

Marketing General Agent Contract For Group Contracting Only



SECTION I - PARTIES

This Marketing General Agent Contract (referred to as "Contract") is made by and between (select only those that apply)

- Aetna Health and Life Insurance Company**, its successor and/or assign (referred to as "Company" singularly or collectively)
- Aetna Life Insurance Company**, its successor and/or assign (referred to as "Company" singularly or collectively)

and you, _____, and shall take effect on the date stated below. This Contract supersedes any prior contract(s) that you may have had with Company, except for terms of prior contract(s) that pertain to compensation, vesting, lien(s) and replacement of policies on business written prior to the effective date of this Contract.

SECTION II - APPOINTMENT, TERRITORY AND RELATIONSHIP

1. The Company selected above appoints the person or entity named above as its Marketing General Agent (referred to as "MGA") with the authority and obligations set forth in this Contract. MGA hereby accepts such appointment and agrees to the terms and conditions of this Contract.
2. MGA shall solicit only in the territory where the Company officially appoints said MGA. MGA does not have the exclusive right to represent Company in any territory. Company reserves the right to appoint other marketing general agents, general agents and agents to represent Company in any territory.
3. MGA understands and agrees that it is an independent contractor, not an employee of Company. MGA is free to use its independent judgment as to the persons from whom applications are solicited and the time, place and manner of solicitation. However, this does not excuse MGA from its duty to comply with Company rules and with those governmental laws and regulations that apply to MGA or Company. If training courses, sales methods and materials, office facilities or similar aids and services are extended or made available to the MGA, it is agreed that the purpose and effect is not to give Company control of the MGA's time or direction or control over the manner or means by which the MGA shall conduct business, but only to assist the MGA in such business and to comply with governmental laws and regulations.

SECTION III - AUTHORITY AND LIMITATIONS

4. Provided MGA is properly licensed and appointed with Company, MGA is authorized to solicit applications for insurance policies on the lives and health of people satisfactory to Company and to collect initial premium payments, but only through checks, drafts or money orders made payable to the applicable underwriting Company. MGA agrees that all cash, checks or monies received by MGA for or on behalf of Company shall be held by MGA in trust for Company and shall be promptly submitted to Company in accordance with the Company's rules and practices.
5. MGA is authorized to: (a) recommend licensed Agents or General Agents for appointment and assignment to MGA. MGA acknowledges and agrees that Company reserves the right to reassign, terminate, refuse to appoint, and/or contract with any such Agents or General Agents in Company's sole discretion; (b) recruit, train and supervise Agents and General Agents appointed by Company and assigned to MGA (such Agents and General Agents are referred to as "Agency") to solicit applications for insurance policies on the lives and health of people satisfactory to Company.
6. MGA's authority to represent Company is expressly limited to the terms of this Contract. By entering into this Contract and accepting Company's authorizations, MGA agrees to the following:
 - (a) To be knowledgeable of, and comply with, all applicable licensing requirements, laws and regulations of the jurisdiction(s) in which MGA operates; to ensure that Agency appointed under the terms of this contract comply with all applicable licensing requirements in the jurisdiction(s) in which they conduct business and to monitor their continued compliance of such laws by completing all required continuing education or other licensing requirements; and to notify Company immediately if any such license is terminated, suspended or revoked;
 - (b) To be knowledgeable of and comply with the rules, policies and procedures of Company, including but not limited to: market conduct standards, ethical guidelines, underwriting practices, application procedures, policy delivery procedures, licensing and appointment practices, client services and support responsibilities, and all other areas of conduct of Company as contained in rate manuals, producer guides, authorized software, and other communications directed to MGA from time to time by Company;
 - (c) To be competent and knowledgeable in the insurance products for which MGA is authorized to solicit applications and in the consumer needs they are designed to address; to explain to clients and potential clients the terms and benefits of such insurance products for which MGA solicits an application; and not to make untrue or misleading statements with respect to such insurance products;
 - (d) To accept the responsibility to ensure that sales of insurance products comply with all applicable federal, state and local laws, rules and regulations;
 - (e) To supervise and be responsible for its Agency, employees and others acting on MGA's behalf and to indemnify Company for its losses resulting from the acts and omissions of its Agency, employees and others acting on the MGA's behalf;
 - (f) That all applications submitted for Company insurance products are subject to acceptance or rejection by Company in its sole discretion, except when an application is correctly completed and received for an applicable open enrollment period or guaranteed issue situation;
 - (g) Not to: (i) extend the time for payment of any premium; (ii) quote premiums or rates other than specified or published by Company and; (iii) waive or modify any terms, conditions, or limitations of a policy issued by Company;
 - (h) Not to adjust or settle any claim or commit Company with respect to any claim;
 - (i) Not to offer, pay, or allow to be offered or paid, as an inducement to any proposed insured or applicant, a rebate of premiums, policy fees or any other inducement not specified in the insurance product, except as may be expressly allowed by law and in compliance with state rules and regulations;
 - (j) Not to directly or indirectly induce or attempt through any means to induce any policyholder of Company to cancel, lapse, fail to renew, or replace any policy issued by Company for the purpose of purchasing a replacement policy from an entity other than Company;

- (k) Not to directly or indirectly induce or attempt to induce any agents or employees of Company to terminate their relationship with Company;
- (l) To notify Company immediately if MGA becomes aware of any consumer complaint, inquiry, investigation, litigation or other matter arising out of the sale of insurance products under this Contract, and to assist Company in responding to or resolving such matter;
- (m) Not to publish, use or distribute any advertising, marketing or sales materials of any type referencing Company's or Aetna Inc.'s name, insurance products, logos or services or which are designed to solicit and/or sell Company's or Aetna Inc.'s insurance products without first obtaining our prior written approval to do so. This includes, but is not limited to, websites, illustrations and materials used at the point of sale or to generate leads;
- (n) Not to cross-sell any lead provided by the Company. MGA agrees to solicit American Grandparents Association leads only for ALIC group Medicare Supplement products. If a lead to a AAA member is provided, MGA agrees only to solicit for AHLIC group Medicare Supplement products.

SECTION IV - LIEN AND SET-OFF

7. MGA agrees to grant Company a valid first lien on all commissions, service fees and any other compensation payable under this or any prior contract with Company as security for the payment of any and all debts or claims due or to become due to Company from the MGA. Company may charge and set off any such amounts due from compensation payable. In addition, MGA agrees to pay interest on any such outstanding indebtedness at the maximum rate of interest permitted by law. In the event of default on any debt or claim due or to become due to Company from the MGA, the Company is authorized, without notice and without any judicial action, to foreclose its lien by crediting any or all of such commissions, service fees or other compensation, accrued or to accrue, toward the reduction of such debt or claim. The lien created hereby shall not be extinguished by termination of this Contract.

SECTION V - COMPENSATION

"Compensation" - means first year, renewal and override commissions and other forms of remuneration earned by MGA in connection with the sale of Company's insurance products.

8. **Personal Production** - Company will pay MGA first year commissions and renewal commissions at the rates and for the policy years set forth on the Schedule of Commissions herein, as amended from time to time, when the respective premiums on policies personally produced by MGA are actually due and paid to the Company. If a policy personally produced by MGA is lapsed for non-payment of premiums and is subsequently reinstated, except when through the direct efforts of the MGA, the payment of future Compensation shall be governed by the Company's then current rules and practices.
9. **Agency Production** - MGA shall receive first year override commissions and renewal override commissions on the business produced by Agency while this contract is in force. Such first year override and renewal override commissions shall be for MGA's services in recruiting, training and supervising the members of Agency and shall be at the rates shown in the Schedule of Commissions herein, subject to the following provisions:
- (a) First year override commissions and renewal override commissions shall be equal to the difference (if any), at the time each policy is issued, between the commissions provided in the Schedule of Commissions herein and the total Compensation provided in the contracts of the members of Agency.
 - (b) Upon termination of any contracts of members of Agency, any Compensation that is no longer payable pursuant to the members' contracts shall not be used to increase the Compensation payable to MGA.
 - (c) Where the Company pays all of the first year and renewal commissions directly to MGA on business produced by members of the Agency, MGA agrees to accept full responsibility and liability for prompt and full payment of all such commissions to MGA's Agents pursuant to the terms of MGA's separate agreement with such Agents. In addition, MGA agrees to keep appropriate commission accounting records and to send commission statements to such Agents. If a member of the Agency is terminated for cause, Company may terminate payment of future Compensation to MGA on business produced by said member.
10. The Company shall mail to the last known address of MGA as reflected on Company records a statement showing Compensation and deductions made within the monthly accounting period or at such other accounting period as determined by Company. Each statement is deemed to be correct and accurate unless objection is made in writing within thirty (30) days of the date of the statement. If the net Compensation payable in any accounting period is less than twenty-five dollars (\$25), then payment will be deferred until accrued Compensation exceeds twenty-five dollars (\$25).
11. Any rule or policy of Company regarding issues such as payment of Compensation, replacement of policies, conversions or underwriting requirements, in effect at the time the Compensation is earned, may affect the Compensation paid to MGA and may reduce the Compensation otherwise payable pursuant to the Commission Schedules. In addition, all Compensation payable is subject to adjustment due to limitations and/or restrictions imposed by any applicable laws or regulations.
12. MGA agrees to repay Company, by charge back or direct payment, the amount of Compensation previously paid to MGA if, for any reason and at any time during or after the term of this Contract, Company refunds any premium or other monies paid on any sale made by MGA under this Contract. Examples of such circumstances may include but not be limited to: returns during free look or extended free look periods, waiver of premium, premature surrender or termination of a policy, Compensation is unearned, or Compensation was paid in error. Commissions will not be paid on interim term premiums, premiums waived, premiums increased, or premiums paid in advance (except as they are applied toward payment of the current premium).

SECTION VI - TERMINATION

13. Except where a longer notice period is required by law, either party for any reason and without cause may terminate this Contract by giving the other party at least fifteen (15) days prior written notice, such notice to be delivered either personally, by first-class U.S. Mail or by a nationally recognized overnight courier to the party's last known address.
14. This Contract may be terminated immediately for cause without prior notice. For purposes of this Contract, "cause" shall include, but not be limited to, the following acts by MGA:
- (a) A violation of any of the material terms or provisions contained in this Contract including, but not limited to, Paragraph 6 hereof;
 - (b) Fraudulent, dishonest or illegal act adversely affecting the Company;
 - (c) Withholding or misappropriating funds belonging to the Company, its policyholders or applicants for any reason;
 - (d) Voluntarily surrendering or agreeing to the temporary suspension of MGA's license after being cited for misconduct by any governmental authority exercising jurisdiction over MGA;
 - (e) Willful violation of the laws, rules or regulations of any jurisdiction or any governmental authority exercising jurisdiction over MGA; or
 - (f) Willful violation of any provisions of the HIPAA Producer Conduct Rule.

15. If Company believes it may have the right to terminate this Contract for cause, the Company can notify MGA that it is suspending this Contract while it investigates whether cause for termination exists. This suspension can be imposed in place of terminating the Contract in order to provide time for determining the facts. Until a suspension is withdrawn by Company, it has the same effect on MGA's rights to compensation and authority to represent Company hereunder as does termination. Company will notify MGA whether the suspension is to be withdrawn or the Contract is to be terminated for cause. If the suspension is withdrawn, all accumulated compensation will be paid to the MGA. No interest shall be payable on any compensation withheld under this Paragraph and subsequently paid. If the Contract is terminated, the termination shall take effect as of the date MGA was sent the notice of suspension, and no further compensation shall be due or payable hereunder for any reason after the date of termination.
16. This Contract terminates automatically in the event:
- (a) Of MGA's death, if MGA is a natural person; or
 - (b) Any license or registration MGA is required to maintain under the terms of this Contract is canceled, revoked or not renewed; or
 - (c) If MGA is a corporation, limited liability company or partnership, MGA is dissolved, or ceases to exist.

SECTION VII - VESTED COMPENSATION

17. Compensation due and payable to MGA will be fully vested and payable to MGA after termination of this Contract subject to the following provisions:
- (a) If such termination is for any cause other than MGA's death or MGA's violation of any of the terms or provisions of this contract, MGA will receive first year commission, first year override commission, renewal commission, and renewal override commission as provided in Paragraphs 8 and 9 hereof.
 - (b) If such termination is due to the death of the MGA, the first year commission, first year override commission, renewal commission and renewal override commission as provided in Paragraphs 8 and 9 hereof, unless assigned, will be paid to the surviving spouse. Otherwise the commission will be paid to the executors, administrators or assigns of MGA.
 - (c) If MGA is terminated for "cause", in accordance with Paragraph 14, at, before or after such termination, all Compensation due or to accrue to the MGA under this Contract and Schedule of Commissions or any previous contract and Schedule of Commissions between MGA and Company shall be forfeited to Company. Forfeited Compensation will not be applied to offset any indebtedness owed by MGA to Company.
 - (d) No Compensation shall be payable after such termination except as provided in this Paragraph 17, and all Compensation otherwise payable hereunder shall be subject to the lien established in Paragraph 7 and to any assignments by MGA.
 - (e) If after termination of this contract the net Compensation paid to MGA in a calendar year is an amount less than Three Hundred Dollars (\$300), then Company's obligation to pay Compensation in all subsequent years will terminate.

SECTION VIII - RECORDS AND SUPPLIES

18. MGA shall keep correct accounts and records of all business transacted and money collected for Company, which accounts and records shall be open at all times to inspection and examination by Company's authorized representatives. All accounts, records, rate books, application forms, advertising materials, Company literature or any other supplies furnished MGA by Company are the property of Company and shall be returned to Company immediately upon termination of this Contract at MGA's expense.

SECTION IX - RESERVED RIGHTS OF COMPANY

19. Company may exercise at any time, in its sole discretion, the following rights:
- (a) To change, amend or adopt rules and practices from time to time establishing
 - [i] First year commissions and renewal commissions for all policies, whether or not listed in the Schedule of Commissions, including but not limited to, changing, withdrawing, amending or altering such Schedule of Commissions;
 - [ii] Commissions on any new policy, which in the judgment of Company is a changed policy, taking the place of a terminated policy issued by Company;
 - [iii] Commissions on conversions;
 - [iv] Commissions on reinstated policies.
 - (b) To withdraw the future issuance of any policy;
 - (c) To withdraw from any territory;
 - (d) To modify or change its premium rates;
 - (e) To adopt rules and practices from time to time relating to any matter not otherwise provided in this Contract.

SECTION X - WAIVER

20. No act of forbearance on the part of the Company to enforce any of the provisions of this Contract shall be construed as a modification of this Contract, nor shall the failure of either party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

SECTION XI - ASSIGNMENT

21. The MGA shall not assign this Contract or any compensation payable hereunder without the prior written consent of the President of the Company.

SECTION XII - MODIFICATION OR AMENDMENT

22. Any modification or amendment of this Contract must be in writing and properly executed by MGA and the President of Company.

SECTION XIII - LAW, JURISDICTION AND VENUE

23. This Contract shall be governed and construed pursuant to the laws of the State of Tennessee. Any action, suit or proceeding between the parties to this Contract, whether or not such action arises from this Contract, shall be filed in the state courts or federal courts respectively located in Williamson County and Davidson County, Tennessee. The Tennessee courts (state and federal), only, will have jurisdiction over any controversies regarding this Contract, and the parties hereto consent to the jurisdiction of said courts and said courts shall be the proper forums, solely and exclusively, for adjudication of any matters regarding or relating to this Contract or any matter between the parties. The parties agree to waive their rights to a trial by jury in any action, suit or proceeding that may arise under this Contract or that may arise for any reason between the parties.

SECTION XIV - SOLE AGREEMENT

24. This Contract, including all exhibits, Producer Conduct Rule and Schedule of Commissions as may be attached and incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter hereof, both oral and written. This Contract may only be amended in writing signed by both parties, including the President of this Company, except as amended by the Company itself, pursuant to Paragraph 19 of this Contract. There are no oral or written collateral representations, agreements or understandings between or by the parties except as provided in this Contract. The parties understand and agree that after the Contract has been executed, the Company shall destroy the original and the parties shall thereafter rely upon true and correct copies thereof which shall serve the same purposes as the original.

SECTION XV - SAVINGS CLAUSE

25. If any provision of this Contract shall be contrary to the laws of the particular state, country or jurisdiction where used, such contrary provision shall not entirely invalidate this Contract, and this Contract shall be construed as not containing the particular provision held to be invalid in such state, country or jurisdiction and the rights and obligations of the MGA and the Company shall be construed and enforced in such a manner as nearly as possible to effect the intent and purposes of the Contract.

SECTION XVI - SURVIVAL PROVISIONS

26. All provisions of this Contract which show by their intent, or which may be reasonably implied by their context, to survive the termination of this Contract, shall be so construed, and the parties shall liberally construe the survival of all provisions contained within this Contract.

SECTION XVII - PRIVACY AND NONDISCLOSURE OF FINANCIAL AND HEALTH INFORMATION

27. The parties hereby acknowledge that their relationship under this Contract may invoke some of the obligations and duties under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Therefore, the party receiving the Confidential Information shall be solely responsible for maintaining the security of such Confidential Information and for complying with that party's respective obligations and duties under HIPAA. The "Producer Conduct Rule" establishes MGA's obligations under HIPAA and MGA acknowledges receipt of the Producer Conduct Rule, which is fully incorporated herein by reference.

SECTION XVIII - ERRORS AND OMISSIONS COVERAGE

28. MGA agrees to maintain liability insurance against claims for damages based on actual or alleged professional errors or omissions at all times during the term of this Contract, in an amount and with an insurer reasonably acceptable to Company. Proof of such insurance coverage shall be furnished to Company upon request, and MGA shall notify Company immediately if for any reason such insurance coverage ceases to be in effect.

SECTION XIX - INDEMNIFICATION

29. MGA agrees to indemnify and hold Company harmless from any and all expenses, reasonable attorney fees, costs, causes of action and damages resulting from and in consequence of the negligence, recklessness or intentional misconduct of MGA or others acting for or on behalf of MGA, including Agents and General Agents, including, but not limited to, failure to comply with the provisions of this Contract. MGA shall defend any such claim, action, suit, or proceeding which may be brought against Company and all expenses, costs and attorney fees incurred in connection therewith shall be paid by MGA. Company agrees to indemnify and hold MGA harmless from any and all expenses, reasonable attorney fees, costs, causes of action and damages resulting from and in consequence of the negligence, recklessness or intentional misconduct of Company or its employees. The provisions of this section shall survive the termination of this Contract.

HOME OFFICE USE ONLY	EFFECTIVE DATE This Contract shall take effect as of _____.
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IN WITNESS WHEREOF, MGA and Company have entered into this agreement through their duly authorized representatives on the dates set forth below.

Aetna Health and Life Insurance Company
By: _____
Title: Chief Marketing Officer
Date Signed: _____

Agent By: _____ Title: _____ Date Signed: _____

Aetna Life Insurance Company
By: _____
Title: Chief Marketing Officer
Date Signed: _____

COMPLETE IF MGA IS INCORPORATED OR LIMITED LIABILITY COMPANY

FOR AND IN CONSIDERATION OF Company's execution of this Contract and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees to be personally bound by all of the terms and obligations of Contract and does hereby personally guarantee the performance of all provisions and obligations of the MGA in this Contract.

Date Signed

Personal Signature



Aetna Health and Life
Insurance Company

Aetna Life
Insurance Company

Aetna Companies

800 Crescent Centre Dr., Suite 200

Franklin, TN 37067

Tel: 855 663.2204 option 3, 5

Fax: 866 618.4993

AETSSContracting@Aetna.com

Commission Advance Addendum For Group Contracting Only

from Aetna Health and Life Insurance Company (AHLIC) and
Aetna Life Insurance Company (ALIC)

Page 1 of 3

- Please fill in all appropriate information and sign where necessary.
- **Please print clearly** using blue or black ink.
- If completing electronically, fill in all blue highlighted areas.
When complete, print form, sign, and return.
- Keep a copy of this form for your records.
- This is an addendum to the contract. A contract is required with each legal entity for which you wish to sell.

1. Financing Agreement

The Producer requests commission advancing.

If approved by the Company, advancing will apply to all policies issued under the applicable Company Contract; except that (a) policies issued on the agent and the agent's immediate family members or (b) reissued policies do not qualify for advancing under this Addendum.

This Financing Agreement is not effective until it has been approved in writing by Company and Producer shall have executed a Note and Security Agreement and this Financing Agreement in a form satisfactory to Company. Moreover, Company shall have the right to discontinue advancing at any time without prior notice and for any reason, which shall include, without limitation, a Producer's existing debit balance, low production, poor business persistency or bankruptcy filing.

Company and the undersigned Producer agree that loans hereunder shall be secured by a Note and Security Agreement executed by the undersigned Producer, to which reference is made.

It is expressly understood and agreed that all payments made to the Producer under this Financing Agreement shall at all times be considered as loans, fully secured under the terms of said Note and Security Agreement, and that such Note shall be repayable upon demand regardless of whether or not the undersigned has any commissions earned, payable or to be payable. The undersigned hereby agrees to pay and be responsible for any and all loans to: 1) the undersigned; 2) the undersigned's Agency; and, 3) agents assigned to Producer ("Agency Members") for which Producer is responsible under Producer's contract with Company, or under Financing Agreements entered into by Company and such Agency Members.

Producer expressly acknowledges that Company makes no representation to Producer that it will lend, now or in the future, any money to Producer. Producer acknowledges that any expense Producer incurs in the development of any business will not be in reliance upon loans to be made by Company in the future and, to the extent that Producer develops business in expectation of future loans, such development will be at Producer's sole risk. In order to avoid any misunderstanding in the future, the parties agree that they may not amend the foregoing provisions unless such modification is reduced to writing and signed by each of the parties.

2. Note and Security Agreement

For value received, the undersigned Producer and personal guarantor, if applicable, jointly and severally, promise to pay on demand by and to the order of Aetna Health and Life Insurance Company and/or Aetna Life Insurance Company (hereafter collectively called "Company"), the principal sum of all indebtedness resulting from loans to Producer in accordance with the Company Financing Agreement and any remuneration, special advances, fees, charge backs, dues, interest or any other charges to Producer's accounts (herein collectively called "debit balance") which Producer agrees may be used to establish the amount of indebtedness hereunder. Furthermore, Producer agrees to pay all indebtedness incurred by agents assigned to Producer ("Agency Members") for which Producer is responsible under Producer's contract with Company, or under Financing Agreements entered into by Company and such Agency Members, if such indebtedness is not satisfied within thirty days of such Agency Member's termination or upon thirty days written notice by Company. Upon thirty days written notice or upon notice of termination of Producer's contract for any reason, parties acknowledging below agree to immediately pay Producer's debit balance, in full, in cash or by cashier's check payable to Company.

Commission Advance Addendum

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2. Note and Security Agreement *(continued)*

The Producer agrees that an account will be maintained in Producer's name by Company, and that pursuant to Producer's contract with Company, all amounts advanced or charged to Producer are indebtedness under this Note and bear interest as provided herein. Producer hereby agrees and consents to the assignment of this Note and Security Agreement to any bank and/or any third party assignee. Producer hereby authorizes Company to apply earned commissions under Producer's contract with Company to this debit balance account until such time that actual earnings exceed the amounts loaned plus other amounts for which Producer may be responsible.

To assure that debit balances hereunder will be repaid, Producer hereby assigns, transfers and conveys to Company a first lien upon the following: any commissions, service fees, bonuses or other compensation payable to Producer by Company or by any Company affiliates; and all credits and value from property held in Producer's name by Company or its affiliates. By execution hereof, Producer assigns to Company all of the above which will be security for indebtedness hereunder. Upon default the holder hereof shall have all rights and remedies of a secured party under applicable provisions of the Tennessee Uniform Commercial Code or other provisions of applicable law.

The current interest rate on this Note shall be 1% per month on unpaid balance of Producer's account or the maximum legal rate under applicable law, whichever is less. Notwithstanding anything to the contrary, Producer shall not be required to pay more interest for any period than the maximum legal rate permissible under applicable law.

This Note and Security Agreement ("Agreement") shall survive the termination of all contractual relationships between Producer and Company. Producer further agrees that in the event it becomes necessary to enforce payment of this Agreement through legal action, Producer will also pay the responsible attorneys' fees and court costs incurred by Company or its affiliates in enforcing this Agreement. All amounts due hereunder shall be payable at the Company office, and since this Agreement is partly to be performed in Tennessee, suit may be brought hereunder in Williamson County, Tennessee.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

3. Disclosure of intent to obtain consumer reports

This is to advise you that the Company may obtain one or more consumer reports with respect to establishing your eligibility for commission advancing, employment, appointment, promotion, reassignment, and/or retention as an employee, agent, and/or representative of the Company, or one or more of its affiliates. If requested, the report will be obtained from the investigative consumer reporting agencies named below:

Business Information Group, Inc., P.O. Box 541, Southampton, PA 18966, phone 800 260.1680

Equifax Credit Information Services, Inc., P.O. Box 740241, Atlanta, GA 30374, phone 800 685.1111

If a consumer report is obtained and you reside in a state with a legal requirement to provide a free copy of the consumer report upon request, we will automatically instruct the consumer reporting agency to send you a copy of the report at no charge. The report may contain information regarding your character, general reputation, personal characteristics and mode of living. The nature and scope of the report is: financial and credit history, criminal records search, licensing and disciplinary action history, and employment history verification.

Commission Advance Addendum

4. Acknowledgement

Complete and return to:

Fax
866 618.4993

Email
AETSSICContracting@Aetna.com

You will be charged interest for advances received at the rate of 1% per month or the maximum legal rate, whichever is less. Refer to Section 2 for details.

Type of contract *Select one*

General Agent Managing General Agent

Producer *Name of entity or individual*

.....

Entity *Select one or more*

Aetna Health and Life Insurance Company (AHLIC)

- All policy premium modes and direct bill

Aetna Life Insurance Company (ALIC)


- All policy premium modes and direct bill


Advance period

	6 months	9 months	12 months
Issued policies:			
Medicare Supplement	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

The Producer named above:

- Requests commission advancing as indicated above.
- Agrees to the Terms of this Addendum.
- Authorizes the Company to procure one or more consumer reports and to share the information obtained therefrom with each other with respect to establishing my eligibility for commission advancing, employment, appointment, promotion, reassignment, and/or retention as an employee, agent, and/or representative of Aetna Inc., or one or more of its affiliates.
- If Producer is incorporated or is a limited liability company:
For and in consideration of Company's advancing commissions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees to be personally bound by all of the terms and obligations of this Financing Agreement and Note and Security Agreement and does hereby personally guarantee the performance of all provisions and obligations of the Producer hereunder.

 The parties accept full responsibility and are held liable for all debts incurred from this Commission Advance Addendum to the producer's contract.

 Officer title is required if Producer is incorporated or is a limited liability company.

Corporation _____ Date _____
.....

Producer's signature _____ Title _____
X

General Agent's/Managing General Agent's signature _____
X

Home office use only.

Company approval

Signature of authorized official	Date
X



Aetna Health and Life Insurance Company
Aetna Life Insurance Company

Aetna Companies
 800 Crescent Centre Dr., Suite 200
 Franklin, TN 37067
 Tel: 855 663.2204 option 3, 5
 Fax: 866 618.4993
 AETSSContracting@Aetna.com

Producer Information And Appointment Form (PIF) For Group Contracting Only

from Aetna Health and Life Insurance Company (AHLIC) and
 Aetna Life Insurance Company (ALIC)

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- **Please print clearly** completing all fields using blue or black ink, and **initial any corrections**.
- If completing electronically, fill in all blue highlighted areas. When complete, print form, sign, and return.
- Keep a copy of this form for your records.

1. Form purpose

Select all that apply.

- Initial Appointment/Additional Company Appointment** *Complete all sections.*
- Additional State Appointment with Current Companies** *Complete the appropriate Sections 2-4 and sign and date Section 9.*
- EFT Setup** *Complete Sections 2, 3 and 8 and sign Section 9 in order to authorize payments.*
- Hierarchy Change** *Complete Section 10.*

2. Individual applicant appointment information

Entity Select all that apply

- Aetna Health and Life Insurance Company (AHLIC)
- Aetna Life Insurance Company (ALIC)

Name *First, Middle, Last, Suffix (As it appears on your Resident License)*

.

Social Security Number (SSN)

National Producer Number (NPN)

.

.

Date of birth

Gender

.

Female

Male

Residential address *(Not a P.O. Box)*

.

City

State

Zip

.

.

.

Business address *(P.O. Box accepted)*

.

City

State

Zip

.

.

.

Preferred phone

Secondary phone

Fax

.

.

.

Preferred mailing address *Select one* E-mail address

Residential Business

.

.

Attach a separate sheet if more space is required for additional names.

Previous names *List all other names or aliases you have used in the last 7 years*

.

3. Incorporated Entity, Partnership or LLC appointment information



Proceed to Section 4 if you are not Incorporated, a Partnership, or LLC.

Appointment type entity *Select one*

Partnership

LLC

Incorporated Entity

Officer should complete Section 3.

Entity name *As it appears on your Domicile State License*

Tax Identification Number (TIN)

.

.

Entity address

.

City

State

Zip

.

.

.

Entity phone

Entity fax

.

.

Website address

E-mail address

.

.

Producer Information And Appointment Form (PIF)

4. Appointment states requested



Attach applicable licenses for states listed.

Resident license state

Non-resident state(s) where appointment is requested

.....

Counties in which appointment is requested (*Florida only*)

.....

5. Business practices questions

If you answer "Yes" to any of these questions, provide details in the corresponding fields of Section 6.

If completing for an officer and entity, indicate details for yes answers for each as appropriate.

	Individual/Officer		Entity	
	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
1. Have you ever had an insurance or securities license denied, suspended, cancelled or revoked?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Has any regulatory body ever sanctioned, censured, penalized or otherwise disciplined you?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Has any state, federal or self-regulatory agency filed a complaint against you, fined, sanctioned, censured, penalized or otherwise disciplined you for a violation of their regulations or state or federal statutes?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Has a bonding or surety company ever denied, paid on or revoked a bond for you?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Has any Errors & Omissions (E&O) carrier ever denied, paid claims on or cancelled your coverage?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. In the past ten years, have you personally filed a bankruptcy petition or declared bankruptcy?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. In the past ten years, has any insurance or securities brokerage firm with whom you have been associated filed a bankruptcy petition or been declared bankrupt either during your association or within five years after termination of such association?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. Are there any unsatisfied judgments, garnishments or liens against you?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. Are you in debt to any insurance company?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. Have you ever been convicted of, or pled guilty or no contest to any felony or misdemeanor other than a minor traffic offense?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. Are you currently a party to any litigation or a subject of any investigation(s)?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. Have you ever had an appointment with another insurance company denied or terminated for cause?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



If the answer to all questions is "No," you do not need to complete Section 6. Please proceed to Section 7.

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6. Business practices details



If you answered "Yes" to any of the questions in Section 5, provide details for the corresponding question(s) only. Attach a separate sheet with question number and details if more space is required for additional information.

Question 1: Insurance or securities license denied, suspended, cancelled or revoked

Month and year

Action taken and reasons

•

•

Your account of the circumstances leading to the situation

•

•

Question 2: Sanction, censure, penalty or other action against you by regulatory body

Month and year

Action taken and reasons

•

•

Nature of the activity resulting in the fine or disciplinary action

•

Your account of the circumstances leading to the situation

•

•

Question 3: Complaint, fine, sanction, censure, penalty or other disciplinary action against you for violation of any state, federal or self-regulatory agency regulations or statutes

Month and year

Amount of the fine and/or specific disciplinary action taken

•

•

Nature of the activity resulting in the fine or disciplinary action

•

Your account of the circumstances leading to the situation

•

•

Question 4: Bond denied, paid on or revoked for you by bonding or surety company

Month and year

Reason for denial, payment or revocation

•

•

Your account of the circumstances leading to the situation

•

•

Amount of the payment

\$

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6. Business practices details (continued)

Question 5: Coverage denied, paid claims on, or cancelled by any E&O carrier

Month and year

Nature of the circumstances resulting in the claim

.

.

Disposition of the claim

.

Amount claimed

Amount paid by E&O carrier *If any*

\$

\$

Your account of the circumstances leading to the situation

.

.

Question 6: Filing of personal bankruptcy petition or declared bankruptcy in past 10 years

Date of discharge *mm/dd/yyyy*

For Chapter 7, 11 and 12

Reason for filing (i.e., divorce, loss of employment, business failure, etc.)

.

.

Provide type of business and role/relationship in the business *If result of business failure*

.

Amount discharged

Average annual income for the last two years

\$

\$

For any outstanding obligations not discharged in bankruptcy, (i.e., taxes, mortgage, car, etc.) provide:

Amount

Explanation of obligation

\$

Payment schedule amount

Frequency *i.e., weekly, monthly, etc.*

Current balance

\$

.

\$

For Chapter 13

Date of filing *mm/dd/yyyy*

Date of discharge *mm/dd/yyyy*

.

.

Reason for filing (i.e., divorce, loss of employment, business failure, etc.)

.

.

Provide type of business and role/relationship in the business *If result of business failure*

.

.

If payments are still being made please provide.

Amount

Frequency *i.e., weekly, monthly, etc.*

\$

.

Projected completion date *mm/dd/yyyy*

Current balance

.

\$

Average annual income for the last two years

\$

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6. Business practices details (continued)

Question 7: Bankruptcy petition or declaration filed by any insurance or securities brokerage firm with whom you have been associated (either during your association or within 5 years after termination of such association)

Approximate filing date *mm/dd/yyyy* Your position with company

•

If you are an officer of the company or directly involved with circumstances leading to filing, please provide:

Reason for filing

•

Your specific involvement

•

Question 8: Unsatisfied judgments, garnishments or liens against you

Month and year

Judgments/garnishments

Reason the judgment/garnishment was obtained and your specific involvement

•

Payment schedule amount

Frequency *i.e., weekly, monthly, etc.*

\$

Original amount of the judgment/garnishment

\$

Outstanding amount of the judgment/garnishment

\$

Average annual income for the last two years

\$

Liens

Name of company placing lien

State

Month and year

•

Reason for the lien and your specific involvement

•

Original amount of the debt

Current balance

\$

\$

Payment schedule amount

Frequency *i.e., weekly, monthly, etc.*

\$

•

Projected completion date *mm/dd/yyyy*

•

Average annual income for the last two years

\$

Question 9: Debt to any insurance company

Month and year debt began

Name of insurance company(ies)

•

Reason for the debt and your account of the situation

•

Original amount of the debt

Current balance

\$

\$

Payment schedule amount

Frequency *i.e., weekly, monthly, etc.*

\$

•

Projected completion date *mm/dd/yyyy*

•

Average annual income for the last two years

\$

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6. Business practices details (continued)

Question 10: Any conviction of, or guilty plea or no contest to, a felony or misdemeanor other than minor traffic offense

Month and year

Description of the conviction or plea and your account of circumstances leading to the situation

.....

Type of conviction *Misdemeanor or felony*

.....

Final disposition *Fine, probation, jail, etc.*

Have all requirements been satisfied?

Yes

No

Statute violated

.....

City/county and state where violation occurred

.....

Question 11: Party to any litigation or a subject of any investigation(s)

Month and year litigation began

Litigation

Circumstances surrounding the litigation *Including your account of the situation*

.....

.....

How are you directly involved in the litigation?

.....

.....

Amount of damages claimed

\$

Current status

.....

Investigation

Month and year investigation began

Name and jurisdiction of investigating entity

.....

Circumstances surrounding the investigation *Including your account of the situation*

.....

.....

Current status

.....

.....

Question 12: Appointment with any insurance company denied or terminated for cause

Description of the denial/termination, including name of insurer, and your account of circumstances leading to the situation

.....

.....

.....

.....

Producer Information And Appointment Form (PIF)

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7. Disclosure of Intent to Obtain Consumer Reports

Please review and print for your records the Disclosure of Intent to Obtain Consumer Reports.

This is to advise you that the Aetna companies may obtain one or more consumer reports with respect to establishing your eligibility for employment, appointment, promotion, reassignment, and/or retention as an employee, agent and/or representative of the Aetna companies.

If requested, the report may be obtained from one of the investigative consumer-reporting agencies named below or another investigative consumer-reporting agency:

Business Information Group, Inc.
P. O. Box 130
Southampton, PA 18966
800 260.1680

Equifax Credit Information Services, Inc.
P. O. Box 740241
Atlanta, GA 30374
800 685.1111

If a consumer report is obtained and you reside in a state with a legal requirement to provide a free copy of the consumer report upon request, we will automatically instruct the consumer reporting agency to send you a copy of the report at no charge.

The report may contain information regarding your character, general reputation, personal characteristics and mode of living. The nature and scope of the report is: financial and credit history, criminal records search, licensing and disciplinary action history, and employment history verification.

For California Resident Agents Only

Pursuant to the California Investigative Consumer Reporting Agencies Act, the Aetna companies are required to provide you with the summary of provisions listed below.

California Investigative Consumer Reporting Agencies Act Summary of the Provisions of Section 1786.22

- (a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
1. In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
 2. By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
 3. A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- (c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer-reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.
- (d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.
- (e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.

Producer Information And Appointment Form (PIF)

8. Electronic funds transfer (EFT) *Complete this section to authorize automatic electronic transfer of commission payments*

You must sign on the signature line at the bottom of this page to authorize and receive commission payments via EFT. Sections 2 and 3 must be completed.

If completing this section for an officer and an entity, the EFT authorization will apply to the entity.

You may either attach a voided bank check or complete all information in this section as it appears on your check.

This is an example of a personal check. A business check may be different.

Institution name for deposit

.....

Routing number

.....

Account number

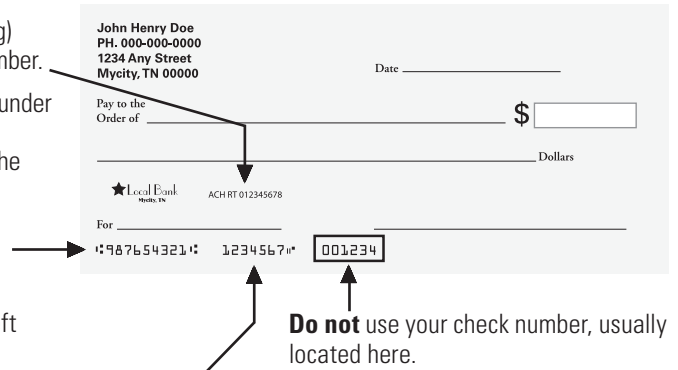
.....

To find the routing and account numbers

For checks with an ACH RT (Automated Clearing House Routing) number, please use this routing number.

For checks with "payable through" under the bank name, please contact the financial institution to help obtain the correct Routing Number.

For all other checks, use the nine-character routing number, which appears between the **⦿** symbols, usually at the bottom left corner of the check.



The account number is up to 17 characters long and appears next to the **⦿** symbol at the bottom of the check and usually to the right of the bank routing number.

9. Acknowledgment and signature

The Aetna companies listed at the top of page 1 are referred to as the "the Company," "us," "our" and "we" in this section.

The appointment applicant is referred to as "you" and "your" in this section.

When submitting for an officer and an entity, this acknowledgement applies for both.

By signing below, you

- Certify that you have read, understood, and agree to comply with all provisions contained in your producer contract, Commission Advance Addendum as applicable, which may be downloaded and printed at: www.aetnaseniorproducts.com (Prospective Agent). You may also request a copy by calling 800 264.4000 option 3, 5.
- Agree to accept official correspondence from the Company electronically, using your last e-mail address known to the Company. You further agree to notify the Company if you change your e-mail address and/or if you can no longer accept electronic communications.
- Acknowledge that you have received and read the **'Disclosure of Intent to Obtain Consumer Reports'** and consent and authorize the Aetna companies to obtain additional background information, as we deem necessary, through independent investigation, FINRA CRD reports and/or through an investigative consumer reporting agency (consumer reporting agencies including but not limited to those identified in the 'Disclosure of Intent to Obtain Consumer Reports') consumer report (collectively, 'background reports').
- Authorize us to share the information contained in this PIF or any other information that we may obtain, including background reports, with our affiliates for the purposes of establishing your eligibility and/or continuing eligibility for appointment with us and our affiliates as well as any other disclosure required by law.
- Authorize your employers and other insurance companies you are or have been appointed with to release any and all information that they may have about you, personal or otherwise, to us and you release all such parties from all liability that may result from furnishing this information.
- Understand and agree that your appointment will, in part be based upon this PIF and the background report information and that any information that you provide that is inaccurate or incomplete shall be grounds for termination of your appointment.
- Certify that you have not been convicted of any criminal felony involving dishonesty or breach of trust or been convicted of an offense under section 1033 of the Violent Crime and Law Enforcement Act of 1994. You agree to immediately inform the Company of any arrest of the types described in the preceding sentence.
- Acknowledge that you have read, understood and agree to comply with the **Guide to Ethical Market Conduct** and the **Multipurpose Confidentiality Addendum and Producer Conduct Rule** at www.aetnaseniorproducts.com (Prospective Agent). You may also request a copy by calling 800 264.4000 option 3, 5.

Producer Information And Appointment Form (PIF)

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9. Acknowledgment and signature (continued)

- If applicable, authorize the selected Aetna company(ies) to automatically transfer funds to your checking account and make adjustments to your account in the event of errors. Additionally, you authorize the named institution to complete these transactions. This authorization is to remain in full force and effect until we receive written notice from you requesting termination or until we have sent you 10 days written notice of our intention to terminate EFT.

You also certify under penalty of perjury that the information provided herein is accurate and complete.

Signature	Title <i>Required if signing for an entity</i>	Date
X	.	.

 **You must sign here in order for us to process your appointment, and EFT if applicable.**

10. Appointing company and hierarchy information

You may be appointed to sell only those products for which your firm or agency is contracted.

Writing Agent name	Phone	Date
.	.	.

This form was completed by someone other than the Writing Agent

Name	Phone	Date
.	.	.

Provide rate level for all product lines for which you are requesting appointment.

Producer's commission rate level

	Medicare Supplement
Aetna Health and Life Insurance Company	.
Aetna Life Insurance Company	.

Please list all members of this Writing Agent's hierarchy beginning with the lowest level.

Producer name or company name	Writing code
Intermediary	.
Intermediary	.
Intermediary	.
Managing General Agent	.



**Aetna Health and Life
Insurance Company**

**Aetna Life
Insurance Company**

**American Continental
Insurance Company**

**Continental Life
Insurance Company
of Brentwood, Tennessee**

Aetna Companies

800 Crescent Centre Dr., Suite 200
Franklin, TN 37067

Tel: 800 264.4000, option 3, 5

Fax: 866 618.4993

AETSSContracting@Aetna.com

Multipurpose Confidentiality Addendum and Producer Conduct Rule

from Aetna Health and Life Insurance Company,
Aetna Life Insurance Company,
American Continental Insurance Company, and
Continental Life Insurance Company of Brentwood, Tennessee

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WHEREAS, one or more of the above companies ("Company" or "Covered Entity" or collectively "Companies") may disclose confidential information, including Consumer Information, to parties with sales agreements with the Company, including without limitation, Agents, Producers, General Agents, Managing General Agents and Brokers (collectively referred to as "Producers"), in the performance of services for Company, and

WHEREAS, you ("Producer") have a sales agreement with the Company and may receive confidential information, and

WHEREAS, the receipt, use and re-disclosure of such information is governed by the Producer's sales agreement(s) with the Company and in accordance with such rules and regulations as the Company may establish covering the conduct of its business, and

WHEREAS, the receipt, use and re-disclosure of such information is subject to certain federal and/or state laws and regulations including, but not limited to, the Gramm-Leach-Bliley Act and the Health Insurance Portability and Accountability Act of 1996 ("Laws"), and

WHEREAS, the Company has established the following provisions as a Rule to govern the conduct of Producers in connection with confidential information, including Consumer Information.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, in the Producer's sales agreement(s), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company and Producer agree to the following:

SECTION I. Purpose

Company and Producer have entered into one or more sales agreements (each referred to as an "Agreement"), which may include without limitation, a Marketing General Agent, General Agent, Agent, Producer, or Broker Agreement. Under the Agreement, the Producer provides certain services to and solicits Products on behalf of Company. As such, Producer has and/or may receive individually identifiable information arising out of or related to the business activities of Company, which information is the type of information subject to Laws and the requirements of Sections II and/or III of this Addendum. To assure compliance with all applicable Laws, as defined below, and Company Rules, Company agrees to allow Producer to receive, retain and re-disclose, as applicable, such information as follows:

SECTION II. Use of Non-Public Information; Confidentiality

1. **Definitions.** When used in this section, the terms listed below shall have the following meanings:
 - (a) "Consumer" means an individual who seeks to obtain, obtains or has obtained insurance or other financial product or service from Company, which product or service is intended to be used for personal, family or household purposes.
 - (b) "Consumer Information" means non-public personally identifiable financial and health information as those terms are defined by applicable Laws and this Addendum (i) provided by or on behalf of a Consumer to Company, including information obtained by Producer, and (ii) resulting from Company's transactions or services related to a transaction with the Consumer. Consumer Information includes all lists of customers, former customers, applicants and prospective customers, and any list or grouping of customers derived from personally identifiable financial or health information that is not publicly available.
 - (c) "Confidential Information" means any data or information regarding market share percentage, production goals, monthly production targets, top producers, actual product production, broker product listings, total sales data of the disclosing party, marketing strategies, strategic plans, financial or operational data, pricing and compensation information, sales estimates, business plans, business relationships, and internal performance results relating to the past, present or future business activities of the disclosing party, its subsidiaries and affiliated companies and the customers, clients, employees and suppliers of any of the foregoing.
 - (d) "Laws" mean all applicable requirements of Consumer privacy laws, judicial interpretations, rules and regulations, including but not limited to the Gramm-Leach-Bliley Act.

2. **Confidentiality Obligations and Representations.** Except as expressly authorized by prior written consent of the disclosing party, each party shall, and represents and warrants that it has the capacity to:
 - (a) use and disclose Consumer Information in accordance with all applicable Laws and the privacy policies of the Company, as amended from time to time.
 - (b) limit access to any of the disclosing party's Confidential Information and Consumer Information to its partners, shareholders, officers, directors, employees, representatives, Producers, advisors, affiliates or representatives of its Producers or advisors who have a need to know in connection with the Agreement. Confidential Information shall only be used in connection therewith.
 - (c) only use and disclose Consumer Information in order to (i) effect, administer, enforce or process transactions requested by a Consumer; (ii) adhere to certain regulatory requirements; (iii) evaluate each party's performance under this Addendum; or (iv) perform services on behalf of the other including, but not limited to, offering products and/or services to Consumers. Each party shall use Consumer Information disclosed by the other solely for the purposes for which it was disclosed and must not reuse or redisclose information for other purposes, except as permitted or required by applicable Laws and subject to any agreements between the parties.
 - (d) prior to disclosing Consumer Information to an affiliate in order for the affiliate to perform services or functions pursuant to this Addendum, the disclosing party must restrict the affiliate from disclosing Consumer Information.
 - (e) prior to disclosing Consumer Information to a third party in order to perform services or functions under the Agreement, the disclosing party must enter into a written confidentiality agreement requiring the third party to maintain the confidentiality of such information in accordance with the requirements of this Addendum.
 - (f) safeguard all such Confidential Information and Consumer Information it receives by implementing and maintaining appropriate administrative, technical and physical safeguards to: (i) ensure the security and confidentiality of Confidential Information and Consumer Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Confidential Information and Consumer Information, and; (iii) protect against unauthorized access to or use of Confidential Information and Consumer Information.

3. Exceptions to Confidentiality

- (a) The obligations of confidentiality and restrictions on use set forth in this section shall not apply to any Consumer information that:
- (i) was already in the possession of the nondisclosing party prior to receipt thereof, directly or indirectly from the disclosing party; or
 - (ii) is required to be disclosed pursuant to applicable Laws, regulatory requests, legal process, subpoena or court order.
- (b) The obligations of confidentiality and restrictions on use set forth in this section shall not apply to any Confidential Information (exceptions do not apply to Consumer Information) that:
- (i) was in the public domain prior to the date of this Addendum or subsequently came into the public domain through no fault of the nondisclosing party or violation of this Addendum;
 - (ii) was lawfully received by the nondisclosing party from a third party free of any obligation of confidence;
 - (iii) was already in the possession of the nondisclosing party prior to receipt thereof, directly or indirectly, from the disclosing party;
 - (iv) is required to be disclosed pursuant to applicable Laws, regulatory requests, legal process, subpoena or court order; or
 - (v) is subsequently and independently developed by employees, consultants or Producers of the nondisclosing party without reference to or use of the Confidential Information disclosed under this Addendum.
- (c) Notwithstanding any provision in this Addendum to the contrary, nothing herein shall prevent the Company or Producer from disclosing to a potential insured or owners the existence, amount or components of any compensation a Producer is eligible to receive or receives for the sale and servicing of the Company's products. All Producers hereby agree to comply with all legal and regulatory requirements and Company policies and procedures concerning the disclosure of the Producer's compensation to potential insureds or owners. For the purposes of this paragraph, "compensation" shall be construed broadly to include, without limitation, all commissions, incentive compensation, fees, bonuses, trips and other awards, and any compensation directly or indirectly related to the sale and servicing of the Company's products.
4. **Equitable Relief.** Each party agrees that money damages would not be a sufficient remedy for breach of the confidentiality and other obligations of this Addendum. Accordingly, in addition to all other remedies that each party may have, each party shall be entitled to specific performance and injunctive relief or other equitable relief as a remedy for any breach of this Addendum without the requirement of posting a bond or other security.
5. **Audit.** Each party may audit the other party's use and disclosure of Confidential Information and Consumer Information, as well as its safeguards to protect Confidential Information and Consumer Information, during regular business hours upon forty-eight (48) hours prior notice.
6. **Term.** The provisions of this section shall survive termination of the Addendum or of the Agreement.

SECTION III. Business Associate Provisions

1. Purpose.

In order to disclose certain information to Producer under this Addendum, some of which may constitute Protected Health Information ("PHI") (defined below), Company and Producer mutually agree to comply with the terms of this Addendum for the purpose of satisfying the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing privacy regulations at 45 C.F.R. Parts 160–164 ("HIPAA Privacy Rule") and its implementing security regulations at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA Security Standards"), as well as the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), that are applicable to business associates, along with any regulations issued in connection with these provisions. Company and Producer agree to incorporate into this Addendum any regulations issued with respect to the HITECH Act that relate to the obligations of business associates. Producer recognizes and agrees that it is obligated by law to meet the applicable provisions of the HITECH Act. All references in this section to Business Associates shall refer to Producer.

2. **Definitions.** The following terms shall have the meaning set forth below:

- (a) **ARRA.** "AARA" means the American Recovery and Reinvestment Act of 2009
- (b) **Breach.** "Breach" has the same meaning as the term "breach" in 45 C.F.R. 164.402. (c) C.F.R. "C.F.R." means the Code of Federal Regulations.
- (d) **Designated Record Set.** "Designated Record Set" has the meaning assigned to such term in 45 C.F.R. 160.501.
- (e) **Discovery.** "Discovery" shall mean the first day on which a Breach is known to Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Business Associate) or should reasonably have been known to Business Associate, to have occurred.
- (f) **Electronic Protected Health Information.** "Electronic Protected Health Information" means information that comes within paragraphs 1 (i) or 1 (ii) of the definition of "Protected Health Information", as defined in 45 C.F.R. 160.103.
- (g) **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. 160.103 and shall include a person who qualifies as personal representative in accordance with 45 C.F.R. 164.502 (g).
- (h) **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "Protected Health Information", as defined by 45 C.F.R. 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (i) **Required by Law.** "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. 164.103.
- (j) **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (k) **Security Incident.** "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. 164.304.
- (l) **Standard Transactions.** "Standard Transactions" means the electronic health care transactions for which HIPAA standards have been established, as set forth in 45 C.F.R., Parts 160-162.
- (m) **Unsecured Protected Health Information.** "Unsecured Protected Health Information" means Protected Health Information that is not secured through the use of a technology or methodology specified by guidance issued by the Secretary from time to time.

3. **Obligations and Activities of Business Associate**

- (a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Addendum or as Required by Law. Business Associate shall also comply with any further limitations on uses and disclosures agreed by Covered Entity in accordance with 45 C.F.R. 164.522 provided that such agreed upon limitations have been communicated to Business Associate in accordance with Section 5.1 (c) of this Addendum.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum, including but not limited to the safeguards described in Section 3 (m) of this Addendum.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.
- (d) Business Associate agrees to promptly report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Addendum of which it becomes aware.
- (e) Business Associate agrees to report to Covered Entity any Breach of Unsecured Protected Health Information without unreasonable delay and in no case later than five (5) calendar days after Discovery of a Breach. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate, to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach. Business Associate's notification of a Breach under this section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, 45 C.F.R. 164.410, and related guidance issued by the Secretary from time to time. Without limiting Covered Entity's remedies under Section 6 or any other provision of this Addendum, in the event of a Breach involving Unsecured Protected Health Information maintained, used or disclosed by Business Associate, Associate shall reimburse Covered Entity for the cost of providing any legally required notice to affected Individuals and the cost of credit monitoring for such Individuals to extent deemed necessary by Covered Entity in its reasonable discretion.
- (f) In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree in writing to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information. In no event shall Business Associate, without Covered Entity's prior written approval, provide Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, to any employee or agent, including a subcontractor, if such employee, agent or subcontractor receives, processes or otherwise has access to the Protected Health Information outside of the United States.
- (g) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity,

Multipurpose Confidentiality Addendum and Producer Conduct Rule

to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. 164.524. Covered Entity's determination of what constitutes "Protected Health Information" or a "Designated Record Set" shall be final and conclusive. If Business Associate provides copies or summaries of Protected Health Information to an Individual it may impose a reasonable, cost-based fee in accordance with 45 C.F.R. 164.524 (c)(4).

- (h) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. Business Associate shall not charge any fee for fulfilling requests for amendments. Covered Entity's determination of what Protected Health Information is subject to amendment pursuant to 45 C.F.R. 164.526 shall be final and conclusive.
- (i) Business Associate agrees to make (i) internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, and (ii) policies, procedures, and documentation relating to the safeguarding of Electronic Protected Health Information available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's or Business Associate's compliance with the Privacy and Security Rules.
- (j) Business Associate agrees to document such disclosures of Protected Health Information as would be required for Covered Entity 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.
- (k) Business Associate agrees to provide to Covered Entity, in the time and manner described below, the information collected in accordance with Section 3(j) of this Addendum, to permit Covered Entity 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. Business Associate agrees to provide such information to Covered Entity through a quarterly report.
- (l) Business Associate acknowledges that it shall request from the Covered Entity and so disclose to its affiliates, agents and subcontractors or other third parties, (i) the information contained in a "limited data set," as such term is defined at 45 C.F.R. 164.514(e)(2), or, (ii) if needed by Business Associate, to the minimum necessary to accomplish the intended purpose of such requests or disclosures. In all cases, Business Associate shall request and disclose Protected Health Information only in a manner that is consistent with guidance issued by the Secretary from time to time.
- (m) With respect to Electronic Protected Health Information, Business Associate shall implement and comply with (and ensure that its subcontractors implement and comply with) the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate acknowledges that, (i) the foregoing safeguard, policies and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (ii) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguard, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.
- (n) With respect to Electronic Protected Health Information, Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit Electronic Protected Health Information on behalf of Business Associate, agree to comply with the applicable requirements of Subpart C of 45 C.F.R. Part 164 by entering into a contract that complies with 45 C.F.R. Section 164.314.
- (o) Business Associate shall report to Covered Entity any Security Incident of which it becomes aware, including Breaches of Unsecured Protected Health Information as required by 45 C.F.R. Section 164.410.
- (p) If Business Associate conducts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 C.F.R. Parts 160-162.
- (q) During the term of this Addendum, Business Associate may be asked to complete a security survey and/or attestation document designed to assist Covered Entity in understanding and documenting Business Associate's security procedures and compliance with the requirements contained herein. Business Associate's failure to complete either of these documents within the reasonable timeframe specified by Covered Entity shall constitute a material breach of this Addendum.
- (r) Business Associate acknowledges that, as of the Effective Date of this Addendum, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with any of the use and disclosure requirements of this Addendum and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.
- (s) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- (t) Business Associate shall encrypt all laptops, computers, or other portable electronic devices that are used by Business Associate in fulfilling

its obligations under this Agreement in a manner as to render Protected Health Information on such devices unreadable, undecipherable, or unusable.

4. Permitted Uses and Disclosures by Business Associate

4.1 General Use and Disclosure. Except as otherwise limited in this Addendum, Business Associate may use or disclose Protected Health Information to perform its obligations and services to Covered Entity, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

4.2 Specific Use and Disclosure Provisions

- (a) Except as otherwise prohibited by this Addendum, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b) Except as otherwise prohibited by this Addendum, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the Breach and Security Incident notifications requirements of this Addendum.
- (c) Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual without Covered Entity's prior written approval and notice from Covered Entity that it has obtained from the Individual, in accordance with 45 C.F.R. 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by Business Associate. The foregoing shall not apply to Covered Entity's payments to Business Associate for services delivered by Business Associate to Covered Entity.
- (d) Business Associate shall not de-identify any Protected Health Information except as authorized by Covered Entity to provide data aggregation services to Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).
- (e) Business Associate may use Protected Health Information to report violation of law to appropriate Federal and State authorities, consistent with 164.502 (j)(l).

5. Obligations of Covered Entity

5.1 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. 164.520 (as well as any changes to that notice), to the extent that such limitation(s) may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes affect Business Associate's use or disclosure of Protected Health Information.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

5.2 Permissible Requests by Covered Entity. Except as may be set forth in Section 4.2, Covered Entity shall not request Business

Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity.

6. Term and Termination

(a) **Term.** The provisions of this Addendum shall take effect on the Agreement's Effective Date and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created, maintained, transmitted or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, in accordance with Section 6(c)(i).

(b) **Termination for Cause.** Without limiting the termination rights of the Parties pursuant to the Agreement and upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation, or terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity,

(ii) Immediately terminate the Agreement, if cure of such breach is not possible.

(c) Effect of Termination

(i) Except as provided in Section 6(c), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained, transmitted or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(ii) In the event the Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall continue to extend the protection of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as Business Associate maintains such Protected Health Information.

7. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and any of Covered Entity's affiliates, directors, officers, employees and agents from and against any claim, cause of action, liability, damage, cost or expense (including reasonable attorneys' fees) arising out of or relating to any non-permitted use or disclosure of Protected Health Information, failure to safeguard Electronic Protected Health Information, or other breach of this Addendum by Business Associate or any affiliate, director, officer, employee, agent or subcontractor of Business Associate.

8. **Notices.** Any notices or communications to be given under this Agreement shall be made to the address and/or fax numbers given below:

To Business Associate: Per contract records

To Covered Entity: Aetna
HIPAA Member Rights Team
151 Farmington Avenue, RT65
Hartford, CT 06156
Fax: (859)280-1272
Email: HIPAAFulfillment@aetna.com

Each Party named above may change its address upon thirty (30) days written notice to the other Party.

9. Miscellaneous

- (a) **Regulatory References.** A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.
- (b) **Amendment.** Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information or the safeguarding of Electronic Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend the Addendum in such manner as such Party determines necessary to comply with such law or regulation. If the other Party disagrees with such amendment, it shall so notify the first Party in writing within thirty (30) days of the notice. If the Parties are unable to agree on an amendment within thirty (30) days thereafter, then either of the Parties may terminate the Agreement on thirty (30) days written notice to the other Party.
- (c) **Survival.** The respective rights and obligations of Business Associate under Sections 6(c) and 7 of this Addendum shall survive the termination of the Agreement.
- (d) **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules. In the event of any inconsistency or conflict between this Addendum and any other agreement between the Parties, the terms, provisions and conditions of this Addendum shall govern and control.
- (e) **No third party beneficiary.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) **Governing Law.** This Addendum shall be governed by and construed in accordance with the laws of Connecticut.



Senior Supplemental Insurance
800 Crescent Centre Dr.
Suite 200
Franklin, TN 37067

Guide to Ethical Market Conduct

from Aetna Health and Life Insurance Company

Aetna Life Insurance Company

American Continental Insurance Company

Continental Life Insurance Company of Brentwood, Tennessee

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Code of ethical conduct

As a representative (producer and/or employee of one or more of the above Aetna companies ("Company")), it is my professional responsibility to:

1. Make recommendations and present products based on an analysis of the insurable needs for financial objectives of the customer.
2. Strive to provide each customer with an understanding of the nature of any recommended product and its features, and to provide honest and accurate disclosure for an informed customer purchasing decision.
3. Treat each customer with respect and dignity and protect the privacy of each customer's personal information.
4. Establish and maintain the trust and confidence of every customer by delivering high quality service.
5. Present the Company, its products and the industry in a fair and professional manner.
6. Improve professional skills through continuing education and increased knowledge of industry issues and products.
7. Keep informed of and comply with applicable laws, regulations and Company requirements.
8. Communicate my concerns about activities or conditions that may be in violation of this guide.

What it means

CODE 1:

Make recommendations and present products base on an analysis of the insurable needs or financial objectives of the customer.

In making recommendations to a customer, we believe our producers should have reasonable grounds to believe that the recommendation addresses the customer's insurable needs or financial objectives. Each customer's circumstances should be discussed, including relevant financial information. The customer's need for insurance and investment products should be thoroughly reviewed and values, benefits and costs of existing coverages and products should be considered when making recommendations.

We strongly encourage the use of fact finding and needs analysis tools to assist producers in determining customers' needs and objectives. The Company has a number of tools available to assist producers.

CODE 2:

Strive to provide each customer with an understanding of the nature of any recommended product and its features, and to provide honest and accurate disclosure for an informed customer purchasing decision.

We believe producers should have an understanding of the features and operations of the products that are presented and provide customers with information that is consistent with making appropriate buying decisions. Our producers should clearly identify the product being sold and provide balanced, complete information on features, benefits, costs, limitations and contract terms.

We are committed to providing clear, straightforward and factual sales and advertising materials. Therefore, all advertisements referring to any of Aetna companies or their products must be approved in writing prior to use.

The advertising approval process, Company standards and related laws and regulations are available from your Company's Compliance Department at (615) 807-7500.

Guide to Ethical Market Conduct

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What it means...continued

We believe that replacement of an existing insurance or annuity policy must be appropriate for the customer and meet his or her needs or financial objectives. From a customer's perspective, an appropriate replacement is also one that is justified from either an economic or personal standpoint. The provisions, features and benefits of both the current and proposed product should be considered in relation to the client's needs, circumstances and goals. Some examples of the types of provisions that should be considered are: premium rate differences, differences in suicide and incontestability provisions for individual life insurance and pre-existing conditions, waiting periods, elimination periods, and probationary periods for health insurance policies. In addition, factors such as the age and health of the customer must be considered. Producers are expected to provide all material information that the customer needs in order to ascertain whether replacement of an existing policy or contract is appropriate.

All replacements must be in compliance with applicable regulations and Company rules. Many states require accurate written comparisons of existing and proposed contracts to be provided to the customer when proposing a replacement. Producers are expected to know and comply with these requirements.

CODE 3:

Treat each customer with respect and dignity and protect the privacy of each customer's personal information.

In our normal course of business, we are in a position to accumulate personal information about our clients. We believe our integrity and the confidence entrusted to us by our customers are the foundation on which we build our business success. We acknowledge that customers place their trust in our producers and employees and that nothing should jeopardize that trust. In addition, we must comply with applicable regulatory requirements governing the use of personal information.

CODE 4:

Establish and maintain the trust and confidence of every customer by delivering high-quality service.

We are committed to providing quality products and services. We expect our producers and employees to make a commitment to our clients to provide and maintain competent sales and service. We promote industry education and require all producers and employees to have the appropriate qualifications and training to perform their functions.

Maintaining customer trust and confidence requires that we respond promptly and thoroughly to customer complaints. Aetna defines a customer complaint as a written or documented verbal communication received by our Company or its representative which primarily expresses a grievance. Producers should notify the Compliance Department at (615) 807-7500 if a complaint is received.

CODE 5:

Present the Company, its products and the industry in a fair and professional manner.

We believe that ethical sales practices are essential for success in today's business and regulatory environment. We will not engage in unfair competition, including making disparaging or misleading remarks about a competitor. To support fair competition, we will make accurate representations of our Company and products to customers. We will comply with all applicable state insurance laws and regulations with respect to competing in the marketplace.

CODE 6:

Improve professional skills through continuing education and increased knowledge of industry issues and new products.

We view ongoing education in our industry as fundamental to competent and customer-focused business practices. Education generally consists of current knowledge regarding industry issues, emerging trends, laws and regulations and product information. Various resources are available for producers and employees to further their professional skills, including the Company, professional trade groups and independent third-party vendors.

CODE 7:

Keep informed of and comply with applicable laws, regulations and Company requirements.

We are committed to complying with all applicable laws and regulations and our Guide to Ethical Market Conduct. Each producer and employee is expected to adhere to all requirements regarding the sale and marketing of our products. Failure to comply with laws, regulations and Company policies could result in disciplinary actions up to and including termination of the relationship. We will maintain and enforce policies and procedures to reasonably ensure compliance, including a system for monitoring sales practices, effectiveness of training and communicating all Company requirements.

Guide to Ethical Market Conduct

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What it means...continued

CODE 8:

Communicate any concerns about activities or conditions that may be in violation of this Code.

If you have a concern about what constitutes appropriate conduct for you or anyone else, inform the Company of your concern by calling the Aetna Alert Line at (888) 891-8910. We will provide a timely response to questions about appropriate producer or employee conduct.

Producers must maintain appropriate licenses and appointments as required by the applicable jurisdictions in which they sell and solicit business. If you are a producer and your license is lapsed, revoked or otherwise terminated you should notify us immediately.

Federal Law prohibits an individual from engaging in the business of insurance if the individual (a "prohibited person") has been convicted of certain felony crimes. It is Aetna's practice to screen potential producers and employees in order to identify prohibited persons. If you failed to disclose a previous felony conviction, or if you subsequently are convicted of a felony, contact your Company's Compliance Department for further instructions. Your convictions may or may not prevent you from representing (or being employed by) an Aetna company- it depends upon the facts and requires legal analysis.

Concluding remarks

For purposes of applying the Guide to Ethical Market Conduct, we consider producers to include independent agents, brokers and other types of producers, as well as employees, who are engaged in the solicitation and negotiation of insurance products.

The Guide to Ethical Market Conduct does not address all situations that may arise in the course of doing business. If you have specific questions or concerns regarding laws and regulations or Company requirements that cannot be addressed at a local level, please contact the Company's Compliance Department directly.