

INDEPENDENT PRODUCER AGREEMENT

THIS PRODUCER AGREEMENT ("AGREEMENT") IS ENTERED INTO BY AND BETWEEN AGENTS INSURANCE SERVICES OF AMERICA ("AISOA"), FREDRIC A. BERGER, ON THE ONE HAND, THE PRODUCER NAMED BELOW (THE "PRODUCER"), THE PRODUCER'S PRINCIPAL NAMED BELOW ("PRINCIPAL"), AND THE PRODUCER'S AFFILIATED INSURANCE AGENCY, IF APPLICABLE ("PRODUCER AGENCY") (COLLECTIVELY THE "PRODUCER"), ON THE OTHER HAND.

NAME: _____

 LAST FIRST M.I

CORPORATION NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

SOCIAL SECURITY/TAX ID #: _____ E-MAIL: _____

WHEREAS, AISOA IS A GENERAL AGENT, MANAGING GENERAL AGENT, AND/OR BROKER FOR INSURANCE CARRIERS UNDER VARIOUS CONTRACTS ("AISOA CARRIERS") AND HAS THE AUTHORITY TO RECOMMEND THE APPOINTMENT OF THE PRODUCER TO SELL THE INSURANCE PRODUCTS OF CAV CARRIERS; AND

WHEREAS, PRODUCER IS AN INDEPENDENT CONTRACTOR AND DESIRES TO BE APPOINTED THROUGH AISOA TO ACCESS SUCH LIFE INSURANCE PRODUCTS FROM AISOA CARRIERS;

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL PROVISIONS HEREINAFTER SET FORTH AND FOR OTHER GOOD AND VALUABLE CONSIDERATION AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO AGREE AS FOLLOWS:

1. THE PRODUCER SHALL COMPLY WITH ALL (I) FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND RULES APPLICABLE TO THE PRODUCER'S SOLICITATION OF INSURANCE PRODUCTS, AND (II) ALL RULES, POLICIES, PROCEDURES AND STANDARDS WHICH ARE PROVIDED TO THE PRODUCER BY AISOA OR BY ANY AISOA CARRIER.
 - A. THE PRODUCER SHALL BE FULLY RESPONSIBLE FOR MONITORING AND COMPLYING WITH ALL PRODUCER INFORMATION AND INSTRUCTIONS RELEASED BY AISOA CARRIERS WITH WHICH THE PRODUCER IS APPOINTED OR WILL REQUEST APPOINTMENT.
 - B. THE PRODUCER SHALL HOLD THE APPROPRIATE INSURANCE LICENSE(S) IN THE STATE OF SOLICITATION AND IN THE STATE WHERE THE APPLICATION IS SIGNED PRIOR TO SUBMITTING AN APPLICATION FOR INSURANCE TO AISOA AND, UPON REQUEST BY AISOA, SHALL PROVIDE A TRUE AND CORRECT COPY OF PRODUCER'S INSURANCE LICENSES.
 - C. THE PRODUCER SHALL COMPLETE PRE-CONTRACTING OR APPOINTMENT PAPERWORK WITH THE AISOA CARRIER PRIOR TO SOLICITING THE SALE OF A PRODUCT, IF REQUIRED.
 - D. THE PRODUCER SHALL NOT ALTER, MODIFY, WAIVE, OR AMEND ANY OF THE TERMS, RATES OR CONDITIONS OF ANY ADVERTISEMENT, BROCHURES, APPLICATIONS, POLICIES, CONTRACTS OR OTHER MATERIALS PROVIDED TO THE PRODUCER BY AISOA OR ANY AISOA CARRIER UNLESS SUBMITTED AND APPROVED IN WRITING BY AISOA AND/OR THE AISOA CARRIER. THE PRODUCER SHALL NOT CREATE ANY MATERIALS THAT REFERENCE AISOA OR AISOA CARRIERS UNLESS SUBMITTED AND APPROVED IN WRITING BY AISOA AND/OR THE AISOA CARRIER.

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- E. THE PRODUCER SHALL NOT SHARE COMMISSIONS OR ANY OTHER COMPENSATION (INCLUDING ANYTHING OF VALUE TO INDUCE THE SALE OF A AISOA CARRIER PRODUCT) WITH AN UNLICENSED PERSON OR ENTITY. AISOA DOES NOT PERMIT REBATING.
2. THE PRODUCER SHALL AT ALL TIMES MAINTAIN LIABILITY INSURANCE COVERING THE PRODUCER AND THE PRODUCER'S AGENTS AND EMPLOYEES AGAINST CLAIMS FOR DAMAGES BASED ON ACTUAL OR ALLEGED PROFESSIONAL ERRORS OR OMISSIONS IN AN AMOUNT AND WITH AN INSURER REASONABLY ACCEPTABLE TO AISOA. PROOF OF SUCH INSURANCE COVERAGE SHALL BE FURNISHED TO AISOA UPON REQUEST AND PRODUCER SHALL NOTIFY CAV IMMEDIATELY IF FOR ANY REASON SUCH INSURANCE COVERAGE CEASES TO BE IN EFFECT.
3. FROM TIME TO TIME AISOA, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITH NO OBLIGATION TO DO SO, MAY ADVANCE COMMISSIONS TO PRODUCER PRIOR TO COLLECTION OF THE COMMISSION AMOUNT FROM THE APPLICABLE AISOA CARRIER (EACH SUCH ADVANCE BEING REFERRED TO HEREIN AS AN "ADVANCE" AND ALL SUCH ADVANCES BEING REFERRED TO COLLECTIVELY HEREIN AS THE "LOAN"). WITH RESPECT TO THE LOAN AND ANY INDIVIDUAL ADVANCE, PRODUCER AGREES AS FOLLOWS:
 - A. AISOA HAS A RIGHT OF OFFSET AGAINST ALL COMMISSIONS AND ANY OTHER COMPENSATION PAYABLE BY AISOA TO PRODUCER UNDER THIS AGREEMENT OR UNDER ANY OTHER EXISTING OR FUTURE AGREEMENT WITH AISOA, AS SECURITY FOR THE PAYMENT OF ANY EXISTING OR FUTURE DEBIT BALANCE OR OTHER INDEBTEDNESS OF PRODUCER TO AISOA. AISOA MAY AT ANY TIME AND FROM TIME TO TIME, WITH OR WITHOUT NOTICE OR JUDICIAL ACTION, EXERCISE SUCH RIGHT BY OFFSETTING SUCH INDEBTEDNESS AGAINST ANY COMMISSIONS AND OTHER COMPENSATION OTHERWISE DUE TO PRODUCER. THIS RIGHT OF OFFSET SHALL NOT BE EXTINGUISHED BY THE TERMINATION OF THIS AGREEMENT OR ANY OTHER AGREEMENT. FOR PURPOSES OF CLARIFICATION, THE LOAN NEED NOT BE IN DEFAULT FOR AISOA TO OFFSET AMOUNTS DUE TO AISOA AGAINST COMMISSIONS AND OTHER COMPENSATION PAYABLE BY AISOA TO PRODUCER UNDER THIS AGREEMENT OR UNDER ANY OTHER EXISTING OR FUTURE AGREEMENT WITH AISOA.
 - B. IN THE EVENT THAT ANY POLICY OR OTHER INSURANCE PRODUCT SOLD BY PRODUCER (A "POLICY") IS RECAPTURED OR ACCEPTANCE OF SUCH POLICY IS RESCINDED OR REVOKED BY A AISOA CARRIER ~~AFTER~~ AN ADVANCE HAS BEEN MADE BASED ON THE COMMISSION FOR SUCH POLICY, PRODUCER SHALL REPAY TO AISOA THE TOTAL AMOUNT OF SUCH ADVANCE WITHIN THIRTY (30) DAYS AFTER AISOA DELIVERS WRITTEN NOTIFICATION TO PRODUCER OF SUCH RESCISSION OR REVOCATION.
 - C. IN THE EVENT THAT, AFTER AN ADVANCE HAS BEEN MADE BASED ON A COMMISSION FOR ANY POLICY:
 - (I) PREMIUMS FOR SUCH POLICY ARE RETURNED TO A AISOA CARRIER AND AISOA CARRIER SUBSEQUENTLY DEMANDS A REFUND OF ALL OR PART OF THE COMMISSIONS PAID BY THE AISOA CARRIER TO AISOA OR
 - (II) AISOA IS SUBJECT TO CHARGEBACKS IN CONNECTION WITH SUCH POLICY,PRODUCER SHALL REPAY AISOA THE AMOUNT OF THE ADVANCE TO THE EXTENT OF THE REFUND (PRO RATA BASED ON THE PERCENTAGE OF THE COMMISSIONS PAID TO AISOA THAT ARE ATTRIBUTABLE TO THE PRODUCER'S COMMISSION) OR CHARGEBACK WITHIN THIRTY (30) DAYS AFTER AISOA DELIVERS WRITTEN NOTIFICATION TO PRODUCER OF SUCH REFUND OR CHARGEBACK.
 - D. IN THE EVENT THAT PRODUCER HAS BEEN OVERPAID FOR ANY REASON, PRODUCER SHALL REPAY AISOA THE AMOUNT OF THE OVERPAYMENT WITHIN THIRTY (30) DAYS AFTER AISOA DELIVERS WRITTEN NOTIFICATION TO PRODUCER OF SUCH OVERPAYMENT.
 - E. IF PRODUCER FAILS TO RETURN THE AMOUNTS DUE UNDER THIS SECTION 3(B) AS REQUIRED

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HEREUNDER, AISOA MAY OFFSET SUCH AMOUNTS, PLUS APPLICABLE LATE FEES AND OR INTEREST, FROM ANY FUTURE COMMISSIONS DUE TO PRODUCER. FAILURE TO RETURN THE AMOUNTS DUE UNDER THIS SECTION 3(B) AS REQUIRED HEREUNDER SHALL BE A DEFAULT BY PRODUCER, NOTWITHSTANDING ANY ELECTION BY AISOA TO OFFSET THE AMOUNTS OWED AGAINST FUTURE COMMISSIONS. NO SUCH OFFSET SHALL BE CONSTRUED AS A WAIVER OF ANY OF AISOA'S AVAILABLE RIGHTS AND REMEDIES IN CONNECTION WITH SUCH DEFAULT.

- F. THE PRODUCER SHALL IMMEDIATELY REPAY TO AISOA ALL COMMISSIONS AND OTHER COMPENSATION PAID IN CONNECTION WITH (I) POLICIES FOR WHICH PREMIUMS HAVE BEEN RETURNED, (II) POLICIES THAT HAVE BEEN SUBJECT TO RECAPTURE, (III) POLICIES FOR WHICH AISOA IS OTHERWISE CHARGED BACK (TO THE EXTENT OF THE CHARGEBACK), AND (IV) POLICIES FOR WHICH THE PRODUCER HAS BEEN OVERPAID (TO THE EXTENT OF THE OVERPAYMENT).
- G. UPON THE OCCURRENCE OF ANY DEFAULT BY PRODUCER UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO A FAILURE TO REPAY AISOA THE AMOUNTS DUE UNDER SUBSECTIONS (A) and (B) ABOVE (ANY SUCH DEFAULT BEING REFERRED TO HEREIN AS AN "EVENT OF DEFAULT") AND AFTER THE APPLICABLE CURE PERIOD, IF ANY, IF SUCH EVENT OF DEFAULT REMAINS UNCURED, AT AISOA'S OPTION, AISOA MAY DECLARE THE ENTIRE OUTSTANDING AMOUNT OF THE LOAN AND ANY OTHER AMOUNTS, FEES, AND CHARGES DUE UNDER THIS AGREEMENT IMMEDIATELY DUE AND PAYABLE AND AISOA SHALL HAVE THE RIGHT TO EXERCISE ANY RIGHTS UNDER THIS AGREEMENT, APPLICABLE LAW, AND/OR PRINCIPLES OF EQUITY. THE ORDER AND MANNER OF AISOA'S EXERCISE OF ITS REMEDIES SHALL BE IN ITS SOLE AND ABSOLUTE DISCRETION. IN ANY ENFORCEMENT ACTION, PRODUCER AGREES THAT AISOA'S BOOKS AND RECORDS SHOWING THE ACCOUNT BETWEEN AISOA AND PRODUCER SHALL BE ADMISSIBLE FOR THE PURPOSE OF ESTABLISHING THE ITEMS THEREIN SET FORTH AND SHALL CONSTITUTE PRIMA FACIE PROOF THEREOF.
- H. IMMEDIATELY UPON AISOA'S DEMAND, PRODUCER SHALL REIMBURSE AISOA FOR ANY COSTS, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES, COURT COSTS, DISCOVERY EXPENSES, INVESTIGATION COSTS, COSTS OF PRESERVING, PROTECTING, OR EVALUATING THE SECURITY, IF ANY, FOR THE LOAN, TRAVEL EXPENSES, AND ALL OTHER OUT-OF-POCKET EXPENSES OF ANY KIND INCURRED IN: (I) COLLECTING ANY SUMS DUE HEREUNDER; AND (II) PURSUING OR DEFENDING ANY LITIGATION BASED ON, ARISING FROM, OR RELATED TO THIS AGREEMENT.
- I. THE INTEREST RATE ON THE LOAN SHALL BE ZERO PERCENT (0%); PROVIDED, HOWEVER, THAT ANY LATE PAYMENT SHALL ACCRUE INTEREST AT A RATE OF FIVE PERCENT (5%) PER ANNUM, ON SUCH PORTION OF THE TOTAL UNPAID PRINCIPAL AMOUNT, FROM THE DATE ADVANCED UNTIL PAID. ALL INTEREST SHALL BE CALCULATED FOR THE ACTUAL NUMBER OF DAYS ELAPSED OVER A YEAR ASSUMED TO CONSIST OF 360 DAYS
- J. ALL PROVISIONS OF THIS AGREEMENT WHICH CALL FOR THE PAYMENT OF INTEREST ARE INTENDED TO COMPLY WITH ALL APPLICABLE USURY STATUTES AND REGULATIONS. IF THE TERMS OF THIS AGREEMENT WOULD REQUIRE THE PAYMENT OF INTEREST IN EXCESS OF THE AMOUNT PERMITTED BY ANY APPLICABLE LAW OR REGULATION, THE TERMS OF THIS AGREEMENT SHALL BE DEEMED TO BE MODIFIED TO COMPLY WITH ALL SUCH APPLICABLE LAWS OR REGULATIONS WITHOUT ANY ACTION BY EITHER PARTY. IF AISOA RECEIVES INTEREST IN EXCESS OF THE AMOUNT PERMITTED BY ANY APPLICABLE LAW OR REGULATION, THE EXCESS PORTION OF THE INTEREST RECEIVED SHALL BE DEEMED TO BE A PREPAYMENT OF PRINCIPAL WITHOUT PREMIUM AS OF THE DATE RECEIVED.
- K. TO THE FULLEST EXTENT PERMITTED BY LAW, PRODUCER AND ANY ENDORSERS, SURETIES, AND GUARANTORS OF THE LOAN IRREVOCABLY:

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- I. WAIVE PRESENTMENT FOR PAYMENT, NOTICE OF DISHONOR, NOTICE OF NONPAYMENT, PROTEST, NOTICE OF PROTEST, DEMAND, OTHER NOTICES OF EVERY KIND, AND ALL RIGHTS TO PLEAD ANY STATUTE OF LIMITATIONS AS A DEFENSE TO ANY ACTION HEREUNDER;
 - II. CONSENT THAT THE TIME OF PAYMENT OF ANY INSTALLMENT MAY BE EXTENDED FROM TIME TO TIME, AND THAT ANY PERSON LIABLE UNDER THIS AGREEMENT, INCLUDING ANY GUARANTOR, MAY BE RELEASED, ALL WITHOUT NOTICE, AND ALL WITHOUT AFFECTING THE LIABILITY OF ANY PERSON NOT EXPRESSLY RELEASED; AND
 - III. AGREE THAT NO DELAY IN ENFORCING ANY REMEDY UNDER THIS AGREEMENT SHALL BE CONSTRUED TO BE A WAIVER OF THAT OR ANY OTHER REMEDY; AND
 - IV. AISOA'S FAILURE TO EXERCISE ANY OF ITS RIGHTS, REMEDIES, OR POWERS SET FORTH HEREIN OR AISOA'S ACCEPTANCE OF PARTIAL PAYMENTS OR PERFORMANCE SHALL NOT CONSTITUTE A WAIVER OF ANY EVENT OF DEFAULT, BUT ANY SUCH RIGHT, REMEDY, OR POWER SHALL REMAIN CONTINUALLY IN FORCE. A WAIVER OF ONE EVENT OF DEFAULT SHALL NOT BE CONSTRUED AS CONTINUING OR AS A BAR TO OR WAIVER OF (I) SUCH EVENT OF DEFAULT AT A LATER DATE; (II) ANY OTHER EVENT OF DEFAULT; OR (III) ANY OTHER RIGHT, REMEDY, OR POWER.
- L. IF ANY PAYMENTS OR PROCEEDS RECEIVED BY AISOA ARE SUBSEQUENTLY INVALIDATED, DECLARED TO BE FRAUDULENT OR PREFERENTIAL, SET ASIDE, OR REQUIRED TO BE REPAID TO A TRUSTEE, TO PRODUCER, DIRECTLY OR AS A DEBTOR-IN-POSSESSION, TO A RECEIVER, OR ANY OTHER PERSON, WHETHER DIRECTLY OR INDIRECTLY, UNDER ANY BANKRUPTCY LAW, STATE OR FEDERAL LAW, COMMON LAW, OR EQUITABLE CAUSE, THEN PRODUCER'S OBLIGATION TO MAKE ALL SUCH PAYMENTS SHALL BE REVIVED AND SHALL CONTINUE IN FULL FORCE AND EFFECT AS IF SUCH PAYMENT OR PROCEEDS HAD NEVER BEEN RECEIVED BY AISOA.
4. THE PRODUCER CERTIFIES THAT HE OR SHE HAS NEVER BEEN CONVICTED OF A FEDERAL OR STATE FELONY INVOLVING DISHONESTY OR BREACH OF TRUST OR ANY OTHER CRIMINAL ACT THE CONVICTION OF WHICH WOULD MAKE IT UNLAWFUL FOR PRODUCER TO PROVIDE THE SERVICES TO BE PROVIDED HEREUNDER; OR IF SO, THAT PRODUCER HAS RECEIVED WRITTEN AUTHORIZATION FROM THE APPLICABLE STATE INSURANCE COMMISSIONER SPECIFICALLY REFERENCING SECTION 1033 OF THE VIOLENT CRIME CONTROL AND LAW ENFORCEMENT ACT OF 1994, SUBSECTION (3)(2) GRANTING PERMISSION TO WORK IN THE INSURANCE INDUSTRY.
 5. THE PRODUCER WILL USE HIS/HER/ITS BEST EFFORTS TO PLACE THE SALE OF INSURANCE PRODUCTS THROUGH CAV WITH CAV CARRIERS, WHEN CAV HAS PROVIDED MARKETING SUPPORT, ADVANCED SALES, NEW BUSINESS OR UNDERWRITING SUPPORT ON THE SALE.
 6. EACH PARTY TO THIS AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LOSSES AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) (COLLECTIVELY "LOSSES") ARISING FROM (A) ANY WRONGFUL, UNLAWFUL, OR TORTIOUS ACT OR OMISSION, OR ALLEGEDLY WRONGFUL, UNLAWFUL OR TORTIOUS ACT OR OMISSION, (B) BREACH OF ANY REPRESENTATION OR WARRANTY UNDER THIS AGREEMENT, OR (C) ANY FAILURE TO COMPLY WITH ANY OBLIGATION UNDER THIS AGREEMENT, IN EACH CASE ON THE PART OF THE INDEMNIFYING PARTY OR ANY OF THE INDEMNIFYING PARTY'S AGENTS OR EMPLOYEES. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY SHALL BE OBLIGATED TO INDEMNIFY THE OTHER PARTY FOR THE AMOUNTS OF ANY LOSSES WHICH HAVE ACTUALLY BEEN REIMBURSED PURSUANT TO ERRORS AND OMISSIONS LIABILITY INSURANCE MAINTAINED BY THE OTHER PARTY.

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7. THE PRODUCER SHALL AT ALL TIMES COMPLY WITH ALL APPLICABLE INSURANCE REGULATIONS AND ALL OTHER APPLICABLE STATE AND FEDERAL LAWS AND REGULATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO:
 - A. TITLE V OF THE GRAMM-LEACH-BLILEY ACT ("GLB") (15 U.S.C. 6801, ET SEQ.);
 - B. THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), INCLUDING ITS IMPLEMENTING PRIVACY REGULATIONS AT 45 C.F.R. PARTS 160 – 164 AND ITS IMPLEMENTING SECURITY REGULATIONS AT 45 C.F.R. PARTS 160, 162, AND 164;
 - C. THE USA PATRIOT ACT OF 2001 (PUBL. NO. 107-56), INCLUDING, WITHOUT LIMITATION, THE REQUIREMENT TO DEVELOP AND IMPLEMENT "ANTI-MONEY LAUNDERING" PROGRAMS AND "CUSTOMER IDENTIFICATION PROGRAMS";
 - D. APPLICABLE STATE AND FEDERAL "DO NOT CALL" LAWS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, THE NATIONAL "DO NOT CALL" REGISTRY RULES UNDER THE TELEPHONE CONSUMER PROTECTION ACT OF 1991 ("TCPA") (47 U.S.C. 227, ET SEQ.);
 - E. THE RESTRICTIONS ON SENDING COMMERCIAL FAXES FOUND IN THE TCPA AND THE REGULATIONS ENACTED UNDER THE TCPA; AND
 - F. THE VARIOUS STATE AND FEDERAL RESTRICTIONS ON THE USE OF ELECTRONIC MAIL AND THE CONTROLLING THE ASSAULT OF NON-SOLICITED PORNOGRAPHY AND MARKETING ACT OF 2003 (15 U.S.C. § 7708) ("CAN-SPAM ACT").
8. EACH PARTY WILL NOT USE OR DISCLOSE NONPUBLIC PERSONAL INFORMATION, I.E., PERSONALLY IDENTIFIABLE INFORMATION, INCLUDING BUT NOT LIMITED TO FINANCIAL OR HEALTH INFORMATION, THAT IS NOT PUBLICLY AVAILABLE ("PROTECTED INFORMATION"), ABOUT INDIVIDUALS WHO SEEK TO OBTAIN OR OBTAIN INSURANCE PRODUCTS AND/OR SERVICES THROUGH THE PRODUCER ("CONSUMERS") OR WHO HAVE A CONTINUING RELATIONSHIP WHEREIN THE INDIVIDUALS HAVE ONE OR MORE INSURANCE PRODUCTS AND/OR SERVICES THROUGH PRODUCER ("CUSTOMERS"), EXCEPT AS PROVIDED HEREIN.
9. EACH PARTY WILL TREAT PROTECTED INFORMATION AS CONFIDENTIAL AND ACCESS TO PROTECTED INFORMATION WILL BE LIMITED TO THOSE OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF EACH PARTY WHO NEED TO USE THE INFORMATION IN CONNECTION WITH UNDERWRITING, CLAIMS ADMINISTRATION OR OTHER SERVICING OF INSURANCE PRODUCTS AND/OR SERVICES FOR A PARTICULAR CONSUMER OR CUSTOMER.
10. EACH PARTY WILL NOT USE OR DISCLOSE, OR PERMIT ANY OF ITS OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES TO USE OR DISCLOSE PROTECTED INFORMATION EXCEPT: (I) AS NECESSARY TO MEET THE PURPOSE OF THIS AGREEMENT; (II) AS AUTHORIZED BY THE CONSUMER OR CUSTOMER; (III) IN COMPLIANCE WITH EACH PARTY'S THEN CURRENT PRIVACY POLICY; (IV) AS REQUIRED BY LAW; OR (V) AS OTHERWISE PERMITTED IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS, INCLUDING, GLB AND HIPAA, AND THE REGULATIONS PROMULGATED THEREUNDER.
11. EACH PARTY WILL ESTABLISH APPROPRIATE STANDARDS FOR SAFEGUARDING PROTECTED INFORMATION WITHIN ITS CONTROL, I.E., THE PRODUCER WILL ESTABLISH HIS/HER/ITS OWN INTERNAL SECURITY GUIDELINES.

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12. PRODUCER SHALL TAKE SUCH STEPS AS SHALL BE NECESSARY TO ENSURE THAT (I) THE INFORMATION SUBMITTED TO AISOA BY PRODUCER (INCLUDING ANY INFORMATION CONTAINED IN ANY APPLICATION FOR ANY POLICY) IS, TO THE BEST OF PRODUCER'S KNOWLEDGE AFTER REASONABLE INQUIRY IN ACCORDANCE WITH HIGHEST INDUSTRY STANDARDS, ACCURATE AND COMPLETE, AND (II) ANY SET OF MEDICAL INFORMATION CONCERNING AN INSURED THAT IS SUBMITTED TO AISOA IN CONNECTION WITH A PROPOSED TRANSACTION (INCLUDING, WITHOUT LIMITATION, ANY MEDICAL RECORDS, EXAMS, LABORATORY REPORTS AND INSPECTION REPORTS) IS THE SAME SET OF INFORMATION THAT IS SUBMITTED TO THE INSURANCE CARRIER IN CONNECTION WITH A PROPOSED ISSUANCE OF A POLICY OR ANY ANNUITY COMPANY IN CONNECTION WITH A PROPOSED ISSUANCE OF AN ANNUITY.
13. PRODUCER AGREES THAT AISOA WILL HAVE NO OTHER INVOLVEMENT IN THE PRODUCT SALES OTHER THAN PERFORMING THE ROLE AS GENERAL AGENCY FOR THE CAV CARRIERS. BY PERFORMING THIS LIMITED ROLE, AISOA DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY ENDORSEMENT OR APPROVAL OF ANY MARKETING OR SALES CONCEPT, AND AISOA MAKES NO REPRESENTATIONS TO PRODUCER OR ANY THIRD PARTY REGARDING TAX, LEGAL OR OTHER ECONOMIC CONSEQUENCES RAISED BY ANY MARKETING OR SALES CONCEPT OR REGARDING THE ADVISABILITY OF ANY INSURANCE PRODUCT. THE PARTIES AGREE THAT CAV SHALL NOT ACT AS NOR BE CONSIDERED A PROMOTER OF ANY MARKETING OR SALES CONCEPT. PRODUCER SHALL NOT CONSTRUE ANY STATEMENTS MADE OR ACTIONS TAKEN BY AISOA OR ITS EMPLOYEES OR AGENTS AS TAX, LEGAL OR OTHER ADVICE REGARDING ANY MARKETING OR SALES CONCEPT, AND SHALL NOT REPRESENT TO ANY CLIENT OR OTHER THIRD PARTY THAT AISOA OR ITS EMPLOYEES OR AGENTS HAVE GIVEN ANY SUCH ADVICE.
14. NEITHER THE TERMINATION NOR EXPIRATION OF THIS AGREEMENT FOR ANY REASON SHALL RELEASE OR OPERATE TO DISCHARGE ANY PARTY FROM ANY LIABILITY OR OBLIGATION THAT MAY HAVE ACCRUED PRIOR TO SUCH TERMINATION OR EXPIRATION OR FROM ANY LIABILITY OR OBLIGATION OF PRODUCER TO CAV, WHETHER OR NOT PURSUANT TO THIS AGREEMENT. IN ADDITION, THE PROVISIONS OF SECTIONS 3, 6, 8, 11, 12 AND 13 OF THIS AGREEMENT FOR ANY REASON SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
15. PREVENTION OF FRAUD. PRODUCER ACKNOWLEDGES AND AGREES THAT IT HAS AN AFFIRMATIVE OBLIGATION TO PREVENT FRAUD BY CLIENTS AND PRODUCER, AND PRODUCER SHALL NOT TAKE ANY ACTION OR FAIL TO TAKE ANY ACTION, DIRECTLY OR INDIRECTLY, THAT COULD MISLEAD OR DEFRAUD AN INSURANCE COMPANY OR FINANCIAL INSTITUTION IN CONNECTION WITH THE ISSUANCE OF ANY POLICY OR ANNUITY (OR THE FINANCING THEREOF) AND SHALL USE ITS BEST EFFORTS TO PREVENT ANY SUCH FRAUD BY OTHERS. IN CONNECTION WITH THE SUBMISSION OF ANY APPLICATION, PRODUCER HEREBY REPRESENTS AND WARRANTS TO AISOA THAT AS OF THE DATE OF SUCH SUBMISSION, TO THE BEST OF ITS KNOWLEDGE AFTER REASONABLE INQUIRY IN ACCORDANCE WITH HIGHEST INDUSTRY STANDARDS, THE INFORMATION IN ANY APPLICATION, AND ANY OTHER INFORMATION PROVIDED BY AN INSURED, OWNER OR PRODUCER TO AISOA IN CONNECTION WITH SUCH APPLICATION IS ACCURATE, COMPLETE, CORRECT AND NOT MISLEADING AND THAT THE INFORMATION IN THE APPLICATION NOT MISLEADING. IF AT ANY TIME PRODUCER BECOMES AWARE OF ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION CONTAINED IN ANY APPLICATION OR ANY CIRCUMSTANCES OR OCCURRENCES THAT WOULD MAKE ANY INFORMATION CONTAINED IN THE APPLICATION MISLEADING, PRODUCER WILL IMMEDIATELY PROVIDE WRITTEN NOTICE TO AISOA. ANY BREACH BY PRODUCER OF THIS SECTION SHALL RESULT IN IMMEDIATE TERMINATION OF AISOA THIS AGREEMENT AND PRODUCER'S APPOINTMENT AS AN INDEPENDENT CONTRACTOR FOR AISOA.
16. PRODUCER UNDERSTANDS THAT IN THE EVENT AISOA HAS ANY REASON TO BELIEVE THAT ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION HAS BEEN PROVIDED TO IT OR TO ANY INSURANCE COMPANY OR FINANCIAL INSTITUTION OR THAT PRODUCER OR ANY CLIENTS INTRODUCED TO AISOA BY PRODUCER HAS TAKEN

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ANY ACTION FOR THE PURPOSE OF DEFRAUDING ANY INSURANCE COMPANY OR FINANCIAL INSTITUTION, AISOA WILL IMMEDIATELY (AND WITHOUT PROVIDING ANY PRIOR NOTICE TO PRODUCER) REPORT SUCH CONDUCT TO, AND ASSIST WITH ANY INVESTIGATION BY, THE RELEVANT STATE INSURANCE COMMISSIONER, SUCH COMPANY OR FINANCIAL INSTITUTION AND/OR ANY OTHER REGULATOR.

17. BY THE DISCLOSURE OF BASIC CONTACT INFORMATION ABOVE, SUCH INFORMATION INCLUDING ADDRESS, PHONE NUMBER, FAX NUMBER AND E-MAIL ADDRESS (THE “CONTACT INFORMATION”), THE PRODUCER HEREBY CONSENTS TO ALLOW AISOA TO USE SUCH CONTACT INFORMATION FOR MARKETING PURPOSES.

18. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) – BUSINESS ASSOCIATE PROVISIONS

A. DEFINITIONS

- I. CATCH-ALL DEFINITIONS: THE FOLLOWING TERMS USED IN THIS AGREEMENT SHALL HAVE THE SAME MEANING AS THOSE TERMS IN THE HIPAA RULES: BREACH, DATA AGGREGATION, DESIGNATED RECORD SET, DISCLOSURE, HEALTH CARE OPERATIONS, INDIVIDUAL, MINIMUM NECESSARY, NOTICE OF PRIVACY PRACTICES, PROTECTED HEALTH INFORMATION, REQUIRED BY LAW, SECRETARY, SECURITY INCIDENT, SUBCONTRACTOR, UNSECURED PROTECTED HEALTH INFORMATION, AND USE.
- II. SPECIFIC DEFINITIONS:
 - a. BUSINESS ASSOCIATE. “BUSINESS ASSOCIATE” SHALL GENERALLY HAVE THE SAME MEANING AS THE TERM “BUSINESS ASSOCIATE” AT 45 CFR 160.103, AND IN REFERENCE TO THE PARTY TO THIS AGREEMENT, SHALL MEAN PRODUCER.
 - b. COVERED ENTITY. “COVERED ENTITY” SHALL GENERALLY HAVE THE SAME MEANING AS THE TERM “COVERED ENTITY” AT 45 CFR 160.103, AND IN REFERENCE TO THE PARTY TO THIS AGREEMENT, SHALL MEAN CAV.
 - c. HIPAA RULES. “HIPAA RULES” SHALL MEAN THE PRIVACY, SECURITY, BREACH NOTIFICATION, AND ENFORCEMENT RULES AT 45 CFR PART 160 AND PART 164.

B. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- I. BUSINESS ASSOCIATE AGREES TO:
 - a. NOT USE OR DISCLOSE PROTECTED HEALTH INFORMATION OTHER THAN AS PERMITTED OR REQUIRED BY THE AGREEMENT OR AS REQUIRED BY LAW;
 - b. USE APPROPRIATE SAFEGUARDS, AND COMPLY WITH SUBPART C OF 45 CFR PART 164 WITH RESPECT TO ELECTRONIC PROTECTED HEALTH INFORMATION, TO PREVENT USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION OTHER THAN AS PROVIDED FOR BY THE AGREEMENT;
 - c. REPORT TO COVERED ENTITY ANY USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION NOT PROVIDED FOR BY THE AGREEMENT OF WHICH IT BECOMES AWARE, INCLUDING BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION AS REQUIRED AT 45 CFR 164.410, AND ANY SECURITY INCIDENT OF WHICH IT BECOMES AWARE;
 - d. IN ACCORDANCE WITH 45 CFR 164.502(E)(1)(II) AND 164.308(B)(2), IF APPLICABLE, ENSURE THAT ANY SUBCONTRACTORS THAT CREATE, RECEIVE, MAINTAIN, OR TRANSMIT PROTECTED HEALTH INFORMATION ON BEHALF OF THE BUSINESS ASSOCIATE AGREE TO THE SAME RESTRICTIONS,

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CONDITIONS, AND REQUIREMENTS THAT APPLY TO THE BUSINESS ASSOCIATE WITH RESPECT TO SUCH INFORMATION;

- e. MAKE AVAILABLE PROTECTED HEALTH INFORMATION IN A DESIGNATED RECORD SET TO THE COVERED ENTITY AS NECESSARY TO SATISFY COVERED ENTITY'S OBLIGATIONS UNDER 45 CFR 164.524;
- f. MAKE ANY AMENDMENT(S) TO PROTECTED HEALTH INFORMATION IN A DESIGNATED RECORD SET AS DIRECTED OR AGREED TO BY THE COVERED ENTITY PURSUANT TO 45 CFR 164.526, OR TAKE OTHER MEASURES AS NECESSARY TO SATISFY COVERED ENTITY'S OBLIGATIONS UNDER 45 CFR 164.526;
- g. MAINTAIN AND MAKE AVAILABLE THE INFORMATION REQUIRED TO PROVIDE AN ACCOUNTING OF DISCLOSURES TO THE COVERED ENTITY AS NECESSARY TO SATISFY COVERED ENTITY'S OBLIGATIONS UNDER 45 CFR 164.528;
- h. TO THE EXTENT THE BUSINESS ASSOCIATE IS TO CARRY OUT ONE OR MORE OF COVERED ENTITY'S OBLIGATION(S) UNDER SUBPART E OF 45 CFR PART 164, COMPLY WITH THE REQUIREMENTS OF SUBPART E THAT APPLY TO THE COVERED ENTITY IN THE PERFORMANCE OF SUCH OBLIGATION(S); AND
- i. MAKE ITS INTERNAL PRACTICES, BOOKS, AND RECORDS AVAILABLE TO THE SECRETARY FOR PURPOSES OF DETERMINING COMPLIANCE WITH THE HIPAA RULES.

C. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- I. BUSINESS ASSOCIATE MAY ONLY USE OR DISCLOSE PROTECTED HEALTH INFORMATION ONLY AS SPECIFIED BELOW IN SECTIONS (B) THROUGH (G).
- II. BUSINESS ASSOCIATE MAY USE OR DISCLOSE PROTECTED HEALTH INFORMATION AS REQUIRED BY LAW.
- III. BUSINESS ASSOCIATE AGREES TO MAKE USES AND DISCLOSURES AND REQUESTS FOR PROTECTED HEALTH INFORMATION CONSISTENT WITH COVERED ENTITY'S MINIMUM NECESSARY POLICIES AND PROCEDURES.
- IV. BUSINESS ASSOCIATE MAY NOT USE OR DISCLOSE PROTECTED HEALTH INFORMATION IN A MANNER THAT WOULD VIOLATE SUBPART E OF 45 CFR PART 164 IF DONE BY COVERED ENTITY, EXCEPT FOR THE SPECIFIC USES AND DISCLOSURES SET FORTH BELOW.
- V. BUSINESS ASSOCIATE MAY USE PROTECTED HEALTH INFORMATION FOR THE PROPER MANAGEMENT AND ADMINISTRATION OF THE BUSINESS ASSOCIATE OR TO CARRY OUT THE LEGAL RESPONSIBILITIES OF THE BUSINESS ASSOCIATE.
- VI. BUSINESS ASSOCIATE MAY DISCLOSE PROTECTED HEALTH INFORMATION FOR THE PROPER MANAGEMENT AND ADMINISTRATION OF BUSINESS ASSOCIATE OR TO CARRY OUT THE LEGAL RESPONSIBILITIES OF THE BUSINESS ASSOCIATE, PROVIDED THE DISCLOSURES ARE REQUIRED BY LAW, OR BUSINESS ASSOCIATE OBTAINS REASONABLE ASSURANCES FROM THE PERSON TO WHOM THE INFORMATION IS DISCLOSED THAT THE INFORMATION WILL REMAIN CONFIDENTIAL AND USED OR FURTHER DISCLOSED ONLY AS REQUIRED BY LAW OR FOR THE PURPOSES FOR WHICH IT WAS DISCLOSED TO THE PERSON, AND THE PERSON NOTIFIES BUSINESS ASSOCIATE OF ANY INSTANCES OF WHICH IT IS AWARE IN WHICH THE CONFIDENTIALITY OF THE INFORMATION HAS BEEN BREACHED.
- VII. BUSINESS ASSOCIATE MAY PROVIDE DATA AGGREGATION SERVICES RELATING TO THE HEALTH CARE OPERATIONS OF THE COVERED ENTITY.

INDEPENDENT PRODUCER AGREEMENT

D. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

- I. COVERED ENTITY SHALL NOTIFY BUSINESS ASSOCIATE OF ANY LIMITATION(S) IN THE NOTICE OF PRIVACY PRACTICES OF COVERED ENTITY UNDER 45 CFR 164.520, TO THE EXTENT THAT SUCH LIMITATION MAY AFFECT BUSINESS ASSOCIATE'S USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION.
- II. COVERED ENTITY SHALL NOTIFY BUSINESS ASSOCIATE OF ANY CHANGES IN, OR REVOCATION OF, THE PERMISSION BY AN INDIVIDUAL TO USE OR DISCLOSE HIS OR HER PROTECTED HEALTH INFORMATION, TO THE EXTENT THAT SUCH CHANGES MAY AFFECT BUSINESS ASSOCIATE'S USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION.
- III. COVERED ENTITY SHALL NOTIFY BUSINESS ASSOCIATE OF ANY RESTRICTION ON THE USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION THAT COVERED ENTITY HAS AGREED TO OR IS REQUIRED TO ABIDE BY UNDER 45 CFR 164.522, TO THE EXTENT THAT SUCH RESTRICTION MAY AFFECT BUSINESS ASSOCIATE'S USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

- I. COVERED ENTITY SHALL NOT REQUEST BUSINESS ASSOCIATE TO USE OR DISCLOSE PROTECTED HEALTH INFORMATION IN ANY MANNER THAT WOULD NOT BE PERMISSIBLE UNDER SUBPART E OF 45 CFR PART 164 IF DONE BY COVERED ENTITY.

F. TERM AND TERMINATION

- I. TERM. THE TERM OF THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE SIGNING OF THIS AGREEMENT AND SHALL TERMINATE WITH 10 DAYS WRITTEN NOTICE OR ON THE DATE COVERED ENTITY TERMINATES FOR CAUSE AS AUTHORIZED IN PARAGRAPH (B) OF THIS SECTION, WHICHEVER IS SOONER.
- II. TERMINATION FOR CAUSE. BUSINESS ASSOCIATE AUTHORIZES TERMINATION OF THIS AGREEMENT BY COVERED ENTITY, IF COVERED ENTITY DETERMINES BUSINESS ASSOCIATE HAS VIOLATED A MATERIAL TERM OF THE AGREEMENT AND OR BUSINESS ASSOCIATE HAS NOT CURED THE BREACH OR ENDED THE VIOLATION WITHIN THE TIME SPECIFIED BY COVERED ENTITY.
- III. OBLIGATIONS OF BUSINESS ASSOCIATE UPON TERMINATION.
 - a. UPON TERMINATION OF THIS AGREEMENT FOR ANY REASON, BUSINESS ASSOCIATE SHALL RETURN TO COVERED ENTITY ALL PROTECTED HEALTH INFORMATION RECEIVED FROM COVERED ENTITY, OR CREATED, MAINTAINED, OR RECEIVED BY BUSINESS ASSOCIATE ON BEHALF OF COVERED ENTITY, THAT THE BUSINESS ASSOCIATE STILL MAINTAINS IN ANY FORM. BUSINESS ASSOCIATE SHALL RETAIN NO COPIES OF THE PROTECTED HEALTH INFORMATION.
 - b. (D) SURVIVAL. THE OBLIGATIONS OF BUSINESS ASSOCIATE UNDER THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

G. MISCELLANEOUS

INDEPENDENT PRODUCER AGREEMENT

- I. REGULATORY REFERENCES. A REFERENCE IN THIS AGREEMENT TO A SECTION IN THE HIPAA RULES MEANS THE SECTION AS IN EFFECT OR AS AMENDED.
- II. AMENDMENT. THE PARTIES AGREE TO TAKE SUCH ACTION AS IS NECESSARY TO AMEND THIS AGREEMENT FROM TIME TO TIME AS IS NECESSARY FOR COMPLIANCE WITH THE REQUIREMENTS OF THE HIPAA RULES AND ANY OTHER APPLICABLE LAW.
- III. INTERPRETATION. ANY AMBIGUITY IN THIS AGREEMENT SHALL BE INTERPRETED TO PERMIT COMPLIANCE WITH THE HIPAA RULES.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE LATER OF THE TWO DATES BELOW.

PRODUCER

SIGNED: _____
CORPORATE TITLE (IF APPLICABLE): _____
DATE: _____

**AGENTS INSURANCE SERVICES OF AMERICA
FREDRIC A. BERGER**

SIGNED: _____
FREDRIC A. BERGER, GENERAL AGENT
DATE: _____

PRODUCER AGENCY:

SIGNED: _____
CORPORATE TITLE (IF APPLICABLE): _____
DATE: _____

PRODUCER PRINCIPAL:

SIGNED: _____
CORPORATE TITLE (IF APPLICABLE): _____
DATE: _____