

**AMERILIFE DIRECT, LLC (“AMERILIFE DIRECT”)
REFERRAL PROGRAM
REFERRAL AGENT PARTICIPATION AGREEMENT**

AmeriLife Direct, LLC and any other affiliate offering Medicare Advantage and/or Part D Medicare Prescription Drug Plans (together referred to as “AmeriLife Direct”) referral program is available to _____ (“Referral Agent”) agents who are not contracted to market or sell specific Medicare Advantage (“MA/MAPDs”) and/or Prescription Drug Plans (“PDPs”) but who identify Medicare-eligible or soon-to-be eligible clients interested in learning more about MA/MAPD and/or PDP plans (“Referral Agents”). This Agreement between Company and Referral Agent describes the terms and conditions of the AmeriLife Direct referral program (“Referral Program”).

Because of Centers for Medicare and Medicaid Services (“CMS”) requirements with respect to compensation for Referral Agents, Referral Agents participating in the AmeriLife Direct Referral Program are not allowed to sell, market, provide literature, or explain the MA/MAPD and/or PDP Plans to potential clients for Plans that the Referring Agent is not contracted, certified and appointed to sell. This means Referral Agents shall provide only a personalized referral card or PURL to their client which will list the Referral Phone Line toll free phone number for further information.

Subject to the terms and conditions described herein, the Referral Agent shall receive a one-time referral fee (“Referral Fee”) for each new client enrolled by AmeriLife Direct into a MA/MAPD and/or PDP Plan as a result.

In order to participate in the Referral Program, I agree to the following Terms and Conditions:

1. I will refer my clients interested in MA/MAPD and/or PDP plans to AmeriLife Direct for Plans that I am not contracted, certified and appointed to sell.
2. I will maintain an active insurance license.
3. I will not refer any clients to AmeriLife Direct or until receipt of the Referral Program description materials and my supply of personalized referral cards or PURL. Referral cards and PURL will be provided individually to a client with whom I have personal contact and will not be mass distributed.
4. I will not engage in “cold calling,” texting, emailing, telemarketing, or door-to-door solicitation in pursuit of referrals for the Referral Program.
5. I will not engage in any sales or marketing activity as a part of my effort to identify clients to refer as part of the Referral Program.
6. I will have limited access to the AmeriLife Direct Agent Portal www.AgentXcelerator.com for the sole purpose of viewing enrollment status and compensation reports. As such, I will comply with the Business Associate Agreement as attached to this Agreement as **Exhibit A**, a copy of which I will sign and return with this Agreement.
7. This Agreement and attached exhibits constitutes the entire Agreement among the parties with respect to the services contemplated herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, both written and oral,

among the parties with respect to the subject matter hereof. This Agreement cannot be changed by any oral promise or statement, and no written modification or change will bind the parties unless agreed to and executed in writing, by an authorized signatory of AmeriLife Direct, in the form of an amendment to this Agreement. AmeriLife Direct may amend this Agreement by providing written notice of the amendment and its effective date to Referral Agent or by posting notice thereof on www.AgentXcelerator.com ten (10) days or more before the amendment's proposed effective date. The amendment will automatically become effective without Referral Agent's written agreement unless Referral Agent provided written notice to AmeriLife Direct in the manner provided below that Referral Agent is terminating the Agreement as a result of the proposed amendment before the effective date of the amendment, and any such termination will be effective as provided in Paragraph 10 of the Agreement. AmeriLife Direct may also amend this Agreement immediately and without notice or Referral Agent's written agreement in order to comply with applicable law effective as of the date specified in the amendment.

AmeriLife Direct, LLC
2650 McCormick Drive, Suite 300L
Clearwater, FL 33759
Attn: General Counsel

8. I understand that an individual eligible for referral under the Referral Program is a client who:
 - Is (or will soon be) eligible for Medicare;
 - Lives, or will be living, in the service area on the effective date of coverage;
 - Is a new MA/MAPD and/or PDP Plan client for AmeriLife Direct; and
 - Has accepted a Referral Program Card or PURL personalized with the dedicated referral phone line toll free phone number, Referring Agent name, and my assigned National Producer Number (NPN).
9. This Agreement shall commence on the date hereof and continue in effect and be ongoing, unless terminated in accordance with Paragraph 10 hereof.
10. Regardless of anything to the contrary contained in this Agreement, (a) AmeriLife Direct may terminate this Agreement immediately with or without cause, and in such event, the Referral Agent shall immediately stop performing all services (unless otherwise directed by AmeriLife Direct in writing). The Referral Agent may terminate this Agreement at any time upon not less than one hundred eighty (180) business days' prior written notice to AmeriLife Direct. Upon the effective date of the termination of this Agreement, AmeriLife Direct shall have no further obligation or liability to the Referral Agent. In any instance in which referral fees have not been paid to AmeriLife Direct for referrals by Referral Agent, AmeriLife Direct shall have no obligation to pay referral fees to Referral Agent. AmeriLife Direct shall pay referral fees on fully completed applications that are submitted to the MA/MAPD and/or PDP plan sponsor by AmeriLife Direct during the term of the Agreement, provided that the application is otherwise approved by the plan sponsor and, where applicable, that CMS has determined that the beneficiary is eligible for plan membership. The Referral Fee Payment Schedule shall comply with CMS regulations, including those relating to chargebacks and Referral Agent shall be responsible for payment of applicable chargebacks. No referral fees shall be payable on any application not accepted by the plan sponsor and CMS. Without limiting any provision herein to the contrary, in the event that AmeriLife Direct terminates this Agreement for cause, or as a result of a breach by Referral Agent, Referral Agent's noncompliance under

Paragraph 11 of this Agreement, or unpaid indebtedness by the Referral Agent, AmeriLife Direct shall have no obligation to pay further referral fees. Referral Agent understands and accepts that this Agreement may be terminated for cause if Referral Agent fails to pay to AmeriLife Direct or AmeriLife Direct's assignee any and all amounts due for chargebacks, advance repayments, cancellations or rescissions within thirty (30) days of notification to Referral Agent by AmeriLife Direct or its assignee that monies are due.

Upon termination of this Agreement for any reason whatsoever, the Referral Agent must notify AmeriLife Direct, in writing and within sixty (60) days after termination of this Agreement, of any claims or complaints Referral Agent may have against AmeriLife Direct. The Referral Agent's failure to duly notify AmeriLife Direct shall constitute Referral Agent's waiver of all rights Referral Agent may have to any claims against AmeriLife Direct. Such notification must be sent via certified mail to AmeriLife Direct at the following address:

AmeriLife Direct, LLC
2650 McCormick Drive, Suite 300L
Clearwater, FL 33759
Attn: General Counsel

If the Referral Agent fails to repay, for any reason whatsoever, any indebtedness to AmeriLife Direct after termination of this Agreement, the Referral Agent agrees to the entry of a judgment against Referral Agent equal to the amount of the indebtedness.

11. The Referral Agent warrants that Referral Agent's conduct in the performance of the services pursuant to this Agreement shall comply with all applicable federal, state and local laws and regulations, including but not limited to applicable state licensure requirements and CMS Medicare Communications and Marketing Guidelines and requirements. The Referral Agent acknowledges that this Agreement and requirements relating to Referral Agent remains subject to the agreement between AmeriLife Direct and the MA/MAPD and/or PDP plan sponsor. The Referral Agent warrants that Referral Agent's performance under this Agreement shall be conducted with due diligence and in accordance with the highest professional standards in the industry. The Referral Agent shall comply with all applicable policies and procedures of AmeriLife Direct, including those relating to privacy and security, in the course of performing services under this Agreement.
12. I understand that a client expressing interest in a MA/MAPD and/or PDP Plan has choices and may decide not to contact AmeriLife Direct and that even if the client does contact AmeriLife Direct, that not all referrals provided to AmeriLife Direct will result in an enrollment in a MA/MAPD and/or PDP Plan. I also understand that AmeriLife Direct reserves the right to choose whether or not to accept a referral. **Once AmeriLife Direct receives a telephone call from my client on the Referral Phone Line, an AmeriLife Direct representative will be responsible for presenting/discussing the plan benefits and either assisting the client with a telephone enrollment. I will not be involved in these presentations or discussion and will not assist with enrollment.**

13. I understand that I will receive a one-time payment of the Referral Fee after my client is enrolled in one of the selected MA/MAPD or PDP Product Types through AmeriLife Direct and the enrollment is issued and paid by the issuing carrier. If an enrollment request is NOT approved, I will not be entitled to a payment for the referral. Payment of the Referral Fee will be made within 30 days of all three of the following occurring: (1) after the client enrolls in a plan, (2) enrollment is confirmed by the carrier and/or CMS, and (3) after the enrollment is issued and paid. If applicable, I have submitted the Referral Agent Fee Assignment Agreement attached hereto as **Exhibit B**.
14. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.
15. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined solely and exclusively in any Florida state court in Pinellas County, Florida, or federal court sitting in the city of Tampa, Florida, and each party hereby irrevocably consents to the exclusive personal jurisdiction of those courts for such purpose. In addition, each party hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect thereof brought in any state or federal court sitting in the county of Pinellas, Florida, and further irrevocably waives any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
16. **THE PARTIES EACH HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND INTENTIONALLY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT.**
17. This Agreement may be executed and delivered (i) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument, and/or (ii) by facsimile or e-mail of a file containing a copy of such executed document, in which case the instruments so executed and delivered shall be binding and effective for all purposes.
18. In the event AmeriLife Direct engages the services of legal counsel to enforce the terms of this Agreement against Referral Agent, AmeriLife Direct shall be entitled to recover from Referral Agent their attorneys' fees and costs incurred, including those incurred at both the trial and appellate level.

**Medicare Advantage & Prescription Drug Plan
Referral Fee Payment Schedule**

| One-Time Referral Fee Payment Schedule | | | |
|--|--|----|-------|
| Product Type* | Please help my clients with this Product Type: | | Level |
| | YES | NO | LOA |
| Medicare Advantage | | | \$0 |
| Prescription Drug Plan | | | \$0 |
| *Reduced or Non-Commissionable plans are excluded; Referral Agent must hold a valid insurance license in order to receive a referral fee | | | |

As an AmeriLife Direct referral agent/agency I will receive the difference in Referral Fees between the Agent Level and my own, less any intermediate Level if applicable. The Referral Fees I pay to my LOA agents will comply with CMS regulations shall not exceed current plan year CMS fair market value (FMV) maximums.

I understand that I will receive a one-time payment of the Referral Fee after my client is enrolled in one of the above selected Product Types through AmeriLife Direct and the policy is issued and paid by the issuing carrier. If an enrollment request is NOT approved, I will not be entitled to a payment for the referral.

I AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS PARTICIPATION AGREEMENT AND UNDERSTAND THAT VIOLATION OF ANY PART OF THIS PARTICIPATION MAY RESULT IN TERMINATION OF MY PARTICIPATION AGREEMENT WITH AMERILIFE DIRECT.

REFERRAL AGENT

Signature: _____

Date: _____

NPN: _____

**Referral Product Types
Referral Fee Payment Schedule**

| Referral Fee Payment Schedule | | | |
|---|---|----|-------|
| Product Type* | Please help my clients with this Product Type: | | Level |
| | YES | NO | LOA |
| Medicare Supplement** | | | \$0 |
| <ul style="list-style-type: none"> • Dental, Vision Hearing (DVH) • Hospital Indemnity (HI) • Cancer, Heart Attack or Stroke | | | \$0 |
| *Reduced or Non-Commissionable plans are excluded; Referral Agent must hold a valid insurance license in order to receive a referral fee | | | |
| **Medicare Supplement Referral Fee renewals are paid for two years | | | |

As an AmeriLife Direct referral agent/agency I will receive the difference in Referral Fees between the Agent Level and my own, less any intermediate Level if applicable.

I understand that I will receive a one-time** payment of the Referral Fee after my client is enrolled in one of the above selected Product Types through AmeriLife Direct and the policy is issued and paid by the issuing carrier. If an enrollment request is NOT approved, I will not be entitled to a payment for the referral.

I AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS PARTICIPATION AGREEMENT AND UNDERSTAND THAT VIOLATION OF ANY PART OF THIS PARTICIPATION MAY RESULT IN TERMINATION OF MY PARTICIPATION AGREEMENT WITH AMERILIFE DIRECT.

REFERRAL AGENT

Signature: _____

Date: _____

NPN: _____

REFERRAL AGENT PLEASE COMPLETE:

| | | | |
|---|-------------------|--------------------|--------------------|
| <u>AGENT INFORMATION:</u> | | | |
| Agent Name: | | | |
| First: | Middle: | Last: | |
| Agent Birth Date: | Agent SSN: | | |
| Email Address: | | | |
| <u>BUSINESS ADDRESS:</u> | | | |
| Street Address 1: | | | |
| Street Address 2: | | | |
| City: | State: | Zip Code: | |
| Telephone #: | Mobile #: | Fax #: | |
| <u>RESIDENT ADDRESS:</u> () Check here if same as mailing address | | | |
| Street Address 1: | | | |
| Street Address 2: | | | |
| City: | State: | Zip Code: | |
| <u>NATIONAL PRODUCER NUMBER (NPN):</u> *****MANDATORY***** | | | |
| <u>CONTRACTING INFORMATION:</u> | | | |
| <u>Contracting Identity (circle one):</u> | Individual | Corporation | Partnership |

Please retain a copy of this form for your records. Upon approval of your Referral Program Participation Agreement, you will receive referral program details. No referrals shall be made until you receive program details from AmeriLife Direct.

EXHIBIT A

Sub-Business Associate Agreement

This Sub-Business Associate Agreement (“Agreement”) is effective as of the Effective Date specified below by and between _____ (“Sub-Business Associate”) and _____ on behalf of itself and its subsidiaries and affiliates (“Company”). This Agreement is effective as of _____ or the effective date of the Services Agreement if earlier (the “Effective Date”).

WHEREAS, Company performs services under a contract with AmeriLife Direct, LLC and other affiliates offering MA/MAPD and/or PDP Plans (together referred to as “AmeriLife Direct”), and in the course of satisfying its obligations will have access to and/or use of protected health information that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.

WHEREAS, Company subcontracts a portion of those services to Sub-Business Associate pursuant to one or more service agreements entered into between the parties (collectively “Services Agreement”), in the course of satisfying its obligations, Sub-Business Associate will have access to and/or use of protected health information.

WHEREAS, the parties desire to comply with the governing standards for the privacy and security of protected health information.

NOW, THEREFORE, Company and Sub-Business Associate mutually agree to the terms of this Agreement.

1. Definitions

(a) “Breach” shall have the same meaning as the term “Breach” in 45 CFR 164.402.

(b) “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the “HITECH Act”) and the federal regulations (“HIPAA Rules”) published at 45 CFR parts 160 and 164 and any applicable state privacy and security laws regarding individually identifiable health information.

(c) “Individual” shall have the same meaning as the term “Individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g) or other applicable federal or state law.

(d) “Protected Health Information” shall have the same meaning as such term as defined in 45 CFR 160.103, but limited to information created, accessed or received on behalf of Company.

(e) “Satisfactory Background Screening” shall mean, collectively (1) national federal criminal database check; (2) seven-year county of residence criminal conviction search; and (3) in each of (1) and (2) above, containing no felony or misdemeanor conviction that related to fraud or theft (including but not limited to, shoplifting, larceny, embezzlement, forgery, credit card fraud, or check fraud), the disposition of which is within seven years, as allowed by law

(f) “Secure” shall mean to render unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act.

(g) "Successful Security Incident" shall mean any Security Incident (as defined in 45 CFR 164.304) that results in the unauthorized use, access, disclosure, modification or destruction of electronic Protected Health Information.

All capitalized terms used in this Agreement and not defined elsewhere herein or in the Services Agreement shall have the same meaning as those terms as used or defined in the HIPAA Rules.

2. Obligations of Sub-Business Associate with respect to Use and Disclosure of Protected Health Information

(a) Sub-Business Associate agrees to satisfy and comply with the HIPAA Rules concerning the confidentiality, privacy, and security of Protected Health Information that apply to sub-business associates.

(b) Sub-Business Associate shall not use or disclose Protected Health Information except as permitted or required by section 3 of this Agreement or as Required by Law.

(c) Sub-Business Associate may use and disclose Protected Health Information only if such use or disclosure is in compliance with the applicable requirement of 45 CFR 164.504(e).

(d) Sub-Business Associate agrees to mitigate, at its sole expense: (i) any harmful effect resulting from a Successful Security Incident involving PHI or any use or disclosure of PHI in violation of the requirements of this Agreement, the HIPAA Rules, or other applicable law; and (ii) any risks identified or discovered as a result of a Security Incident that does not result in the unauthorized use, access, disclosure, modification or destruction of electronic Protected Health Information.

(e) Sub-Business Associate agrees to ensure that any agent, including without limitation a Subcontractor, to whom it provides Protected Health Information agrees to the same requirements that apply through this Agreement to Sub-Business Associate with respect to such information and to enter into a Sub-Business Associate Agreement with any such agent that is a Subcontractor. Sub-Business Associate shall be liable to Company for any acts, failures or omissions of the agent or Subcontractor in providing the services as if they were Sub-Business Associate's own acts, failures or omissions, to the extent permitted by law.

(f) Sub-Business Associate agrees that it shall request from Company and disclose to its affiliates, subsidiaries, agents and Subcontractors or other third parties, only a Limited Data Set or, if that is not practicable, only the minimum necessary Protected Health Information to perform or fulfill a specific function required or permitted hereunder.

(g) If Sub-Business Associate conducts, in whole or in part, any Standard Transactions electronically on behalf of Company, Sub-Business Associate shall comply with the applicable requirements of 45 CFR 162 and shall require that any agents or Subcontractors that perform, in whole or in part, such Standard Transactions on its behalf, agree in writing to comply with such requirements. Sub-Business Associate will not enter into any trading partner agreement in connection with the conduct of Standard Transactions on behalf of the Company: (i) that changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data element or segment to the maximum defined data set; (iii) uses any code or data element that is marked or "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification or (iv) changes the meaning or intent of the Standard Transaction's implementation specification.

(h) Sub-Business Associate agrees to report any use or disclosure of Protected Health Information not permitted by this Agreement and any Successful Security Incident (each a "Potential Breach") to Company and AmeriLife Direct immediately, but in no event later than

within two (2) business days, after it is discovered (within the meaning of 45 CFR 164.410(a)(2)). Such report shall be made by in writing to Company and via email to AmeriLife Direct at EthicsAdvantage@AmeriLife.com. Sub-Business Associate shall provide the information concerning the Potential Breach as required by 45 CFR 164.410(c), and other information reasonably required by Company to determine whether a Breach has occurred, including Sub-Business Associate's own risk assessment to determine whether a Breach has occurred. If such information is not available to Sub-Business Associate at the time the Potential Breach is required to be reported to Company, Sub-Business Associate shall provide such information to Company promptly as it becomes available. Company shall have the sole discretion to determine whether a Breach has occurred. The Sub-Business Associate shall maintain complete records regarding the Potential or actual Breach for the period required by 45 CFR 164.530(j) or such longer period required by state law, and shall make such records available to Company promptly upon request, but in no event later than within forty-eight (48) hours.

(i) Within five (5) business days of receipt of a request from Company, Sub-Business Associate shall provide to Company or, at its direction, to an Individual, Protected Health Information relating to that individual held by Sub-Business Associate or its agents or Subcontractors in a Designated Record Set in accordance with 45 CFR 164.524. In the event any Individual requests access to his or her Protected Health Information directly from Sub-Business Associate, Sub-Business Associate shall, within five (5) business days of receipt of such request, forward the request to Company unless the Privacy Rule requires Sub-Business Associate to receive and respond to such requests directly, in which case Sub-Business Associate shall respond directly as required by and in accordance with 45 CFR 164.524, and shall send a copy of such response to Company.

(j) Within five (5) business days of receipt of a request from Company, Sub-Business Associate agrees to make any requested amendment(s) to Protected Health Information held by it or any agent or Subcontractor in a Designated Record Set in accordance with 45 CFR 164.526. In the event any individual requests an amendment to his or her Protected Health Information directly from Sub-Business Associate, Sub-Business Associate shall within five (5) business days of receipt thereof, forward such request to Company.

(k) Within ten (10) business days after Sub-Business Associate, its agents or Subcontractors makes any disclosure of Protected Health Information for which an accounting may be required under 45 CFR 164.528, Sub-Business Associate agrees to provide in writing to Company and via email to AmeriLife Direct at EthicsAdvantage@AmeriLife.com, the information related to such disclosure as would be required to respond to a request by an Individual for an accounting in accordance with 45 CFR 164.528. In the event any Individual requests an accounting of disclosures under 45 CFR 164.528(a) directly from Sub-Business Associate, Sub-Business Associate shall, within ten (10) business days of receipt of such request, forward the request to Company unless the Privacy Rule requires or Company directs that Sub-Business Associate to receive and respond to such requests directly, in which case Sub-Business Associate shall respond directly as required by and in accordance with 45 CFR 164.528, and shall send a copy of such response to Company.

(l) Within five (5) business days of receipt of a request from Company, Sub-Business Associate agrees to comply with any request for confidential communication of, or restriction on the use or disclosure of, Protected Health Information held by it or any agent or Subcontractor as requested by Company and in accordance with 45 CFR 164.522.

(m) Sub-Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services or her/his designees or other government authorities

in a time and manner designated by Company or such governmental authorities, for purposes of determining compliance with the HIPAA Rules. Sub-Business Associate shall provide a copy of such books and records to Company at the same time as these are provided to the Secretary or other government authority.

(n) Sub-Business Associate warrants and represents that Sub-Business Associate has obtained, at Sub-Business Associate's own expense and in a manner compliant with all applicable local, state, federal and international laws, a Satisfactory Background Screening for all of its Workforce members with access to any Protected Health Information ("Sub-Business Associate Personnel"). Sub-Business Associate agrees to update such background screening upon reasonable request by Company, it being agreed that any request based upon the occurrence of any Potential Breach or other illegal activity involving Sub-Business Associate or Sub-Business Associate Personnel, or the reasonable suspicion of illegal activity involving Protected Health Information, or any regulatory requirements requiring such updates, would be deemed reasonable hereunder.

(o) Sub-Business Associate shall maintain documentation of its obligations hereunder to the extent and for the period required by the HIPAA Rules, including 45 CFR 164.530(j).

(p) To the extent that Sub-Business Associate provides services in connection with a "covered account" (as such term is defined in 16 CFR 681.2), it shall develop policies and procedures to detect relevant "red flags" (as such term is defined in 16 CFR 681.2) that may arise in the performance of Sub-Business Associate's activities. Sub-Business Associate agrees to report any red flags to Company and to take appropriate steps to prevent or mitigate identity theft.

(q) Notwithstanding any other provisions of this Agreement, to the extent Company provides prior written permission for the handling of Protected Health Information by Sub-Business Associate or its Subcontractors outside the United States pursuant to Section 7(f) below, Sub-Business Associate agrees to comply with the requirements of the CMS memorandum of July 23, 2007 entitled " Sponsor Activities Performed Outside of the United States (Offshore Subcontracting)" with respect to Protected Health Information of Medicare beneficiaries. The terms specified in the attestation contained in that CMS memorandum are hereby incorporated by reference.

3. Security of Protected Health Information

(a) Sub-Business Associate agrees to implement appropriate administrative, physical, and technical safeguards to prevent the unauthorized use and disclosure of Protected Health Information, and to protect the confidentiality, integrity, and availability of Electronic Protected Health Information, as required by the HIPAA Rules. Without limiting the foregoing, Sub-Business Associate agrees to comply with the requirements of 45 CFR 164.308, 164.310, 164.312, and 164.316, as may be amended and interpreted in guidance from time to time.

(b) Sub-Business Associate agrees, to the extent practicable, to Secure all Protected Health Information at rest, in motion or in use. Without limiting the foregoing, Sub-Business Associate agrees in all cases to Secure all electronic Protected Health Information in motion and all electronic Protected Health Information placed or stored on portable devices, and to dispose of all Protected Health Information in a Secure manner, including the permanent removal of all Protected Health Information from Electronic Media and hard disks, whether on fax, copier, computer, portable device or otherwise, before making such Electronic Media available for re-use.

(c) Sub-Business Associate's security safeguards for Protected Health Information must be evaluated and certified by a person holding a Certified Information Systems Security

Professional (“CISSP”) certification as meeting health care industry security best practices. Sub-Business Associate will perform periodic reviews of its security safeguards to ensure they are appropriate and operating as intended. At a minimum, all safeguards will be assessed for compliance and re-certified by a CISSP at least once a year.

(d) Documentation of Sub-Business Associate’s security assessments, including testing and any remediation efforts and CISSP safeguard certification, must be retained for a period of six (6) years following (i) termination hereof and (ii) destruction or return of Protected Health Information, whichever is last to occur, or such longer period as required by applicable law.

(e) Sub-Business Associate agrees that neither it nor any of its Workforce members will place Protected Health Information on portable computing/storage devices which are not owned by Sub-Business Associate. Sub-Business Associate shall ensure that data files containing Protected Health Information are not saved on public or private computers while accessing corporate e-mail through the Internet.

(f) Sub-Business Associate shall train Workforce members on the responsibilities under this Agreement, including the responsibilities to safeguard and, where appropriate or required, Secure Protected Health Information, and consequences for failing to do so.

(g) As healthcare industry security best practices evolve to satisfy the HIPAA Rules and other applicable security standards, Sub-Business Associate agrees to adjust its safeguards accordingly so that they continue to reflect the then-current industry best practices. To the extent that Sub-Business Associate has access to any part of Company’s data systems, Contractor shall comply with Company’s information security policies.

4. Permitted Uses and Disclosures of Protected Health Information.

(a) Sub-Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law. Subject to those limitations set forth in this Agreement, Sub-Business Associate may use and disclose Protected Health Information as necessary in order to provide its services as described in the Services Agreement.

(b) Subject to the limitations set forth in this Agreement, Sub-Business Associate may use Protected Health Information if necessary for its proper management and administration or to carry out its legal responsibilities. In addition, Sub-Business Associate may disclose Protected Health Information as necessary for its proper management and administration or to carry out its legal responsibilities provided that:

(i) any such disclosure is Required By Law; or

(ii) (1) Sub-Business Associate obtains reasonable assurances, in the form of a written agreement, from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person; and (2) the person agrees to immediately notify Sub-Business Associate (which shall immediately notify Company and AmeriLife Direct in accordance with Section 2 above) of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

(c) Sub-Business Associate may not de-identify Protected Health Information except as necessary to provide its services as described in the Services Agreement. Sub-Business Associate is prohibited from using or disclosing such de-identified information for its own purpose without the explicit written permission of Company.

5. Term and Termination.

(a) The term of this Agreement shall continue for so long as the Services Agreement remains in effect, except that (i) Section 5(c) shall survive after the termination of the Services Agreement for as long as Sub-Business Associate retains any Protected Health Information; and (ii) any provision that by its nature survives termination shall so survive including, by way of example and not by way of limitation, Sections 2(d), 2(e), 2(n), 5(c), 6 and 7(e).

(b) Upon Company's determination that Sub-Business Associate has violated or breached a material term of this Agreement, Company shall either: (1) provide an opportunity for Sub-Business Associate to cure the breach or end the violation, and terminate this Agreement and the Services Agreement if Sub-Business Associate does not cure the breach or end the violation within the time specified by Company; or (2) immediately terminate this Agreement and the Services Agreement if it determines that Sub-Business Associate has breached a material term of this Agreement and cure is not possible; or (3) if it determines that neither termination nor cure is feasible, report the violation to the Secretary if required by the HIPAA Rules.

(c) Effect of Termination. (1) Except as provided in paragraph (2) of this subsection *infra*, upon termination of the Services Agreement for any reason, Sub-Business Associate shall, at the election of Company, return to Company or destroy all Protected Health Information in its possession or that of its Subcontractors or agents. Sub-Business Associate and its agents and Subcontractors shall retain no copies of the Protected Health Information. (2) In the event that returning or destroying the Protected Health Information is infeasible, Sub-Business Associate shall provide to Company written notification within ten (10) business days after termination of the Services Agreement of the conditions that make return or destruction infeasible. Upon agreement by Company that return or destruction of the Protected Health Information is infeasible, Sub-Business Associate shall extend the protections of this Agreement to such Protected Health Information, and limit further uses and disclosures of it to those purposes that make the return or destruction infeasible, for so long as Sub-Business Associate or its agents or Subcontractors hold such Protected Health Information.

6. Indemnification and Liability.

(a) Sub-Business Associate will indemnify and hold harmless Company and any of its officers, directors, employees, or agents from and against any claim, cause of action, liability, damage, cost or expense, including reasonable attorneys' fees and court or proceeding costs, arising out of or in connection with any breach of the terms of this Agreement, any Breach of Protected Health Information under the control of Sub-Business Associate or its agents or Subcontractors that requires notification under the HIPAA Rules or state law, or any failure to perform its obligations with respect to Protected Health Information by Sub-Business Associate, its officers, employees, agents or any person or entity under Sub-Business Associate's direction or control.

(b) In the event of a Breach of Protected Health Information under the control of Sub-Business Associate or its agents or Subcontractors, Sub-Business Associate agrees to perform any reasonable mitigation or remediation services requested by Company, and Sub-Business Associate agrees to be responsible for costs and expenses including but not limited to: (i) reasonable cost of providing required notice to individuals affected by the Breach of Protected Health Information; (ii) reasonable cost of providing required notice to government agencies, credit bureaus, and/or other required entities; (iii) cost of providing individuals affected by the Breach of Protected Health Information with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed twelve (12) months, except to the extent applicable law specifies a longer period for such credit protection services, in which case such longer period shall then apply; (iv) identity theft insurance; (v) cost

of providing reasonable call center support for such affected individuals for a specific period not less than ninety (90) calendar days, except to the extent applicable law specifies a longer period of time for such call center support, in which case such longer period shall then apply; (vi) reasonable fees associated with computer forensics work required for investigation activities related or relevant to the Breach of Protected Health Information; (vii) non-appealable fines or penalties assessed by governments or regulators; (viii) reasonable costs or fees associated with any obligations imposed by applicable Law, including HIPAA, in addition to the costs and fees defined herein; and (ix) any other costs and expenses to undertake any other action both parties agree to be an appropriate response to the circumstances arising out of or in connection with any Breach of Protected Health Information.

7. Miscellaneous

(a) Sub-Business Associate agrees to take such action as Company deems necessary to amend this Agreement from time to time to comply with the requirements of any HIPAA Rules. If Sub-Business Associate disagrees with any such amendment proposed by Company, it shall so notify Company in writing no later than fifteen (15) business days after receipt of Company's notice of the amendment. If the parties are unable to agree on an amendment, Company may, at its option, terminate the Services Agreement.

(b) A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and as of its effective date.

(c) Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.

(d) The terms and conditions of this Agreement shall override and control any conflicting term or condition of the Services Agreement. All non-conflicting terms and conditions of the Services Agreement remain in full force and effect.

(e) The parties agree that the remedies at law for a violation of the terms of this Agreement may be inadequate and that monetary damages resulting from such violation may not be readily measured. Accordingly, in the event of a violation by either party of the terms of this Agreement, the other party shall be entitled to immediate injunctive relief. Nothing herein shall prohibit either party from pursuing any other remedies that may be available to either of them for such violation.

(f) Sub-Business Associate represents that neither it nor its agents or Subcontractors will transfer, access or otherwise handle Protected Health Information outside the United States without the explicit prior written permission of Company. Irrespective of where it performs its services or is domiciled, or any other factors affecting jurisdiction, Sub-Business Associate agrees, and shall require that its agents and contractors agree, to be subject to the laws of the United States, including the jurisdiction of the Secretary and the courts of the United States. Sub-Business Associate further agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the United States in a venue in the State whose law governs the Services Agreement, and Sub-Business Associate waives any available jurisdictional defenses as they pertain to the parties' obligations under this Agreement or applicable law.

(g) During normal business hours, and with reasonable prior notice, Company or its authorized representatives may audit, monitor and inspect Sub-Business Associate's and its Subcontractors' facilities and equipment and any documents, information or materials in Sub-Business Associate's or its Subcontractors' possession, custody or control; interview Sub-Business Associate's employees, agents, consultants and Subcontractors; and inspect any logs or documentation maintained by Sub-Business Associate to the extent relating in any way to Sub-Business Associate's obligations under this Agreement. An inspection performed pursuant

to this Agreement shall not unreasonably interfere with the normal conduct of Sub-Business Associate's business. No such inspection by Company as set forth herein shall relieve Sub-Business Associate of any of its obligations under this Agreement.

(h) Any Protected Health Information provided by Company, its employees, agents, consultants, Subcontractors or business associates to Sub-Business Associate, or created, obtained, procured, used or accessed by Sub-Business Associate in Company's name or on Company's behalf, shall, as between the parties to this Agreement, at all times be and remain the sole property of Company, and Sub-Business Associate shall not have or obtain any rights therein except as stated herein.

(i) Relationship of Parties. It is expressly agreed that Sub-Business Associate, its divisions, and its affiliates, including its employees and Subcontractors, are performing the services under this Agreement as independent contractors for Company. Neither Sub-Business Associate nor of its affiliates, officers, directors, employees or Subcontractors is an employee or agent of Company. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) an agency relationship for purposes of the HITECH Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or agents as of the Effective Date.

SUB-BUSINESS ASSOCIATE

AmeriLife Direct, LLC, on behalf of
itself and its affiliates

Signature _____

Signature _____

Typed Name _____

Type Name Matthew B. Graham

Title _____

Title Authorized Representative

Date _____

Date _____

EXHIBIT B

**REFERRAL AGENT FEE ASSIGNMENT AGREEMENT
FOR THE AMERILIFE DIRECT
REFERRAL AGENT PARTICIPATION AGREEMENT**

Referral Agent has entered into a Referral Agent Participation Agreement for the AmeriLife Direct Referral Program (the "Participation Agreement") with _____ ("Assignee"). Referral Agent agrees that any and all applicable Referral Agent Fee earned under the Referral Agent's Participation Agreement shall be assigned to the assignee listed below. Neither AmeriLife Direct nor the Company shall have any obligation to pay any Referral Agent Fee, or any other compensation whatsoever, directly to Referral Agent in connection with the services provided under the Participation Agreement.

For the value received, I _____ ("Referral Agent") of the city of _____, State of _____ do hereby assign, transfer and set over to: _____ (assignee) _____ (TIN or SSN) with address of _____ its successors and assigns, my rights, title and interest in the Referral Fees which shall accrue to me under my Participation Agreement. I further certify there is no previous assignment or assignments nor had any bill of sale of these Referral Fees or any part thereof been previously made by me to any other person or persons, nor is there any claim against such Referral Fees outstanding. I do for myself, my executors, or administrators guarantee the validity of the foregoing assignment.

REFERRAL AGENT

Signature: _____

Name: _____

Date: _____