



THE ORDER OF
**UNITED
 COMMERCIAL
 TRAVELERS
 OF AMERICA**

Agent Questionnaire

FOR HOME OFFICE USE ONLY

Send to UCT: 632 N. Park St., P.O. Box 159019, Columbus, OH 43215-8619
 (614) 228-3276 • Toll-free: (800) 848-0123 • Fax: (614) 228-1898

Date Received: _____
 Background Check: _____
 RB Code: _____
 Agent Code: _____

AGENT INFORMATION (PLEASE TYPE OR PRINT)

Name: _____ Social Security No.: _____ Date: _____ E-mail Address: _____

Are you currently licensed as an: Individual Partnership Corporation

Corporate Name: _____ Corporate IRS No.: _____

Send To: Business Residence (Do not abbreviate address)

Business Address and Street or P.O. Box:	City:	County:	State:	Zip:	Area Code and Telephone No.
Residence Address and Street or P.O. Box:	City:	County:	State:	Zip:	Area Code and Telephone No.
Residence Address (if at above less than one year):	City:	County:	State:	Zip:	Area Code and Telephone No.
Street Address (required for supply shipments):	City:	County:	State:	Zip:	Area Code and Telephone No.

PERSONAL DATA (MUST ANSWER ALL QUESTIONS)

Are you currently in debt to any insurance company or federal agency? Yes No If "Yes," please explain: _____

Have you ever been convicted of a felony? Yes No If "Yes," please explain: _____

Have you ever been convicted of a misdemeanor: Yes No If "Yes," please explain: _____

Date of Birth (Month/Day/Year): _____ Place of Birth: _____

Marital Status: Married Single Divorced

LICENSE INFORMATION

In what states are you currently licensed? (If more space is needed, please attach additional sheet).

1. State	<input type="checkbox"/> Life <input type="checkbox"/> Accident and Health	License No.	3. State	<input type="checkbox"/> Life <input type="checkbox"/> Accident and Health	License No.
2. State	<input type="checkbox"/> Life <input type="checkbox"/> Accident and Health	License No.	4. State	<input type="checkbox"/> Life <input type="checkbox"/> Accident and Health	License No.

If you wish to apply for non-resident appointment, list the states and include the appropriate fees and/or forms: _____

Have you ever been terminated by an insurance company? Yes No If "Yes," please explain: _____

Have there been any complaints against you directed to the Insurance commissioner of any state by a policyholder? Yes No

From an insurance company? Yes No

If "Yes," please explain: _____

UCCT'S INFORMATION (CONT.)

Have you ever had a license to solicit insurance refused, suspended or revoked? Yes No If "Yes," please explain:

How many years have you held an insurance license? _____ Do you carry Errors and Omissions insurance? Yes No If "Yes," name of carrier: _____ Policy No.: _____

Provide the following information regarding all current and past appointments with life or health insurance companies:

NAME OF COMPANY:	ADDRESS OF HOME OFFICE:	FROM: (MO./YR.)	TO: (MO./YR.)	OK TO CONTACT?
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

Have you ever been or are you currently bound by any employment agreement, non-compete agreement, or non-solicitation agreement, the terms of which (1) restrict where or to whom you may sell insurance policies or, (2) restrict your ability to sell UCT policies? Yes No

If "Yes," please explain:

INSURANCE BACKGROUND

Number of years in the insurance industry: _____

Check professional designations earned or indicate courses completed: CLU ChFC CFP CPCU RHU

PRODUCTION RECORD

	PRIOR CALENDAR YEAR		CURRENT YEAR TO DATE		13 MONTH PERSISTENCY	
	PERSONAL	AGENCY	PERSONAL	AGENCY	PERSONAL	AGENCY
Life Premium						
Life Volume						
Health Premium						
Group Premium						



Total number of producing agents or brokers in your agency? _____

How many will be appointed with UCT? _____

Fair Credit Reporting Act Disclosure

An investigative consumer report may be prepared whereby information is obtained through personal interviews with your neighbors, friends or others who are acquainted with you. This inquiry includes information as to your character, general reputation, personal characteristics and mode of living. You have the right to make written request within a reasonable period of time to receive detailed information about the nature and scope of this investigation.

To the best of my knowledge, all of the above is correct, and my appointment with The Order of United Commercial Travelers of America would not constitute a breach of any of my contacts with other insurance companies.

OUR SIGNATURE: 	DATE:
REFERRING AGENT'S SIGNATURE:	DATE:
GENERAL AGENT'S SIGNATURE: 	DATE:



THE ORDER OF
**UNITED
 COMMERCIAL
 TRAVELERS
 OF AMERICA**

Application for Membership and Accident Coverage

For new applications — Age 18 through 70

Send to UCT: 632 N. Park St., P.O. Box 159019, Columbus, OH 43215-8619
 (614) 228-3276 • Toll-free: (800) 848-0123 • Fax: (614) 228-1898

A. APPLICANT INFORMATION Please Print. Use Black Ink.

Name of council Applicant will belong to:

Council No.: Council City: State:

Full Name of Applicant (First, Middle, Last): Mr. Ms. Mrs.

Street Address:

City: State: Zip Code:

Area Code and Phone No.: Date of Birth: Social Security No.:

Member No. (if currently a member): Age: Height: Weight: Male Female

B. INSURANCE INFORMATION

Name of Employer (if employed):

Business Address:

City: State: Zip Code:

Kind of business: Wholesale Manufacturing
 Retail Other:

Occupation Title or Position:

State fully your occupational duties:

Beneficiary (First, Middle, Last):

Relationship:

Have you ever been declined or had insurance canceled with any company? Yes No If "Yes," give date, company name and reason:

Have you previously made application for insurance coverage to this Order? Yes No If "Yes," when and where?

B. INSURANCE INFORMATION — Continued

Does the insurance for which application is being made replace any other insurance in force? Yes No If "Yes," to what extent:

C. PREMIUM INFORMATION — Accidental Death Benefit: \$5,000

Annual premium \$ 17.00

Min. \$18 member dues \$

Total Annual Payment \$
 for membership & accident insurance benefits

D. AGREEMENT

Please enroll me for membership in The Order of United Commercial Travelers of America. I agree to accept any certificate of membership and insurance issued upon this application. I understand the Order is a Fraternal Benefit Society and as such is governed by provisions of the Constitution and Bylaws of the Order as they now exist, or as they may be amended in the future. All statements made by me in this application shall be deemed representations and not warranties. I understand the Order shall not be liable for any accidental injury or death occurring before the issuance of a contract of insurance. I agree a copy of this application shall be attached and become a part of my insurance contract.

Applicant's Signature: Date:
 MONTH / DAY / YEAR

THIS SECTION TO BE COMPLETED BY COUNCIL SECRETARY

Council Action: Date:
 Approved Disapproved
 MONTH / DAY / YEAR

Secretary's Signature:

THIS SECTION TO BE COMPLETED BY SPONSORING MEMBER

This is to certify that I am acquainted with the applicant and hereby recommend the applicant for membership.

Sponsor's Signature:

Date: Sponsor's Member No.:

Print Sponsor Name:

Street Address:

City: State: Zip Code:



THIS IS AN OUTLINE OF OUR ACCIDENT COVERAGE — FOR DETAILS, CONSULT YOUR INSURANCE CERTIFICATE.

ACCIDENT BENEFITS

Accidental Death Benefit*	\$5,000.00*
Confinement in Hospital	
28 days maximum	(Per Day) \$ 10.00
Ambulance	indemnity up to \$ 10.00
Operating Room	indemnity up to \$ 10.00
Anesthetic	indemnity up to \$ 10.00
X-ray Examination	indemnity up to \$ 10.00
Laboratory Fees	indemnity up to \$ 5.00
Medical Expense	indemnity up to \$ 20.00
Loss—Both Eyes	\$ 5,000.00
Loss—Both Feet	\$ 5,000.00
Loss—Both Hands	\$ 5,000.00
Loss—One Hand and One Foot.....	\$ 5,000.00
Loss—One Eye and One Hand or One Foot	\$ 3,750.00
Loss—One Eye	\$ 1,250.00
Loss—One Foot	\$ 2,500.00
Loss—One Hand	\$ 2,500.00

NOTE: This contract does not cover losses caused by any of the following: (1) any act of war, declared or undeclared, or any act incident to war; (2) intentionally self-inflicted injury or suicide; (3) any infection, except an infection resulting from an open wound that was caused by accidental bodily injury and is visible to the unaided eye; and (4) mental, nervous or emotional disorders. For death resulting from participation in aviation or aeronautics — as a passenger or otherwise — 50 percent of the death benefit will be paid. This reduction does not apply in the case of death to a fare-paying passenger in a licensed aircraft operating on a regular schedule.

*Death benefits are \$5,000 payable in a lump sum within 60 days after receipt of satisfactory proof of death.

GENERAL AGENT SALES AGREEMENT

This General Agent Sales Agreement (the "Agreement") is made and entered into by and between The Order of United Commercial Travelers of America ("UCT"), an Ohio fraternal benefit society with its principal place of business located at 632 North Park Street, Columbus, Ohio 43215-8619, and the General Agent whose name and address is set forth at the end of this Agreement (the "General Agent"). The term "General Agent" as used herein shall include its agents and employees, if any.

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. APPOINTMENT AND DUTIES

General Agent is appointed by UCT to procure applications for insurance and render services to policyholders of UCT and General Agent accepts such appointment, all on the terms and conditions hereof. The duties and responsibilities of General Agent hereunder shall be as follows:

A. Solicit Applications

General Agent shall solicit and procure applications for certain products within a specific non-exclusive territory. The General Agent shall collect and remit to UCT the initial modal premiums thereon.

B. Service Policies

General Agent shall conserve and service insurance policies in force.

C. Promote the Council

General Agent shall become a member of UCT and promote the activities of his local council and shall cultivate and seek to maintain a friendly and helpful relationship with officers and members of that council.

2. COMMISSIONS AND COMPENSATION

A. Compensation

General Agent shall receive commissions and other compensation provided herein on premiums paid and received by UCT on policies issued for which General Agent is listed as the agent of record. First-year commissions shall be paid, as earned, according to the commission schedule attached, as may subsequently be amended in writing by UCT to apply prospectively ("Commission Schedule"). No compensation shall be paid on premiums waived under the provisions of any policy regarding waiver of premium, disability rider, or a payor insurance agreement supplement.

B. Renewal Commissions during this Agreement

During the term of this Agreement, commissions will be paid in accordance with the Commission Schedule on all premiums paid and received by UCT on renewed policies for which General Agent is listed as the agent of record ("Renewal Commissions").

C. Commissions after Termination

Except as provided in Sections 5 and 7 hereof, Renewal Commissions shall, subject to all the other terms and conditions hereof, continue to be paid to the General Agent for the term of years stipulated in the Commission Schedule, provided that such commissions of less than twenty-five dollars (\$25) per week shall be accumulated. After termination of this Agreement, if in any calendar year the total Renewal Commissions and any other commissions paid under this Agreement are less than one thousand dollars (\$1,000), then

UCT shall have the right to pay the present discounted value of all future commissions in one sum in lieu of the payment of all future commissions as they become due. Such present discounted value shall be determined by UCT.

D. Commission Schedules

UCT may amend the terms of the Commission Schedule at any time by giving General Agent prior notice that the Commission Schedule is being so amended. UCT shall determine the commission payable on all classes of policies not named in the Commission Schedule. On substandard policies issued by UCT, the commissions set forth on the Commission Schedule shall only apply to the standard premium portion of the substandard policy.

E. Replacement Insurance

Commissions, if any, on policies which, in the judgment of UCT, take, or are to take, the place of other insurance on the same risk, shall be governed by the rules and practices from time to time adopted by UCT relative thereto.

F. Vesting of Commissions

Commissions are 100% vested upon appointment with UCT.

G. Refund of Premiums

If UCT, for any reason, refunds any portion of premium on any UCT policy, the amount of commissions received by General Agent on such portion of premium will be deducted from any future commissions due General Agent.

H. Administration

UCT reserves the right, for its convenience in accounting and administration, to withhold any payment(s) due General Agent hereunder until all amounts owed equal at least twenty-five dollars (\$25) before making payment. Any amount due the General Agent at a time when no further credits appear probable will be paid promptly regardless of amount.

I. Manual

All the rules, policies and procedures contained in the General Agent's manual issued by UCT (the "Manual") that are in effect on the effective date of this Agreement are incorporated by reference in this Agreement. UCT may, from time to time, add or change rules, policies and procedures in the Manual by delivering to General Agent a copy of any such addition or change that shall automatically effect a modification of the terms of this Agreement from the date of delivery.

3. SCOPE OF AUTHORITY

A. Limits of Authority

General Agent is not authorized to bind UCT in any way not specifically authorized in writing by a duly authorized officer of UCT. Except as provided in Section 1 above, the General Agent is not authorized to act for UCT or to make, alter or

discharge contracts for UCT, extend the time for payment of premiums, waive forfeitures, grant permits, quote rates for extraordinary risks, guarantee dividends, make any endorsements on a policy of UCT, or commit or attempt to commit UCT to payment of any claim or adjustment of any policy. General Agent's authority shall extend no further than is expressly stated in this Agreement.

B. Nature of Relationship

Nothing contained in this Agreement shall be construed to create the relationship of employer and employee between UCT and General Agent. General Agent shall be free to exercise his own judgment as to persons from whom insurance will be solicited and the time and place of solicitation. However, UCT may, from time to time, in its Manual prescribe rules and regulations respecting the conduct of the business covered hereby not interfering with such freedom of action of General Agent, which rules and regulations shall be observed and conformed to by General Agent.

C. Handling of Funds

All monies or property collected by General Agent, for or on behalf of UCT, shall be collected in a fiduciary capacity and not be commingled with other funds or used by General Agent for any purpose whatsoever except as herein specifically authorized, and shall be delivered at once and in full to UCT. General Agent shall be responsible for collecting, and shall immediately remit to UCT in full, the first premium on any and all applications written under this Agreement. In the event UCT does not accept an application forwarded by General Agent, UCT will refund to the applicant all premiums received from such applicant, and commissions, if any, on account of such application that were credited to General Agent will be reversed and such commissions, if any, that were paid will be deducted from future commissions payable to General Agent hereunder.

4. REPRESENTATIONS, WARRANTS AND COVENANTS

General Agent hereby represents, warrants and covenants to UCT as follows:

A. Licensed General Agent

During the term of this Agreement, the General Agent who solicits and procures policies as described in Section 1A hereof shall have a valid license to sell life and health insurance products for each state in which the General Agent conducts business. Further, General Agent agrees to promptly notify an authorized representative of UCT of any investigations or any restriction placed upon the license of the General Agent by the insurance regulators in any state in which they maintain a license.

B. Compliance with Laws

General Agent shall perform all of the duties hereunder in accordance with provisions of the Manual and all applicable statutes and administrative regulations of the federal government and the state or states in which the General Agent conducts business.

C. Authority

General Agent shall not represent to any third party that he has authority to act for, or to bind, UCT or that he has any authority other than as expressly set forth herein.

D. Rebating Commissions

The General Agent shall not rebate any commissions for insurance solicited or procured pursuant to this Agreement.

E. Insured Member

General Agent shall, at all times, be a member of UCT insured by at least one life, health or accident insurance policy of UCT.

F. Application to Become UCT General Agent

Prior to the date hereof, General Agent has submitted an Agent Questionnaire to become a UCT General Agent. The General Agent hereby represents that all information furnished by General Agent on the Agent Questionnaire, or in connection with said Agent Questionnaire was true and correct on the date of the Agent Questionnaire and continues to be true and correct on the date hereof.

5. NO SOLICITATION OF SERVICE

A. Covenant

The General Agent shall not (i) induce or attempt to induce any general agent of UCT to terminate his agreement with UCT (ii) employ (or engage to act, directly or indirectly, as an independent contractor or agent) any employee of UCT or any general agent of UCT within two (2) years following termination of this Agreement; (iii) induce or attempt to induce any UCT members to terminate their policies with UCT; or (iv) after termination of this Agreement, solicit or take away UCT members.

B. Consideration

General Agent acknowledges and agrees that UCT's appointment of him as General Agent on the terms and conditions set forth herein constitute valuable consideration sufficient for any or all of the covenants set forth in this Section 5. Each of the covenants is distinct and severable, notwithstanding that they are set forth in one paragraph hereof for convenience.

C. Reasonableness of Covenants

It is recognized and understood by the General Agent that the employees and general agents of UCT are an integral part of UCT's current business and future growth potential and that it is extremely important for UCT to use its maximum efforts to prevent UCT from losing the services of such employees and general agents. General Agent further acknowledges that the members of UCT are vital to UCT's business and that significant time and resources have been expended over many years to establish and maintain UCT's membership.

D. Maximum Enforcement

In the event that any or all of the covenants shall be determined by a court of competent jurisdiction to be unenforceable by reason of their geographic or temporal restrictions being too great, or by reason that the range of activities covered is too great, or for any other reason, they should be interpreted to extend over the maximum geographic area, period of time, range of activities or other restrictions as to which they may be enforceable.

E. Forfeiture of Commissions

General Agent covenants and agrees that, if General Agent violates any covenants in this Section 5, General Agent shall forfeit all commissions provided for in this Agreement and such forfeiture shall be in addition to, and not in limitation of, any injunctive relief or other rights or remedies to which UCT is or may be entitled to at law or in equity or otherwise.

F. Injunctive Relief

The parties agree that a breach of the covenants may cause irreparable damage to UCT and its sales network, the extent of which may be difficult to ascertain, and the award of damages may not be adequate relief, and consequently, General Agent agrees that, in the event of a breach or a threatened breach of any covenant, UCT may institute an action to compel the specific performance of the covenant, and that such remedy shall be cumulative, not exclusive, and shall be in addition to any other available remedies.

6. TERM AND TERMINATION

This Agreement shall commence on the date of its approval by an authorized representative of UCT and continue until terminated as provided herein. This Agreement may be terminated by either party, without cause, by giving thirty (30) days prior written notice to the other party, and such termination shall not waive or release any obligation of either party existing hereunder at the time of termination. This Agreement shall terminate immediately upon the death or dissolution of General Agent or the filing of a voluntary or involuntary petition in bankruptcy regarding the General Agent that is not dismissed within thirty (30) days and may be terminated at UCT's option upon the occurrence of any of the following: (A) breach of any of the provisions of Section 4 or 5 of this Agreement; (B) General Agent's commission of an act that constitutes fraud or constitutes a material breach of his duties hereunder by the General Agent; or (C) failure of General Agent to maintain production and persistency requirements as determined by UCT.

7. EFFECT OF TERMINATION

Upon termination of this Agreement (i) by UCT for one of the reasons described in 6(A) or 6(B) above, or (ii) by UCT or General Agent as a result of conduct of, or actions taken by, General Agent that would constitute sufficient grounds for disciplinary action or imposing any potential restriction on its licensure by the insurance regulators of any state in which General Agent is licensed, then General Agent shall forfeit all commissions provided for in this Agreement from the date of termination. Upon termination of this Agreement for any reason, all amounts due and owing from General Agent to UCT for advance of commissions, if any, canceled policies or any other reason ("Indebtedness") shall become immediately due and payable and shall be subject to an interest charge of (8%) per annum until paid. UCT shall have a right to offset indebtedness and such interest against all compensation due to General Agent hereunder until all indebtedness and interest are paid in full. UCT shall not be compelled to render an immediate accounting or make immediate settlement if this Agreement is terminated, but shall be allowed a reasonable period of time from the date of termination within which to satisfy itself that no premiums or payments have been collected or wrongfully withheld by

General Agent. Within thirty (30) business days of termination, General Agent shall return at its expense in good condition the Manual and all rate books, literature, manuals, forms, training materials, membership lists, expiration records, invoice copies, supplies, equipment or any other written material or document on which the name or mark of UCT is displayed whether or not furnished by UCT.

8. INDEMNIFICATION

General Agent hereby agrees to defend, indemnify and hold harmless UCT against and in respect of: (A) any and all losses and damages resulting from, relating or incident to, or arising out of any misrepresentation or breach by General Agent of any representation, warranty, covenant or agreement made or contained in this Agreement, and (B) any and all actions, suits, proceedings, claims, demands, judgments, Costs and expenses (including reasonable attorneys' fees) incident to the foregoing.

9. CIRCULARS AND ADVERTISING

No circular, advertisement or other matter shall be printed, published or used in any way by General Agent unless the same shall first have been approved, in writing, by UCT.

10. EXPENSES AND TAXES

General Agent acknowledges that he is engaged solely as an independent contractor and not as an employee of UCT and agrees that he shall pay all expenses he incurs to perform services hereunder and be responsible for the payment of all federal, state and local tax obligations on account of compensation earned hereunder. Notwithstanding the foregoing, UCT may withhold taxes as required by law.

11. ORAL STATEMENTS

This Agreement, together with the attached commission schedule, constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. No oral statement heretofore or hereafter made by either party hereto, or any representative thereof, shall affect or change this Agreement in any respect. Any modification of this Agreement, except as provided in Subsections (D) and (I) of Section 2 hereof, must be in writing and signed by General Agent and an authorized officer of UCT before the same shall become effective.

12. WAIVER OF RIGHTS

The failure of UCT to exercise any of its rights under this Agreement shall not constitute a waiver of its rights or a precedent to be followed at any subsequent date.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties hereto hereby consent to the jurisdiction of the courts of the State of Ohio in Franklin County, and the United States District Court, for the Southern District of Ohio, Eastern Division, and waive any contention that any such court is an improper venue for enforcement of this Agreement.

14. NOTICES

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or two (2) business days after being mailed, certified, return receipt requested, postage prepaid by UCT at the address set forth in the first paragraph of this Agreement and to General Agent at the address set forth at the end of this Agreement. Any party hereto may, from time to time, by written notice to the other party, designate a different address, which shall be substituted for the one specified for such party in the preceding sentence.

15. ASSIGNMENT

This Agreement may not be assigned or transferred in whole or in part by General Agent without the prior written consent of UCT. No rights of General Agent to commissions earned or accrued or to accrue under this Agreement shall be assigned,

mortgaged or pledged by General Agent without the prior written consent of UCT. Any purported assignment of this Agreement or any rights hereunder without the express written consent of UCT is void.

16. BINDING EFFECT

This Agreement shall be binding upon the heirs, successors and assigns of the respective parties hereto.

17. PRONOUNS

All pronouns used herein shall be deemed to refer to masculine, feminine, neuter, singular or plural as the identity of the person or persons may require in the context, and the singular form of nouns, pronouns and verbs shall include the plural, and vice versa, whichever the content may require.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20_____

UCT: _____ GENERAL AGENT: _____

(Signature of General Agent or authorized officer)

General Agent (please print) _____

Street Address _____

City _____ State _____ Zip Code _____

Taxpayer Identification Number _____

NOTE: To be effective, this Agreement must be signed in duplicate; both copies must be forwarded to United Commercial Travelers, 632 North Park Street, Columbus, Ohio 43215-8619 and an authorized representative of UCT must sign below to evidence approval of this Agreement. After approved by the authorized representative of UCT, one copy of this Agreement will be returned to General Agent at the address listed above.

Approved:
THE ORDER OF UNITED COMMERCIAL TRAVELERS OF AMERICA

By: _____
Authorized Representative of UCT



THE ORDER OF
**UNITED
COMMERCIAL
TRAVELERS
OF AMERICA**

Assignment of Commission

Home Office: www.uct.org
632 N. Park Street, P.O. Box 159019, Columbus, OH 43215-8619
(614) 228-3276 • Toll-free: (800) 848-1124 • Fax: (614) 228-0483

Canadian Office:
901 Centre Street North, Room 300, Calgary, AB T2E 2P6
(403) 277-0745 • Toll-free: (800) 267-2371 • Fax: (403) 277-6662

For valuable consideration, receipt of which is acknowledged, the Assignor, _____
Name

_____ hereby assigns to _____
Tax ID No. Name

(hereinafter called "Assignee") all rights, title and interest to commissions on all policies due or to become due, from United Commercial Travelers, its subsidiaries, affiliates or successors (hereinafter called the "Company") under the Assignor's

Agency Agreement with Company dated _____, 20_____, provided, however, that such commissions shall be subject to all the terms and provisions of said contract including the right of the Company to withhold and use such commissions to offset any indebtedness of the Assignor or Assignee to the Company.

Assignor hereby directs the Company to pay the aforesaid commissions to the Assignee and releases the Company from any and all liability whatsoever to the Assignor by reason of payment of such commissions hereto. This assignment will become effective on the date accepted and approved by the Company.

Assignor hereby acknowledges that no other assignment or order exists in connection with the commissions described above.

Dated on _____, 20_____.
Assignor Signature

Tax ID No. Print Name

Acceptance of Assignee

Assignee hereby accepts assignment of the above-described commissions and agrees to be bound by the terms and conditions of the above-referenced contract as they affect the above-described commissions.

Dated on _____, 20_____.
Assignee Signature

Tax ID No. Print Name

Consent to Assignment

The Company hereby consents to the above assignment of commissions subject to the terms, provisions and conditions stated or referred to herein, but assumes no responsibility or obligation as to the validity or sufficiency thereof.

Accepted this _____ day of _____, 20_____.

Company

By: _____
Name and Title

BUSINESS ASSOCIATE ADDENDUM TO GENERAL AGENT SALES AGREEMENT

This Addendum amends the General Agent Sales Agreement (the "Original Agreement") between _____ (agent) and The Order of United Commercial Travelers of America (UCT) and is effective _____, 20____ (date that Original Agreement was entered into).

INTRODUCTION

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") regulations on privacy and confidentiality found at 45 C.F.R. Parts 160 and 164, _____ ("Business Associate") and UCT ("Health Plan") agree to the following amendments to the Original Agreement.

For purposes of this Agreement, "Protected Health Information" (as defined at 45 C.F.R. §164.501 and as may be revised or amended by the U.S. Department of Health and Human Services, the U.S. Congress or other federal agency) means:

1. Information that is received from, created, or received on behalf of the Health Plan, and is about an individual which relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.
2. Protected Health Information also either identifies the individual, or there is a reasonable basis to believe the information can be used to identify the individual.
3. Protected Health Information pertains to both living and deceased individuals.

I. Duties and Responsibilities of Business Associate

- A. Business Associate's use and/or disclosure of Protected Health Information shall be limited to only those purposes that are necessary to perform its obligations under the Original Agreement and are outlined as follows:
 - a. Business Associate shall use Protected Health Information only for the following purposes:
 - i. Soliciting and procuring applications for coverage
 - ii. Customer service – servicing in-force policies
 - b. Business Associate shall disclose Protected Health Information only to its employees or agents who directly assist the Business Associate in performing the services outlined in the Original Agreement unless otherwise expressly approved by Health Plan.
- B. Unless otherwise limited by this Agreement, Business Associate may also:
 - a. Use the Protected Health Information in its possession for the proper management and administration of Business Associate or to carry out its legal responsibilities.
 - b. Disclose the Protected Health Information in its possession for the proper management and administration of Business Associate or to carry out its legal responsibilities, if such disclosure is required by law or is addressed in this Agreement.
- C. Business Associate may not use or disclose Protected Health Information in any manner that

would constitute a violation of 45 C.F.R. Parts 160 and 164 if used or disclosed by Health Plan.

- D. Business Associate agrees to not use or further disclose Protected Health Information other than as authorized by this Addendum or as required by law.
- E. Business Associate shall use appropriate safeguards to prevent uses or disclosures of Protected Health Information other than as provided for by this Addendum.
- F. If Business Associate becomes aware of any use or disclosure of Protected Health Information not provided for by this Addendum, it shall report such use or disclosure to Health Plan within three business days of gaining such knowledge.
- G. Business Associate shall require that its agents and employees to whom it provides Protected Health Information under this Addendum agree to the same restrictions and conditions that apply to Business Associates with respect to such information.
- H. In the event an individual contacts Business Associate directly about access to Protected Health Information, Business Associate will not provide access to the individual but shall forward such request to Health Plan within three business days of such contact.
- I. In the event an individual contacts Business Associate directly about making amendments to Protected Health Information, Business Associate will not make any amendments to the individual's Protected Health Information but shall forward such request to Health Plan within three business days of such contact.
- J. Business Associate shall keep a record of any disclosures of Protected Health Information and agrees to make information regarding disclosures of Protected Health Information available to Health Plan within fifteen days of a request by Health Plan. Business Associate shall provide, at a minimum, the following information: (i) the date of disclosure; (ii) the name of the entity or person who received the Protected Health Information, and the address of such entity or person, if known; (iii) a brief description of the Protected Health Information disclosed; (iv) a brief statement regarding the purpose and explanation of the basis of such disclosure and (v) the names of all individuals whose protected health information was disclosed.
- K. Business Associate agrees to comply with any other restrictions on the use or disclosure of Protected Health Information that Health Plan may request from time to time.
- L. Business Associate shall make its internal practices, books and records relating to uses and disclosures of Protected Health Information available to Health Plan, or to the Secretary of the U.S. Department of Health and Human Services (or its designee) for purposes of determining Health Plan and Business Associate compliance with 45 C.F.R. Parts 160 and 164.
- M. Upon the termination of the Original Agreement, Business Associate shall return or destroy all Protected Health Information and will retain no copies of such information. If such return or destruction of Protected Health Information is not feasible and approved by Health Plan, Business Associate agrees that the provisions of this Addendum are extended beyond termination to the Protected Health Information, and Business Associate shall limit all further uses and disclosures to those purposes that make the return or destruction of the Protected Health Information unfeasible.

II. Termination

Notwithstanding any other provision of the Original Agreement, Health Plan may immediately terminate the Original Agreement and this Addendum if Business Associate has materially violated its responsibilities regarding Protected Health Information under this Addendum and has failed to provide satisfactory assurances to Health Plan within ten days of notice of such material violation that the violation has been cured and steps taken to prevent its recurrence.

III. Survival.

The responsibilities of Business Associate under this Addendum shall survive termination of the Original Agreement indefinitely.

Business Associate (Agent)

Signature _____

Date _____

United Commercial Travelers

Signature _____

Date _____

ADVANCE COMMISSION REPAYMENT AGREEMENT

This Advance Commission Repayment Agreement (the "Agreement") is entered into this ____ day of _____, 200 __, and supplements and amends a certain Sales Agreement entered into by and between _____ ("Selling Agent") and The Order of United Commercial Travelers of America ("UCT").

The purpose of this Agreement is set forth the terms pursuant to which UCT will pay Selling Agent advance commissions and to evidence Selling Agent's promise to repay UCT the advance commissions.

- I. The Company agrees to make weekly interest bearing (9% per annum) commission advances to the Selling Agent on Medicare Supplement policies written through the Selling Agent's office and processed as paid for on the Company's records. Provided that the method of payment is either EFT or automated bank draft. Advance commissions will not be paid for other methods of premium payments. Advance commissions will not be paid on Medicare Supplement policies issued to persons under the age of 64-1/2 at the time of issuance.

These commission advances shall be made against the first year commissions due or to become due to the Selling Agent from such policies under the terms of the Basic Contract. The Selling Agent hereby agrees that commissions, when earned, shall be applied by the Company to reduce indebtedness created by the advances including interest thereon. The subparagraphs below describe the manner in which these commission advances will be computed and how earned commissions will be applied against such indebtedness.

- A. The Gross weekly Commission Advances will be the sum of the cash advanced for each such policy processed as paid for during the week as computed from the schedule below:

PREMIUM MODE – COMMISSION ADVANCE

Monthly - 9 months of commissions applicable to the monthly payment

- B. From the Gross weekly Commission Advance so computed, the Company will:
 - (i) Deduct for any policy processed as lapsed, canceled or not taken during the week the amount previously advanced to the Selling Agent on the portion of the first year premiums which will not be paid except through reinstatement.
 - (ii) Add back, for any policy which is reinstated during the same week, the amount of advance commissions, if any, which were charged back when the policy lapsed.
- C. The result obtained from the computations in A and B above, when aggregated, shall constitute the weekly cash advance. The weekly cash advance will be aggregated and

paid with other commissions due to the Selling Agent. If the computation results in a negative amount, then such negative amount shall be carried forward to the next week..

- D. All delivery requirements must be met and the first mode of premium paid in order for a policy to be processed as paid for. Agency checks and cashier's checks are not acceptable.
2. The Selling Agent understands and agrees that the amount by which the weekly commission advances received by the Selling Agent exceed the earned commissions against which such advances were made constitute an indebtedness to the Company. Such indebtedness shall be subject to an interest rate of 9% per annum calculated monthly. This interest expense calculation will be the sum of the beginning and ending monthly debit balance, divided by two, multiplied by the applicable interest rate.
 3. The gross weekly commission advances will be offset against earned commissions and beginning with the effective issue month until fully recovered.
 4. The Company may at any time offset the debit balances created by advances made under this Agreement against any commissions or other compensation due Selling Agent from the Company on any policies issued by Company. The Selling Agent grants Company a security interest in all commissions and compensation due Selling Agent from the Company and authorizes the Company to perfect its security interest.
 5. The Company may elect to discontinue paying advance commissions upon 10 days written notice to the Selling Agent, which notice shall be delivered personally or mailed. The Company or the Selling Agent may, by notice delivered personally or mailed, one to the other, terminate this Agreement upon 30 days written notice independent of the Basic Contract. Upon termination of this Agreement, the debit balances created by advances made under this Agreement shall be immediately due and owing and shall be repaid in full by the Selling Agent. The Company may amend this Agreement at time by like notice.

In Witness Whereof, the parties have executed this Agreement on the day and year set forth above.

SELLING AGENT:

[Signature]

[Print Name]

Managing General Agent:

[Signature]

[Print Name]:

UCT:

The Order of United Commercial Travelers of America, Inc.

By: _____

Approved By _____

(Home Office Use Only)

Authorization Agreement for Electronic Funds Transfer

Fax to: 614-228-0483

Agent#(s): _____

Name: _____ Federal ID#: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

Phone Number: _____

Authorized Signature: _____ Date: _____

I hereby authorize The Order of United Commercial Travelers to initiate credit entries to the Agents bank account indicated below and the bank named below, to credit such account for commissions.

Bank Name: _____

Branch Location: _____ CHECKING / SAVINGS
(CIRCLE ONE)

City: _____ State: _____ Zip: _____

Bank Routing #: _____ Account #: _____

Please attach a voided check to verify above account numbers

This authority is to remain in full force and effect until The Order of United Commercial Travelers has received written notification from the Agent/Agency of its termination – at least two weeks prior to the desired pay date – this is to give The Order and the Bank a reasonable opportunity to act on it.

For office use only

New _____ Change _____ Date _____

Verified by: _____
Processed

**LICENSING AND CONTRACTING FEES
AS OF JULY 20, 2004**

STATE	RES APPT FEES	NON-RES FEES
AL	\$30.00	\$30.00
AR	\$0.00	\$0.00
AZ	\$0.00	\$0.00
CA	\$24.00	\$24.00
CO	\$0.00	\$0.00
CT	\$45.00	\$45.00
DE	\$25.00	\$25.00
FL	\$62.10	\$62.10
GA	\$20.00	\$20.00
IA	\$20.00	\$20.00
ID	\$0.00	\$0.00
IN	\$0.00	\$0.00
IL	\$0.00	\$0.00
KS	\$5.00	\$5.00
KY	\$40.00	\$50.00
LA	\$20.00	\$20.00
MA	\$75.00	\$75.00
MD	\$0.00	\$0.00
ME	\$30.00	\$70.00
MI	\$5.00	\$5.00
MN	\$10.00	\$10.00
MO	\$0.00	\$0.00
MS	\$10.00	\$10.00
MT	\$0.00	\$0.00
NC	\$20.00	\$20.00
NC	\$10.00	\$10.00
ND	\$10.00	\$10.00
NE	\$20.00	\$20.00
NV	\$15.00	\$15.00
NY	\$0.00	\$0.00
OH	\$20.00	\$20.00
OK	\$40.00	\$40.00
OR	\$0.00	\$0.00
PA	\$15.00	\$15.00
SC	\$0.00	\$0.00
SD	\$10.00	\$20.00
TN	\$15.00	\$15.00
TX	\$10.00	\$10.00
UT	\$0.00	\$0.00
VA	\$14.00	\$14.00
WA	\$20.00	\$20.00
WI	\$7.00	\$24.00
WV	\$25.00	\$25.00
WY	\$15.00	\$15.00

Life
Health

BACKGROUND CHECKS ARE REQUIRED IN:

AL, FL, GA, KY, MS, OK, PA, SC, UT, WV, WY