

Insurance Services Administration Company, LLC

Medicare Advantage Producer Agreement For

The Chesapeake Life Insurance Company

This PRODUCER AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 200__ ("Effective Date") by and between Insurance Services Administration Company, LLC, ("ISAC"), the General Agent for The Chesapeake Life Insurance Company (herein after referred to as "Chesapeake") and

_____ located at:

(Producer Name)

_____ *(Street Address, City, State & Zip)*

herein after referred to as ("Producer"). At times, ISAC & Chesapeake are referred to collectively as the "Parties")

RECITALS

WHEREAS, ISAC desires to market The Chesapeake Life Insurance Company's Medicare Advantage Plans, and

WHEREAS, ISAC is seeking a network of independent Producers to provide beneficiary education, outreach and enrollment services to assist eligible Medicare beneficiaries applying for a Medicare Advantage Plan sponsored by The Chesapeake Life Insurance Company

NOW, THEREFORE, in consideration of the covenants, promises, representations and warranties set forth herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), intending to be legally bound hereby, the parties agree as follows:

I. APPOINTMENT AND RELATIONSHIP

- A. The Parties hereby appoints the Producer to act on its behalf and represent it only to the extent authorized herein.
- B. The Producer is an independent contractor with respect to The Parties and nothing contained herein shall create or be construed to create the relationship of Employer/Employee between The Parties and the Producer or between The Parties and any employee of the Producer.

- C. Nothing herein contained shall be deemed to create an agency, joint venture, partnership or franchise relationship between the Producer and the Parties. The Producer acknowledges that the Producer is NOT an employee of the Parties and is NOT entitled to the Parties's employee rights and benefits; and agrees to waive any and all of his or her rights under the EEOC and ADA to the extent they exist if at all. Producer shall be free to exercise independent judgement as to the time and manner in which it may perform the services authorized by this agreement.

II. SCOPE OF SERVICES, AUTHORITY AND RESPONSIBILITY OF PRODUCER

- A. The Producer is hereby authorized on behalf of the Parties, but only in those States and Counties where the Parties is authorized to do business and provided that the Producer is in compliance with all applicable regulatory licensing requirements at the time of solicitation, to solicit applications for the approved products offered by the Parties authorized for marketing by The Parties and which are listed in written documents provided to the Producer by ISAC which are made a part of this Agreement. Producer shall have no protected territories or regions.
- B. The Producer shall pay all expenses including but not limited to state insurance appointment costs incurred by him/her or his/her Sub-Agents in the performance of this Agreement. Any such expenses not paid by the Producer may be offset by the Parties against any commissions or service fees payable to the Producer or Sub-Agents.
- C. The Producer shall be available, during the term of this Agreement, to attend and participate in all required training, monitoring and supervision activities and or seminars as required and or requested by the Parties.
- D. The Producer may not use the the Parties' name or logo; the plan name or logo; or any proprietary information on any printed materials, or electronic advertising, or internet site without prior written approval of the Parties. The Producer may create an electronic link from the Producer's Internet site to the Parties' internet site, but the Producer

may not reproduce any of the Parties' Internet content or programs on the Producer's internet site. The Producer may not re-create or alter any material considered proprietary by the Parties in electronic, printed, or any other form.

- E. The Producer is required to protect the privacy and confidentiality of personal and financial information regarding the Parties plan applicants, current and former members, employer groups, and providers. The Producer will not disclose personal or financial information to anyone other than the Parties, as is applicable for the purpose stated herein. The Producer agrees to comply with all Federal, State, and Local laws regarding the privacy and confidentiality of information regarding applicants, current and former members, employer groups and providers. The Producer agrees to comply with all the Parties privacy and confidentiality requirements and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Gramm-Leach-Bliley Act (1999) including any regulations or amendments. The Parties and the Producer all agree they will not disclose or use the non-public personal information provided to them under this joint marketing agreement to any person or entity except as necessary to carry out the joint marketing of any of the products offered by the Parties, under this agreement, or under another expressly recognized exception to the Gramm-Leach-Bliley Act's opt-out requirement, in the ordinary course of business to carry out such joint marketing, unless and until the individual about whom the non-public personal information is shared becomes a customer of the Parties and the Producer.
- F. The Violent Crime Control and Law Enforcement Act (18 U.S.C. 1033 et seq.) makes it a crime for individuals convicted of certain felonies to willfully engage in the business of insurance. By entering into this contract the Producer represents that he/she is not prevented from engaging in insurance business under this act or any other applicable law. The Producer agrees to accurately and fully complete the Background Information forms provided and required by the Parties, and to advise the Parties in writing within 30 days if they have been convicted of a felony while this contract is in effect. The Parties recommend that any Producer who has concerns about their ability to act as a Producer to contact the appropriate regulatory agency.
- G. The Producer understands and agrees that the Parties and the Producer through the established business relationship by this agreement, may choose to communicate with each other through the use of telephone, mail, email or facsimile to the mailing address(es), phone numbers, or email address(es) provided herein. The Producer agrees to notify

The Parties immediately of any change of any of the Producer's contact information.

- H. The Producer agrees that while this agreement is in force, and following its termination for any reason, the Producer shall not directly or indirectly contact, solicit, communicate or meet with any of the Chesapeake Medicare Advantage enrollees for the purpose of modifying, rewriting, canceling, lapsing or replacing the Parties Medicare Advantage plans. Failure to comply with the provisions of this Section will result in termination of this agreement for cause, and termination and forfeiture of any and all commissions or Vested Commissions (if any).

III. LIMITATIONS OF AUTHORITY

- A. The Producer shall have no authority to make, alter, modify or discharge any evidence of coverage, policy, rider, or contract; extend any Provision thereof; waive any forfeiture; incur any debts or expenses for which the Parties may be liable; receive any money for the Parties, except as may herein or elsewhere specifically in writing be authorized by the Parties; withhold or convert to their own use or for the benefit of others any monies, securities, policies or receipts belonging to the Parties or fail to submit promptly to the Parties any applications for coverage; or accept payments of any kind for the Chesapeake Medicare Advantage plans.
- B. The Producer shall have no authority to endorse or present for collection any check, draft or other instrument made payable to the Parties.
- C. The Producer shall have no authority to conduct telemarketing, "cold calling", door-to-door solicitation or any other form of "direct" solicitation.

IV. PAYMENT

- A. In consideration for the provision of the Services by the Producer, the Producer shall be compensated by commission, as follows: ISAC shall pay a Commission on approved and accepted new enrollments, based upon the current Schedule of Commission then in effect (see Attachment "Commission Schedule"). No additional compensation, bonuses, remuneration or reimbursement will be due and payable to the Producer. During the term of, and subject to the provisions of this Agreement, and subject to the rules and regulations of ISAC, the Producer shall be entitled, as full compensation for all of its services and expenses hereunder, commissions and service fees, as set forth in the Schedule of Commissions and Fees attached hereto and incorporated herein by reference on

all business produced by it personally or by Agents in the Producer's hierarchy ("Sub-Agents"). Sub-Agents, less commissions or service fees due to its Sub-Agents by reason of any contract which any Sub-Agents hold with ISAC. Any officer of ISAC may amend the Commission Schedule at any time. All expenses incurred in the marketing or enrollment of plans offered by The Parties are the sole responsibility of Producer. ISAC's liability is limited to the payment of commissions as delineated in the Producer's Commission Schedule, as amended from time to time.

- B. No commissions shall be payable on any application not accepted by CMS, ISAC, or Chesapeake. In the event that the Producer or Sub-Agents incur indebtedness to ISAC, or any assignee of ISAC, ISAC may offset against, and deduct from, any compensation due the Producer. Producer agrees such indebtedness shall be a first lien against all such compensation. ISAC, or any assignee may offset any indebtedness created by Producer or any Agents in the Producer's hierarchy including the repayment of advance commissions with ISAC against commission or overrides due Producer. Collection fees on unpaid debits to ISAC shall be at Producer's cost.

Producer acknowledges and agrees that all payments to Producer and Agents in the Producer's hierarchy for members enrolled in Chesapeake's Medicare Advantage plans shall be deemed an advance of compensation to Producer. ISAC, or any assignee may set off any advances or other amounts owed by Producer or its Agents to ISAC against the amount of any commissions owed by ISAC to Producer.

- C. ISAC will furnish the Producer with a periodic statement of the Producer's Account and will pay any amount due Producer hereunder. Upon receipt of such statement the Producer shall immediately examine it, and if not satisfied as to its accuracy, Producer shall return such statement and the payment to ISAC with full particulars of any discrepancy therein within sixty (60) days of the date of the statement; otherwise the statement shall be deemed accepted by Producer as true and correct. The Account on the books of ISAC shall be competent evidence of such Account for all purposes.
- D. If this Agreement is terminated by ISAC or the Producer or should the Producer die or become totally disabled while this Agreement is in force or in the case of his/her death, his/her heirs or legal representatives shall, except as hereinafter provided in this Agreement, receive commissions that accrue under the provisions of this Agreement, if any. Such renewal commissions shall terminate when the total renewal commissions so payable are less than \$600.00 annually.

- E. ISAC may at any time offset any debt or debts due from the Producer to ISAC arising from his/her transactions under this or any previous or subsequent contract against any commission, service fees, or other compensation due or to become due him/her from ISAC and any and all affiliates of ISAC. Unless otherwise specifically provided, all debts due ISAC, including advances to the Producer or his/her Sub-Agents against commissions or other compensation, are payable upon demand and are not recoverable solely from commissions or other compensation. Should Chesapeake for any reason refund any premium on any policy secured hereunder, then the Producer shall repay, on demand, any commissions received by producer or his/her Sub-Agents on that premium. A failure to repay these commissions is agreed to constitute authorization for ISAC to offset such amounts against any commissions or service fees due the Producer on any policy secured hereunder.
- F. The Producer shall be jointly and severally liable, with each Agent in their hierarchy, to ISAC for the payment of all monies due from the Producer or his/her Sub-Agents in his/her hierarchy, or debit balances on the account of the Producer or his/her Sub-Agents or debit balances resulting from loans to the Producer or Sub-Agents from ISAC. ISAC books and records shall be prima facie evidence of such debit balances or loans due.

The Producer hereby assigns to ISAC, with recourse, as collateral for all such monies due, debit balance or loans, all amounts due and to become due to the Producer from each Sub-Agent or from ISAC and all notes, of Sub-Agents in favor of the Producer. The Producer agrees to execute all other documents required of him/her by ISAC in order to properly evidence and effectuate such assignments, and to guarantee the legal enforceability thereof.

V. TERM.

This Agreement shall commence on the date hereof and continue in effect, unless terminated earlier in accordance with Section VII hereof. The term of this Agreement shall be ongoing, unless either party notifies the other in writing, not less than ten business days prior to the end of the then current enrollment period.

VI. RETURN OF PROPERTY.

Upon the termination of this Agreement for any reason whatsoever, the Producer agrees to end all further use and utilization of, and to immediately return to ISAC, in good condition, all property of ISAC including, without limitation, any property or equipment furnished by ISAC or created or prepared by the Producer, either alone or jointly with others, pursuant to the provisions or requirements of

this Agreement. Without limiting the generality of the foregoing, all correspondence, reports, records, charts, advertising materials and other similar data pertaining to the business, activities, research and development, Intellectual Property or future plans of ISAC and/or that are collected by the Producer, including any and all copies or reproductions thereof, as well as any computer equipment, passwords and access cards provided to the Producer by ISAC, shall be delivered promptly to ISAC without request by it upon termination of this Agreement.

VII. TERMINATION.

- A. Regardless of anything to the contrary contained in this Agreement, (a) ISAC may terminate this Agreement immediately for any reason or for no reason and, in such event, the Producer shall immediately stop performing all services (unless otherwise directed by ISAC in writing.) The Producer may terminate this Agreement at any time upon not less than 10 business days' prior written notice to ISAC. Upon the effective date of the termination of this Agreement, ISAC shall have no further obligation or liability to the Producer other than to make any payments of commissions due for business written and submitted while this Agreement is in force, less applicable chargebacks of this agreement. Commissions due and payable, following termination without breach or cause, for business written while this Agreement is in effect will be paid at the rate of 100%, less applicable chargebacks, on the first pay period following the month the enrollee has appeared on three Monthly Membership Rosters from CMS. However, in the event that ISAC terminates this Agreement for cause, as a result of a breach of this Agreement, due to violation of Section VIII of this Agreement or unpaid indebtedness, by the Producer, ISAC shall not be obligated to pay any further commissions or renewals. Producer understands and accepts that this Agreement may be terminated for cause if Producer does not pay to ISAC or assignee any and all amounts due for chargebacks, advance repayments, cancellations or rescissions within 30 days of notification by ISAC or assignee that monies are due.

Upon termination of this Agreement for whatever reason, the Producer has sixty (60) days after termination of this Agreement to notify ISAC in writing of any complaints or issues he/she may have against ISAC or the Producer will waive all rights to any claims against ISAC. Such must be sent by certified mail to ISAC to the attention of:

Insurance Services Administration Company, LLC
2536 Country Side Blvd
Clearwater, FL 33763
Attn: General Counsel

If the Producer does not repay any indebtedness to ISAC after termination of this Agreement, for whatever reason, the Producer agrees to the entry of a judgement against Producer equal to the amount of the indebtedness.

VIII. COMPLIANCE WITH APPLICABLE LAWS.

- A. The Producer warrants that the services performed under this Agreement shall comply with all applicable federal, state and local laws and regulations.
- B. The Producer's performance under this Agreement shall be conducted with due diligence and in full compliance with the highest professional standards in the industry. The Producer shall comply with all The Parties policies and procedures, applicable laws, rules and regulations in the course of performing the Services.

IX. PRODUCER REPRESENTATION.

Producer is authorized by this Agreement to act on behalf of the Parties solely to conduct approved and regulatory compliant marketing and sales activities for membership into The Chesapeake Life Insurance Company's Medicare Advantage plans. Producer and the Parties understand and agree that this contract is sufficient evidence of Producer's assignment to the hierarchy of Insurance Services Administration Company, LLC.

X. REMEDIES IN THE EVENT OF BREACH

In the event of a breach by the Producer of any of the covenants of this Agreement, ISAC shall be entitled to:

- (1) Obtain an injunction enjoining any violation or threatened violation of the covenants herein for the benefit and protection of ISAC;
- (2) Obtain an injunction compelling the performance by Producer of all obligations and covenants owed to ISAC under this Agreement;
- (3) Withhold from Producer and not pay to Producer any sum otherwise payable by ISAC or its assignees to Producer, including without limitation, any such sum attributable to commissions or renewals.

XI. GENERAL.

- A. Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally against written

receipt, or by facsimile transmission against facsimile confirmation, or by email against confirmation of receipt (but only if a copy is also sent by first class United States mail (postage prepaid) on the same day or on the next business day), or mailed by internationally recognized overnight courier prepaid, to the parties at the following addresses or facsimile numbers:

If to ISAC to:

Insurance Services
Adminstraion Company, LLC
2536 Countryside Blvd.
Clearwater, FL 33763

If to the Producer:

Information provided on Producer data sheet.

All such notices, requests and other communications will (i) if delivered personally to the address as provided in this Section XI(A), be deemed given upon delivery, (ii) if delivered by facsimile transmission to the facsimile number as provided for in this Section XI(A), be deemed given upon facsimile confirmation, (iii) if delivered by email to the email address as provided for in this Section XI(A), be deemed given upon confirmation of receipt (provided that a copy is also sent by first class United States mail as provided for in this Section XI(A), and (iv) if delivered by overnight courier to the address as provided in this Section XI(A), be deemed given on the earlier of the first business day following the date sent by such overnight courier or upon receipt. Any party from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

B. Entire Agreement; Modification. This Agreement and Attached exhibits, constitutes the entire Agreement among the parties with respect to the Services. This Agreement supersedes all prior Agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Whenever possible, ISAC will provide written notification of amendments or modifications 30 days prior to effective date of amendment or modification, however, ISAC reserves the right to amend or modify immediately as is required or directed to maintain regulatory compliance. This Agreement cannot be changed by any oral promise or statement by whomsoever made, and no written modification or change will bind the Parties unless it is signed by the President, a Vice President, or the Secretary of The Parties, and expresses and intention to modify or change this Agreement.

C. Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or

construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

D. No Assignment; Binding Effect. Neither this Agreement nor any right, interest or obligation hereunder may be assigned (by operation of law or otherwise) by Producer without the prior written consent of ISAC and any attempt to do so will be void. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

E. Survival. Notwithstanding anything to the contrary contained in this Agreement, the provisions of Section II H and Section IV hereof shall survive the termination or expiration, for any reason, of this Agreement.

F. Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

G. Severability. Any term or provision of this Agreement that is invalid, illegal or unenforceable in any situation in any jurisdiction shall not affect the validity, legality or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If such invalidity, illegality or unenforceability is caused by length of time or size of area, or both, the otherwise invalid provision shall be, without further action by the parties, automatically amended to such reduced period or area as would cure such invalidity, illegality or unenforceability; provided, however, that such amendment shall apply only with respect to the operation of such provision in the particular jurisdiction in which such determinations are made.

H. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

I. Jurisdiction; Venue. All actions and proceedings arising out of or relating to this Agreement and not subject to arbitration shall be heard and determined in any Florida state court in Pinellas County, Florida, or federal court sitting in the city of Tampa, Florida, and each party hereby irrevocably accepts and consents to the exclusive personal jurisdiction of those courts for such purpose. In addition, each party hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect thereof

brought in any state or federal court sitting in the county of Pinellas, Florida, and further irrevocably waives any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

J. Waiver of Trial by Jury. In any action or proceeding arising herefrom and not subject to arbitration, the parties hereto consent to trial without a jury in any action, proceeding, or counterclaim brought by any party hereto against the other or their successors in respect of any matter arising out of or in connection with this Agreement, regardless of the form of action or proceeding.

K. Counterparts; Facsimile Execution. This Agreement may be executed and delivered (i) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument, and/or (ii) by facsimile, in which case the instruments so executed and delivered shall be binding and effective for all purposes.

L. Indemnification. The Producer agrees to indemnify, defend, and hold ISAC harmless from and against any and all claims, damages, costs, losses, and expenses, including, without limitation, reasonable attorney's fees and costs of settlement or defenses, for all acts or for those arising out of or relating to the actual or alleged negligent or actual or alleged willful misconduct of the Producer and employees or agents of the Producer with respect to their obligations under this Agreement.

M. Accounting. ISAC shall have the right to inspect and copy (at its own expense), and the Producer shall make available at its primary offices for such purposes, all records reflecting business placed with ISAC of the Producer, or its Agents, including the hierarchy of Agents and the policies written by such hierarchy, which arose, directly or indirectly, from the efforts of the Producer. Such inspection shall be granted within thirty (30) days of written request by ISAC for same and shall be conducted during normal business hours. The above shall not be requested more frequently than once a year.

The Producer hereby acknowledges they have read and understood all parts of this Agreement including all relevant attachments. The Producer also acknowledges and understands ISAC may add to, remove from or amend any section of this Agreement or attachments. The Producer will be held accountable for all new information, rules or regulations.

I, _____, have had the opportunity to thoroughly read and analyze this Agreement. I fully understand all the terms and conditions and agree to them without reservation. I have been afforded an opportunity to discuss this Agreement with my attorney and have declined to do so.

IN WITNESS WHEREOF, ISAC and the Producer have executed this Agreement as of the date first written above.

GUARANTEE BY OFFICERS OR PARTNERS

If the Producer is a corporation or partnership, each of the undersigned, in consideration of the company executing this Agreement, represents to ISAC that the principal stockholders or partners of the Agency, with the percentages of interest in the total ownership of the Agency, are as follows, and does hereby personally and severally guarantee the performance of all terms, liability and responsibility for any default in such terms, conditions, covenant, and/or amendments.

X _____	Signature	Print Name	Title	% Interest
X _____	Signature	Print Name	Title	% Interest
X _____	Signature	Print Name	Title	% Interest

Producer

X _____
 Printed Name: _____
 Title: _____

<p>Insurance Services Administration Company, LLC Internal Use Only</p> <p>X _____ Printed Name: _____ Title: _____</p>
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PROFESSIONAL PROFILE

Your Personal Information:

Confidential

FIRST NAME: _____ MI: _____ LAST: _____
MALE: _____ FEMALE: _____ D.O.B.: _____ SS# (REQUIRED): _____ - _____ - _____
RESIDENCE STREET:(must be physical street address): _____
CITY: _____ STATE: _____ ZIP: _____ COUNTY: _____
DAYTIME PHONE: _____ CELL PHONE: _____
BUSINESS NAME: _____
SHIPPING ADDRESS (no P.O. Box): _____
CITY: _____ STATE: _____ ZIP: _____ COUNTY: _____
INSURANCE LICENSE #: _____ Fax Number: _____
E-MAIL ADDRESS: _____

Licenses Held/Permission to Appoint: Required

I am contacting as a(n): Individual/Sole Proprietor _____ Corporation _____ Partnership _____
Federal Tax ID: _____
I give Insurance Services Administration Company, LLC. permission to appoint me as required in the following state(s)
I will be conducting business in: _____
I hold the following licenses: _____ Health _____ Life & Health _____ Life, Health & Variable Annuity
(Attach copies of your Accident & Health license(s) for the applicable state(s) listed above and be sure to include agency license if contracting as Corporation.)

Assignment of Commissions: (if contracting as corporation with no agency license complete)

I permit Absolute Assignment of Commission: No _____ Yes _____ TO: _____
Signature: _____ Corporate ID#: _____

Compliance History: Please read and answer each question. Attach detailed explanations in writing for any answer of YES.

- 1. Have you ever been convicted of or pleaded guilty or nolo contendere (no contest) to: Yes No
a. Fraud, embezzlement, forgery, false statements, counterfeiting, extortion, or any other act involving the misappropriation of funds? _____
b. A conspiracy to commit any of the above offenses? _____
- 2. Are you now or have you ever been the subject of ANY complaint, investigation, or proceeding by any Insurance department, the SEC, or any federal or state regulatory agency? _____
- 3. Do you have unsatisfied judgements or liens against you, or any pending litigation in which you are a defendant? _____
- 4. Are you currently a party, or in the past ten years, have you been a party, to any lawsuit, arbitration, or civil litigation? _____
- 5. Have you ever been convicted of a felony or a misdemeanor other than a traffic offense? _____
- 6. Have you personally or have any businesses in which you had control or an ownership interest been (or currently are) under the Securities Investor Protection Act? _____
- 7. Has any person ever complained to an insurance department or regulatory agency about your conduct as an agent? _____
- 8. Has any insurance or security company ever terminated any agency, agent, broker, or representative contract for other than low production? _____
- 9. Have you ever voluntarily resigned, been discharged, or permitted resignation after allegations were made that accuse you of:
a. Violation investment-related statutes, regulations, rules or industry standards of conduct? _____
b. Fraud OR the wrongful taking of property? _____
c. Failure to supervise in connection with investment-related statutes, regulations, rules or industry standards of conduct? _____

I CERTIFY THE FOREGOING ANSWERS, INCLUDING ATTACHMENTS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature: _____ Date: _____

DISCLOSURE OF USE OF CONSUMER REPORTS: As part of its agreement process, Insurance Services Administration Company, LLC. reserves the right to request consumer reports on prospective agents. From time to time following employment and/or contracting, Insurance Services Administration Company, LLC. reserves the right to request consumer reports on its agents in connection with their contracts. This may include personal interviews with sources such as your neighbors, friends, associates and/or former employers. Consumer reports and investigatory consumer reports may include information about any of the following: your character, general reputation, personal characteristics, mode of living, education, past employment, credit report, professional credentials or your driving or criminal record. If we request an investigative report, we are required by Fair Credit Reporting Act to notify you within three days after the report is requested, and if you make a written request, we are obligated to disclose to you within five days the nature and scope of the investigation requested.

AUTHORIZATION: I authorize Insurance Services Administration Company, LLC. to request and obtain one or more consumer reports and/or investigative consumer reports about me for employment and/or contracting purposes.

NAME (Print) _____ Date: _____

NAME (Signature) _____

THE CHESAPEAKE LIFE INSURANCE COMPANY
INDEPENDENT MEDICARE SALES REPRESENTATIVE COMMITMENT OF COMPLIANCE

The Centers for Medicare and Medicaid Services (CMS) and The Chesapeake Life Insurance Company (Chesapeake) have a zero tolerance for non-compliant marketing behavior. As a company, we are committed to excellence in the way we conduct our business practices. Our company's continued growth and leadership depend upon the integrity of all the individuals who represent us. Each Chesapeake Medicare Sales Representative who represents our company and its products subscribe to this Commitment of Compliance as an expression of their commitment to fair and honest marketing practices. In this document, "client" shall mean a person who may enroll in a benefit plan and "enrollee" shall mean a person who has enrolled in such a plan.

NOTE: Please initial each number stated.

1. _____ I shall conduct myself with courtesy and dignity and with respect for the rights and reasonable requests of clients and enrollees at all times.
2. _____ I will not engage in activities that could mislead or confuse Medicare beneficiaries, clients or enrollees, or misrepresent Chesapeake or its products.
3. _____ I will not disparage Chesapeake competitors or their plans or make unsubstantiated comparisons. Nor shall I seek to influence the cancellation of any contract that may exist between competitors and their customers; nor will I take a product lead supplied to me by Chesapeake and use it to solicit or write competitor business.
4. _____ I will never make offers of gifts or payments or reductions of commission as an inducement for clients to enroll in a product.
5. _____ I will use no form of coercion, deception, sympathy appeal, or other high pressure tactics to enroll clients in a plan. I will always give clear and accurate information regarding my relationship with Chesapeake and avoid the use of false, contextually misleading, or exaggerated statements.
6. _____ I will make sure that all information on the application is completely filled in by the client, their legal representative or by me, the agent, in their presence. I will never sign the application on behalf of an enrollee, even if they have given me permission to do so. After the completion of the application, I will verify all information on the application is correct, and I will confirm the plan they have chosen to enroll in and I will leave the enrollee with a copy of the application.
7. _____ I will qualify Medicare beneficiaries by asking if they meet all CMS eligibility requirements for a Medicare Advantage Plan; have Medicare Parts A and B and meet end stage renal disease eligibility requirements. I will not ask a client to sign an incomplete application. I will promptly submit upon receipt as required by Chesapeake's application submission guidelines, all applications to Chesapeake or its designate.

This agreement shall be forwarded to and kept on file with Chesapeake's Corporate Compliance Department along with a copy of agent license.

8. _____ I will protect the privacy of clients and enrollees and preserve the confidentiality of their records in accordance with Chesapeake's Privacy Policies and Procedures and federal and state regulations (HIPAA). I will handle the enrollment application and any other enrollee health information in my possession in a professional and confidential manner. I will not maintain or share any enrollee records.
9. _____ I, in my relationship with Chesapeake, will not accept gifts, arrange to share or split any payment or commission, accept any additional financial incentives, or otherwise allow myself to be influenced or coerced in any way in conducting business.
10. _____ I shall observe Chesapeake's policy of nondiscrimination by reason of race, creed, color, sex, age, national origin or economic status. Enrollments in any plan shall not be predicated on age or medical condition, except as provided by Federal rules of access to Medicare. I understand that discrimination based on health, status, or disability is prohibited, and that marketing materials and sales meetings must be accessible to the disabled.
11. _____ I understand that door-to-door solicitation is strictly prohibited.
12. _____ I understand that selective marketing or health screening is strictly prohibited.
13. _____ I understand that I can ask and accept referrals as long as the information received includes name and address only – no phone numbers.
14. _____ I will not "cold call" individuals who are referred to me or whose names were obtained through special events. I will adhere to "DO NOT CALL LIST" guidelines and only contact those individuals who have expressed an interest in being contacted by phone. If at any time a Chesapeake representative is made aware of a client, prospect or member who wishes to have their name removed from a direct marketing list, this information should be reported to the Sales Director.
15. _____ I understand that I can only use CMS approved marketing materials, available from Chesapeake, that have the CMS approval number that should always be on the bottom left corner, and that I cannot alter any materials or create any materials without the permission and approval of Chesapeake and CMS..
16. _____ I will adhere to CMS's "Can and Can't use" marketing language guidelines. Examples: use the term network providers, not participating providers, never use plan for "seniors", use for anyone who has Medicare Parts A and B, never state that the plan is no premium or \$0 premium, use NO plan premium or \$0 plan premium, do not use superlatives, "we are the best", instead use "one of the best" in "XXX." Please refer to the CMS website for more detailed information.
17. _____ I understand that if marketing through Providers, they can not give out or accept enrollment applications. All prospective enrollees must be seen in a common area (an area where patients are not seen) by an authorized Chesapeake representative or applications can not be accepted.
18. _____ I understand that at no time can I give clinical guidance or advice or steer any enrollee to any particular provider or facility.
19. _____ I understand that at no time can I say or imply that I am an employee of Chesapeake.

This agreement shall be forwarded to and kept on file with Chesapeake's Corporate Compliance Department along with a copy of agent license.

20. _____ I understand that I will be provided with a Sales Presentation book, which should be used for all sales presentations to ensure that consistent and accurate information is being distributed.

21. _____ I have completed the Chesapeake mandatory training and understand that I will be required to participate in other mandatory training conducted by Chesapeake or its designate. I pledge that I shall at all times conduct myself and my sales activities in compliance with CMS rules and guidelines, and other applicable laws and regulations. (For further guidance please refer to the CMS website – Managed Care Manual Chapter 3: Marketing).

22. _____ I understand that any breach of the above could result in the immediate, unilateral termination of my Broker/Agent appointment with Chesapeake and agreement with ISAC, and at Chesapeake’s discretion, such a breach may cause the immediate suspension of any compensation. Chesapeake may report breach of any CMS violation to the appropriate regulatory agency.

I (PRINT NAME) _____, have read this Medicare Sales Commitment of Compliance, and agree to the terms and conditions as outlined on this form.

Applicant Signature

Date

Direct Upline Signature

Date

John L. Terry, III
IMGA Financial Group
PO Box 640
Russellville AR 72811
P 800-951-1708
F 479-967-9898

This agreement shall be forwarded to and kept on file with Chesapeake’s Corporate Compliance Department along with a copy of agent license.

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Name: _____
(as shown on your income tax return)

Check appropriate box: Individual/
Sole Proprietor Corporation Partnership Other _____

Address: _____
(number, street and apt. or suite no.)

City: _____ State: _____ ZIP Code: _____

Part I Taxpayer Identification Number (TIN)

Social Security Number: _____ - _____ - _____ or

Employer Identification Number: _____ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (Or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Sign
Here**

Signature of
U.S. Person:

Date:

AUTHORIZATION AGREEMENT FOR ACH CREDITS

(Allows For Electronic Funds Transfer Of Commissions To Your Bank Account)

Company/Individual Name: _____

ID Number: *(Company Tax ID or SSN)* _____

I understand that all advances and commissions due to me will be deposited by the company directly into my account. I (WE) hereby authorize Insurance Services Administration Company, LLC., hereinafter called **ISAC**, to initiate, credit entries and/or correction entries to our [] Checking [] Savings account (select one) indicated below at the depository named below, herein called DEPOSITORY, to credit the same such account.

DEPOSITORY NAME: _____ BRANCH: _____

CITY: _____ STATE: _____

BANK TRANSIT/ABA NUMBER: _____ ACCOUNT NUMBER: _____

This authorization is to remain in full force until ISAC has received written notification from me (or either of us) of its termination in such time and in such manner as to afford ISAC and DEPOSITORY reasonable opportunity to act upon it.

NAME(S): _____ ID Number: _____
(Company Tax ID or SSN)

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

The Chesapeake Life Insurance Company

Disclosure and Release Statement

I, _____, hereby authorize The Chesapeake Life Insurance Company to procure an appointment screening report or consumer credit report from a background investigation company for the limited purpose of evaluating me for state appointment. I specifically understand that it is necessary that I provide my date of birth for the completion of the appointment screening report. I further understand that in all likelihood, the report will contain information about my background, mode of living, character, general reputation and personal characteristics.

I hereby authorize all persons and entities, including but not limited to businesses, corporations, former employers, credit agencies, governmental agencies, law enforcement authorities, educational institutions, state insurance departments, private regulatory agencies and all military services, to release all written and verbal information about me to a background investigation company and The Chesapeake Life Insurance Company and/or IC. I release and hold each harmless from all liability and responsibility for doing so. Furthermore, my consent under this Disclosure and Release Statement allowing a background investigation shall be in full force and effect for the duration of my contract with the company.

I understand that I have specific prescribed rights as a consumer under the federal Fair Credit Reporting Act ("FCRA") and may have additional rights under relevant state law.

Applicant's Printed Full Name

Date

Applicant's Signature

Date of Birth

DRSCHES092007

Insurance Services Administration Company, LLC

Medicare Advantage Commission Schedule

For The Chesapeake Life Insurance Company

Agent

2008

All States - MAPD Plans

<u>Level</u>	Years <u>1</u>	Years <u>2</u>	Years <u>3</u>	Years <u>4+</u>
Agent	\$300.00	\$90.00	\$70.00	\$35.00
Sub - Agent	-	-	-	-

All States - MA-Only

<u>Level</u>	Years <u>1</u>	Years <u>2</u>	Years <u>3</u>	Years <u>4+</u>
Agent	\$275.00	\$90.00	\$55.00	\$15.00
Sub - Agent	-	-	-	-

Commissions For The Chesapeake Life Insurance Company Medicare Advantage Plans

- A. The attached commissions are stated in whole dollars (not percentages). Actual payment will be rounded to be divisible by 12.
- B. First year commissions are advanced on fully completed applications after The Chesapeake Life Insurance Company ("Chesapeake") receives notification from the Center For Medicare and Medicaid Services (CMS) that the applicant is eligible for coverage and Chesapeake notifies Insurance Services Administration Company, LLC ("ISAC") of such approval. Any enrollments with a future effective date of 30 days or more from the application date may be subject to a delayed commission payment.
- C. Full charge back of all first year commissions if CMS rejects the application and/or Chesapeake does not retain at least three months of premium from the policyholder and/or CMS. If Chesapeake receives and retains at least three months of premium from the policyholder and/or CMS, there is no charge back of any of the first year commissions advanced. All commission charge backs may be charged against the next commission advance, earned commission or otherwise offset by ISAC against other compensation due or to become due to you.
- D. Renewal year commissions beginning in Year 2 and after are paid on an as-earned basis (1/12th of the reverse-side amounts) as Chesapeake receives the premium from the policyholder and/or CMS on a monthly basis and Chesapeake pays ISAC. If these premiums are refunded for any reason, the renewal commissions previously paid on such premiums are automatically immediately due ISAC and ISAC may charge same against the next commission advance and/or earned commissions or offset against any other compensation due or to become due to you.
- E. First year and renewal commissions will be paid to you for as long as CMS pays Chesapeake and Chesapeake pays ISAC.
- F. A Paid and Issued Enrollment means each new Chesapeake MEDICARE ADVANTAGE PLAN enrollment issued with a 2008 effective date to a person who was not enrolled in an existing Chesapeake MEDICARE ADVANTAGE PLAN and with respect to which Chesapeake retains at least three months of premium from the policyholder and/or CMS.
- G. ISAC has the right, at any time, to increase or decrease the commissions payable on any policy to be issued by Chesapeake by delivering to you thirty (30) days advanced written notice of the increase or decrease. Any such commission increase or decrease shall not be retroactive, but apply only to policies issued by Chesapeake on or after the effective date specified in the written notice. Nothing shall prohibit you from passing on such commission increases or decreases to your agents.

COMMISSION ADVANCE REQUEST

Insurance Services Administration Company, LLC ("ISAC") at its sole discretion, may advance commissions earned on products sold in accordance with the terms below.

100% first year commissions will be advanced on enrollments approved by CMS and Chesapeake.

Commission advance means that the percentage shown above of the first year commissions is paid in a lump sum within 15 days after Chesapeake Life Insurance Company sends written notice of the policy's approval to ISAC.

In the event that a policy on which advanced commissions were paid is cancelled, terminates for any reason, disenrolls or is rescinded before Chesapeake retains at least three months of premium from the policy holder and/or CMS, ISAC will immediately charge back the entire advance. ISAC reserves the right to cancel modify or remove any agent from commission advancement for any reason at any time.

Printed Name: _____

Signature: _____

Date: _____