

## Fax Cover Sheet

Pages

Please indicate intended recipient below.

(including cover)

To: *(check one)*

**New Agent Appointment Applications Only** Fax: **866 618.4993**

- Use ONLY for the original submission of the Agent Appointment Application.
- I have included the following:  Producer Information and Appointment form  Contract  Contract Addendum Final Expense Life Insurance  Commission Advance Addendum  Commission schedule  Form W9  License copies

**Change Request / Additional Documentation** Attn: \_\_\_\_\_ Fax: **855 571.3847**

- Use if you are an existing agent requesting: Adding additional entity, Hierarchy change, Adding appointment, Demographic / EFT changes.
- Use if you have submitted an Agent Appointment Application and are sending additional information/pages as requested.
- I have included the following:  Contract  Contract Addendum Final Expense Life Insurance  Commission Advance Addendum  Commission schedule  Form W9  License copies  EFT form

Date: \_\_\_\_\_

From: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Name of agent:** \_\_\_\_\_

**Writing number:**  
*(if applicable)*

**Comments:**

The information contained in this facsimile transmission is intended only for the use of the individual or entity named above and may contain information that is privileged or confidential. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. Receipt by anyone other than the intended recipient is not a waiver of any attorney-client or work-product privilege. If you have received this communication in error, please notify us immediately at the number listed below.



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

Aetna Companies  
 P. O. Box 680579  
 Franklin, Tennessee 37068-0579  
 Tel: 800 264.4000 option 3, 5  
 Fax: 866 618.4993  
 AETSSContracting@Aetna.com

# Producer Information And Appointment Form (PIF)

from Aetna Health and Life Insurance Company (AHLIC),  
 Aetna Life Insurance Company (ALIC),  
 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, sign form, and print a copy for your records and submit.

## 1. Initial appointment

Complete all sections 2 - 9 below.

Your appointment request will be processed for all entities listed above in states where you are appropriately licensed and product is available. You are not authorized to solicit any application on behalf of the company until you receive your welcome letter and producer writing code.

If no sales channel is selected, default selection is individual agent.

Sales channel *Select one*

- Telesales Agent (Exclusively direct to consumer phone sales)       Individual Agent (Any agent that is not exclusively direct to consumer phone sales)

## 2. Individual applicant appointment information

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

.

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

.

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

## 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

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

.

Officer should complete Section 3.

**Producer Information And Appointment Form (PIF)**

**4. Appointment states requested**



**Attach applicable licenses for states listed.**

Resident license state	Non-resident state(s) where appointment is requested
•	•
.....	.....
•	•
.....	.....
•	•
.....	.....

**Florida appointments:** Florida requires non-resident producers physically soliciting business in Florida to hold appointments in each of those counties. Please list the counties here:

•

.....

.....

.....

**Georgia appointments:** If you are requesting an appointment in Georgia, whether resident or non-resident, this section must be completed regardless of your current state of residence. Please list all residences in the past 5 years, wherever you have lived from oldest to most recent residence.

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

---

Occupancy dates

• from ..... • to .....

Address

•

.....

City ..... State ..... Zip .....

• ..... • ..... • .....

---

Occupancy dates

• from ..... • to .....

Address

•

.....

City ..... State ..... Zip .....

• ..... • ..... • .....

---

Occupancy dates

• from ..... • to .....

Address

•

.....

City ..... State ..... Zip .....

• ..... • ..... • .....

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Occupancy dates

• from ..... • to .....

Address

•

.....

City ..... State ..... Zip .....

• ..... • ..... • .....



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## 6. 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 541  
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, Minnesota and Oklahoma applicants only:

I request to receive a copy of this report.

Yes  No

### 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.

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## 7. 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

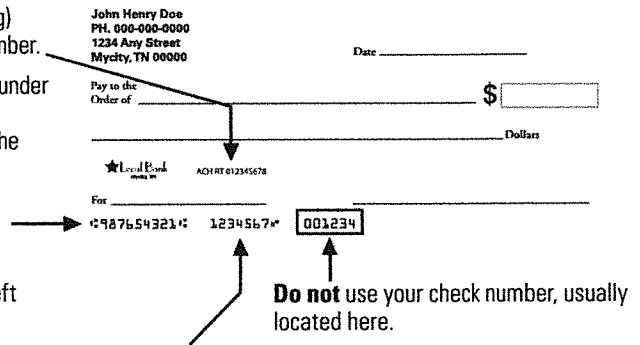
### To find the routing and account numbers

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.



## 8. Acknowledgment and signature

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

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

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

By signing below, you

- Acknowledge that you have read, understood and agree to comply with the provisions contained in your agent contract, commission advance addendum, and/or Final expense life insurance commission advance and financing agreement, as applicable, and the **Guide to Ethical Market Conduct** and the **Multipurpose Confidentiality Addendum and Producer Conduct Rule**, all of which may be downloaded and printed at [www.aetaseniorproducts.com](http://www.aetaseniorproducts.com) (Secure Login – Agents) or you may also request a copy by calling 800 264.4000 option 3,5.
- Agree to receive official correspondence including, but not limited to, contracts, contract amendments, commission schedules, bulletins, notices and other Company communications, by email and by posting to the agent web portal at [www.aetaseniorproducts.com](http://www.aetaseniorproducts.com) (Secure Login – Agents). You further agree to notify the Company if you change your email address by emailing the Licensing Department at [AETSSContracting@aetna.com](mailto:AETSSContracting@aetna.com).
- Acknowledge that you have received and read the **Disclosure of Intent to Obtain Consumer Reports** and you consent and authorize Aetna Inc. and its affiliates to obtain additional background information, as we deem necessary, through independent investigation, FINRA CRD reports, from the National Insurance Producer Registry 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') and other consumer reports (collectively, "background reports").
- Authorize us to share with our affiliates the information contained in this PIF or any other information that we may obtain including background reports for the purposes of establishing your eligibility and/or continuing eligibility for appointment with us and our affiliates as well as you authorize us to share any such information as required by law.
- Authorize your employers and other insurance companies you are or have been appointed with to release to us any and all information that they may have about you, personal or otherwise, and you agree to release all such parties from all liability that may result from furnishing this information to us.
- Understand and agree that your appointment will, in part, be based upon this PIF and the background report information and that any information you provide us that is inaccurate or incomplete shall be grounds for termination of your appointment.
- Certify that you have not been convicted of any criminal felony involving dishonesty or breach of trust or been convicted of an offense under section 1033 of the Violent Crime and Law Enforcement Act of 1994. You agree to immediately inform the Company of any arrest of the types described in the preceding sentence.
- If applicable, authorize Aetna or any of its affiliates to automatically transfer funds to your checking account and make adjustments to your account in the event of errors. Additionally, you authorize the named financial 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 notified you of our intention to terminate your EFT services.

By signing below, you acknowledge that you have personally reviewed the information and answers contained in your completed PIF and you certify under penalty of perjury that the information provided herein is accurate and complete.

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

Signature

Title Required if signing for an entity

Date

X

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

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## 9. 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 section 9 is completed by**

Name	Phone	Date
.	.	.

Provide either the **Producer Level** or the **Schedule Code** for each product for which you are requesting an appointment.

When applicable, select either **Traditional** or **Level For Life**. If one is not selected, the Traditional method will apply.

**Producer's commission**

**Medicare Supplement**

Traditional     Level For Life

**Hospital Indemnity**

Traditional     Level For Life

**Final Expense**

**Cancer and Heart Attack or Stroke**

**Recovery Care**

**Other health**

**Producer level**

or

**Schedule code**

.	.
.	.
.	.
.	.
.	.
.	.

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	.
Intermediary	.
Intermediary	.
Intermediary	.
Managing General Agent	.

To prevent delay, please review the contracting checklist on the next page before submitting all required documents.

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## 10. Contracting checklist



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

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

### Complete the following for each agent to be appointed:

FORM	NOTES
<input type="radio"/> Producer Information and Appointment Form	All pages.
<input type="radio"/> Contract	All pages. Please submit Agent Contract if agent is not to be compensated by the company. Please submit General Agent Contract if agent is to be compensated by the company.
<input type="radio"/> Commission Advance Addendum	If applicable; up-line Agent needs to sign as MGA and guarantor. Please indicate number of advance months for each product.
<input type="radio"/> Commission schedule	Not applicable for licensed only agents.
<input type="radio"/> Form W9	Not applicable for licensed only agents.
<input type="radio"/> License copies	For all states in which you are requesting appointment, for both agent and agency if applicable.
<input type="radio"/> Multipurpose Confidentiality Addendum and Producer Conduct Rule	Read and retain for reference.
<input type="radio"/> Guide to Ethical Market Conduct	Read and retain for reference.





**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [irs.gov](http://irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

\*Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Senior Supplemental Insurance

P.O. Box 680579
Franklin, TN 37068-0579
Tel: 800 264.4000 option 3, 5
Fax: 866 618.4993
AETSSContracting@Aetna.com

Electronic Funds Transfer (EFT) Authorization

from Aetna Health and Life Insurance Company (AHLIC),
Aetna Life Insurance Company (ALIC)
American Continental Insurance Company (ACI), and
Continental Life Insurance Company of Brentwood, Tennessee (CLI)

Page 1 of 1

- Please fill in all appropriate information and sign where necessary.
• Please print clearly using blue or black ink.
• If completing electronically, fill in all blue highlighted areas.
When complete, print form, sign, and return.
• Keep a copy of this form for your records.
• Please check your banking statements for payment activity after signing up for EFT.

1. Type of request select appropriate company(ies) and indicate type of request

The selected Aetna Inc. company(ies) are referred to as "we" and "our" in this authorization.

- Radio buttons for selecting company(ies) and type of request (New request or Change to existing EFT authorization)

2. Account owner information

Form fields for Name, E-mail address, Social Security or Tax I.D. Number (TIN) Last 4 digits, and Agent writing number.

3. EFT information

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

Form fields for Institution name for deposit, Routing number, and Account number.

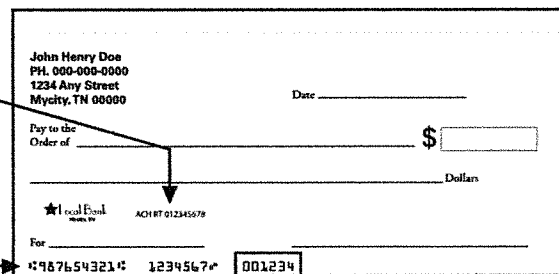
This is an example of a personal check. A business check may be different.

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.



Do not use your check number, usually located here.

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.

4. Signature

EFT authorization

You authorize Aetna Inc. company(ies) to automatically transfer funds to your checking account and make adjustments to your account in the event of errors.

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 this authorization.

Your signature indicates that you have read and understood all sections of this form.

Signature of account owner Title (required if signing for an entity) Date

X



Aetna Health and Life  
Insurance Company  
Aetna Life Insurance Company  
American Continental  
Insurance Company

Continental Life Insurance Company  
of Brentwood, Tennessee

Aetna Companies  
P. O. Box 680579  
Franklin, Tennessee 37068-0579  
Tel: 800 264.4000 option 3, 5  
Fax: 866 618.4993  
AETSSContracting@Aetna.com

## Commission Advance Addendum

from Aetna Health and Life Insurance Company (AHLIC),  
Aetna Life Insurance Company (ALIC)  
American Continental Insurance Company (ACI), and  
Continental Life Insurance Company of Brentwood, Tennessee (CLI)

Page 1 of 3

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

### 1. Financing Agreement

---

The Producer requests commission advancing.

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

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

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

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

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

### 2. Note and Security Agreement

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

## Commission Advance Addendum

Page 2 of 3

### 2. Note and Security Agreement *(continued)*

---

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

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

The current interest rate on this Note shall be .5% per month on unpaid balance of Producer's account or the maximum legal rate under applicable law, whichever is less. Notwithstanding anything to the contrary, Producer shall not be required to pay more interest for any period than the maximum legal rate permissible under applicable law.

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

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

### 3. Disclosure of intent to obtain consumer reports

---

This is to advise you that 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.

# Commission Advance Addendum

## 4. Acknowledgement

Complete and return to:

**Fax**

866 618.4993

**Email**

AETSSICContracting@Aetna.com

You will be charged interest for advances received at the rate of .5% per month or the maximum legal rate, whichever is less. Refer to Section 2 for details.

Type of contract *Select one*

General Agent     Managing General Agent

Producer *Name of entity or individual*

.

Entity *Select one or more*

Aetna Health and Life Insurance Company (AHLIC)

- All policy premium modes and direct bill

Aetna Life Insurance Company (ALIC)

- All policy premium modes and direct bill

American Continental Insurance Company (ACI)

- All policy premium modes and direct bill

Continental Life Insurance Company of Brentwood, Tennessee (CLI)


- All policy premium modes and direct bill


### Advance period

	6 months	9 months	12 months
<b>Issued policies:</b>			
Medicare Supplement	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Health Insurance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Final Expense	<input type="radio"/>	<input type="radio"/>	N/A

The Producer named above:

- Requests 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.

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

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

Corporation

.

Date

.

Producer's signature

**X**

Title

.

General Agent's/Managing General Agent's signature

**X**

*Home office use only.*

### Company approval

Signature of authorized official

**X**

Date

.





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

Aetna Companies  
P. O. Box 680579  
Franklin, Tennessee 37068-0579

## **Contract Addendum Final Expense Life Insurance**

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

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**

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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

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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*  
AETSSICContracting@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.

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.

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.

Corporation

Date

Producer's signature

Title

**X**

General Agent's/Managing General Agent's signature

**X**

*Home office use only.*

**Company approval**

Signature of authorized official

Date

**X**

Approved for marketing Final Expense?       Yes       No

Advancing approved?       Yes       No



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

Aetna Companies  
800 Crescent Centre Dr., Suite 200  
Franklin, TN 37067  
Tel: 800 264.4000, option 3, 5  
Fax: 866 618.4993  
AETSSContracting@Aetna.com

## **Multipurpose Confidentiality Addendum and Producer Conduct Rule**

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

Page 1 of 8

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

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

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

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

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

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

### **SECTION I. Purpose**

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

## SECTION II. Use of Non-Public Information; Confidentiality

**1. Definitions.** When used in this section, the terms listed below shall have the following meanings:

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

**2. Confidentiality Obligations and Representations.** Except as expressly authorized by prior written consent of the disclosing party, each party shall, and represents and warrants that it has the capacity to:

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

### 3. Exceptions to Confidentiality

- (a) The obligations of confidentiality and restrictions on use set forth in this section shall not apply to any Consumer information that:
  - (i) was already in the possession of the nondisclosing party prior to receipt thereof, directly or indirectly from the disclosing party; or
  - (ii) is required to be disclosed pursuant to applicable Laws, regulatory requests, legal process, subpoena or court order.
- (b) The obligations of confidentiality and restrictions on use set forth in this section shall not apply to any Confidential Information (exceptions do not apply to Consumer Information) that:
  - (i) was in the public domain prior to the date of this Addendum or subsequently came into the public domain through no fault of the nondisclosing party or violation of this Addendum;
  - (ii) was lawfully received by the nondisclosing party from a third party free of any obligation of confidence;
  - (iii) was already in the possession of the nondisclosing party prior to receipt thereof, directly or indirectly, from the disclosing party;
  - (iv) is required to be disclosed pursuant to applicable Laws, regulatory requests, legal process, subpoena or court order; or
  - (v) is subsequently and independently developed by employees, consultants or Producers of the nondisclosing party without reference to or use of the Confidential Information disclosed under this Addendum.
- (c) Notwithstanding any provision in this Addendum to the contrary, nothing herein shall prevent the Company or Producer from disclosing to a potential insured or owners the existence, amount or components of any compensation a Producer is eligible to receive or receives for the sale and servicing of the Company's products. All Producers hereby agree to comply with all legal and regulatory requirements and Company policies and procedures concerning the disclosure of the Producer's compensation to potential insureds or owners. For the purposes of this paragraph, "compensation" shall be construed broadly to include, without limitation, all commissions, incentive compensation, fees, bonuses, trips and other awards, and any compensation directly or indirectly related to the sale and servicing of the Company's products.

4. **Equitable Relief.** Each party agrees that money damages would not be a sufficient remedy for breach of the confidentiality and other obligations of this Addendum. Accordingly, in addition to all other remedies that each party may have, each party shall be entitled to specific performance and injunctive relief or other equitable relief as a remedy for any breach of this Addendum without the requirement of posting a bond or other security.

5. **Audit.** Each party may audit the other party's use and disclosure of Confidential Information and Consumer Information, as well as its safeguards to protect Confidential Information and Consumer Information, during regular business hours upon forty-eight (48) hours prior notice.

6. **Term.** The provisions of this section shall survive termination of the Addendum or of the Agreement.

### SECTION III. Business Associate Provisions

#### 1. Purpose.

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

# Multipurpose Confidentiality Addendum and Producer Conduct Rule

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

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

## 3. Obligations and Activities of Business Associate

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

## Multipurpose Confidentiality Addendum and Producer Conduct Rule

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- to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. 164.524. Covered Entity's determination of what constitutes "Protected Health Information" or a "Designated Record Set" shall be final and conclusive. If Business Associate provides copies or summaries of Protected Health Information to an Individual it may impose a reasonable, cost-based fee in accordance with 45 C.F.R. 164.524 (c)(4).
- (h) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. Business Associate shall not charge any fee for fulfilling requests for amendments. Covered Entity's determination of what Protected Health Information is subject to amendment pursuant to 45 C.F.R. 164.526 shall be final and conclusive.
  - (i) Business Associate agrees to make (i) internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, and (ii) policies, procedures, and documentation relating to the safeguarding of Electronic Protected Health Information available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's or Business Associate's compliance with the Privacy and Security Rules.
  - (j) Business Associate agrees to document such disclosures of Protected Health Information as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
  - (k) Business Associate agrees to provide to Covered Entity, in the time and manner described below, the information collected in accordance with Section 3(j) of this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528. Business Associate agrees to provide such information to Covered Entity through a quarterly report.
  - (l) Business Associate acknowledges that it shall request from the Covered Entity and so disclose to its affiliates, agents and subcontractors or other third parties, (i) the information contained in a "limited data set," as such term is defined at 45 C.F.R. 164.514(e)(2), or, (ii) if needed by Business Associate, to the minimum necessary to accomplish the intended purpose of such requests or disclosures. In all cases, Business Associate shall request and disclose Protected Health Information only in a manner that is consistent with guidance issued by the Secretary from time to time.
  - (m) With respect to Electronic Protected Health Information, Business Associate shall implement and comply with (and ensure that its subcontractors implement and comply with) the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate acknowledges that, (i) the foregoing safeguard, policies and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (ii) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguard, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.
  - (n) With respect to Electronic Protected Health Information, Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit Electronic Protected Health Information on behalf of Business Associate, agree to comply with the applicable requirements of Subpart C of 45 C.F.R. Part 164 by entering into a contract that complies with 45 C.F.R. Section 164.314.
  - (o) Business Associate shall report to Covered Entity any Security Incident of which it becomes aware, including Breaches of Unsecured Protected Health Information as required by 45 C.F.R. Section 164.410.
  - (p) If Business Associate conducts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 C.F.R. Parts 160-162.
  - (q) During the term of this Addendum, Business Associate may be asked to complete a security survey and/or attestation document designed to assist Covered Entity in understanding and documenting Business Associate's security procedures and compliance with the requirements contained herein. Business Associate's failure to complete either of these documents within the reasonable timeframe specified by Covered Entity shall constitute a material breach of this Addendum.
  - (r) Business Associate acknowledges that, as of the Effective Date of this Addendum, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with any of the use and disclosure requirements of this Addendum and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.
  - (s) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
  - (t) Business Associate shall encrypt all laptops, computers, or other portable electronic devices that are used by Business Associate in fulfilling



# Multipurpose Confidentiality Addendum and Producer Conduct Rule

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

## 4. Permitted Uses and Disclosures by Business Associate

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

### 4.2 Specific Use and Disclosure Provisions

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

## 5. Obligations of Covered Entity

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

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

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

# Multipurpose Confidentiality Addendum and Producer Conduct Rule

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

## 6. Term and Termination

- (a) **Term.** The provisions of this Addendum shall take effect on the Agreement's Effective Date and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created, maintained, transmitted or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, in accordance with Section 6(c)(i).
- (b) **Termination for Cause.** Without limiting the termination rights of the Parties pursuant to the Agreement and upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate, Covered Entity shall either:
  - (i) Provide an opportunity for Business Associate to cure the breach or end the violation, or terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity,
  - (ii) Immediately terminate the Agreement, if cure of such breach is not possible.
- (c) **Effect of Termination**
  - (i) Except as provided in Section 6(c), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained, transmitted or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - (ii) In the event the Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall continue to extend the protection of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as Business Associate maintains such Protected Health Information.

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

## Multipurpose Confidentiality Addendum and Producer Conduct Rule

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

**To Business Associate:** Per contract records

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

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

### 9. Miscellaneous

(a) **Regulatory References.** A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.

(b) **Amendment.** Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information or the safeguarding of Electronic Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend the Addendum in such manner as such Party determines necessary to comply with such law or regulation. If the other Party disagrees with such amendment, it shall so notify the first Party in writing within thirty (30) days of the notice. If the Parties are unable to agree on an amendment within thirty (30) days thereafter, then either of the Parties may terminate the Agreement on thirty (30) days written notice to the other Party.

(c) **Survival.** The respective rights and obligations of Business Associate under Sections 6(c) and 7 of this Addendum shall survive the termination of the Agreement.

(d) **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules. In the event of any inconsistency or conflict between this Addendum and any other agreement between the Parties, the terms, provisions and conditions of this Addendum shall govern and control.

(e) **No third party beneficiary.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

(f) **Governing Law.** This Addendum shall be governed by and construed in accordance with the laws of Connecticut.

## Senior Supplemental Insurance

800 Crescent Centre Dr.  
Suite 200  
Franklin, TN 37067

### Code of ethical conduct

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

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

### What it means

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#### *CODE 1:*

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

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

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

#### *CODE 2:*

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

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

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

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

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### What it means...continued

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

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

**CODE 3: Treat each customer with respect and dignity and protect the privacy of each customer's personal information.**

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

**CODE 4: Establish and maintain the trust and confidence of every customer by delivering high-quality service.**

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

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

**CODE 5: Present the Company, its products and the industry in a fair and professional manner.**

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

**CODE 6: Improve professional skills through continuing education and increased knowledge of industry issues and new products.**

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

**CODE 7: Keep informed of and comply with applicable laws, regulations and Company requirements.**

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

# Guide to Ethical Market Conduct

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## What it means...continued

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*CODE 8:*

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

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

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

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

## Concluding remarks

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

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

## Agent Guidelines Regarding Premium Bank Drafts

Applicants who want the convenience of paying their insurance premiums by EFT/BSP\* have options as to when those premiums will be drafted from their bank account. An applicant who is applying for any **Aetna Senior Supplemental Insurance\*\*** policy can:

- Choose to have their initial insurance premiums draft on either the **Policy Issue Date\*\*\***, or the **Policy Effective Date** AND
- Designate a *preferred* monthly Bank Draft Date for which all future premiums will draft.

### Choosing a Preferred Bank Draft Date

Choosing which day of the month insurance premiums will draft helps the customer to better manage their bank account. There are two limitations one should consider when establishing the customer's preferred **Bank Draft Date**:

- The Bank Draft Date must be between the 1st and 28th of a month.
  - Draft dates cannot be the 29th, 30th, or 31st, AND
- Premiums must be collected **within** 15 calendar days of the coverage period for which they apply; we refer to this as the 15-day rule.
  - The 15 calendar day period **INCLUDES** both the bank draft date AND the Policy Effective Date (or coverage period begin date).
  - This means that a policy with an effective date on the first of the month can select a bank draft date that is on or between the 1st through the 15th of a month, allowing premiums to draft **DURING** the coverage month; otherwise premiums will draft **IN ADVANCE** of the coverage period.

Policyholders can, of course, change their **Bank Draft Date** at any time by calling Policyholder Services.

### Remember the "15-Day Rule" When Counseling Applicants

If the policyholder:

- Chooses a *preferred* (monthly) **Bank Draft Date** that is within 15 calendar days of coverage, the second month's premium will draft **DURING** the second month of coverage.
- Chooses a *preferred* Bank Draft Date that is **NOT** within 15 calendar days of coverage, the second month's premium will be collected **IN ADVANCE** of the coverage period (that is, in the first month of coverage). This could result in two bank drafts occurring within the same calendar month.
- Does **NOT** indicate a *preferred* Bank Draft Date; the same day of the month that the policy became effective becomes the same day used for all subsequent drafts. (For example, all recurring premiums will draft on the first of each month for a policy that has a Policy Effective Date of the 1st.)

### Preventing Double Bank Drafts

Back-to-back bank drafts that occur within the same calendar month (double drafts) can be a concern to new applicants who are trying to manage their bank accounts. When applied properly, the 15 calendar day rule can help prevent the need for a "double draft".

For example, since the 15-day rule is met, a double draft will **NOT** occur for a Medicare Supplement applicant who selects to have their initial premium draft on the Policy Effective Date (assuming that date is, the 1<sup>st</sup> of month), and they choose a preferred Bank Draft Date between the 1<sup>st</sup> to the 15<sup>th</sup> of the month.