



APPOINTMENT CHECKLIST

- ___ Requisition for Agent Appointment form
- ___ Producer's Agreement
- ___ Addendum - Writing Agent and General Agent Signature required
- ___ Copy of agent's insurance license
- ___ Copy of agency's insurance license
- ___ Non-resident appointment fee(s), if applicable
- ___ Direct deposit form, if applicable

AGENT INSTRUCTIONS

1. Complete, sign and date the Requisition for Agent Appointment form, Producer's Agreement and Addendum.
2. Attach a copy of your current agent license for all states you are requesting appointment.
3. Include a copy of your agency license, if required.
4. Enclose a check for all non-resident appointment fees, payable to Madison National Life, if required. (Resident appointment fees are paid by Madison National Life.)
5. Include the direct deposit form, with a voided check or saving account slip, if applicable.
6. Return all items to your General Agent. *These forms must be submitted to your General Agent. They must sign and complete the Addendum.*
7. Verify pre-appointment requirements, if any, prior to soliciting business.

GENERAL AGENT INSTRUCTIONS

1. Review forms for completeness and ensure agent has complied with the above instructions.
2. Sign and complete the Addendum indicating how commissions are to be paid, earned vs. advanced.
3. Verify state regulations that impose additional licensing requirements in order to receive compensation and submit contracting paperwork for those states.

Submit to:

IMGA Financial Group
PO Box640
Russellville AR 72811
Phone: 479-968-1708
Fax: 479-967-9898



IHC

INDEPENDENCE HOLDING COMPANY

REQUISITION FOR AGENT APPOINTMENT

Check Type: Agent _____ Agency _____

IDENTIFICATION (please print or type)

_____ Last Name _____ First Name _____ Middle Name _____ Social Security # _____

Birth Date _____ Place of Birth _____ Age _____ Sex M [] F []

_____ Firm Name (Agency Name Required) _____ Tax I.D. No. _____

Business Address: _____ Physical Address _____ City _____ State _____
_____ County _____ Zip Code _____ Telephone No. _____ Fax No. _____

Resident Address: _____ Physical Address _____ City _____ State _____
_____ County _____ Zip Code _____ Telephone No. _____ Fax No. _____

Email Address: _____

List the carrier(s) you want to be appointed with: Standard Security Life Insurance Company of New York []
Madison National Life Insurance Company, Inc. []
Independence American Insurance Company []

List the state(s) in which you are licensed and want to be appointed in:

State _____ License # _____; State _____ License # _____
State _____ License # _____; State _____ License # _____
State _____ License# _____; State _____ License # _____

Name of Manager/Administrator/General Agent: IMGA Financial Group - John L. Terry, III _____

BACKGROUND - Use separate page if needed

1. Do you carry Errors and Omissions Protection? Yes [] No []

Have you ever been:

- (a) convicted of any criminal felony, involving fraud, dishonesty or a breach of trust
- (b) convicted of an offense under the Violent Crime Control and Law Enforcement Act of 1994; or
- (c) subject to disciplinary proceeding of any federal or state regulatory agency?

Yes [] No [] If yes, provide explanation:

2. Are you bonded? Yes [] No []

3. Has an application for bond ever been declined to you? Yes [] No [] If yes, for what reason?

4. Have you ever had ownership interest in a business venture which declared bankruptcy? Yes [] No []

If yes, give month, year, and details _____

5. Have you been a Judgment Debtor or ever declared personal bankruptcy? Yes [] No []

If yes, give month, year, and details _____

6. Have you ever been short in accounts with any employer? Yes [] No []

If yes, give month, year, and details _____

7. Do you owe an unpaid balance to any insurance company? Yes [] No []

If yes, give month, year, and details _____

8. Have you ever been refused any license applied for? Yes [] No []

If yes, what state(s) and why? _____

9. Has your license ever been cited, suspended or revoked by any state(s)? Yes [] No []

If yes, what state(s) and why? _____

10. Has your appointment ever been terminated involuntarily by an insurance company for reasons other than lack of production? Yes [] No []

If yes, give details: _____

11. Is any charge by any state currently pending against you or against the agency or any member of the agency? Yes [] No []

If yes, give details: _____

12. Do you work for or are you under contract to any financial institution such as a bank, a savings and loan association, any subsidiary, affiliate or holding company of such financial institution? Yes [] No []

If yes, please provide the name and address of the financial institution.

13. Are there any outstanding judgments or liens (including state or federal tax liens) against you? Yes [] No []

If yes, give details: _____

CERTIFICATION/AUTHORIZATION

I certify, under penalty of perjury, that all answers and responses to questions or inquiries contained in this application are true, correct, and complete answers and responses. I further certify that I have read and am familiar with the sections of the insurance code in the state in which I am seeking appointment and that I am withholding no information that would affect my qualification for this appointment. I further certify that I am not prohibited by the Violent Crime Control and Law Enforcement Act of 1994 from engaging in the business of insurance or that I have obtained consent from the appropriate insurance regulator to do so.

I also authorize the Insurance Company to order an investigative report as may be required. I understand that information for the report may be secured from financial sources, and/or public records, or personal interviews with third parties, such as family members, business associates, and/or others with whom I am acquainted. This inquiry may include information as to my character, general reputation, personal characteristics, mode of living, or educational background. I understand that I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of this information if I so desire.

Date _____

Signature _____

Return completed form along with copies of your current license(s) to:

Madison National Life Insurance Company, Inc.
Producer Agreement

Producer Name: _____ (“Producer”) Date _____

- 1) **Appointment.** Madison National Life Insurance Company, Inc. (“Company”) hereby appoints Producer and authorizes Producer to solicit and procure applications for the insurance programs (“Business”) identified in each Addendum attached hereto, on a non-territorial and non-exclusive basis, subject to the terms and conditions of this Agreement.
- 2) **Relationship of the Parties.** Company and Producer each agree that:
 - a) This agreement does not create a relationship of employer/employee, principal/agent, master/servant or other similar relationship between Company and the Producer;
 - b) Producer acknowledges that he/she is not and shall not be considered an agent or representative of Company and that it will not expressly or impliedly represent itself as such;
 - c) Except where state law requires otherwise, Producer is an independent insurance agent representing Producer’s clients; and
 - d) Although Company may provide to Producer information, application or marketing materials (“Supplies”) related to insurance programs, neither this information nor any terms contained in this Producer Agreement provides Company with any right or ability to control the Producer’s activities and/or the way in which Producer communicates with any prospect, applicant or insured.
- 3) **Producer’s Responsibilities.** Producer understands and agrees to:
 - a) solicit applications for insurance policies and certificates of coverage issued by Company; assist applicants in completely, honestly and accurately completing applications for insurance coverage; and submit such applications to Company promptly upon receipt of such applications from applicants;
 - b) market and promote the business using only that advertising, marketing materials and collateral materials that have been approved in advance in writing by Company;
 - c) remit all gross premiums and/or policy fees received or collected by Producer at once to Company with a full and detailed statement;
 - d) refrain from accepting any premium from any insured with the exception of the initial premium collected with the application for coverage;
 - e) service any insurance policy or certificate of coverage issued to any client of Producer in a prompt and courteous manner; *provided however*, Company reserves the right to service any insured at any time to the extent that Company deems necessary;
 - f) observe and comply with the insurance laws and regulations of the state or states in which Producer operates;
 - g) hold all Supplies furnished by Company as property of Company provided for Producer’s use while this Agreement remains in effect and discontinue use of and return same upon demand;
 - h) maintain all records as required by this Agreement or as required by law; and
 - i) perform all of Producer’s responsibilities contained herein in accordance with the rules and guidelines established by Company related to (a) the performance of such responsibilities; and (b) the solicitation and procurement of applications for insurance policies and certificates of coverage.
- 4) **Sub-Producer Appointment, Management and Termination.** If Producer is authorized to recruit sub-producers to solicit and procure applications with regard to the Business, Producer agrees to:
 - a) recruit and select sub-producers who are properly licensed in order to aid in the conduct of Producer’s business and to assist Producer in soliciting applications; *provided however*, that Company reserves the right, exercisable at all times and in the sole discretion of Company, to refuse to allow any agent to assist Producer in soliciting applications with regard to the Business. All contracts with such agents shall be directly between Company and the sub-producer and Producer shall not have the authority to change or terminate any Agreement between Company and any sub-producer;
 - b) timely submit a fully completed Requisition for Agent Appointment Form to Company for any sub-producer the Producer intends to contract together, with copies of the sub-producer’s license(s) attached. Company will notify Producer of its approval of the sub-producer and the sub-producer’s appointment with the proper state prior to the sub-producer’s solicitation of applications for any of the Company’s products;

- c) ensure that sub-producers have been properly contracted with and appointed by Company;
 - d) manage and supervise all of Producer's sub-producers, including:
 - i) advising all sub-producer's of the record keeping requirements contained in this Agreement; and
 - ii) advising all sub-producer's of the advertising, marketing materials and collateral materials that may be used in the solicitation of applications with regard to the Business and all restrictions and limitations related to the use of unauthorized or unapproved marketing and collateral materials; and
- 5) **Notification to Company.** Producer agrees to notify Company:
- a) of any action taken by an Insurance Department Commissioner with regard to Producer's or any sub-producer's license including suspension, revocation, probation, etc., within forty-eight (48) hours of Producer becoming aware of such action;
 - b) of any complaint filed with any state Insurance Commissioner or other entity against Producer or any sub-producer, or of any crimes involving dishonesty or a breach of trust within forty-eight (48) hours of Producer becoming aware of such action;
 - c) of a change of address for Producer or any sub-producer, and remind its sub-producers to comply with applicable state laws by notifying applicable Departments of Insurance of the address change within the required number of days;
 - d) of all suspected fraud on the part of Producer or any sub-producers, insureds, employees or others within forty-eight (48) hours of receiving such information; and
 - e) if Producer desires to remove a sub-agent from Producer's hierarchy.
- 6) **Restrictions on Producer's Authority.** Producer agrees that Producer has no authority and will not:
- a) negotiate, accept, bind coverage under, or alter, any insurance contract, collect any premium thereunder except the initial premium which shall be collected with the application for coverage; or negotiate, endorse or present for payment any check, draft or other instrument made payable to the Company;
 - b) bind Company, by any promise or agreement or incur any debt, expenses or liability whatsoever in the Company's name or account;
 - c) extend the time for payment of any premium or contributions, or bind Company to the reinstatement of any terminated coverage, or accept notes for payment of premiums or contributions;
 - d) waive, alter or modify any terms, conditions or limitations of any policy, certificate, agreement, application or related literature;
 - e) modify the general practices and administrative policies and procedures of Company or its designated third party administrator, and, unless agreed to in writing by an officer of Company, will not make representations to an applicant or insured that the general practices and administrative policies and procedures of Company will be modified;
 - f) create, publish, distribute, circulate or broadcast in the media any advertising material, forms, supplies or other printed matter of any character related to, or that includes the name, logo, trade name or service mark of Company or any of the Company's third party administrators, except as furnished or specifically authorized in writing by an officer of Company;
 - g) commence legal proceedings in connection with any matter related to the Business without written consent of an officer of Company;
 - h) directly or indirectly pay, allow or give, or offer to agree to pay or give any rebate of premium or special favor or advantage to accrue under a policy, certificate or agreement, or any valuable consideration or inducement whatsoever not specified in the policy, certificate or agreement;
 - i) give any information, or make any representations concerning Company, or its policies, other than is contained in the marketing materials, or such other material as may be authorized by Company; or
 - j) represent or hold itself out as a spokesperson for Company in any administrative or judicial proceeding or inquiry by a state insurance department or any regulatory, judicial or governmental Producer of any jurisdiction without the Company's express written approval.

- 7) **Representations and Warranties.** Producer represents and warrants as follows:
- a) Producer is currently properly and appropriately licensed to solicit and procure applications for insurance policies and certificates of coverage in the jurisdiction in which Producer will perform such functions and will maintain such license during the term of this Agreement; and
 - b) Producer will comply with all statutes, regulations and administrative bulletins related to Producer's performance of Producer's responsibilities contain herein.
- 8) **Compensation.** Company and Producer each agree that:
- a) Company or its designee(s) will pay compensation to Producer in accordance with each Addendum attached hereto;
 - b) Company reserves the right to unilaterally amend the Producer Schedule of Commissions or any amendments or Addenda herein upon thirty (30) days written notice to Producer;
 - c) Renewal commissions and service fees set forth in each Addendum begins with the second policy year and is applicable thereafter as long as this Agreement is in full force and effect and the Producer is recognized as the Agent of Record by the Insured;
 - d) Producer must be appropriately licensed in the state in which coverage is issued and must remain appropriately licensed in order to receive compensation related to the solicitation, procurement or sale of insurance policies or certificates of coverage;
 - e) If Company for any reason refunds any premium or part of a premium on any policy, any commissions paid to Producer on the amount refunded shall be repaid to Company or Company may deduct such commission for any amounts Company subsequently owes to Producer;
 - f) Company may offset against any compensation due Producer herein, any amounts now due or which may become due at any time from Producer, and these amounts shall be a first lien against the compensation due Producer under this Agreement;
 - g) Producer may not assign the compensation accruing under this Agreement or any interest therein except with the prior written consent of Company, and any assignment by Producer shall always be subject to the lien provided for in the preceding paragraph, whether for debts or liabilities existing at the time of assignment or thereafter arising;
 - h) In the event that this Agreement terminates Producer shall be entitled to continue to receive compensation in accordance with this Section 8; provided, however, in the event that this Agreement is terminated by the Company at any time pursuant to **Section 10** (c)(ii) or (iii), all of Producer's rights under this Agreement, including Producer's rights to any commissions to which Producer might otherwise become entitled shall terminate upon the termination of this Agreement; and
 - i) In the event that Producer receives advance commissions from Company, as condition for receiving the Advance commission, Producer hereby agrees to the following.
 - i) The advance commission is a loan which shall be secured by the Producer's future earned commission.
 - ii) The outstanding advance commission loan balance will accrue interest at nine percent (9%) per annum; which is subject to change at Company's discretion with 30 days written notice to Producer.
 - iii) Producer shall repay the advance commission loan balance by allowing the Company to deduct up to one-hundred percent (100%) of the Producer's monthly earned commission payable and apply such amount to the repayment of the outstanding advance commission loan balance until such time as Producer no longer has any advance commission loan balance.
 - iv) The Company shall have a first lien and right of offset against the compensation due Producer under this Agreement or any other agreement or arrangement between the Company and Producer for any outstanding balance for advance commission paid to Producer;

- v) Producer hereby guarantees to Company the timely payment of unpaid advance commission loan balance of all sub-producers assigned to Producer and agrees to pay to Company any indebtedness incurred but not repaid by any sub-producer assigned to Producer. Upon repayment by Producer of any amount owed to Company by a sub-producer of Producer, Company shall assign Company's rights and interests to such outstanding indebtedness to Producer and Producer shall have the right to collect such outstanding indebtedness directly from its sub-producer.
 - vi) This entire section shall survive the termination of all contractual relationships between Company and Producer.
 - vii) The Company reserves the right without limitation or notice to modify or terminate the amount of any advance commission paid to Producer.
 - viii) In the event it becomes necessary to enforce payment of this indebtedness through legal action, Producer agrees to reimburse Company all expenses incurred by Company in doing so including, without limitation, attorney fees, legal expenses and court costs
 - j) Producer shall not be entitled to any compensation for services of any kind rendered to or for Company by Producer, agents or employees of Producer except as enumerated in this Agreement.
- 9) **Termination of Agent of Record.** A request by an insured or group policyholder to terminate Producer as Agent of Record, communicated in writing to Company, shall terminate any accrual of commission or other remuneration for such account effective as of the first day of the month following receipt of the request; provided, however, that no request shall be honored and the Agent of Record shall not be changed prior to the first anniversary of the policy or certificate of coverage. If a change of Agent of Record request is received prior to the first anniversary of the effective date of the policy or certificate of coverage, the new Agent of Record is not eligible for commission prior to the first anniversary of the policy or certificate of coverage. The request for change of Agent of Record shall terminate Producer's obligation to provide any further service to such insured or policyholder. Producer agrees to notify Company in writing within thirty (30) days of receiving written notice from an individual or policyholder that it is terminating its relationship with Producer. Any request by an insured or group policyholder to change an Agent of Record must be in writing, on the insured's or group's stationary or letterhead, and must be signed by an appropriate representative of the insured or group policyholder.
- 10) **Effective Date, Term and Termination.** Company and Producer each agree that:
- a) This Agreement, together with any Addenda hereto, shall become effective as of the date executed by Company below.
 - b) This Agreement, together with any Addenda hereto, shall continue until terminated by either party pursuant to this section.
 - c) This Agreement, together with any Addenda hereto, shall terminate:
 - i) Thirty days following written notice by either party mailed to the last known address of such other party;
 - ii) Immediately upon notice from Company to Producer for any act of dishonesty or fraud as determined at Company's sole discretion;
 - iii) Automatically without any notice upon revocation, termination or non-renewal of Producer's license;
 - iv) Automatically terminate without notice following the date of a sole-proprietor Producer's death with no accrual of commissions following the termination date; or
 - v) If Producer is a partnership or corporation, automatically without notice on the date of dissolution of the partnership or corporation with no accrual of commissions following the effective date of termination.
- 11) **Reservation of Rights.** Company and Producer each agree that Company reserves the right:
- a) To discontinue or withdraw any plan of insurance and to set the commission percentage rates on plans which are now, or may hereafter be offered by Company.
 - b) To change commission percentage rates by providing a dated amendment to this Agreement.
 - c) To solicit and write business directly or through other producers or agencies in the same geographic area as Producer and Producer shall have no exclusive right to represent Company within any territory.

- 12) **Agent Appointment.** Producer is responsible for costs associated with its non-resident agent appointment(s). Company will advance on behalf of Producer such fees. Producer authorizes Company to recover non-resident appointment fees from Producer’s first payable compensation. Producer agrees to reimburse Company for any appointment fees advanced by Company, within six months of appointment, in the event there is no payable compensation. Producer authorizes Company to pay any future non-resident appointment renewal fees out of the Producer’s payable compensation, as described in Section 7. If the Producer has no payable compensation at the time of non-resident appointment renewal, Producer agrees to remit reimbursement to Company within 30 days of payment by Company.
- 13) **Liability.** Producer shall indemnify Company for, and hold Company harmless against, any and all claims, actions, liabilities, losses, damages of any nature, whether compensatory or punitive, judgments, awards, or settlements, charges and expenses, including court costs and attorney’s fees, that Company may at any time sustain or incur by reason of any unlawful or negligent act or omission of Producer, and any misrepresentation by Producer, or any breach by Producer of the terms of this Agreement.
- 14) **Confidentiality.** Producer agrees to protect the confidentiality of protected health information in accordance with Exhibit A which is attached hereto and incorporated herein.
- 15) **Miscellaneous.** Producer understands and agrees that:
 - a) This Agreement, which includes the Producer Commission Schedule and any amendments and Addenda thereto, contains the entire understanding between the parties on the subject matter of this Agreement. No representations, inducements, promises or agreements, oral or otherwise, not embodied in this written Agreement shall be of any force or effect. This Agreement supersedes and replaces any and all contracts or agreements, whether oral or written between the parties on the subject matter of this Agreement. No oral promises or representations shall be binding nor shall this Agreement be modified except by agreement in writing, executed on behalf of Company.
 - b) No failure or delay on the part of either party in exercising any right, remedy, power or privilege herein shall operate as a waiver thereof unless a written memorandum specifically expressing such waiver, and signed by an officer of Company, is forwarded to Producer. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach.
 - c) Neither this Agreement nor any accruals of commissions or other remuneration shall be assigned, transferred or pledged by either party without the prior written consent of the other.
 - d) If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable, such provision shall be severed and the remaining provisions of this Agreement shall continue in full force and effect.
 - e) This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

The Producer and signer jointly and severally guarantee all obligations of the Producer under this Agreement.

Producer Signature

Madison National Life Insurance Company

Printed Name Title

Printed Name Title

Date

Date

EXHIBIT A - Confidentiality Agreement

- 1) Purpose. The Purpose of this Exhibit is to demonstrate both parties' commitment to full compliance with all applicable privacy rules and regulations governing the use and disclosure of individually identifiable personal health and financial information by establishing contractual standards for such use and disclosure.
- 2) Definitions. Terms used this Exhibit are defined as follows:
 - a) *Administrative Safeguards* means administrative actions, policies and procedures to manage the selection, development, implementation, and maintenance of security measures to protect electronic Protected Health Information and to manage the conduct of the covered entity's workforce in relation to the protection of Protected Health Information.
 - b) *Disclose or Disclosure* means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.
 - c) *Individual* means the person who is the subject of protected health information and shall include persons who qualify as a personal representative.
 - d) *Individually Identifiable Health Information* is health information, including demographic information collected from an individual, that:
 - i) Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
 - ii) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - iii) Either identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
 - e) *Personally Identifiable Financial Information* means any information regarding a specific consumer that is obtained in connection with the services being provided herein.
 - f) *Physical Safeguards* means physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment from natural and environmental hazards and unauthorized intrusion.
 - g) *Privacy Rule* means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - h) *Protected Personal Information ("PPI")* means Personally Identifiable Financial Information and Individually Identifiable Health Information that is maintained in any form, including electronic media and/or transmitted in any form, including by electronic media.
 - i) *Required by Law* has the same meaning as the term "required by law" in 45 CFR §164.501.
 - j) *Security Rule* means the Security Standards at 45 CFR Part 160, Part 162 and Part 164.
 - k) *Security Incident* means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
 - l) *Technical Safeguards* means the technology and the policy and procedures for its use that protects electronic Protected Health Information and controls access to it.
 - m) *Use* means, with respect to Individually Identifiable Health Information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.
- 3) Producer's Privacy Obligations. At all times Producer agrees to:
 - a) Refrain from using or disclosing PPI for any purpose other than for the purpose of the business discussions as described in the Agreement, including this Exhibit, as specifically required in order to perform the services for which Producer has been engaged or as permitted by law;
 - b) Implement and utilize appropriate safeguards to prevent the Use or Disclosure of PPI other than as provided for by this Agreement;
 - c) Mitigate, to the extent practicable, any harmful effect that is known to Producer as a result of a Use or Disclosure of PPI by Producer in violation of the requirements of this Agreement;
 - d) Report to Company any Use or Disclosure of PPI not provided for by this Agreement of which Producer becomes aware;
 - e) Make Producer's internal practices, books, and records, including policies and procedures, relating to the Use and Disclosure of PPI available to Company or to the Secretary of the Department of Health and Human Services for purposes of determining Company's compliance with the Privacy Rules;
 - f) Document Disclosures of PPI and information related to such Disclosures as would be required in order to permit Company to respond to a request by an Individual for an accounting of such Disclosures of PPI in accordance with the Privacy Rule;
 - g) Implement and utilize safeguards to Use or Disclose only the minimum necessary information in the performance of Producer's obligations under this Agreement; and

- h) Refrain from Using or Disclosing PPI for any marketing purposes not authorized by this Agreement.
- 4) Producer's Security Obligations. At all times Producer agrees to:
- Implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards that 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 Company;
 - Enter into a contractual agreement with any subcontractor to whom it provides such information that requires such subcontractor to implement reasonable and appropriate Administrative Safeguards, Physical Safeguards, and Technical Safeguards to protect electronic Protected Health Information that the subcontractor creates, receives, maintains, or transmits on behalf of Company as part of Producer's performance of the delegate administrative services; and
 - Report to Company any Security Incident of which Producer becomes aware.
- 5) Company's Obligations. At all times Company agrees to:
- Notify Producer of any limitation(s) in Company's Notices of Privacy Practices, to the extent that such limitation may affect Producer's Use or Disclosure of PPI;
 - Notify Producer of any changes in, or revocation of, permission by an Insured to Use or Disclose PPI, to the extent that such changes may affect Producer's Use or Disclosure of PPI;
 - Notify Producer of any restriction to the Use or Disclosure of PPI to which Company has agreed, to the extent that such restriction may affect Producer's Use or Disclosure of PPI;
 - Refrain from requesting that Producer Use or Disclose PPI in any manner that is not legally permissible if done by Company except to the extent necessary for any data aggregation services or Producer's management and administrative activities.
- 6) Term and Termination.
- The Term of this Exhibit shall be effective as of effective date of the Agreement and shall terminate as of the termination of the Agreement.
 - Upon Company's knowledge of a material breach of this Exhibit by Producer, Company shall, at its discretion, either:
 - Provide an opportunity for Producer to cure the breach or end the violation or terminate the Agreement in accordance with Section 17.6 of the Agreement; or
 - If cure is not possible, immediately terminate the Agreement.
 - If neither termination nor cure is feasible, Company may report the violation to the Secretary of the Department of Health and Human Services at its discretion.
- 7) Obligations upon Termination of this Agreement
- Upon the termination of the Agreement, Producer shall return to Company all PPI that Producer has in its possession and retain no copies of such PPI, except for that PPI necessary for Producer's management and administrative activities. This provision shall apply to PPI that is in the possession of contractors, consultants and vendors of Producer.
 - If Producer is unable to return the PPI provided to Producer by Company or created by Producer on Company's behalf, Producer shall:
 - Provide to Company notification of the conditions that make return or destruction infeasible; and
 - Permanently destroy by shredding or otherwise destroying all paper or other hard copy media on which it is recorded, and/or erasing it from any hard drive, tape, diskette, compact disk or other electronic medium on which it has been stored using a method which renders the information unrecoverable.
 - If the return or destruction of the PPI is not feasible, Producer shall extend the protections of this Agreement to, and comply with its obligations herein regarding, the PPI and not make any further Use or Disclosure of the PPI.
- 8) Amendment. The Parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Company to comply with the requirements of the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- 9) Regulatory References. A reference in this Exhibit to the Privacy Rule or Security Rule means the Section of the Privacy Rule or Security Rule then in effect or as amended.
- 10) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Company to comply with the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.



Madison National Life Insurance Company (“MNL”) offers Direct Deposit of your commission or service fees into your bank account.

- Benefits of the Direct Deposit program are:
- Faster receipt of commissions
 - No lost checks
 - No trips to the bank to deposit funds

If you are on the Direct Deposit program, you will soon receive your statements on the website, <http://medlife.MNLusa.com/>. No paper statement will be mailed.

The authorization below states that we may make debit entries to your account only in the rare case of a bank error or commission processing error. **We will NOT deduct debit balances from your bank account.**

To participate in the Direct Deposit Program, please complete the authorization form below. **Please sign the form and attach a voided check or a savings deposit slip to the form, and mail to the Agent Contracting Department PO Box 35607 Phoenix AZ 85069.**

If you change your bank account number, please notify us immediately to avoid any delays in your commission or service fees. **A written request along with a new voided check or deposit slip is required to change this information.**

Direct Deposit Authorization

Please complete and return to the Agent Contracting Department

Agent Name/Corporation Name: _____ Date: _____

Agent Number/Numbers: (Please list all agent numbers used) _____

Social Security or Tax ID Number: _____

E-mail Address: _____

I authorize MNL to initiate electronic credit entries for commissions or service fees due. Debit entries will only be made in the rare case of an error either by the bank or MNL to correct a credit entry previously made or a commission processing error.

- Checking Account (Attach a voided check and sign below)**
- Savings Account (Attach a savings deposit slip and verify with your bank your routing/transit number.) If depositing to a savings account, please ask your bank to give you the Routing/Transit Number for your account. This is not always the same as on a savings deposit slip. This will ensure your commission deposits are made correctly.)**
- Change of Account**

As of, _____ my bank information is as follows. In order to change the bank information, I
(date)

must submit a written request along with a new voided check or deposit slip.

Financial Institution: _____

City: _____ State: _____ Zip Code: _____

Routing/Transit Number: _____ (9 digit number – if unsure, contact your bank)

Account Number: _____

This authority will remain in effect until MNL has received written notice from me. I agree to contact MNL in writing if I change banks or bank accounts for my deposits.

Signature: _____

MEDLIFE PLAN
WRITING AGENT ADDENDUM

This Addendum to the Producer Agreement identifies: (1) the line of business for which Agency is appointed and authorized to solicit and procure applications; and (2) the commission schedule applicable to such line of business. This Addendum is subject to all of the terms and conditions of the Agreement and shall be made part of and attached thereto.

Payor: Madison National Life

Line of Business: MedLife Plan

Schedule of Commissions:

Individual/ Family Major Medical 1 st year commissions	Individual/ Family Major Medical Second and Future Years Renewal Service Fees
20%	5%

For purposes of determining all first-year commissions and future years' Service Fees, all administration fees, HSA vendor fees, premium rate increases whether or not due to medical and/or non-standard industry load(s), renewal load(s), area rate increases, and conversions will not be included. Commissions will be paid based upon the lower of the first modal premium or the current premium.

Re-written business (case previously issued that is now being re-written subject to underwriting approval) will be subject to the renewal commission level.

Term Life 1 st year Commissions	Term Life 2 – 5 year commissions	Term Life 6 – 10 year commissions	Term Life 11+ years commissions
90%	4%	3%	0%

To Be Completed By Producer If Compensation Is To Be Assigned To An Agency or Individual:

Agent or Agency: _____	SSN or TIN#: _____
Address/City/State: _____	
Signature: _____	Dated: _____, 20____

To Be Completed By MGA/ GA only:

Name: _____	
Major Medical commission to be paid to sub-producer as follows:	<input type="checkbox"/> Earned <input type="checkbox"/> Advanced
Term Life commission to be paid to sub-producer as follows:	<input type="checkbox"/> Earned <input type="checkbox"/> Advanced
Signature: _____	

To Be Completed By Company:

Executed By: _____	Dated: _____, 20____
Madison National Life Insurance Company	
Effective Date of this Addendum: _____	