

Censtat Services, Inc
Representative Marketing Agreement

This Representative Marketing Agreement (herein called "Agreement"), is entered into and is effective _____, by and between:

Censtat Services, Inc.
(dba Censtat Insurance Services, Inc. in CA)
(herein called "Censtat")
P.O. Box 641668
Omaha, Nebraska 68164-7668
and

(herein called "Representative")

WHEREAS, Censtat as a member of the CSO Family of Companies is in the business of providing consultation and services relating to the development, marketing and administration of debt protection programs (herein called "DPP") including the transfer of risk from an account to an authorized insurer through a contractual liability policy (herein called "CLP"); and

WHEREAS, Representative is in the business of marketing debt protection products and/or CLPs; and

WHEREAS, Representative represents and warrants that it has the authority to enter into this Agreement, it is in good standing and, when required, licensed to do business in the states authorized by Censtat.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed between the parties as follows:

1. **AUTHORIZATION:** Censtat authorizes Representative and any appointed Sub-Representatives of Representative to (a) market Censtat's DPP services; and (b) when properly licensed and appointed as an insurance agent as required by the statutes and regulations in the state(s) of operation, solicit and service CLP(s) of any insurance carrier contracted with Censtat, under the terms of this Agreement and attached appendices.

2. **DEFINITIONS:** For purposes of this Agreement, the following definitions apply:

Approved Addendum: Any debt cancellation agreement issued by an Authorized Account within the guidelines of the attached Coverage Limits Appendices and covered under a CLP.

Authorized Account: An account which, through Representative, has contracted with the CSO Family of Companies for a DPP.

Nonpublic Personal Information (herein called "NPI"): NPI means the consumer information supplied by an individual or account or gathered by Censtat or Representative on behalf of Censtat for purposes of a DPP, 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 the account and/or Censtat; information that relates to, or derives from, any transaction between any individual and the account and/or Censtat; or a list, description or other grouping of DPP customers or accounts.

Compensation: The amount specified in the Compensation Appendices to be paid to Representative for each Approved Addendum submitted by Authorized Accounts for which applicable Approved Addendum fees are received by the CSO Family of Companies.

Representative: Person or organization named as a party to this Agreement upon which this Agreement is binding.

Sub-Representative: Persons or organizations contracted with or employed by Representative to perform marketing functions under the direction of Representative.

3. **DUTIES AND SCOPE OF AUTHORITY:** On behalf of Censtat, the Representative shall have the following duties and authority:

(a) To market Censtat's DPP services to accounts utilizing the materials provided by Censtat and made available to Representative.

(b) Comply with the terms of this Agreement including any attached appendices, written and oral instructions of Censtat.

(c) Comply with applicable Federal, state and local laws and regulations.

(d) To assist in installing a DPP in accounts and provide continuing service to accounts.

Additionally, with required licensing, Representative shall have authority to solicit and service CLPs of the insurance carrier designated by Censtat.

- 4. LIMITATION OF AUTHORITY:** Representative shall abide by the following limitations and may not:
- (a) Appoint Sub-Representatives without the prior written approval of Censtat.
 - (b) Act as or present him/her self as a representative of any insurance carrier contracted with Censtat in any state unless properly licensed and appointed as an insurance agent as required by the statutes and regulations in the states of operation.
 - (c) Accept or process fees or premiums on the behalf of Censtat or any insurance carrier contracted with Censtat.
- 5. PROTECTION OF CONSUMER INFORMATION:**
- (a) **Use of NPI.** Representative shall use NPI 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 Censtat may later authorize in writing after the date of this Agreement.
 - (b) **Securing NPI; Prohibition on Sharing.**
 - (1) Except as permitted in this section, Censtat and its Sub-Representatives shall not disclose, directly or indirectly, to others any NPI. Representative may permit its employees, and officers to have access to NPI only on a need-to-know basis to permit Representative to perform its contractual obligations to Censtat. Representative shall use appropriate safeguards to prevent unauthorized uses or disclosures and to assure the confidentiality of the NPI, including without limitation, informing such employees, or officers of Representative's obligation to maintain the strict confidentiality of the information as required under this Agreement.
 - (2) Representative may disclose NPI:
 - (i) to the extent a consumer has requested that Representative utilize their NPI for purposes of providing other services; or
 - (ii) as reasonably necessary to its auditors, accountants, and counsel, who are under an obligation to maintain the confidentiality of the NPI;
 - (iii) to respond to government regulatory authorities having jurisdiction over Representative 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 Censtat prior notice of the potential disclosure; or
 - (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 Censtat 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 NPI. If a protective order or other remedy is not obtained, or Censtat waives compliance with the provisions of this Subsection, Representative agrees to disclose only that portion of the NPI that Censtat and its Sub-Representative is advised by written opinion of counsel is legally required.
 - (c) **Reporting of Unauthorized Use or Disclosure.** Representative shall immediately report to Censtat any unauthorized use or disclosure of NPI.
 - (d) **Providing Access.** Representative shall provide a means for individuals to access their own NPI which is in Representative's possession. If individuals notify Representative of errors in their NPI, Representative shall notify Censtat, and both parties will coordinate efforts to correct any inaccurate information.
 - (e) **Requirements of Representative and Sub-Representative.** Representative shall require that any Sub-Representative who has access to NPI agree, in writing, to the same terms and conditions for use and protection of NPI as are stated in this Agreement.
 - (f) **Breach.** Breach of this section shall be reason for termination of this Agreement with cause by Censtat. Representative acknowledges that money damages are not alone a sufficient remedy for a breach of this section. Censtat shall be entitled to equitable relief, including an injunction and specific performance, in the event of any breach of this section of this Agreement, in addition to all other remedies available to Censtat at law or in equity.
 - (g) **Indemnification.** Representative agrees to indemnify and hold Censtat, its directors, officers, and employees, and Censtat's direct and indirect subsidiaries or affiliates 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 of NPI, by or through Representative.
 - (h) **Return of Information.** Upon the termination of this Agreement, or upon Censtat's request for all Censtat's NPI, Representative's of Censtat shall, at Censtat's option:
 - (1) Promptly turn the documents containing the information over to Censtat, and upon Censtat's request certify in writing that Representative has not retained, in any form, any of Censtat's NPI; or
 - (2) Promptly destroy all documents containing the information in its possession and certify in writing to Censtat that all of the NPI has been destroyed and none has been retained in any form; or

- (3) With Censtat's approval, maintain all NPI if necessary for business purposes, and upon Censtat's request, certify in writing that the information will be maintained in a secure manner.

6. COMPENSATION:

- (a) While this Agreement is in effect, the Representative shall receive Compensation, as stated on the attached Compensation Appendices with the most recent Issue Date.
- (b) Censtat, or Central States Health & Life Co. of Omaha ("CSO") as administrator for Censtat, will pay the Representative its Compensation within 20 days following the end of the month applicable premium and fees are received by Censtat.
- (c) Compensation payable shall be automatically modified to conform with any controlling governmental statute or regulation without prior notice to Representative.
- (d) Upon receipt of notice from Censtat or CSO, Representative shall reimburse all or a portion of its Compensation, as specified on the Compensation Appendices, to Censtat, or CSO if so directed in the notice, for terminated Approved Addenda.
- (e) Representative is required to reimburse Censtat within 10 days of receipt of notice of any amounts due hereunder.
- (f) The obligation of Representative and Censtat's right to reimbursement shall survive termination of this Agreement.
- (g) After termination of this Agreement, Representative will receive Compensation only for reported business with an Effective Date prior to the date of termination of this Agreement, and for which applicable fees are received by Censtat or CSO. No Compensation will be paid for business with an Effective Date after the date of termination of this Agreement.

7. OFFSET: Any Compensation payable to Representative may be withheld and applied to deficit balances due to Censtat or Censtat's affiliates by Representative including amounts due from any Sub-Representative from whatever source or wherever created, including other agreements between Representative and Censtat or its affiliates.

8. EXPENSES: Representative shall not contract for or incur any obligation for Censtat without Censtat's prior written approval.

9. RESPONSIBILITY AND INDEMNIFICATION: Representative shall be responsible to Censtat for its actions and the actions of its Sub-Representatives and any deficit balances of the Representative or its Sub-Representatives, and the actions of other persons employed by Representative. Representative shall indemnify and hold Censtat harmless for any loss incurred, including benefits paid, extra-contractual liability, costs and attorney fees, in connection with willful misconduct or unauthorized acts of Representative, its Sub-Representatives and employees.

Censtat shall be responsible to Representative for the actions of its Censtat officers and employees and shall indemnify and hold Representative harmless for any loss incurred, including benefits paid, extra contractual liability, costs and attorney fees, in connection with willful misconduct or unauthorized acts of Censtat or its employees, officers or agents.

Any insurance carrier affiliated with Censtat shall have the right to cancel the license appointment, if any, of the Representative, and Sub-Representatives, and other persons employed by Representative, when, in the opinion of Censtat, the Representative's, or Sub-Representatives' or other employed persons' actions are detrimental to the best interest of Censtat or any insurance carrier affiliated with Censtat.

10. TERMINATION: This Agreement may be terminated by mutual consent at any time, or by either party giving at least 30 days written notice. Censtat may immediately terminate this Agreement for cause upon breach of any condition or warranty of this Agreement. Termination for cause shall result in forfeiture by Representative of any amounts due, but shall not alter Censtat's right to pursue available legal remedies for amounts owed by Representative or its Sub-Representatives or for losses or damages resulting from breach of this Agreement. The duties, obligations and remedies of Sections 5, 6 and 7 of this Agreement shall survive any termination of this Agreement.

11. PROPERTY: Any unused supplies furnished by Censtat to Representative shall remain the property of Censtat and shall be accounted for and returned by Representative on demand or upon termination of this Agreement.

12. WAIVER: No waiver by Censtat 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.

13. COVERAGE LIMITS APPENDICES: Censtat may issue new Coverage Limits Appendices for DPP for each Authorized Account as deemed appropriate by Censtat without amending this Agreement. The issuance of an appendix with a more recent Issue Date shall supersede the previous appendices and shall be incorporated herein upon written notice to the Representative.

14. COMPENSATION APPENDICES: Censtat may issue new Compensation Appendices with specific Compensation for each type of DPP or CLP, or for each account as deemed appropriate by Censtat without amending this Agreement. The issuance of an appendix with a more recent Issue Date shall supersede the previous appendices and shall be incorporated herein upon written notice to the Representative.

- 15. ADVERTISING:** Any advertising or any other material used by the Representative, and its Sub-Representatives, which includes the name of Censtat or Censtat's affiliates which is used to advertise DPP(s) or CLP(s) or any insurance carrier contracted with Censtat or Censtat's affiliates must be approved by Censtat or Censtat's affiliates in writing prior to its use. Approvals granted may be revoked and, upon revocation, Representative, and its Sub-Representatives shall discontinue use of such advertising or material.
- 16. COMMUNICATIONS:** Representative or its Sub-Representatives approves of and agrees to accept information, data and other relevant materials from Censtat or Censtat's affiliates via direct mailings, use of electronic mediums (facsimile, email), and other commercially acceptable means of communication.
- 17. INDEPENDENT CONTRACTOR:** Representative is an independent contractor and no terms of this Agreement shall be construed to create the relationship of an employer and employee between Representative or its Sub-Representatives, and Censtat.
- 18. ASSIGNMENT:** Representative may not assign this Agreement in whole or in part without prior written consent of Censtat.
- 19. MEDIATION AND BINDING ARBITRATION:** All disputes between the parties with respect to this Agreement shall be resolved in the manner provided below:
- (a) If a dispute arises out of or relating in any manner to the subject matter of this Agreement, the dispute shall first be referred to the principal representative of each respective company for resolution. If they cannot resolve the dispute, the parties agree to next try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration.
 - (b) If a dispute arises out of or relating in any manner to the subject matter of this Agreement, or breach thereof, and if the dispute cannot be settled through negotiations or mediation, the dispute shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules.
 - (c) Any dispute handled pursuant to this provision shall be heard by one mediator, or three arbitrators, as the case may be, who must be an active or retired member(s) of a state bar with expertise in the process of deciding disputes and interpreting contracts in the law of insurance and agency. Within 30 days after the commencement of arbitration, each party shall select one person to act as its arbitrator who will serve in a non-neutral capacity. The two party appointed arbitrators shall select a third neutral arbitrator within 30 days of their appointment. If the party arbitrators are unable to or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association.
- Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
- 20. NONEXCLUSIVITY:** Censtat shall have the right to authorize other Representatives and Sub-Representatives to solicit and service CLP's or DPP's in accounts in the states authorized by Censtat.
- 21. ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT:** This Agreement and any endorsement or amendment, and subsequent Appendices of most recent Issue Date, constitute the entire Agreement of the parties. This Agreement supersedes any prior Agreements or understandings that cover the type or types of CLP(s) covered by this Agreement. This Agreement may not be altered, modified or amended except by written amendment signed by both parties. No oral promises or representations shall be binding.
- 22. BINDING EFFECT AND GOVERNING LAW:** This Agreement is binding upon the parties, their successors and assigns. This Agreement shall be governed according to the laws of Nebraska. If any provision is held void, inoperative or unlawful, the remainder of the contract shall continue in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto acting by and through their duly authorized corporate officers have affixed their signatures on the day and date below written.

Censtat Services, Inc.

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| By: _____ | By: _____ |
| Name: Jeffrey J. Wanning_____ | Name: _____ |
| Title: Vice President _____ | Title: _____ |
| Date: _____ | Date: _____ |
| Witness: _____ | Witness: _____ |