



Raccuglia Financial
BROKERAGE, INC.

Commitment to Integrity and Service

7270 W. 98th Terrace, Ste 120
Overland Park, KS 66212

AETNA

APPOINTMENT INSTRUCTIONS

Thank you for your interest in contracting with AETNA through Raccuglia Financial.

To complete the appointment process with AETNA, please complete and return the following items:

- Producer Information & appointment Form
- General Agent agreement
- Void check
- Copy of Errors and Omissions Insurance Certificate
- Copy of licenses (if applicable)

The completed forms can be faxed, emailed, or mailed to us at the address below.

Raccuglia Financial
7270 W. 98th Terrace, Ste 120
Overland Park, KS 66212
Fax: 913.385.9055
Email: Annette@rfb-inc.com

If you have any questions please contact Annette Raccuglia.

913.385.9050

800.842.7324

913.385.9055 – FAX


www.rfb-inc.com



American Continental Insurance Company
 Continental Life Insurance Company of
 Brentwood, Tennessee
 Aetna Companies
 P.O. Box 1188
 Brentwood, TN 37024
 Tel: 800 445.4254 opt. 7
 Fax: 866 618.4993
 AETSSContracting@Aetna.com

Contracting Checklist

from American Continental Insurance Company (ACI) and
 Continental Life Insurance Company of Brentwood, Tennessee (CLI)

 **NOTE: You are not authorized to solicit any application on behalf of the company until you receive your “welcome” letter and company writing code.**

Complete the following for each agent to be appointed:

To prevent delay, please complete all required documents before submitting.

FORM	NOTES
<input type="radio"/> Contract	All pages
<input type="radio"/> Producer Information And Appointment Form (PIF) (#GEN0798)	All pages
<input type="radio"/> Commission schedule (ACI and/or CLI)	Not applicable for licensed only agents
<input type="radio"/> License copy	Licenses for all states in which you are requesting appointment
<input type="radio"/> Appointment fee (CLI only)	Payment by check only
<input type="radio"/> Final Expense Contract Addendum (#ACIFE0846) and Hierarchy (#ACIFE0633) Forms	If applicable; up-line Agent needs to sign as MGA and guarantor



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

Aetna Companies
P.O. Box 1188
Brentwood, TN 37024
Tel: 800.264.4000
Fax: 866.618.4993
AETSSContracting@Aetna.com

Producer Information And Appointment Form (PIF)

from American Continental Insurance Company (ACI) and Continental Life Insurance Company of Brentwood, Tennessee (CLI)

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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 one or both

- American Continental Insurance Company (ACI)
 - Continental Life Insurance Company of Brentwood, Tennessee (CLI)
- 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)

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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.

Producer Information And Appointment Form (PIF)

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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

\$

Producer Information And Appointment Form (PIF)

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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 <i>If any</i>
\$	\$

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>i.e., weekly, monthly, etc.</i>	Current balance
\$.	\$

For Chapter 13

Date of filing <i>mm/dd/yyyy</i>	Date of discharge <i>mm/dd/yyyy</i>
.	.

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>i.e., weekly, monthly, etc.</i>
\$.

Projected completion date <i>mm/dd/yyyy</i>	Current balance
.	\$

Average annual income for the last two years
 \$

Producer Information And Appointment Form (PIF)

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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

\$

Producer Information And Appointment Form (PIF)

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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

Name and jurisdiction of investigating entity

Month and year investigation began

•

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 Aetna Inc. and its affiliates 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 Aetna Inc., or one or more of its affiliates. 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, Aetna Inc. is 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

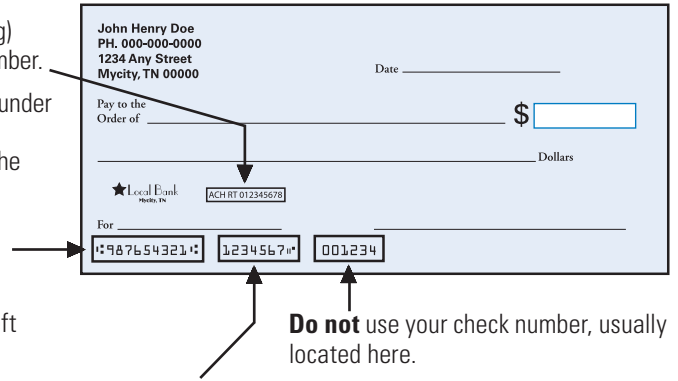
.....

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 Inc. companies listed at the top of page 1 are referred to as "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 contract which may be downloaded and printed at: www.cont-life.com (Prospective Agent). You may also request a copy by calling 800 264.4000.
- 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 Aetna Inc. and its affiliates 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.
- 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.cont-life.com (Prospective Agent). You may also request a copy by calling 800 264.4000.
- If applicable, authorize the selected Aetna Inc. 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.

Producer Information And Appointment Form (PIF)

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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	Health Insurance	Final Expense
American Continental Insurance Company	.	n/a	separate forms required
Continental Life Insurance Company of Brentwood, Tennessee	.	.	



For Final Expense, complete separate Contract Addendum and Hierarchy forms.

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	.

General Agent Contract

SECTION I - PARTIES

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

- American Continental Insurance Company, its successor and/or assign (referred to as "Company" singularly or collectively)
- Continental Life Insurance Company of Brentwood, Tennessee, 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 General Agent (referred to as "GA") with the authority and obligations set forth in this Contract. GA hereby accepts such appointment and agrees to the terms and conditions of this Contract.
2. GA shall solicit only in the territory where the Company officially appoints said GA. GA 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. GA understands and agrees that it is an independent contractor, not an employee of Company. GA 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 GA from its duty to comply with Company rules and with those governmental laws and regulations that apply to GA or Company. If training courses, sales methods and materials, office facilities or similar aids and services are extended or made available to the GA, it is agreed that the purpose and effect is not to give Company control of the GA's time or direction or control over the manner or means by which the GA shall conduct business, but only to assist the GA in such business and to comply with governmental laws and regulations.

SECTION III - AUTHORITY AND LIMITATIONS

4. Provided GA is properly licensed and appointed with Company, GA 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. GA agrees that all cash, checks or monies received by GA for or on behalf of Company shall be held by GA in trust for Company and shall be promptly submitted to Company in accordance with the Company's rules and practices.
5. GA is authorized to: (a) recommend licensed Agents or General Agents for appointment and assignment to GA. GA 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 GA (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. GA's authority to represent Company is expressly limited to the terms of this Contract. By entering into this Contract and accepting Company's authorizations, GA 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 GA 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, field guides, authorized software, and other communications directed to GA from time to time by Company;
 - (c) To be competent and knowledgeable in the insurance products for which GA 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 GA 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 GA's behalf and to indemnify Company for its losses resulting from the acts and omissions of its Agency, employees and others acting on the GA'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 GA 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;

SECTION IV - LIEN AND SET-OFF

7. GA 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 GA. Company may charge and set off any such amounts due from compensation payable. In addition, GA 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 GA, 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 GA in connection with the sale of Company's insurance products.

8. **Personal Production** - Company will pay GA first year commissions and renewal commissions at the rates and for the policy years set forth on the Schedule of Commissions herein when the respective premiums on policies personally produced by GA are actually due and paid to the Company. If a policy personally produced by GA is lapsed for non-payment of premiums and is subsequently reinstated, except when through the direct efforts of the GA, the payment of future Compensation shall be governed by the Company's then current rules and practices.
9. **Agency Production** - GA 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 GA'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 GA.
 - (c) Where Company pays all of the first year and renewal commissions directly to GA on business produced by members of the Agency, GA agrees to accept full responsibility and liability for prompt and full payment of all such commissions to GA's Agents pursuant to the terms of GA's separate agreement with such Agents. In addition, GA 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 GA on business produced by said member.
10. The Company shall mail to the last known address of GA 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 GA 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. GA agrees to repay Company, by charge back or direct payment, the amount of Compensation previously paid to GA 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 GA 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 GA:
- (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 GA's license after being cited for misconduct by any governmental authority exercising jurisdiction over GA;
 - (e) Willful violation of the laws, rules or regulations of any jurisdiction or any governmental authority exercising jurisdiction over GA; 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 GA 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 GA's rights to compensation and authority to represent Company hereunder

as does termination. Company will notify GA 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 GA. 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 GA 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 GA's death, if GA is a natural person; or
- (b) Any license or registration GA is required to maintain under the terms of this Contract is canceled, revoked or not renewed; or
- (c) If GA is a corporation, limited liability company or partnership, GA is dissolved, or ceases to exist.

SECTION VII - VESTED COMPENSATION

17. Compensation due and payable to GA will be fully vested and payable to GA after termination of this Contract subject to the following provisions:

- (a) If such termination is for any cause other than GA's death or GA's violation of any of the terms or provisions of this contract, GA 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 GA, 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 GA.
- (c) If GA is terminated for "cause", in accordance with Paragraph 14, at, before or after such termination, all Compensation due or to accrue to the GA under this Contract and Schedule of Commissions or any previous contract and Schedule of Commissions between GA and Company shall be forfeited to Company. Forfeited Compensation will not be applied to offset any indebtedness owed by GA 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 GA.
- (e) If after termination of this contract the net Compensation paid to GA 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. GA 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 GA by Company are the property of Company and shall be returned to Company immediately upon termination of this Contract at GA'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 GA 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 GA 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 GA 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 GA's obligations under HIPAA and GA acknowledges receipt of the Producer Conduct Rule, which is fully incorporated herein by reference.

SECTION XVIII - INDEMNIFICATION

28. GA 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 GA or others acting for or on behalf of GA, including Agents and General Agents, including, but not limited to, failure to comply with the provisions of this Contract. GA 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 GA. Company agrees to indemnify and hold GA 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, GA and Company have entered into this agreement through their duly authorized representatives on the dates set forth below.

CONTINENTAL LIFE INSURANCE COMPANY
COMPANY OF BRENTWOOD, TENNESSEE

GENERAL AGENT

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

AMERICAN CONTINENTAL INSURANCE COMPANY

By: _____

Title: _____

Date Signed: _____

COMPLETE IF GA 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 GA in this Contract.

Date Signed

Personal Signature



American Continental
Insurance Company

Continental Life Insurance
Company of Brentwood,
Tennessee

Aetna Companies

800 Crescent Centre Dr.
Suite 200
Franklin, TN 37067

Contract Addendum Final Expense Life Insurance

from American Continental Insurance Company and/or
Continental Life Insurance Company of Brentwood, Tennessee

Page 1 of 3

This Addendum is required for all Producers who have a Marketing General Agent, General Agent, or Agent contract with American Continental Insurance Company and/or Continental Life Insurance Company of Brentwood, Tennessee (hereafter collectively called, "Company") and who wish to be approved to sell the Company's Final Expense products.

1. Request for approval to sell Final Expense

This is an addendum to the contract. A contract is required with each legal entity for which you wish to sell Final Expense.

The Producer named in Section 5 requests approval to sell the Company's Final Expense product under the terms of the applicable Company contract which this Addendum pertains and acknowledges that such approval is contingent upon the Producer either executing the Financing Agreement, and the Note and Security Agreement in Sections 2 and 3, or by selecting "no" to commission advancing in Section 5 and upon the Company's written authorization.

2. Financing Agreement

Section 2 is only applicable if Producer chooses to request commission advancing in Section 5.

The Producer requests approval to sell the Company's Final Expense and further requests commission advancing.

If approved by the Company, advancing will apply to all Final Expense 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 and that in the event of conflict between this Agreement or the Note and Security Agreement and any other contract between the parties, terms in this Financing Agreement shall prevail, or, where applicable, terms in the Note and Security Agreement shall prevail.

Contract Addendum

Page 2 of 3

3. 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 American Continental Insurance Company and/or Continental Life Insurance Company of Brentwood, Tennessee (hereafter collectively called "Company"), the principal sum of all indebtedness resulting from loans to Producer in accordance with the Company Final Expense 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.

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.

4. Disclosure of intent to obtain consumer reports

This is to advise you that Aetna Inc. and its affiliates 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 Aetna Inc., 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.

Contract Addendum

5. Acknowledgement

Complete and return to:

Fax
866 618.4993


Email
AETSSIcontracting@Aetna.com


If LOA, do not complete
commission advancing.

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 3 for details.

Approval is required by the
Company before a Producer can
sell Company's Final Expense or
receive advancing. Advancing
will not apply to policies issued
prior to the Company approval
date.

Approval to market the Final
Expense product will be emailed.

 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.

Producer *Name of entity or individual*

Date

Email address

LOA only Yes No

Commission advancing

The Producer named above requests commission advancing

Yes No

If "Yes", pick one: 6 month commission advancing

9 month commission advancing

The Producer named above:

- Requests approval to sell the Company's Final Expense product.
- Does/does not request commission advancing as indicated above.
- Agrees to the Terms of this Addendum.
- Authorizes Aetna Inc. and its affiliates 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.

Corporation

Date

Producer's signature

Title

General Agent's/Managing General Agent's signature

Home office use only.

Company approval

Signature of authorized official

Date

Approved for marketing Final Expense?

Yes No

Advancing approved?

Yes No

General Agent Contract

SECTION I - PARTIES

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

- American Continental Insurance Company**, its successor and/or assign (referred to as "Company" singularly or collectively)
- Continental Life Insurance Company of Brentwood, Tennessee**, 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 General Agent (referred to as "GA") with the authority and obligations set forth in this Contract. GA hereby accepts such appointment and agrees to the terms and conditions of this Contract.
2. GA shall solicit only in the territory where the Company officially appoints said GA. GA 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. GA understands and agrees that it is an independent contractor, not an employee of Company. GA 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 GA from its duty to comply with Company rules and with those governmental laws and regulations that apply to GA or Company. If training courses, sales methods and materials, office facilities or similar aids and services are extended or made available to the GA, it is agreed that the purpose and effect is not to give Company control of the GA's time or direction or control over the manner or means by which the GA shall conduct business, but only to assist the GA in such business and to comply with governmental laws and regulations.

SECTION III - AUTHORITY AND LIMITATIONS

4. Provided GA is properly licensed and appointed with Company, GA 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. GA agrees that all cash, checks or monies received by GA for or on behalf of Company shall be held by GA in trust for Company and shall be promptly submitted to Company in accordance with the Company's rules and practices.
5. GA is authorized to: (a) recommend licensed Agents or General Agents for appointment and assignment to GA. GA 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 GA (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. GA's authority to represent Company is expressly limited to the terms of this Contract. By entering into this Contract and accepting Company's authorizations, GA 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 GA 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, field guides, authorized software, and other communications directed to GA from time to time by Company;
 - (c) To be competent and knowledgeable in the insurance products for which GA 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 GA 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 GA's behalf and to indemnify Company for its losses resulting from the acts and omissions of its Agency, employees and others acting on the GA'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 GA 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;

SECTION IV - LIEN AND SET-OFF

7. GA 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 GA. Company may charge and set off any such amounts due from compensation payable. In addition, GA 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 GA, 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 GA in connection with the sale of Company's insurance products.

8. **Personal Production** - Company will pay GA first year commissions and renewal commissions at the rates and for the policy years set forth on the Schedule of Commissions herein when the respective premiums on policies personally produced by GA are actually due and paid to the Company. If a policy personally produced by GA is lapsed for non-payment of premiums and is subsequently reinstated, except when through the direct efforts of the GA, the payment of future Compensation shall be governed by the Company's then current rules and practices.
9. **Agency Production** - GA 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 GA'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 GA.
 - (c) Where Company pays all of the first year and renewal commissions directly to GA on business produced by members of the Agency, GA agrees to accept full responsibility and liability for prompt and full payment of all such commissions to GA's Agents pursuant to the terms of GA's separate agreement with such Agents. In addition, GA 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 GA on business produced by said member.
10. The Company shall mail to the last known address of GA 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 GA 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. GA agrees to repay Company, by charge back or direct payment, the amount of Compensation previously paid to GA 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 GA 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 GA:
- (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 GA's license after being cited for misconduct by any governmental authority exercising jurisdiction over GA;
 - (e) Willful violation of the laws, rules or regulations of any jurisdiction or any governmental authority exercising jurisdiction over GA; 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 GA 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 GA's rights to compensation and authority to represent Company hereunder

as does termination. Company will notify GA 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 GA. 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 GA 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 GA's death, if GA is a natural person; or
- (b) Any license or registration GA is required to maintain under the terms of this Contract is canceled, revoked or not renewed; or
- (c) If GA is a corporation, limited liability company or partnership, GA is dissolved, or ceases to exist.

SECTION VII - VESTED COMPENSATION

17. Compensation due and payable to GA will be fully vested and payable to GA after termination of this Contract subject to the following provisions:

- (a) If such termination is for any cause other than GA's death or GA's violation of any of the terms or provisions of this contract, GA 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 GA, 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 GA.
- (c) If GA is terminated for "cause", in accordance with Paragraph 14, at, before or after such termination, all Compensation due or to accrue to the GA under this Contract and Schedule of Commissions or any previous contract and Schedule of Commissions between GA and Company shall be forfeited to Company. Forfeited Compensation will not be applied to offset any indebtedness owed by GA 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 GA.
- (e) If after termination of this contract the net Compensation paid to GA 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. GA 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 GA by Company are the property of Company and shall be returned to Company immediately upon termination of this Contract at GA'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 GA 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 GA 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 GA 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 GA's obligations under HIPAA and GA acknowledges receipt of the Producer Conduct Rule, which is fully incorporated herein by reference.

SECTION XVIII - INDEMNIFICATION

28. GA 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 GA or others acting for or on behalf of GA, including Agents and General Agents, including, but not limited to, failure to comply with the provisions of this Contract. GA 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 GA. Company agrees to indemnify and hold GA 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, GA and Company have entered into this agreement through their duly authorized representatives on the dates set forth below.

CONTINENTAL LIFE INSURANCE COMPANY
COMPANY OF BRENTWOOD, TENNESSEE

GENERAL AGENT

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

AMERICAN CONTINENTAL INSURANCE COMPANY

By: _____

Title: _____

Date Signed: _____

COMPLETE IF GA 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 GA in this Contract.

Date Signed

Personal Signature

Assignment of Compensation

INSTRUCTIONS

- Use this assignment of compensation form (the "Assignment") to assign your commissions
- Complete Sections I-III.
- Be sure to sign and date the form. **Original signatures required (and title, if other than individual).**
- Assignee must be licensed and appointed if involved with the sale of the policy generating the assigned commissions.
- Assignee must be licensed and appointed if required by state regulation (i.e. VA)
- Mail completed forms directly to the address or fax that you currently utilize for Licensing forms.

SECTION I – COMPENSATION TO BE ASSIGNED

Please check which Company(s) you would like to apply this to:

Company

- Continental Life Insurance Company of Brentwood, Tennessee
- American Continental Insurance Company

Agent/Producer Codes (Agent #s)

- All Specify: _____
- All Specify: _____

Assignment effective for all Company business (for the companies checked above).

All commissions on the above Agent numbers will be assigned.

SECTION II – TYPE OF ASSIGNMENT – MUST CHECK EITHER ABSOLUTE OR REVOCABLE

Absolute Assignment NOTE: Company will report all income paid under this Assignment to assignee.

For value received, the undersigned Assignor,

Assignor Name _____ Assignor SSN/Tax ID _____

Hereby sells, irrevocably assigns, transfers, and sets over unto the Assignee,

Assignee Name _____ Corporation or Non-incorporated Entity Assignee SSN/Tax ID _____

Assignee Address _____ City _____ State _____ Zip _____

for value all right, title, and interest, in and to the compensation that is now or may hereafter be due and payable to the undersigned Assignor in accordance with and subject to the terms and conditions of your contract or compensation agreement or agreements between or among one or more of the companies checked above (referred to in this assignment form as "Company") and one or more of the General Agent(s) of the Company through whom the undersigned placed the policies for which the compensation is payable (the "Agreements"). This type of assignment can only be revoked by the Assignee.

Revocable Assignment NOTE: Company will report all income paid under this Assignment to the assignor whether revoked or not and commission statements will continue to be sent to the Assignor.

The undersigned Assignor,

Assignor Name _____ Assignor SSN/Tax ID _____

Hereby directs one or more of the companies checked above (collectively, the "Company") to pay to the Assignee,

Assignee Name _____ Corporation or Non-incorporated Entity Assignee SSN/Tax ID _____

Assignee Address _____ City _____ State _____ Zip _____

all compensation that is now or may hereafter be due and payable to the undersigned Assignor in accordance with and subject to the terms and conditions of your contract or compensation agreement or agreements between or among the Company and one or more of the General Agent(s) of the Company through whom the undersigned placed the policies for which the compensation is payable. This assignment shall remain in effect until revoked by the Assignor. Assignor can revoke assignment upon written request to the Company without the consent of Assignee. Revocation will not take effect until acknowledged by Company's authorized home office employee. (Revocation of assignments, not made on this form, will require the written consent of the Assignee.)

SECTION III – AGENT ACKNOWLEDGMENT AND REPRESENTATIONS

THIS ASSIGNMENT WILL NOT TAKE EFFECT UNTIL THE DATE THAT IT IS ACKNOWLEDGED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND WILL AFFECT ONLY THE COMPENSATION PAYABLE AFTER THE DATE OF THE COMPANY'S ACKNOWLEDGMENT AND TO THE EXTENT REQUESTED BY THIS ASSIGNMENT. This Assignment, if Absolute, shall remain in effect subject to the terms of this Assignment until the Company receives written direction from the Absolute Assignee to further re-assign payments hereunder at their direction. This Assignment, if Revocable, shall remain in effect subject to the terms of this Assignment until the Company receives a written request from the Assignor to revoke the Assignment. The Company shall be discharged from liability for payment of compensation in reliance upon evidence satisfactory to it of an Assignee's release of any Assignment.

The Assignor represents and warrants that: (a) the validity and sufficiency of the foregoing Assignment, (b) no proceeding in bankruptcy or insolvency or the like has been commenced by or against the Assignor and no assignment for the benefit of creditors has been made by the Assignor, (c) there are no outstanding Assessments, Liens or Levies because of unpaid taxed or other obligations of the Assignor; and (d) either (i) Assignee is a licensed insurance agent or was not involved with the insurance transaction generating the compensation, or (ii) the Assignment is an absolute assignment to the Assignee for value.

In witness whereof, the undersigned executes this Assignment on this _____ day of _____, _____.

Assignor Signature _____ Title (if other than an Individual) _____

Assignee Signature _____ Title (if other than an Individual) _____

SECTION IV – COMPANY ACKNOWLEDGMENT

The Company hereby acknowledges receipt of the foregoing Assignment, assuming no responsibility for its sufficiency or validity. This agreement is expressly subject to the terms and conditions of the Agreements between/among the Company and the Marketing General Agent(s)/General Agent(s)/Agent(s) through whom the policies for which the compensation is payable, to any prior existing Assignments and to any indebtedness owed to the Company. Any claim hereunder shall be subject to proof of interest. Payment made under this Assignment shall fully release the Company from all responsibility as to such sums paid. This Assignment is acknowledged and the executed original copy filed at its Home Office on this _____ day of _____, _____.

For the Company: _____

By: _____

Signature _____ Print Name and Title: _____