

CENTRAL STATES HEALTH & LIFE CO. OF OMAHA
CREDIT INSURANCE DIVISION

GENERAL AGENT'S AGREEMENT

This Agreement is entered into and is effective this _____ day of _____, 20____ by and between **CENTRAL STATES HEALTH & LIFE CO. OF OMAHA**, a Nebraska corporation, herein called the "Company," and _____, herein called the "General Agent".

IT IS, THEREFORE, UNDERSTOOD AND AGREED:

1. **Authorization:** Company authorizes General Agent to appoint Agents on behalf of the Company to solicit and sell the type(s) of insurance products under the terms of this Agreement and attached Appendices. The General Agent represents and warrants that it has the authority to enter into this Agreement and, if General Agent is a corporation, that it is in good standing and authorized to do business in the states covered by this Agreement.
2. **Definitions:** For purposes of this Agreement, the following definitions apply:
 - (a) General Agent: Individual or Corporation to which this Agreement is binding upon.
 - (b) Agent: Individual or Corporation, including all Affiliates, Subsidiaries, and Successors, that the General Agent requests the Company to issue a separate Agent's Agreement, to solicit and sell the type(s) of insurance covered under the terms of such Agreement and attached Appendices.
 - (c) Sub-Agent: Individual appointed or employed by General Agent or Agent to perform functions of an Insurance Agent.
 - (d) Policy: The terms, policy and policies shall mean individual policy and policies or group certificate or certificates, as appropriate, for the insurance product sold.
 - (e) CSO Nonpublic Personal Information: Consumer information supplied by Company or gathered by General Agent, Agents 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.
 - (f) Affiliates: Means 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.
3. **Duties and Scope of Authority:** On behalf of the Company, the General Agent shall have the following duties and authority:
 - (a) The General Agent, all its Agents and Sub-Agents shall be licensed and appointed with Company, according to the laws of the states in which they are to solicit and sell insurance on Company's behalf.
 - (b) Appoint qualified individuals or entities as Agents. All appointments with Agents must be approved by the Company. The Company shall issue a separate Agent's Agreement between the Company and the Agent.
 - (c) Place Group Master Policies, and countersign when required by law.
 - (d) Comply with the written and oral instructions and policies of the Company.
 - (e) Comply with all Federal, state and local laws and regulations.

4. **Limitation of Authority; General Agent Warranties:** General Agent warrants that it will not alter the authority or responsibility of its Agents and Sub-Agents without written authorization from Company.
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 General Agent, its Agents or Sub-Agents are contracted to market and sell. If requested by Company, General Agent shall be responsible for distributing the initial notice in accordance with directions from the Company.
 2. General 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. General 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, General Agent shall not disclose, directly or indirectly, to others any CSO Nonpublic Personal Information. General 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 General Agent to perform its contractual obligations to Company. General 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 General Agent's obligation to maintain the strict confidentiality of the information as required under this Agreement.
 2. General Agent may disclose CSO Nonpublic Personal Information:
 - i. to the extent a consumer has requested that General 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 General 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, General Agent agrees to disclose only that portion of the CSO Nonpublic Personal Information that General Agent is advised by written opinion of counsel is legally required.
- (d) Reporting of Unauthorized Use or Disclosure. General Agent shall report to Company any unauthorized use or disclosure of CSO Nonpublic Personal Information.
- (e) Providing Access. General Agent shall provide a means for individuals to access their own CSO Nonpublic Personal Information which is in General Agent's possession. If individuals notify General Agent of errors in their CSO Nonpublic Personal Information, General Agent shall notify Company, and both parties will coordinate efforts to correct any inaccurate information.

- (f) Requirements of Agents, Sub-Agents and Subcontractors. General Agent shall require that any Agent, 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. General Agent shall report to Company any suspected, attempted, or successful security incidences which involve CSO Nonpublic Personal Information ("Security Breach") within 24 hours of General Agent becoming aware of a Security Breach. Additionally General 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;
 - 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 General 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. General 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 in addition to all other remedies available to Company at law or in equity. Further, General 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 General 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, General 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 General Agent has not retained, in any form, any of the CSO Nonpublic Personal Information; or
 - 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 General 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:**

- (a) The General Agent shall receive Administration Fees as stated on any attached Administration Fee Appendices.
- (b) The Company will pay the General Agent its Administration Fee within ten (10) days following the end of the month the Company received the premium from the Agent.
- (c) Administration Fee payable shall be automatically modified to conform with controlling governmental statute or regulation without prior notice to General Agent.

(d) If Company refunds premiums for any reason, the General Agent shall reimburse to Company Administration Fees on the refunded business in the same proportion as the amount of premium refunded. Company's right to reimbursement shall survive termination of this Agreement.

7. Withholding Administration Fees:

- (a) Administration Fees payable to General Agent may be withheld and applied to deficit balances due the Company by General Agent or its Agents from whatever source or wherever created, including other agreements between General Agent or Agent and Company.
- (b) Company may also withhold Administration Fees from General Agent for business written by its Agents and Sub-Agents who are not licensed and appointed with Company or if Agent has not signed an Agent's Agreement.

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

9. **Responsibility and Indemnification:** General Agent shall be responsible to Company for the actions of its Agents and Sub-Agents, the deficit balances of its Agents, and the actions of other persons employed by it. General 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 General Agent, its Agents and Sub-Agents 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 its Agents, Sub-Agents and employees.

The Company shall have the right to cancel the license appointment of the General Agent, its Agents and Sub-Agents, and other persons employed by it, when, in the opinion of the Company, the General Agent's, its Agents' or Sub-Agents' or other employed persons' actions are detrimental to the best interest of the Company.

10. **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 result in forfeiture by General Agent of any amounts due, but shall not alter Company's right to pursue available legal remedies for amounts owed by General Agent or its Agents or for losses or damages resulting from breach of this Agreement.

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

12. **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.

13. **Maximum Limits Appendix:** Company may issue specific Maximum Limits Appendices by type(s) of insurance, Agent, or state. Company may issue new Maximum Limit Appendices without amending this Agreement. The issuance of an Maximum Limits Appendix with a more recent "Issue Date", shall supersede the previous issue and shall be incorporated herein upon written notice to the General Agent.

14. **Administration Fee Appendix:** Company may issue Administration Fee Appendices with specific Administration Fees to be effective by type(s) of insurance, Agent, 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 General Agent.

15. **Endorsement:** Any advertising or any other material used by the General Agent, its Agents and Sub-Agents, 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, General Agent, its Agents and Sub-Agents shall discontinue use of such advertising or material.
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. **Independent Contractor:** General Agent is an independent contractor and no terms of this Agreement shall be construed to create the relationship of an employer and employee between General Agent, its Agents and Sub-Agents and the Company.
18. **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. This Agreement supersedes any prior Agreements or understandings that cover 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.
19. **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.
20. **Nonexclusivity:** Company shall have the right to appoint other General Agents, Agents, and Sub-Agents in the states covered by this Agreement.

**CENTRAL STATES HEALTH & LIFE CO.
OF OMAHA**

By: _____
 Name: Jeffrey J. Wanning
 Title: Sr. Vice President
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____