements.
 - 1. Company shall develop and provide any consumer/customer privacy notice required in conjunction with the Company products, which Agent and its Sub-Agents are contracted to market and sell. If requested by Company, Agent shall be responsible for distributing the initial notice in accordance with directions from the Company.
 - 2. Agent shall comply with any regulatory requirements for the providing of a privacy notice other than as an Agent for Company.
- (b) Use of CSO Nonpublic Personal Information. Agent shall use CSO Nonpublic Personal Information solely in providing services within the scope of this Agreement and shall not use any such information for its own purposes except as expressly authorized in this Agreement or as Company may later authorize in writing after the date of this Agreement.
- (c) Securing CSO Nonpublic Personal Information; Prohibition on Sharing.
 - 1. Except as permitted in this Section 5, Agent shall not disclose, directly or indirectly, to others any CSO Nonpublic Personal Information. Agent may permit its employees, officers and Agents to have access to CSO Nonpublic Personal Information only on a need-to-know basis to permit Agent to perform its contractual obligations to Company. Agent shall use appropriate safeguards to prevent unauthorized uses or disclosures and to assure the confidentiality of the CSO Nonpublic Personal Information, including without limitation, informing such employees, officers or Agents of Agent's obligation to maintain the strict confidentiality of the information as required under this Agreement.
 - 2. Agent may disclose CSO Nonpublic Personal Information:
 - i. to the extent a consumer has requested that Agent utilize their CSO Nonpublic Personal Information for purposes of providing other services;
 - ii. as reasonably necessary to its auditors, accountants, and counsel, who are under an obligation to maintain the confidentiality of the CSO Nonpublic Personal Information;
 - iii. to respond to government regulatory authorities having jurisdiction over Agent for examination, compliance, or other purposes as authorized or required by law, including the Secretary of the Department of Health and Human Services. However, any such disclosure may be made only after giving Company prior notice of the potential disclosure; and

- iv. to comply with a properly authorized civil, criminal or regulatory investigation or subpoena or summons issued by a Federal, state, or local authority, and respond to judicial process. However, any such disclosure may be made only after giving Company prior notice of the potential disclosure and a reasonable opportunity to intervene to apply for such legal protection as may be available with respect to the confidentiality of the CSO Nonpublic Personal Information. If a protective order or other remedy is not obtained, or Company waives compliance with the provisions of this Subsection, Agent agrees to disclose only that portion of the CSO Nonpublic Personal Information that Agent is advised by written opinion of counsel is legally required.
- (d) Reporting of Unauthorized Use or Disclosure. Agent shall report to Company any unauthorized use or disclosure of CSO Nonpublic Personal Information.
- (e) Providing Access. Agent shall provide a means for individuals to access their own CSO Nonpublic Personal Information, which is in Agent's possession. If individuals notify Agent of errors in their CSO Nonpublic Personal Information, Agent shall notify Company, and both parties will coordinate efforts to correct any inaccurate information.
- (f) Requirements of Sub-Agents and Subcontractors. Agent shall require that any Sub-Agent or subcontractor who has access to CSO Nonpublic Personal Information agree in writing to the same terms and conditions for use and protection of CSO Nonpublic Personal Information as are stated in this Agreement.
- (g) Security Breach. Agent shall report to Company any suspected, attempted, or successful security incidences which involve CSO Nonpublic Personal Information ("Security Breach") within 24 hours of Agent becoming aware of a Security Breach. Additionally Agent and the Company shall work together to:
 1. Take immediate steps to correct the Security Breach;
 2. Provide timely responses with information for all Company notices to regulators and third parties as required; and
 3. Provide notice and service to any individual whose information is involved in a Security Breach whether such notice and service are required by law or determined by Company to be necessary under the circumstances of the Security Breach.

Any costs associated with remediating such breach shall be shared by the Company and Agent if the cause of such breach is unknown and shall be paid by the party at fault if the cause can be associated with the actions of a particular party.

- (h) Indemnification. Agent acknowledges that money damages are not alone a sufficient remedy for a breach of this Section 5. Company shall be entitled to equitable relief, including an injunction and specific performance. Further Agent agrees to indemnify and hold Company, its directors, officers, and employees, and Company's direct and indirect subsidiaries and their directors, officers and employees, harmless from any damages, loss, cost or liability (including court costs and reasonable attorneys' fees and the cost of enforcing this indemnity provision) arising out of or resulting from the unauthorized use or disclosure, by or through Agent, of CSO Nonpublic Personal Information or a Security Breach event.
- (i) Return of Information. Upon the termination of this Agreement, or upon CSO's request for all CSO Nonpublic Personal Information, Agent shall at CSO's option:
 1. Promptly turn the documents containing the information over to Company, and upon Company's request, certify in writing that Agent has not retained, in any form, any of the CSO Nonpublic Personal Information;
 2. Promptly destroy all documents containing the information in its possession or in the possession of its Agents and certify in writing to Company that all of the CSO Nonpublic Personal Information has been destroyed and none has been retained in any form; or
 3. With Company's approval, maintain all CSO Nonpublic Personal Information, if necessary, for business purposes, and upon Company's request, certify in writing that the information will be maintained in a secure manner.
- (j) Termination. The obligations of Agent and the Company's rights to indemnification under this Section 5 shall survive termination of this Agreement. Further breach of this Section 5 shall be reason for termination of this Agreement with cause by Company.

6. Administration Fee: The Agent shall receive Administration Fees stated on the attached Administration Fee Appendix. Administration Fees payable shall be automatically modified to conform with controlling governmental statute or regulation without prior notice to Agent.

If Company refunds premiums to an insured for any reason, the Agent shall promptly reimburse to Company Administration Fees on the refunded business, in the same proportion as the amount of premium refunded. If Company refunds premiums to Agent on behalf of an insured, Agent shall promptly reimburse to the insured any

refunded premium received and any unearned Administrative Fee according to the regulations of the state in which the Policy was delivered. Company's right to reimbursement shall survive termination of this Agreement.

7. Accounting:

- (a) Unless otherwise agreed in writing, the Agent shall forward to Company, no less frequently than monthly, Policies and applications, and all other evidence of insurance written or terminated by a cancellation.
- (b) Agent shall keep records and accounts of all transactions with insureds and the Company, and the records shall be open to examination by the Company at any time upon request.
- (c) Premiums received by the Agent or Sub-Agent shall be held by Agent as fiduciary for the Company, in a manner consistent with applicable state law or regulation, until delivered to Company.
- (d) Premiums due the Company shall be paid to Company within fifteen (15) days after the close of each month. Premiums paid to Company shall be the gross premiums, less return premiums for cancelled Policies, and less the Agent's Administration Fee, designated in the Administration Fee Appendix.
- (e) Any extension of credit by Agent or Sub-Agent for the payment of premiums shall be the risk of Agent, and credit default shall not relieve Agent from paying the premiums due.
- (f) Unless otherwise directed by Company, all premium remittances and reports, including loss reports, shall be forwarded to Company at its home office.

8. Withholding Administration Fees:

- (a) Administration Fees payable to Agent may be withheld and applied to deficit balances due the Company by Agent from whatever source or wherever created, including other agreements between Agent and Company.
- (b) Company may also withhold Administration Fees from Agent for business written by Agent or Sub-Agent when Agent or Sub-Agent is not licensed and appointed with Company.

9. **Expenses:** Company shall pay state premium taxes, individual Agent license appointment fees, and corporation license appointment fees. Agent shall promptly send Company billings received for these expenses. All other expenses, whether billed to Agent or Company, shall be paid by Agent. Agent or Sub-Agent shall not contract for or incur any obligation for Company without Company's prior written approval.

10. **Responsibility and Indemnification:** Agent shall be responsible to Company for its actions, any deficit balances, and the actions of Sub-Agents and other persons employed by it. Agent shall indemnify and hold Company harmless for any loss incurred, including benefits paid, extracontractual liability, costs and attorney fees, in connection with any Policy issued by Agent beyond the scope of its authority or in violation of the warranties or conditions contained in this Agreement and any loss, claims or damage caused by the actions of the Agent, its Sub-Agent or its employees.

Company shall be responsible to Agent for its actions. Company shall indemnify and hold Agent harmless for any loss incurred including, but not limited to, costs and attorney fees, caused by the actions of the Company's officers, directors, employees, agents and actions of Agent carried out at Company's direction.

The Company shall have the right to cancel the license appointment of the Agent or Sub-Agent when, in the opinion of the Company, the Agent's or Sub-Agent's actions are detrimental to the best interest of the Company.

11. **Termination:** This Agreement may be terminated by mutual consent at any time, or by either party giving at least thirty (30) days notice in writing, or as states mandate. The Company may immediately terminate this Agreement for cause upon breach of any condition or warranty of this Agreement. Termination for cause shall not alter Company's right to pursue available legal remedies for amounts owed by Agent or for losses or damages resulting from breach of this Agreement.

12. **Property:** Any unused Policies and other Company supplies furnished by Company to Agent shall remain the property of Company and shall be accounted for and returned by Agent on demand or upon termination of this Agreement.

13. **Waiver:** No waiver by the Company of any default in the performance or conditions of this Agreement shall constitute a waiver of a subsequent default or of any other provision of this Agreement.

14. **Maximum Limits Appendix:** Company may issue specific Maximum Limits Appendices by type(s) of insurance or state. Company may issue new Maximum Limit Appendices without amending this Agreement. The issuance of a Maximum Limits Appendix with a more recent "Issue Date", shall supersede the previous issue and shall be incorporated herein upon written notice to the Agent.
15. **Administration Fee Appendix:** Company may issue Administration Fee Appendices to be effective by type(s) of insurance or state. Company may issue new Administration Fee Appendices without amending this Agreement. The issuance of an Administration Fee Appendix with a more recent "Issue Date", shall supersede the previous issue and shall be incorporated herein upon written notice to the Agent.
16. **Communications:** Agent approves of and agrees to accept information, data and other relevant materials from Company via direct mailings, use of electronic mediums (facsimile, email), and other commercially acceptable means of communication.
17. **Endorsement:** Any advertising or any other material which includes the name of Company or which is used to advertise the Company's products must be approved by Company in writing prior to its use. Approvals granted may be revoked and, upon revocation, Agent and Sub-Agent shall discontinue use of such advertising or material.
18. **Independent Contractor:** Agent and Sub-Agent are independent contractors, and no terms of this Agreement shall be construed to create the relationship of an employer and employee between Agent, Sub-Agent and the Company.
19. **Assignment:** No rights or claims of the Agent under the terms of this Agreement shall be assigned without the prior written consent of the Company.
20. **Entire Agreement; Modification of Agreement:** This Agreement with the attached Appendices, or subsequent Appendices of most recent Issue Date, constitutes the entire Agreement of the parties regarding the subject matter hereof. This Agreement supersedes any prior Agreements or understandings that cover the subject matter hereof as it relates to the type or types of insurance covered by this Agreement. This Agreement may not be altered, modified or amended except by written amendment signed by both parties.
21. **Binding Effect and Governing Law:** This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. This Agreement shall be governed according to the laws of Nebraska.
22. **Nonexclusivity:** Company shall have the right to appoint other Agents and Sub-Agents in the states covered by this Agreement.

CENTRAL STATES HEALTH & LIFE CO. OF OMAHA

By: _____

Name: Ann Wenzl

Title: Vice President, Administration

Date: _____

By: _____

Name: _____

Title: _____

Date: _____