UnitedHealthcare®
A UnitedHealth Group Company

Lincoln Financial®

Agent/Agency Agreement

Introduction

Parties; Scope. This Agent/Agency Agreement ("Agreement") between UnitedHealthcare, Inc., United HealthCare Insurance Company and any entity controlled by or under common control therewith (collectively, "UnitedHealthcare") and _____("Agent") sets forth the terms and conditions under which Agent may sell health coverage by UnitedHealthcare, as well as ancillary, non-medical coverage (for example, life, disability, vision, and dental coverage) sold in conjunction therewith or on a stand-alone basis.

Effective Date. This Agreement is effective as of the date it is signed by both parties, as noted on the signature page hereto ("Effective Date"), and replaces and supersedes any prior agreement between the parties regarding the solicitation and sale of UnitedHealthcare's Benefit Plans (other than the solicitation and sale of Benefit Plans by UnitedHealthcare's Specialized Care Services and Ovations businesses) and any compensation payable with respect thereto.

Section 1: Definitions

1.1 Agent means the person or entity licensed and appointed by UnitedHealthcare to solicit an Enrolling Unit to purchase a Benefit Plan and who is a party to this Agreement.

1.2 Agent of Record means a legally eligible person or entity designated by an Enrolling Unit to serve as its insurance agent, broker or producer and that UnitedHealthcare may compensate under the terms of this Agreement.

1.3 Benefit Plan means a health coverage product (e.g., a health insurance or HMO policy) and/or ancillary product (e.g., a life insurance policy) that UnitedHealthcare has authorized to be sold to an Enrolling Unit.

1.4 Enrolling Unit means an entity with which UnitedHealthcare has a contract to provide individual or group coverage under a Benefit Plan.

1.5 Governmental Entity shall include, but be not limited to, villages, townships, cities, counties, public school districts and similar tax supported entities.

Section 2: Rights and Responsibilities

2.1 Solicitation of Enrolling Units. UnitedHealthcare authorizes Agent to sell UnitedHealthcare's Benefit Plans under the terms of this Agreement. Agent agrees to solicit prospective Enrolling Units to enroll in one or more Benefit Plans from UnitedHealthcare. In making these solicitations, Agent will comply with the following terms and conditions:

- **(a) Proposals.** Any proposal Agent gives to a prospective Enrolling Unit must accurately reflect UnitedHealthcare's terms of coverage, including but not limited to benefits and premiums, and must not be misleading.
- **(b) Terms may not be changed without UnitedHealthcare's approval.** Agent may not alter any term of a proposal except with UnitedHealthcare's prior written approval.
- **(c) Application information.** Agent must accurately and completely record and submit to UnitedHealthcare all information that UnitedHealthcare requires in order to enroll Enrolling Units under a Benefit Plan.
- **(d) Marketing materials.** If Agent uses any material not provided or approved by UnitedHealthcare, the material must be accurate and not misleading. Agent must promptly return all marketing and enrollment materials provided by UnitedHealthcare to UnitedHealthcare when this Agreement terminates, or sooner upon UnitedHealthcare's request. Any marketing materials proposed for use by Agent but not provided or previously approved by UnitedHealthcare are subject to prior approval by UnitedHealthcare.

2.2 Licensing. Agent must possess and maintain every license required by law to perform services under this Agreement, including in every state in which Agent conducts business under this Agreement. Agent must provide proof of licensure to UnitedHealthcare upon UnitedHealthcare's request. Agent must immediately notify UnitedHealthcare of any expiration, termination, revocation, suspension or any other action by a Department of Insurance or any other governmental agency affecting licenses required to perform services under this Agreement. In states that issue renewal licenses Agent, must furnish UnitedHealthcare with a copy of Agent's renewal license.

2.3 Appointment. UnitedHealthcare, in its sole discretion, will appoint Agent to solicit prospective Enrolling Units to purchase Benefit Plans from UnitedHealthcare. Subject to applicable law, UnitedHealthcare may terminate any of Agent's appointments at any time without terminating this Agreement in its entirety.

2.4 Training. Agent must successfully complete any training UnitedHealthcare requires within 6 months after being notified by UnitedHealthcare that such training is required.

2.5 Acceptance for Enrollment. Agent acknowledges that only UnitedHealthcare, and not Agent or any other person, may accept or reject for enrollment a prospective Enrolling Unit. Agent further acknowledges that no Enrolling Unit is eligible to

receive coverage under a Benefit Plan unless and until UnitedHealthcare accepts and enrolls the Enrolling Unit and that only UnitedHealthcare, and not Agent or any other person, has the right to determine the effective date of coverage.

2.6 Servicing of Enrolling Units. Agent must assist Enrolling Units in enrolling, maintaining, and renewing coverage under any applicable Benefit Plan as reasonably required by UnitedHealthcare and/or the Enrolling Unit.

2.7 No Combining of Businesses for Purposes of Maximizing Bonuses or Rewards. Agent agrees that it will not create partnerships, arrange assignments, or use other devices as a means of combining business for the purpose of maximizing any bonus payment or other reward from UnitedHealthcare. This provision does not entitle Agent to receive any bonus payment(s) or reward(s) from UnitedHealthcare if Agent is not otherwise eligible to receive any such bonus payment(s) or reward(s).

2.8 Extent and Limitation of Agent's Authority. Agent has no authority to act on UnitedHealthcare's behalf except as expressly provided in this Agreement. Without limiting the forgoing, Agent must not represent by word or deed that Agent has authority to (i) bind coverage; (ii) accept an applicant for coverage under a Benefit Plan; (iii) misrepresent or omit material facts in an application; (iv) collect any premium, except for the first month's premium; (v) modify or waive any Benefit Plan or any Benefit Plan's term regarding enrollment, coverage, or benefits; (vi) distribute any advertisement, circular, or promotional literature that is inaccurate, misleading, or that UnitedHealthcare has disapproved; (vii) sell any Benefit Plan or other product not expressly authorized by this Agreement; or (viii) do any other thing, on behalf of UnitedHealthcare, not expressly permitted by this Agreement.

2.9 Books and Records; Audit.

(a) Adequate records required. Agent must maintain adequate books and records in accordance with applicable law and standards within the health care insurance industry.

(b) UnitedHealthcare may audit Agent's records. Agent agrees to permit UnitedHealthcare to inspect and audit all information and records related to services Agent performs for UnitedHealthcare under this Agreement. UnitedHealthcare must give Agent reasonable notice and conduct the inspection and audit during regular business hours.

2.10 Protection of Private Information. Agent understands and acknowledges that, while performing services under this Agreement, Agent may receive from UnitedHealthcare, or create or receive on behalf of UnitedHealthcare, certain information that is defined as "Protected Health Information" ("PHI") under the privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or "nonpublic personal information" under the Gramm-Leach-Bliley Act and implementing regulations ("GLB"), or both. In addition to the obligations listed below, Agent acknowledges that Agent satisfies the privacy and security requirements as listed in Addendum 1, which is hereby incorporated and made a part of this Agreement.

To the extent Agent provides services or assistance to UnitedHealthcare and requires access to PHI in order to perform such services or act on behalf of UnitedHealthcare, Agent shall be considered a Business Associate of UnitedHealthcare and Agent shall agree to the terms of subsections (a) through (i) of Section 2.10 of this Agreement regarding Agent's use and disclosure of this information. To the extent Agent is not acting on behalf of or at the direction of UnitedHealthcare, Agent shall not be considered a Business Associate of UnitedHealthcare.

Regardless of whether Agent is considered a Business Associate of UnitedHealthcare, Agent agrees that it will use or disclose PHI it receives from, or is created or received on behalf of, UnitedHealthcare and nonpublic personal information ("Personal Information") received from or created or received on behalf of UnitedHealthcare, only to the extent to which HIPAA, GLB or other federal or state privacy laws applicable to UnitedHealthcare would permit UnitedHealthcare to use or disclose the information.

Agent acknowledges that being considered a Business Associate of UnitedHealthcare does not automatically entitle Agent to access certain PHI and Personal Information and that UnitedHealthcare may deny broker access to PHI and Personal Information or condition such access on Agent meeting certain requirements, at UnitedHealthcare's discretion.

(a) With regard to its use or disclosure of PHI or Personal Information, Agent agrees, represents and warrants to UnitedHealthcare that Agent will:

(1) not use or further disclose any PHI or Personal Information, except as permitted by this Agreement or as Required By Law;

(2) maintain and use appropriate safeguards at all times to prevent PHI or Personal Information from being used or disclosed, except as permitted by this Agreement or Required By Law; and

(3) ensure that any subcontractor or agent to whom Agent provides any PHI or Personal Information agrees, in writing, to abide by the same conditions and restrictions with regard to the PHI or Personal Information that apply to Agent, including, without limitation, all of the requirements of this Section 2.10, subsections (a) through (i).

(b) With regard to its use or disclosure of PHI, Agent hereby agrees, represents and warrants to UnitedHealthcare that Agent will, in the time and manner designated by UnitedHealthcare:

(1) report promptly to UnitedHealthcare if Agent becomes aware of any use or disclosure of any PHI that is not permitted by this Agreement;

(2) mitigate, to the extent practicable, any harmful effect caused by Agent's violation of the terms of this Agreement;

(3) make available to UnitedHealthcare (or to an Individual, if directed to do so by UnitedHealthcare) PHI in a Designated Record Set, so that UnitedHealthcare may respond to an Individual's Request For Access to information about the Individual in accord with the HIPAA privacy regulation;
(4) Amend or correct PHI in a Designated Record Set in accord with the HIPAA privacy regulation;
(5) document disclosures of PHI and information related to disclosures by Agent that will permit for UnitedHealthcare to respond to a request from an Individual for an Accounting of Disclosures of PHI in accord with the HIPAA privacy regulations;
(6) make available to UnitedHealthcare (or to an Individual, if directed to do so by UnitedHealthcare) the information documented under subsection (b)(5) above, that would permit UnitedHealthcare to respond to a request from an Individual for an Accounting of Disclosures, in accordance with the HIPAA privacy regulations; and
(7) Make its internal practices, books and records relating to the use and disclosure of PHI available to UnitedHealthcare and the Secretary of Health and Human Services ("the Secretary") for purposes of determining UnitedHealthcare's compliance with the HIPAA privacy regulations. Information provided under this subsection must be provided in the time and manner designated by the Secretary, as well as in the time and manner designated by UnitedHealthcare.

(c) With regard to its use and/or disclosure of electronic protected health information ("EPHI"), as such term is defined by the Security Standards published on February 20, 2003 at 68 Fed. Reg. 8334 *et seq.* (45 C.F.R. Parts 160, 162 and 164) as hereafter amended ("HIPAA Security Rule"), Agent shall:
(1) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that Agent creates, receives, maintains or transmits on behalf of UnitedHealthcare;
(2) Ensure that any and all of our subcontractors or agents to whom Agent provides EPHI agrees, in writing, to implement reasonable and appropriate safeguards to protect such EPHI; and
(3) Report to UnitedHealthcare any Security Incident (as defined in 45 CFR Section 164.304) relating to EPHI of which Agent become aware, in accordance with its standard reporting procedures.

(d) From and after the compliance date applicable to UnitedHealthcare with respect to the Standards for Electronic Transactions and Code Sets promulgated at 45 CFR parts 160 and 162 (EDI Rules), Agent will take all steps necessary and appropriate to ensure that Agent complies with the applicable provisions of the EDI Rules.

(e) Each term and condition of this Section 2.10 that is required by HIPAA or GLB is effective on the date the applicable HIPAA regulations and/or GLB apply to UnitedHealthcare or this Agreement, respectively.

(f) When this Agreement terminates, regardless of the reason, Agent must return to UnitedHealthcare or destroy all PHI and Personal Information and retain no copies in any form whatsoever. This provision applies to PHI and/or Personal Information that is in the possession of subcontractors, vendors, or agents. In the event the Agent determines returning or destroying PHI and Personal Information is infeasible, the Agent shall notify United in writing, and shall represent that the return of PHI is infeasible. UnitedHealthCare will permit Agent to retain one archival copy of the PHI determined to be infeasible to return. Under any circumstances, where the agent retains PHI pursuant to this section, Agent shall extend any and all protections, limitations and restrictions pertaining to the use and/or disclosure of any applicable PHI retained after the expiration or termination and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

(g) Unless otherwise specified in this Agreement, all capitalized terms in this Agreement not otherwise defined have the meaning established by HIPAA, as amended from time to time.

(h) UnitedHealthcare and Agent agree to take such action as is necessary to amend this Agreement from time to time as is necessary for UnitedHealthcare to comply with the requirements of HIPAA, the HIPAA privacy regulations, HIPAA Security Rule, GLB and other federal and state privacy and consumer rights laws and regulations applicable to UnitedHealthcare. Agent agrees to cooperate with and assist UnitedHealthcare in order for UnitedHealthcare to meet its obligations under applicable privacy laws and regulations.

(i) This Section 2.10 survives termination of this Agreement.

(j) The terms and conditions of this section required by HIPAA shall be construed in light of any applicable interpretation of or guidance on the HIPAA privacy regulation or Security Rule issued by the Secretary from time to time. Any ambiguity in this Section 2.10 shall be resolved in favor of a meaning that permits UnitedHealthcare to comply with applicable laws and regulations.

(k) ARRA
(1) Definitions. All capitalized terms used in this section not otherwise defined in this Agreement have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "**HIPAA**") and ARRA, as each is amended from time to time. "**Breach**" shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402. "**Compliance Date**" shall mean, in each case, the date by which compliance is required under ARRA and/or its implementing regulations, as applicable; provided that, in any case for which that date occurs prior to the Effective Date of this Agreement, the Compliance Date shall mean the Effective Date of this Agreement. "**Affiliate**", for purposes of this section, shall mean any entity that is a subsidiary of UnitedHealth Group. "**Services"** shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided by Agent, acting as a Business Associate, to UnitedHealthcare, in its role as a Covered Entity, under the Agreement, as amended by written agreement of the Parties from time to time. All references in this section to ARRA shall be deemed to include all associated implementing regulations, when and as each is effective.
(2) Agent's Obligations. With regard to its use and/or disclosure of PHI, as of the respective Compliance Date of each referenced obligation, Agent agrees to: (a) comply with the HIPAA Security Rule requirements in accordance with 42 U.S.C. § 17931; (b)without unreasonable delay, and in any event on or before 48 hours after its Discovery by

Agent, notify UnitedHealthcare of any incident that involves an unauthorized acquisition, access, use, or disclosure of PHI, even if Agent believes the incident will not rise to the level of a Breach, including in the notification, to the extent possible, and supplement the notification on an ongoing basis with: (i) the identification of all individuals whose Unsecured PHI was or is believed to have been involved, (ii) all other information reasonably requested by UnitedHealthcare to enable UnitedHealthcare to perform and document a risk assessment in accordance with 45 C.F.R. Part 164 subpart D with respect to the incident to determine whether a Breach of Unsecured PHI occurred, and (iii) all other information reasonably necessary to provide notice to individuals, HHS and/or the media, all in accordance with the data breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 & 164 subparts A, D, & E as of their respective Compliance Dates. Notwithstanding the foregoing, in UnitedHealthcare's sole discretion and in accordance with its directions, Agent shall conduct, or pay the costs of conducting, an investigation of any incident required to be reported under this Section 2(b) and shall provide and/or pay the costs of providing, the required notices as set forth in this Section 2(b); (c) request, use and/or disclose only the minimum amount of PHI necessary to accomplish the permitted purpose of the request, use or disclosure; provided, that Agent shall comply with 42 U.S.C. § 17935(b); and (d) comply in all respects with all its other obligations in accordance with ARRA, including without limitation, 42 U.S.C. §§ 17934(b),17935(c), (d) & (e), and 17936(a) & (b).

2.11 Insurance and Indemnification.

(a) Insurance. Agent must maintain general liability, professional liability, and errors and omissions insurance or bonds in amounts and in forms standard and adequate for Agent's business and agreeable to UnitedHealthcare. Agent must provide UnitedHealthcare proof of insurance upon UnitedHealthcare's request. Agent must immediately notify UnitedHealthcare in writing if Agent's insurance terminates, is cancelled, suspended, or changes in a material way, including but not limited to a change in the amount of insurance.

(b) Indemnification. UnitedHealthcare and Agent will indemnify, hold harmless and defend the other from and against any and all claims, litigations, losses, liabilities, costs, and other expenses incurred as a result of a material breach of the terms of this Agreement. Agent will indemnify and hold harmless UnitedHealthcare (including its directors, officers, attorneys, and employees) from any claims, liability, judgments, damages or costs (including reasonable attorneys' fees) asserted or awarded against or incurred by UnitedHealthcare as a result of any act, error, or omission of Agent.

2.12 Provision of Materials; Training. UnitedHealthcare will furnish Agent with materials and training that, in UnitedHealthcare's sole judgment, are necessary for Agent to perform Agent's duties under this Agreement.

2.13 Federal Crime Control Act. By signing this Agreement, Agent certifies that Agent has not been convicted of, or pled guilty or no contest, to any criminal felony involving dishonesty or breach of trust and has not been convicted of an offense under Section 1033 of the Violent Crime Control and Law Enforcement Act of 1994. Agent further agrees to notify UnitedHealthcare, in writing, immediately upon receiving notice of any misdemeanor or felony charges or any actions including, but not limited to, convictions by any governmental authority for commission of any act involving fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of any fiduciary duty.

2.14 Compliance with Company Rules. Agent will abide by all applicable UnitedHealthcare policy and procedures and written notices provided to Agent.

Section 3: Compensation

3.1 Compensation Payable to Agent. UnitedHealthcare will compensate Agent for Agent's services during the term of this Agreement in accordance with the terms and conditions set forth in any applicable commission, bonus or other compensation schedule or information (as determined solely by UnitedHealthcare) that may be made available by UnitedHealthcare from time to time. Notwithstanding anything to the contrary contained in this Agreement or any such compensation schedule or information, UnitedHealthcare will not compensate Agent under the terms of this Agreement, except with respect to all Enrolling Units (regardless of the effective date of coverage by UnitedHealthcare) for which (a) Agent is the Agent of Record, (b) Agent continues to service the Enrolling Unit (regardless of whether the writing agent is affiliated with Agent), and (c) UnitedHealthcare determines, in its sole discretion, that it may legally compensate Agent. UnitedHealthcare will not pay, nor shall Agent accept, any compensation on any Enrolling Unit where the Agent receives compensation directly from the Enrolling Unit or is otherwise acting as a consultant for the Enrolling Unit, unless UnitedHealthcare first receives a written consent, in a form acceptable to UnitedHealthcare, from the Enrolling Unit authorizing UnitedHealthcare to compensate the Agent on such Enrolling Unit.

3.2 Payment. UnitedHealthcare will compensate Agent monthly; provided, however, that UnitedHealthcare will only compensate Agent with respect to any particular Enrolling Unit within 60 days after UnitedHealthcare receives payment of that Enrolling Unit's monthly contract charges.

3.3 Commissions on Hold. UnitedHealthcare may, at its discretion, place compensation of Agent on hold, if based on Agent's information on file with UnitedHealthcare, Agent no longer complies with the terms of this Agreement. Agent agrees to forfeit any compensation placed on hold, if the cause of such hold has not been resolved within twenty four (24) months of the hold's effective date, as indicated on a hold notification letter or commissions statement.

3.4 Modification or Termination of Compensation. UnitedHealthcare may terminate or amend any base commission payable to Agent with respect to any Enrolling Unit (regardless of the original effective date of coverage by UnitedHealthcare) at any time by

notifying Agent (in a manner consistent with the terms of this Agreement) 30 or more days before the effective date of the termination or amendment.

UnitedHealthcare has the right to exclude any case from eligibility for any and all bonus programs if it determines, at its sole discretion, that including the case in the bonus program would create an actual or perceived conflict of interest for an agent and a customer. UnitedHealthcare has the right to exclude any case from eligibility for any bonus program for any reason.

UnitedHealthcare may terminate or amend any override, bonus or other recognition or reward program applicable to Agent at any time for any reason without prior notice to Agent.

3.5 Disclosure. All compensation payable to Agent under this Agreement is subject to disclosure or reporting by UnitedHealthcare to any government or regulatory agency or to any third party, including any customer or prospective customer of UnitedHealthcare. UnitedHealthcare will determine, in its sole discretion, the party or parties to which it will disclose any such compensation, the frequency with which it will make any such disclosures, and the amount and type of compensation required to be disclosed. Agent agrees to disclose any compensation that Agent receives under this Agreement as required by applicable law. In addition, Agent shall notify UnitedHealthcare, as outlined in the Notice provision of this Agreement, if Agent receives any compensation directly from an actual or prospective Enrolling Unit that is a Governmental Entity. Such notice shall include the name of such Enrolling Unit, a description of the services provided to such Enrolling Unit, and the amount of compensation received.

3.6 Adjustments.

(a) Each party agrees to promptly notify the other upon becoming aware of an incorrect payment amount. Subject to subsections (b) and (c) below, Agent agrees to promptly remit to UnitedHealthcare any amounts overpaid pursuant to this Agreement.

(b) UnitedHealthcare may correct an overpayment error by notifying Agent of the error and asking for repayment. At its sole option, UnitedHealthcare may instead recover overpayments from Agent by offsetting the overpayment against future compensation and notifying Agent of the offset and the reason for it.

(c) UnitedHealthcare will not adjust any incorrect payments to Agent except for payments made within two years prior to the date of adjustment. In this regard, neither Agent nor UnitedHealthcare may assert a claim against the other relating to an incorrect payment amount under the terms of this Agreement unless such claim is made (and the resulting adjustment is commenced) within two years of the date of said incorrect payment.

(d) If UnitedHealthcare incurs any costs in collecting reimbursement of an overpayment from Agent, including but not limited to collection agency and attorney fees but not including the costs of offsetting future payments, Agent will pay UnitedHealthcare's costs, as applicable.

(e) Notwithstanding anything in this Agreement or any compensation schedule to the contrary, UnitedHealthcare will not pay any amount to Agent that exceeds a maximum prescribed by any applicable law.

3.7 No Compensation to Other Agents. UnitedHealthcare will not pay compensation to any other agent, broker or producer under the terms of this Agreement. Agent agrees to defend, indemnify and hold harmless UnitedHealthcare if an agent, broker or producer (other than Agent) makes a claim for compensation against UnitedHealthcare under the terms of this Agreement.

3.8 Taxes.

(a) Agent solely responsible for taxes. Agent acknowledges that Agent is not UnitedHealthcare's employee, and that Agent is solely responsible for reporting and paying any tax or other cost assessed on the basis of UnitedHealthcare's payment of compensation to Agent under this Agreement.

(b) UnitedHealthcare will not withhold for taxes. Agent acknowledges and agrees that UnitedHealthcare will not withhold any amount of compensation for Agent's taxes, including but not limited to income tax, social security and Medicare tax, workers compensation taxes or costs; unemployment compensation taxes or costs; or any other tax, cost, fee or charge related to Agent's compensation for services under this Agreement.

Section 4: Agent of Record

4.1 Designation of Agent of Record. UnitedHealthcare will consider Agent to be Agent of Record for every Enrolling Unit sold by Agent under the terms of this Agreement unless and until an Enrolling Unit asks UnitedHealthcare to change its Agent of Record to a different agent.

4.2 Change in Agent of Record. Notwithstanding the forgoing, UnitedHealthcare may, in good faith, change an Enrolling Unit's Agent of Record at any time for any reason in accordance with applicable law and the following provisions are not intended to limit this right in any way.

(a) Written request from Enrolling Unit. In its sole discretion, UnitedHealthcare will recognize a request to change an Agent of Record only if it is in writing and is from the Enrolling Unit, and not from Agent or any other person. If an Enrolling Unit asks UnitedHealthcare to change its Agent of Record, UnitedHealthcare will determine the effective date of the change in its sole discretion.

(b) Termination Events. Upon occurrence of at least one of the termination events described in Sections 5.3 through 5.8 of this Agreement, UnitedHealthcare will no longer recognize Agent as any Enrolling Unit's Agent of Record.

Section 5: Term and Termination

5.1 Term. This Agreement is effective from the Effective Date until terminated in accordance with this Section 5.

5.2 Termination for any Reason. UnitedHealthcare or Agent may terminate this Agreement at any time, for any reason, by providing written notice of termination to the other party 60 or more days before the effective date of termination.

5.3 Termination for Loss of License. If, at any time during the term of this Agreement, Agent does not have, or fails to maintain, a license required to perform services or receive compensation under this Agreement (including if Agent's license is revoked by a licensing or regulatory agency but not including a temporary suspension of Agent's license), it shall be considered a material breach of this Agreement by Agent and this Agreement shall be terminated effective as of the date that Agent first lost, or failed to maintain, the license without regard to when UnitedHealthcare learns of the loss of, or failure to maintain, the license or when UnitedHealthcare notifies Agent that this Agreement has been terminated. UnitedHealthcare may recover any compensation paid to Agent after Agent loses or fails to maintain any such license.

5.4 Termination Upon Cessation of Agent's Business. This Agreement shall terminate automatically upon Agent's death, dissolution, receivership, insolvency, or bankruptcy.

5.5 Termination for Agent's Breach. If Agent breaches a material term of this Agreement (including, but not limited to, Sections 2.1(d) (marketing materials), 2.2 (licenses), 2.8 (authority), 2.10 (privacy), 2.11 (insurance)), UnitedHealthcare may terminate this Agreement immediately by notifying Agent in writing of the effective date of termination. The effective date of termination pursuant to this Section 5.5 may be the date of the breach, or any later date that UnitedHealthcare specifies in the notice of termination.

5.6 Termination for Disciplinary Action. If a licensing or regulatory agency subjects Agent to any disciplinary sanction (for example, a reprimand or temporary suspension of Agent's license), UnitedHealthcare may terminate the Agreement by providing written notice to Agent effective upon receipt of the notice, or any later date that UnitedHealthcare specifies in the notice. No compensation will be payable to Agent for services rendered during any period in which Agent's license is temporarily suspended. UnitedHealthcare may recover any compensation paid to Agent during any period in which Agent's license is temporarily suspended.

5.7 Termination for Fraud. If Agent engages in, or knowingly assists another to commit, fraudulent or dishonest activity in connection with the solicitation, enrollment or renewal of any Enrolling Unit, this Agreement shall terminate effective as of the date on which Agent engaged in or assisted with such activity without regard to when UnitedHealthcare learns of the fraudulent or dishonest activity or when UnitedHealthcare notifies Agent that this Agreement has been terminated. UnitedHealthcare may recover any compensation paid to Agent after Agent engaged in, or knowingly assisted another to commit, the fraudulent or dishonest act without regard to when Agent actually earned such compensation.

5.8 Termination based on Acquisition or Merger. UnitedHealthcare may terminate this Agreement in the event that (i) Agent merges with, or is acquired by, a competitor of UnitedHealthcare; or (ii) a competitor of UnitedHealthcare acquires substantially all of the assets of Agent.

(a) Competitor defined. A competitor of UnitedHealthcare for purposes of this provision includes any entity (including any such entity's affiliates) that, in the ordinary course of its business, is in direct or indirect competition with UnitedHealthcare.

(b) Notice. Agent must provide at least 60 days prior notice to UnitedHealthcare of the closing date of any transaction described in this Section. Upon request, and subject to any applicable confidentiality restrictions or obligations, Agent must provide UnitedHealthcare any and all information about the transaction that Company reasonably requests.

(c) Procedure. Upon receipt of such notice from Agent, UnitedHealthcare may terminate this Agreement, in whole or in part, immediately by providing written notice to Agent. If the Agreement is not terminated in its entirety, UnitedHealthcare must specify in its termination notice the portions hereof that shall be terminated in accordance with this Section.

5.9 Effect of Termination.

(a) No solicitation permitted. Agent may not solicit or sell Benefit Plans to Enrolling Groups after this Agreement has been terminated.

(b) Compensation. If this Agreement is terminated pursuant to Section 5.2 above, UnitedHealthcare will continue to pay Agent compensation for Enrolling Units previously enrolled by Agent as long as the Enrolling Unit has an in-force Benefit Plan with UnitedHealthcare, Agent is the Enrolling Unit's Agent of Record and continues to service the Enrolling Unit, and Agent is legally eligible to receive compensation in UnitedHealthcare's sole discretion.

(c) Material breach. Upon termination of this Agreement pursuant to Section 5.3 (loss of license), 5.4 (Agent's death or dissolution), 5.5 (material breach), 5.6 (disciplinary action), or 5.7 (fraudulent activity), Agent will no longer be entitled to compensation under this Agreement and UnitedHealthcare shall cease paying such compensation to Agent or any other person under the terms of this Agreement.

5.10 Termination of Appointment or Authority to Sell. UnitedHealthcare may terminate Agent's appointment(s) or authority to sell UnitedHealthcare products at any time for any reason without terminating this Agreement in its entirety. UnitedHealthcare may, in its sole discretion, continue to pay Agent compensation under the terms of this Agreement if Agent is legally eligible to receive compensation.

5.11 Survival. The following provisions shall survive termination of this Agreement: Sections 2.7; 2.9(b); 2.10; 2.11; 3 and 4 (in their entirety); 5.3, 5.6 and 5.7 (regarding recovery of compensation paid to Agent); 5.9; 6.1; and 7 (in its entirety).

Section 6: Dispute Resolution

6.1 Good Faith Negotiation Required. UnitedHealthcare and Agent agree to work together in good faith to resolve any disputes arising under this Agreement. If after at least ninety (90) days following the date one party sent written notice of the dispute to the other party the dispute is not resolved, any party may pursue resolution of the dispute by other means.

Section 7: Miscellaneous and Administrative

7.1 Agreement is Confidential. Agent agrees not to disclose this Agreement, or any term of it, to any third party without the prior written consent of UnitedHealthcare, except as required by law. This section does not prohibit Agent from disclosing the compensation that Agent receives from UnitedHealthcare to actual or prospective Enrolling Units.

7.2 Relationship of the Parties. Agent is an independent contractor and is not UnitedHealthcare's employee. This Agreement does not create any other relationship between the parties, including joint venture or agency.

7.3 Compliance with Law. The parties agree to comply with applicable laws and regulations while performing their obligations under this Agreement, regardless of whether such laws or regulations are specifically referred to in this Agreement. Agent acknowledges that UnitedHealthcare and its affiliates may have government contracts under which UnitedHealthcare must require its contractors to comply with certain laws that would not otherwise apply to it. Agent agrees to comply with these laws.

7.4 Amendment. This Agreement, including any Addendums attached hereto, may be amended only as provided in this Section 7.4.

(a) How UnitedHealthcare may amend. UnitedHealthcare may amend this Agreement by providing written notice of the amendment and its effective date to Agent 30 or more days before the proposed effective date of such amendment (unless the amendment is a regulatory amendment under (2)(B) of this section).

(1) Form of notice. UnitedHealthcare may notify Agent of proposed amendments by correspondence addressed directly to Agent, or by conspicuous notice in a publication (including but not limited to a newsletter or web site) to which Agent has general access.

(2) Effective date.

(A) Non-regulatory amendment. A proposed amendment will become automatically effective without Agent's written agreement unless Agent notifies UnitedHealthcare that Agent is terminating this Agreement before the effective date of the amendment.

(B) Regulatory amendment. If UnitedHealthcare proposes an amendment to bring it or Agent into compliance with an applicable law or regulation (including an interpretation of law by a regulatory agency or court), the amendment is effective immediately upon notice to Agent, or upon any other date specified by UnitedHealthcare in the notice.

(b) Other amendments. Any other amendment must be in writing, signed by both parties, and must specify the effective date of the amendment.

7.5 Assignment.

(a) UnitedHealthcare may assign. UnitedHealthcare may assign all or any of its rights and responsibilities under this Agreement to any entity controlling, controlled by, or under common control with UnitedHealthcare.

(b) UnitedHealthcare may use administrative service providers. Agent acknowledges and agrees that persons and entities under contract with UnitedHealthcare may perform certain of UnitedHealthcare's administrative services under this Agreement.

(c) Agent may assign only with UnitedHealthcare's consent. Agent may not assign any of its rights, responsibilities or compensation payable under this Agreement to any person or entity without the written consent of UnitedHealthcare.

7.6 Notices. The parties agree that any written notice required or permitted by this Agreement (except when UnitedHealthcare provides notice of proposed amendments by publication) is effective if addressed to the other party at the address listed below.

Notices to UnitedHealthcare:	**Notices to Agent:**
Title: UnitedHealthcare Producer Credentialing	Name on file with UnitedHealthcare at the time of the notice
Address: 185 Asylum St, Fl 11	Address on file with UnitedHealthcare at the time of the notice
City, State ZIP: Hartford, CT 06103-3402	
E-mail: appoint@uhc.com	E-mail on file with UnitedHealthcare at the time of the notice
Fax: 855-663-2041	Fax on file with UnitedHealthcare at the time of the notice

(a) Update addresses. Agent will promptly notify UnitedHealthcare in writing of any change in address. This notice will be deemed to have been properly provided if addressed to the last known address of UnitedHealthcare. For purposes of this Section 7.6, "address" includes an electronic mail ("e-mail") address.

(b) When notice deemed received. Notice sent by mail will be deemed to have been received 3 days after mailing by first-class, postage pre-paid United States mail. Notice sent by any other means will be deemed to have been received when actually received by the receiving party. If notice is served by facsimile or e-mail, notice will be presumed to have been received 24 hours after being sent, unless the receiving party rebuts this presumption with contrary proof.

7.7 Entire Agreement. This Agreement (including any compensation schedules or Addendums that are attached hereto or incorporated into this Agreement by reference) constitutes the entire agreement between UnitedHealthcare and Agent and supersedes any prior agreement, oral or written, between the parties concerning the subject matter of this Agreement.

7.8 No Waiver. This Agreement may be amended or modified, and any of the terms or conditions hereof may be waived, only in the manner set forth above. Any waiver by any party of any condition, or of the breach of any provision or term contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as a further or continuing waiver of any such condition, or of the breach of any other provision or term of this Agreement.

7.9 Severability. If any provision of this Agreement is held invalid for any reason, the validity of the remainder of the Agreement will not be affected.

7.10 Headings. Bold-faced headings are intended as reference guides only and are not to be considered part of the Agreement.

7.11 Signatory authority. UnitedHealthcare and Agent each represent and warrant that the person signing this Agreement has the authority to do so and is acting within the scope of his or her authority.

The parties hereby agree on the terms and conditions of this Agreement. In addition, each party hereby certifies that it has not modified, changed or altered, in any way, any provision of this Agreement prior to the execution hereof.

For UnitedHealthcare:

Signature – UnitedHealthcare Vice President of Sales

Printed Name

Title

Date

For Agent or Agency:

Signature

Printed Name

SSN/TIN

Title

Date

Addendum 1
Data Security Attestation

This Addendum to the Agent/Agency Agreement (Agreement) reiterates Agent's obligation to protect and secure "Protected Health Information" ("PHI"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and "nonpublic personal information" under the Gramm-Leach-Bliley Act and implementing regulations ("GLB"), according to the terms of the Agreement.

Agent hereby acknowledges that Agent may act as a Business Associate to UnitedHealth Group and/or its subsidiary. Agent attests that Agent meets or exceeds the applicable privacy and security requirements of: (1) the Agreement; (2) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations at 45 C.F.R. Parts 160-164, (3) the Gramm-Leach-Bliley Act and implementing regulations ("GLB"), (4) applicable state law governing data protection; and (5) the applicable Payment Card Industry Data Security Standards.

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Request for Appointment of Insurance Producer

For UnitedHealthcare Office Use Only:
Indiv. Producer ID _____ Spec. Arr. _____
Agency Producer ID_____

Please type or print legibly.

Section 1: Demographic Information--Individual

Producer Name ☐ ☐ ☐ _____
(Registered with IRS) Mr. Ms. Mrs. (Last Name) (First Name) (Middle Name)
SSN _____--_____-- _____ Date of Birth _____/_____/_____ Suffix Jr. ☐ Sr ☐ I ☐ II Other ☐ _____

Phone # (____)_____-_____ Ext. _____ Fax # (_____)_____-_____ Email _____

Mail. Addr. _____
c/o (Optional) (Street or PO Box) (City) (State) (ZIP)
Res. Addr. _____
(Street—must be actual street address, no PO boxes) (City) (State) (ZIP)

NPN:_____

Section 2: Demographic Information—Agency or ☐ Check here if you are NOT working with an agency

Producer Name _____
(Registered with IRS) (Legal Entity Name) (DBA Name—Optional)
TIN _____--_____ Taxpayer Type: ☐ Corp ☐ Sole Prop. ☐ LLC ☐ LLP ☐ Other Entity_____

Phone # (____)_____-_____ Ext. _____ Fax # (_____)_____-_____ Email _____

Mail. Addr. _____
c/o (Optional) (Street or PO Box) (City) (State) (ZIP)
Bus. Addr. _____
(Street—must be street address, no PO boxes) (City) (State) (ZIP)
Licensing/Commissions Contact Name (Optional)_____

Phone # (_____)_____-_____ Ext. _____ Fax # (_____)_____-_____Email _____

Do you plan to assign commissions to an agency or an individual other than yourself? ☐ Yes ☐ No
(If **Yes**, please complete the *Compensation Assignment Form* for the assignment to be effective.)

Section 3: Certification

All producers must complete **all** questions in this section. Please check **Yes** or **No**. If you answer **Yes** to any question, please attach a separate sheet with an explanation.

#	Question	Yes	No
1	Have you ever pled guilty or been convicted of a felony (either state or federal) or misdemeanor (including participation in court ordered programs and excluding minor traffic offenses)?	☐	☐
2	Has your insurance license ever been suspended or revoked?	☐	☐
3	Have you ever had an appointment terminated “For Cause” by any insurer or financial services institution?	☐	☐
4	Have you ever been investigated or fined by an Insurance Regulatory Authority?	☐	☐
5	Do you owe any debt or balance to any insurer, general agent, or financial service institution that has remained overdue for more than 60 days?	☐	☐
6	Have you ever been the subject of a bankruptcy petition or proceeding in the last seven (7) years?	☐	☐
7	Are there any outstanding liens or judgments against you?	☐	☐
8	Have you ever been excluded, or are you aware of actions that could result in exclusion, by the OIG from participation in a government health care program, including Medicare or Medicaid?	☐	☐
9	Have you ever been barred, or are you aware of actions that could result in debarment, by the General Service Administration from being a government contractor?	☐	☐

Section 4: Signature

I am hereby notified that inquiries may be made by UnitedHealthcare, its affiliates, and/or outside entities regarding my character, general reputation, business experience, credit history, personal characteristics, and insurance license status. I authorize such knowledge/information to be released to UnitedHealthcare or its legal representative (upon written request, additional information as to the nature and scope of the report can be provided.) A photocopy or facsimile of this signed authorization shall be as valid as the original. Under penalties of perjury, I certify that information provided by me in this application or in any accompanying documents is correct and complete and the number shown on this form is my correct taxpayer identification number and I am not subject to backup withholding. If appointed to represent UnitedHealthcare and its affiliates, I understand that I am considered an independent contractor, and not an employee of such company(ies). This application and any attachments become a part of the producer file with any of the companies that I am appointed to represent. This form is not valid until signed and dated.

_____/_____/_____ _____ _____
(Date) **(Signature)** **(Title—if signing on behalf of an agency)**

Section 5: License & Appointment Detail

1. State where you hold a **Resident** insurance license _____ License #: _____
2. Lines of Authority for which you are currently licensed (check all that apply):

   ☐ Life ☐ Accident/Health ☐ HMO ☐ Other _____

3. Indicate the states in which you are licensed and wish to be appointed **(please attach a copy of your current license for each state listed below)**. If you have more licenses, please list them on a separate sheet.

Individual Licenses				**Agency Licenses** (Agency licenses not required in IA, TN, VT, and WI)			
State	**License #**	**License Effective Date**	**License Expiration Date ***	**State**	**License #**	**License Effective Date**	**License Expiration Date ***
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /

* Indicate License Expiration Date only if it is printed on your license.

4. Florida Non-Residents: Do you physically enter the State of Florida to sell UHC products? ☐ Yes ☐ No

   If you are a non-resident Florida agent physically entering the State of Florida to conduct business, you must complete the Florida Non-Residents County Appointment Form.

5. Please indicate the products for which you are applying to sell:

   Standard Appointments: You will be appointed for all of UnitedHealthcare's products below depending on state guidelines:

   ☐ UnitedHealthcare Medical and Life Insurance (PPO, POS, etc.)
   ☐ PacifiCare Medical and Life Insurance
   ☐ MAMSI Life & Health Insurance Company
   ☐ MD Individual Practice Association
   ☐ Oxford Health Insurance
   ☐ UnitedHealthcare HMO
   ☐ PacifiCare HMO
   ☐ Optimum Choice, Inc.
   ☐ UnitedHealthCare of the River Valley, Inc.
   ☐ All Savers Insurance Co.

   Special Appointments
   (You must have a relationship with a UHG Specialized Care Company to sell these products)**:**

   ☐ Specialty Products (Vision, Dental) ☐ Retiree/Medicare ☐ Unimerica Life and Disability

6. Are there any special circumstances you would like us to know about when processing your appointments?

   _____

   Please return completed form to the UnitedHealthcare contact who provided you the appointment package or to the appointment credentialing department with the contact information listed on the broker checklist.

IMPORTANT!!! No business may be placed with UnitedHealthcare until all state licensing and UnitedHealthcare appointment and/or contract requirements have been met. UnitedHealthcare Producer Credentialing will notify you in writing if your appointment has been approved.

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Florida Non-Resident
County Appointment Form

If you are a non-resident of Florida and you physically enter the state of Florida to conduct business, you must be appointed in all Florida counties in which you sell UHC products. Please complete this form and submit it to your sales office contact. Please call the Broker Customer Service Center at 1-888-842-4571 with any questions.

Producer Name _____
(Last Name) (First Name) (Middle Name)

SSN _____--_____-- _____

Please check the Florida counties below in which you sell UHC products:

- ☐ All Counties
- ☐ Alachua
- ☐ Baker
- ☐ Bay
- ☐ Bradford
- ☐ Brevard
- ☐ Broward
- ☐ Calhoun
- ☐ Charlotte
- ☐ Citrus
- ☐ Clay
- ☐ Collier
- ☐ Columbia
- ☐ Dade
- ☐ De Soto
- ☐ Dixie
- ☐ Duval
- ☐ Escambia
- ☐ Flagler
- ☐ Franklin
- ☐ Gadsden
- ☐ Gilchrist
- ☐ Glades
- ☐ Gulf
- ☐ Hamilton
- ☐ Hardee
- ☐ Hendry
- ☐ Hernando
- ☐ Highlands
- ☐ Hillsborough
- ☐ Holmes
- ☐ Indian River
- ☐ Jackson
- ☐ Jefferson
- ☐ Lafayette
- ☐ Lake
- ☐ Lee
- ☐ Leon
- ☐ Levy
- ☐ Liberty
- ☐ Madison
- ☐ Manatee
- ☐ Marion
- ☐ Martin
- ☐ Monroe
- ☐ Nassau
- ☐ Okaloosa
- ☐ Okeechobee
- ☐ Orange
- ☐ Osceola
- ☐ Palm Beach
- ☐ Pasco
- ☐ Pinellas
- ☐ Polk
- ☐ Putnam
- ☐ Santa Rosa
- ☐ Sarasota
- ☐ Seminole
- ☐ St. Johns
- ☐ St. Lucie
- ☐ Sumter
- ☐ Suwanee
- ☐ Taylor
- ☐ Union
- ☐ Volusia
- ☐ Wakulla
- ☐ Walton
- ☐ Washington

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Compensation Assignment Form

Note: Both Assignor and Assignee must be licensed and appointed by UnitedHealthcare for the assignment to be effective.

I. Assignor Information:

Name:	**Street:**
SSN or TIN:	**City:**
UHC Producer ID or Payee Code (if known):	**State:**
Tel: **Fax:** **Email:**	**Zip:**

II. Assignee Information:

Name:	**Street:**
SSN or TIN:	**City:**
UHC Producer ID or Payee Code (if known):	**State:**
Tel: **Fax:** **Email:**	**Zip:**

III. Scope of the Assignment (please mark one):

☐ **Primary Assignment for <u>all</u> business placed with UnitedHealthcare** (all Writing Agent Compensation Relationships to previous Assignee will be terminated and new relationships to new Assignee established)

☐ Specific Groups (please list group # and group name):

Group #	Group Name
☐ If more than 3 groups, please mark here and attach a separate list.	

IV. Timeframe of the Assignment:

☐ **New Assignment Effective Immediately (current date will be used)**

☐ The assignment is effective on _____/_____/_____ (If the assignment should be effective before or after the current date, please specify the date.) ***No retro change of assignment is permitted if commissions were already paid to a previous Assignee.***

I, the Assignor, hereby sell, assign and transfer to the Assignee named above, its legal representative or assigns, the commissions, other compensation, and payments now due or which become due on business specified above after the date this Assignment is recorded by UnitedHealthcare. I authorize the Assignee, its legal representative(s) and assign(s) to collect all such commissions and other compensation and payments. These commissions and other compensation and payments are for the Assignee's full use and benefit. I ratify and confirm all that the Assignee, its legal representative(s) and assign(s) lawfully do or cause to be done by virtue of this Assignment.

This Assignment is subject to all the terms and provisions of any contracts that may be in force between Assignor, Assignee, and UnitedHealthcare, including but not limited to retention of first lien, security interest and offset rights against the assigned commissions and other compensation and payments to secure payment of any indebtedness which I or the Assignee may now or in the future owe to UnitedHealthcare. I agree to indemnify and hold UnitedHealthcare harmless from any amounts which UnitedHealthcare pays under this Assignment.

I hereby certify that this Assignment is the result of an arm's length agreement between the Assignee and myself and that the Assignee has paid me good and valuable consideration for this Assignment. I understand that UnitedHealthcare is not responsible for the validity, sufficiency, or tax consequences of this Assignment. I understand that I am solely responsible for notification and any contractual obligations that I may have with a previous Assignee when I request to change the assignment.

_____ _____ _____

(Signature of Assignor) **(Date)**

(Title: Owner, President, Officer, etc.)

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Direct Deposit Authorization/Maintenance Form

All newly appointed UnitedHealthcare producers receiving commissions are required to have their payments electronically deposited into their bank accounts.
+

- **Please include a voided check or savings deposit slip with this form; otherwise, the form will be returned to you and electronic funds deposit will be delayed. DO NOT SEND A CHECKING DEPOSIT SLIP!!!**
- **Verify the nine-digit Routing/ABA number that is preprinted on your check or savings account deposit slip with the financial institution to be used for direct deposit of your commission funds**

Section 1: Producer Information

Producer Name			**SSN or Tax ID**
Producer Address: **Street**			**Producer Phone #**
City	**State**	**Zip**	**Producer Email**

Section 2: Account Information (Maximum of Two Direct Deposits—Total for both deposits must equal 100%.)

Account #1: **Type of Request:** ☐ **Add** ☐ **Change**

Depository Name		**Phone #**
City	**State**	**Zip**
***Routing/ABA #**	☐**Checking** ☐**Savings**	**Acct #**
☐**Full Deposit** ☐**Percent**	**Specify % amount:**	

Account #2: **Type of Request:** ☐ **Add** ☐ **Change**

Depository Name		**Phone #**
City	**State**	**Zip**
***Routing/ABA #**	☐**Checking** ☐**Savings**	**Acct #**
☐**Full Deposit** ☐**Percent**	**Specify % amount:**	

Authorization Agreement for Automatic Deposits (ACH Credits)

I hereby authorize UnitedHealth Group, 185 Asylum St Fl 11, Hartford, CT 06103, hereinafter called COMPANY, to initiate credit entries to my (our) checking/savings account(s) indicated above and the depository named above, hereinafter called DEPOSITORY, to credit the same account. By requesting and accepting appointment with UnitedHealthcare, I agree to be paid by EFT.

(Signature) **(Date)** **(Title if signing on behalf of an agency)**

PLEASE ALLOW 4 WEEKS FOR THE DIRECT DEPOSIT TO TAKE EFFECT.

Please call the Broker Customer Service Center at 1-888-842-4571 with any questions regarding this form.