

# Medico Insurance Company Licensing Checklist

Please submit the following information and documents to **SMS** when licensing with Medico:

1. Completed and Signed Confidential Personal History Form
2. Completed and Signed Direct Deposit Authorization (**Required**)
3. Completed and signed W9
4. Completed and signed Advance Form (2 pages)
5. Completed and Signed Business Associate Agreement
6. Completed and Signed Distributor Agreement
7. Please include a copy of your resident/non-resident license(s)

Please return all contracting to Senior Marketing Specialists :

Mail: 801 Gray Oak Dr.  
Columbia, MO 65201

Email: [contracting@smsteam.net](mailto:contracting@smsteam.net)

Fax: 573-875-2778

If you have any questions regarding these instructions or how to become appointed in your state, please call SMS @ [1-800-689-2800](tel:1-800-689-2800).



**MEDICO®**

Medico Insurance Company  
Medico Corp Life Insurance Company  
Medico Life and Health Insurance Company  
PO Box 10386  
Des Moines, IA 50306

Agent Services 1-800-547-2401, Option 3

mic.GoMedico.com

Fax 515-247-2435

## CONFIDENTIAL PERSONAL HISTORY

### PERSONAL INFORMATION:

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
First M.I. Last Suffix

Date of Birth \_\_\_\_\_ Sex \_\_\_\_\_ Maiden or Other Name Used \_\_\_\_\_ Spouse's Name \_\_\_\_\_

Home Address \_\_\_\_\_  
Street Apt. No. City State Zip Code

Mailing Address \_\_\_\_\_  
Street Apt. No. City State Zip Code

Business Phone No. (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Home Phone No. (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**IMPORTANT!! E-MAIL ADDRESS IS REQUIRED FOR WEBSITE SIGN ON AND FOR COMMUNICATION FROM HOME OFFICE**

### TYPE OF CONTRACT:

If you are seeking an appointment on behalf of an agency, is that agency a:

Sole Proprietorship     Partnership     Corporation

**FEDERAL I.D. NO.** \_\_\_\_\_

**Is the agency now licensed?**     YES     NO

Please list all partners or corporate officers:

NAME	TITLE	SOCIAL SECURITY NO.

### LICENSE INFORMATION:

Are you now licensed?     YES     NO

If yes, please indicate below any license(s) you currently hold:

RESIDENT STATE	LICENSE OR QUALIFICATION NO.	TYPE OF LICENSE/LINES
NONRESIDENT STATE(S)	LICENSE OR QUALIFICATION NO.	TYPE OF LICENSE/LINES

**WORK HISTORY:**

(Please begin with most current employer.)

EMPLOYER/ADDRESS	SUPERVISOR NAME	POSITION HELD	DATES		PHONE NUMBER
			FROM	TO	( ) - Ok to contact? _____
			FROM	TO	( ) - Ok to contact? _____

**Please answer the following questions:**

**Has any state ever taken administrative action against your license?** \_\_\_\_\_ If so, name state and provide details: \_\_\_\_\_

**Have you ever been convicted of a felony?** \_\_\_\_\_ Details: \_\_\_\_\_

**Have you ever been short in accounts with any employer or do you currently have a debit balance with any insurance company?** \_\_\_\_\_ If so, please explain: \_\_\_\_\_

**Have you ever been refused bond?** \_\_\_\_\_ If so, please explain: \_\_\_\_\_

**Have you ever filed for bankruptcy?** \_\_\_\_\_ If so, please explain: \_\_\_\_\_

**Do you have any judgments or garnishments against you?** \_\_\_\_\_ Please explain: \_\_\_\_\_

**Have you been or are you involved in any litigation?** \_\_\_\_\_ Please explain: \_\_\_\_\_

I certify that my answers to the above questions are true. If accepted, I will comply with all state and Medico Insurance Company and all affiliated Companies (Collectively referred to as "Medico" or "Company") regulations. I will not solicit insurance in any state that prohibits solicitation prior to appointment.

I authorize any consumer reporting agency, insurance department, law enforcement agency, the Financial Industry Regulatory Authority, The Securities and Exchange Commission, or any other person or organization having any consumer report records, data or information concerning my character, credit history, public record information, insurance license, regulatory action history, or criminal record history to furnish such consumer report records, data and information to Medico, including through personal interviews. I understand that any information obtained by the Company will be available upon written request. I understand that if contracted, this authorization will remain valid as long as I am active with Medico.

**Applicant Signature** \_\_\_\_\_  **Date** \_\_\_\_\_

This applicant is recommended for appointment as a Distributor assigned to my jurisdiction, subject to the terms of my contract with Medico. I certify to the best of my knowledge the applicant is of good personal and business reputation, trustworthy, and competent to act in the capacity of an insurance agent.

**Recruiting Distributor Signature** \_\_\_\_\_ **Date** \_\_\_\_\_



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## Distributor Direct Deposit Authorization

### Instructions

Please complete Parts A through C, attach a voided check, and return to Medico Insurance Company and all affiliated Companies (Collectively referred to as "Medico" or "Company"). For your convenience you may also fax in the form and voided check to 515-247-2435.

### Part A: Bank Account Holder Personal Information – Please Print

Name \_\_\_\_\_

Address \_\_\_\_\_  
Street Address City State Zip

Phone No. \_\_\_\_\_ E-mail Address \_\_\_\_\_

### Part B: Bank Account Information

Start Direct Deposit  Change Account Information

# Please Attach A Voided Check

Checking  Savings

Routing Number 


--	--	--	--	--	--	--	--	--	--

Account Number 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

### Part C: Bank Account Holder(s) Signature(s)

I (We) give permission to Medico to automatically make payments to my (our) bank account of my commissions. This authorization will remain in force unless I (we) cancel it or my (our) bank account is closed.

Signature \_\_\_\_\_  Date \_\_\_\_\_  
As it appears on bank records.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
If joint account.

Printed Name \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

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

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# Medico Advancing

- The advance will be for a total of 9 months
- Interest will be charged on the debit balance at 1% per month
- Advance commissions will only be offered on the POM modes
- Advance commissions will only be offer on the issued business

\_\_\_\_\_ Yes, I would like to be paid a 9 month advance

\_\_\_\_\_ No, I would like to be paid "As Earned".



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Signature



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Medico Life and Health Insurance Company  
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Des Moines, IA 50306

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**ADVANCE COMMISSION ADDENDUM**

This Advance Commission Addendum (“Addendum”) is an Addendum to the Distributor Agreement (“Agreement”) you (“Distributor”) have already signed with Medico Insurance Company and all affiliated Companies (Collectively referred to as “Medico” or “Company”), and establishes the terms and conditions pursuant to which Medico will advance commissions to you. Commissions, including advances, are payable pursuant to the Commission Schedule. Distributor represents and warrants that any advances are solely for business purposes.

It is understood and agreed:

1. Medico will pay commission advances weekly on eligible policies that are issued and whose premiums are paid on monthly bank draft or credit card mode. The advance commission will equal nine (9) months of the annualized commission. Medico reserves the right, in their sole discretion and without prior notice, to add or remove products available for advance commissions.
2. In the event of any refund, rescission, lapsed, stop-payment or cancelled policy, any unearned portion of the advance will be deducted from the next payment otherwise payable to Distributor, including but not limited to advance(s) and any earned first-year and renewal commission.
3. Distributor will be indebted to Medico by receiving advance commission under this Addendum. Any indebtedness will be legal debt that will be due on demand. Medico will retain a first lien on all sums due for the satisfaction of the debt and is not limited to this means of collection. The advance debit balance shall accrue interest at a rate of 1% per month (12.7 APR).
4. Medico may amend or terminate this Addendum at any time with prior written notice to Distributor, which notice shall not be required to meet the requirements under Section 24 of the Agreement.
5. This Addendum shall be read together and construed as one document with the Agreement, but to the extent of any inconsistency or ambiguity, this Addendum shall govern. Except as specifically provided in this Addendum, all of the terms and conditions of the Distributor Agreement shall remain in full force and effect.
6. If this Addendum and/or Agreement are terminated for any reason, Medico may retain all first year and renewal commissions to offset advance amounts outstanding. The security created hereunder and Distributor’s obligation to repay any indebtedness shall survive termination of this Addendum and/or the Agreement.
7. If commission advances are not repaid by the Distributor when due pursuant to the terms hereof, Distributor agrees to pay all costs of collection, including, but not limited to, attorney fees, costs of suit, collection fees or such other costs and expenses as may be incurred by Medico in such suit or action. This section shall survive termination of this Addendum and/or the Agreement.

Accepted, agreed and signed by the parties:

**DISTRIBUTOR**



Signature of Distributor	Name of Distributor ( <i>please print or type</i> )	Date
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**GUARANTOR** - I recommend this Distributor and request that Medico approve this Distributor’s advance commissions. I agree to accept responsibility as a Guarantor and to be held liable for all debts created hereunder by the above Distributor as provided in the Agreement. All terms of this Addendum shall apply to me.

Signature of Guarantor	Name of Guarantor ( <i>please print or type</i> )	Date
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Title	Guarantor’s Distributor Number
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<b>For Home Office Use Only:</b>		
Accepted: Medico and all affiliated Companies		
By: _____	_____	_____
Company Representative	Title	Date



## **BUSINESS ASSOCIATE AGREEMENT**

### **Privacy and Security Provisions**

The Parties to this Business Associate Agreement (this “BA Agreement”) are Medico Insurance Company and all affiliated companies (Collectively referred to as “Medico” or “Company”) and Business Associate.

#### WHEREAS:

- A. Medico has engaged or may engage Business Associate to perform various services on Medico’s behalf as previously contracted (the “Agreement”); and
- B. Performance of the Services may involve Business Associate gaining access to Protected Health Information (“PHI”), and /or Personally Identifiable Financial Information (“PIFI”) and/or Business Confidential Information, as those terms are later defined in this Agreement; and
- C. The Parties are entering into this Agreement for the purpose of setting forth the Parties’ obligations to protect the Protected Health Information, PIFI and/or Business Confidential Information in accordance with this Agreement and provisions of all applicable state and federal laws and regulations, including Title V of the Gramm-Leach Bliley Act (“GLB”) and the Health Insurance Portability and Accountability Act of 1996 and is implementing regulations issued by the U.S. Department of Health and Human Services in Title 45 of the Code of Federal Regulations (“C.F.R.”), Sections 160-164 and the privacy, security and security Breach notification provisions applicable to a Business Associate under the Health Information Technology for Economic and Clinical Health Act (HITECH) which is Title XIII of the American Recovery and Reinvestment Act of 2009, the final Omnibus Bill under HITECH and any regulations promulgated within, as amended from time to time.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

#### **BUSINESS ASSOCIATE RESPONSIBILITIES:**

1. Security Policies. Business Associate shall maintain security policies that comply with applicable laws and regulations.
2. Safeguards. Business Associate warrants that it shall implement and maintain appropriate administrative, physical and technical safeguards to prevent the use or disclosure of PHI and/or PIFI otherwise than as permitted by this Agreement provided that such use or disclosure would not violate applicable law or regulation. Upon request, Business Associate shall provide Company information concerning such safeguards and shall provide access to its facilities used for the maintenance or processing of PHI and/or PIFI: for inspection and copying and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI and/or PIFI; and for the purpose of determining Business Associate’s compliance with this BA Agreement.
3. Use and Disclosure of PHI and/or PIFI. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose PHI and/or PIFI only as permitted or as necessary to perform functions, activities or services for or on behalf of Company as specified in the Agreement and this BA Agreement or as otherwise required by law. Without limiting the other terms in this paragraph, in all situations Business Associate only may use PHI and/or PIFI in a manner that does not violate the requirements of applicable law.
4. Subcontractors and Agents. Business Associate hereby agrees that anytime PHI and/or PIFI is provided or made available to any subcontractors or agents, Business Associate must enter into an agreement with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI and/or PIFI as are contained in this BA Agreement. Business Associate must ensure that any subcontractor or agent to whom it provides PHI and/or PIFI agrees to implement reasonable and appropriate safeguards to protect the PHI and/or PIFI subcontractor creates, receives, maintains or transmits electronically on behalf of Medico.
5. Training of Staff. Business Associate shall advise and train members of its workforce of their obligations to protect and safeguard PHI and/or PIFI and shall develop and implement appropriate sanctions against any member of its workforce who uses or discloses PHI and/or PIFI in violation of this Agreement.
6. Reporting of Privacy Breach. Business Associate shall immediately report any use or disclosure of PHI and/or PIFI not allowed under the terms of this BA Agreement of which Business Associate becomes aware. Business Associate shall report the remedial action taken or proposed to be taken with respect to such use or disclosure. Business Associate’s report to Medico will at least:
  - a. Identify the nature of the Breach of Unsecured PHI and/or PIFI which will include a brief description of what happened, including the date of the Breach of Unsecured PHI and/or PIFI and the date it was discovered;



- b. Identify the information that was Breached on an individual basis, including items such as, but not limited to, full name, social security number, date of birth, home address, and account number;
- c. Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
- d. Identify what corrective or investigational action Business Associate took or will take to prevent further Breaches of Unsecured PHI and/or PIFI and to mitigate the harmful effects of the current Breach;
- e. Identify the steps affected individuals should take to protect themselves as a result of the Breach of Unsecured PHI and/or PIFI; and
- f. Provide such other information, including a written report, as Medico may reasonably request.

Such notification should be made to:  
 Privacy Officer  
 601 6<sup>th</sup> Ave  
 Des Moines, Iowa 50339

- 7. Reporting of Security Breach. Business Associate will immediately report to Medico any attempted or successful: (i) unauthorized access, use, disclosure, modification or destruction of Medico’s electronic PHI and/or PIFI; and (ii) interference with Business Associate’s system operations in Business Associate’s information systems, of which Business Associate becomes aware.
- 8. Electronic Transactions Rule. If Business Associate conducts electronic transactions (*see* 45 C.F.R. 160.103) on behalf of Medico for which HHS has established standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such transactions to comply, with each applicable requirement of the Electronic Transactions Rule. Business Associate also shall comply with the National Provider Identifier requirements, if and to the extent applicable.
- 9. Mitigation. Business Associate shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BA Agreement.
- 10. Access by Individuals. Business Associate shall at the request of Company, and in the time and manner designated by Company, make available PHI in a designated record set to Company or as directed to an Individual or his/her personal representative entitled to access and copy the PHI in order to meet the requirement of applicable law and regulations.
- 11. Correction of PHI. Business Associate shall make any amendment to PHI in a designated record set that Company directs or agrees to at the request of Company or Individual or to his/her personal representative and shall amend and incorporate such amendments or corrections to PHI, as required by applicable law.
- 12. Minimum Necessary. Business Associate warrants that the PHI and/or PIFI it discloses, requests and uses is only the minimum amount necessary to carry out the duties and responsibilities contemplated by this BA Agreement.
- 13. Accounting of Disclosures. Business Associate shall provide to Company an accounting of disclosures, in accordance with applicable law, by Business Associate or its employees, agents, representatives or subcontractors as would be required for Company to respond to a request by an Individual for an accounting of disclosures as required by applicable law. Any such accounting prepared by Business Associate shall include at a minimum: (i) the date of disclosure; (ii) name, and address if known of the entity or person who received the PHI and/or PIFI; (iii) a brief description of the PHI and/or PIFI disclosed; and (iv) a brief statement of the purpose of the Disclosure. The information relating to the accounting of disclosures shall be documented by Business Associate as identified herein, and such records shall be retained by Business Associate for at least six years from the date of the Disclosure.
- 14. Request to Restrict Disclosure. If an Individual requests that Medico restrict the Disclosure of the Individual’s PHI under 45 C.F.R. 164.522, and Medico so informs Business Associate, Business Associate shall comply with the requested restriction to the extent required by Section 13405(a) of the HITECH Act.
- 15. Disclosure of Internal Practices. Business Associate shall make available to Company and/or Secretary its internal practices, books, and records, including its policies and procedures relating to the use and disclosure of health information received from, or created or received by Business Associate on behalf of Company. Such items will be made available in a time and manner designated by the Company.
- 16. Procedure upon Termination. Upon termination of this BA Agreement, Business Associate shall return or destroy all PHI and/or PIFI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this BA Agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.
- 17. Breach. Without limiting the rights of the parties elsewhere set forth in the Agreement, if Business Associate materially breaches its obligations under this BA Agreement, the Company may, at its option: (a) exercise any of its rights of access and inspection; (b) provide an opportunity for Business Associate to cure the breach within 30 days of notice to Business Associate by Company and, if the breach is not cured within 30 days, terminate this BA agreement and/or the Agreement; or (c) immediately and unilaterally terminate this BA Agreement without penalty or recourse. Company retains the right to report to the Secretary any violation or material breach. The remedies under this BA Agreement and set forth elsewhere in this BA Agreement shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
- 18. Prohibition on Sale of Records. Business Associate shall not directly or indirectly receive remunerations in exchange for any PHI and/or PIFI.
- 19. Fundraising. Business Associate agrees not to use PHI and/or PIFI for the purpose of fundraising.

20. Confidentiality. Business Associate shall not, without prior consent of Medico, disclose any Business Confidential Information other than as expressly permitted in this agreement.
21. Penalties for Noncompliance. Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the Gramm-Leach Bliley Act and/or the Privacy Rule and Security Rule, as amended by HITECH.

#### **COMPANY'S RESPONSIBILITIES:**

22. Notification. Company shall notify Business Associate to the extent it may affect Business Associate's use or disclosure of PHI of:
  - (a) any changes in, or revocation of, permission by individuals to use or disclose PHI;
  - (b) its notice of privacy practices and any limitations; and
  - (c) any restrictions to the use or disclosure of PHI that Company has agreed to in response to an individual's request for restriction.

#### **GENERAL TERMS:**

23. Term. The term of this BA Agreement shall be effective as of the date first referenced in this BA Agreement and shall terminate when all PHI and/or PIFI provided by Company to Business Associate, or created or received by Business Associate on behalf of Company is destroyed or returned to Company or, if it is infeasible to return or destroy PHI and/or PIFI, protections are extended to such information in accordance with the termination provisions in this BA Agreement.
24. Audit. Company shall have the right to audit and monitor all applicable activities and records of the Business Associate to determine compliance with the requirements relating to the creation or use of PHI and/or PIFI as it relates to the privacy and security sections of this Agreement.
25. Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI and/or PIFI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Company may, by written notice to the Business Associate, amend this BA Agreement in such manner as Company determines necessary to comply with such law or regulation.
26. Survival. The obligations of Business Associate under this BA Agreement shall survive the termination of this Agreement.
27. No Third-Party Beneficiaries. The parties agree that there are no intended third party beneficiaries under this BA Agreement.
28. De-identified Data Creation. Business Associate is prohibited from converting PHI to de-identified data, unless the Company approves of Business Associate's proposed plan for accomplishing the conversion and such conversion meets the requirements of 164.514 of the Code of Federal Regulations.
29. Notices. Any notices to be given hereunder shall be made via U.S. first class mail, or hand delivery to the other party's address.
30. Relationship. This BA Agreement shall not alter the relationship between the Company and Business Associate and shall not create any additional rights other than those currently in existence as an independent contractor of the Company. There shall be no employment relationship created by the terms of this BA Agreement. Nothing contained herein shall expand the agency relationship or authority as set out in the existing Agreement. Business Associate's authority is limited to the marketing and processing of new insurance applications. This BA Agreement does not create any authority in the Business Associate regarding the processing of claims. Business Associate is specifically directed to avoid the receipt of PHI in connection with any claim.
31. Interpretation. Any ambiguity in this BA Agreement shall be resolved to permit Company to comply with the Privacy or Security Rules and the Gramm-Leach Bliley Act.

#### **DEFINITIONS:**

Terms used, but not defined, in this BA Agreement shall have the same meaning as those terms used in GLB and the Privacy Rule promulgated under HIPAA, as amended from time to time.

*Breach of Unsecured PHI:* Shall have the same meaning as the term "Breach" in 45 C.F.R. 164.402

*Business Associate* means the individual licensed and appointed by Medico pursuant to the Producers Licensing Act to sell or solicit applications for health insurance on behalf of Medico. This includes any employee or person acting on behalf of said producer.

*Business Confidential Information* means any information, whether oral or recorded in any form or medium that Medico provides to Business Associate that is proprietary in nature and peculiarly within the knowledge of Medico and not publicly known. The following information is not Business Confidential Information:

- (a) Information in the public domain, publicly available prior to its receipt under this BA Agreement, or became lawfully known to the Business Associate from a source other than Medico without breach of this Agreement;
- (b) Such information was independently developed by the Business Associate; or
- (c) Medico, in writing, made clear to Business Associate in providing Business Associate with such information that it was being provided on a non-restricted basis.

Any information Medico provides to Business Associate that meets the above description shall be presumed to be Business Confidential Information.

*Company* means Medico Insurance Company and all affiliated companies, which are Covered Entities under the Privacy Rule.

*Designated Record Set* means (a) a group of records maintained by or for Company that is 1) medical records and billing records about individuals maintained by or for a covered health care provider; 2) enrollment, payment, claims adjudication and case or medical management record systems maintained by or for a covered health plan or 3) used in whole or in part by or for the covered entity to make decisions about individuals.

*Disclose/Disclosure* means the release, transfer, and provision of access to or divulging in any other manner of information outside the entity holding the information.

*HIPAA* means the Health Insurance Portability and Accountability Act of 1996, otherwise known as Public Law 104-191. HIPAA regulations were designed, in part, to improve the efficiency and effectiveness of the healthcare system by standardizing the interchange of electronic data for specified administrative and financial transactions and to protect the security and confidentiality of Protected Health Information

*Individual* means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with the Privacy Regulation.

*Privacy Rule* means the Standards for Privacy of Individually Identifiable Health Information at CFR part 160 and part 164, subparts A and E.

*Protected Health Information ("PHI")* means individually identifiable information, including demographic information, that (i) 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; (ii) identifies the individual or for which there is a reasonable basis for believing that the information can be used to identify the individual; and (iii) is received by Business Associate from or on behalf of Company, or is created by Business Associate for or on behalf of Company, or is made accessible to Business Associate by Company. It does not include educational records covered by the Family Educational Right and Privacy Act and employment records held by Company in our role as employer.

*Secretary* means the Secretary of the Department of Health and Human Services or his or her designee.

*Security Rule* means the Standards for security of individual's electronic personal health information that is created, received, used, or maintained by a covered entity and is located at 45 CFR Part 160 and Subparts A and C of Part 164

*Personally Identifiable Financial Information ("PIFI")*: Any information, whether oral or recorded in any form or medium, about an Individual that relates to an insurance product, a transaction involving an insurance product or service, or providing an insurance product or service; or any list, description or other grouping of consumers (and publicly available information pertaining to them) that is derived using any personally identifiable information that is not publicly available (See "non-public personal information" as defined in the Gramm-Leach-Bliley Act Title V, Section 509).

*Use* with respect to PHI means the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date stated.

**BUSINESS ASSOCIATE:**

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

Signature: \_\_\_\_\_



Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Individual, Partnership or Corporation Name: \_\_\_\_\_

\_\_\_\_\_

**MEDICO INSURANCE COMPANY**

President

**MEDICO CORP LIFE INSURANCE COMPANY**

President

**MEDICO LIFE AND HEALTH INSURANCE COMPANY**

President

# DISTRIBUTOR AGREEMENT

This Agreement is entered into between the undersigned Distributor and Medico Insurance Company, on behalf of itself and its affiliates, including but not limited to Medico Corp Life Insurance Company and Medico Life and Health Insurance Company (each a “Company”).

If more than one Company is a party to this agreement, Distributor and each such Company agree that there shall be separate and distinct agreements between Distributor and each such Company. The rights, duties, obligations, and responsibilities of each Company under this Agreement are separate and distinct from the duties, obligations, and responsibilities of any other Company. All such rights, duties, obligations, and responsibilities shall exist only between Distributor and each Company. No Company shall have any responsibility or liability for the actions or omissions of any other Company under this Agreement.

The parties therefore restate and amend the Distributor Agreement to read in its entirety as follows:

DEFINITIONS: As used in this Agreement:

- A. “Downline” means Solicitors and Other Distributors.
  - B. “Other Distributor” means an individual or organization which (i) enters into a Distributor Agreement with Company, and (ii) is recruited by and that reports to Distributor through a hierarchical relationship with respect to the Products.
  - C. “Product” means any insurance policy, certificate or other contract identified in any Compensation Schedule.
  - D. “Solicitor” means an individual which is (i) appointed by Company, but not a party to any Distributor Agreement with Company, and (ii) recruited by and that reports to Distributor through a hierarchical relationship with respect to the Products.
1. **APPOINTMENT:** Company authorizes Distributor to procure applications for Company Products in those states in which (i) Distributor is licensed and appointed by Company to sell the lines of insurance made available by Company, and (ii) Company has Products available. This appointment is on a non-exclusive basis and Company may appoint other distributors in any state.

2. **DISTRIBUTOR DUTIES:** Distributor agrees to accept the following duties and responsibilities:

A. Distributor and Downline will procure applications for Products, but only in states where Distributor and Downline are licensed, active with Company and appointed by Company as required by applicable law and after Distributor receives written notice that the Product is approved in the state in which the solicitation is to be made.

B. Distributor may recruit persons to be Downline. Company may refuse to appoint, suspend, or terminate its appointment of any Downline in its sole discretion. Distributor shall monitor Downline and communicate information to Company, of which Distributor is aware or should be aware, that Company needs to know about Downline to properly address compliance or other risks. When requested by Company, Distributor shall communicate Company information to Downline.

If at any time Distributor consents or has consented to have Downline report to Distributor through a hierarchical relationship with any Company, Distributor hereby consents to: (i) the appointment of Downline with each Company; and (ii) to have Downline report to Distributor through a hierarchical relationship with each Company. Distributor may withhold this consent by providing written notice to Company.

C. Distributor will not permit any person to solicit for Company or perform any other service requiring licensure until they have been licensed by the state in which they will solicit, evidence of that license is given to Company, they are active with Company, and they are appointed by Company as required by applicable law.

D. Distributor will be responsible for obtaining and maintaining the necessary licenses to sell Company Products in the states in which Distributor operates, whether resident or nonresident.

E. Distributor will treat any premium amounts collected with the application by Distributor or Downline with the application as trust funds for Company. Distributor will remit these funds and applications to Company in accordance with Company instructions.

F. Distributor shall not offer, pay, or allow to be offered or paid, as an inducement to any proposed insured or applicant, a rebate of premiums, policy fees or any other inducement not specified in the insurance product, except as may be expressly allowed by law and in compliance with state rules and regulations.

G. Distributor shall not induce or attempt to induce policyholders, certificate holders or other contract holders (together, "policyholders") to relinquish or replace Company policies or contracts, except for the occasional and inadvertent replacement of business in accordance with all applicable standards imposed under law or regulation.

H. Distributor will comply with all state and federal laws, orders, rules and regulations.

I. Distributor shall act according to Company's policies and procedures.

J. Distributor shall immediately notify Company in writing if any license, permit or registration of Distributor or Downline is suspended or terminated or if Distributor or Downline is the subject of any misdemeanor or felony charges or any actions initiated by any federal, state or local regulatory or governmental body or court, including but not limited to convictions by any governmental authority for commission of any act involving fraud, dishonesty, breach of trust, theft, misappropriation of money or breach of any fiduciary duty. Further, Distributor shall immediately notify Company and cooperate with Company in connection with any potential, threatened or actual litigation, regulatory inquiry or action or complaint with respect to this Agreement.

K. Distributor will be responsible for all state and city license fees or taxes, and occupation fees or taxes. Company will pay state taxes on premiums. Appointment and termination fees will be payable according to current Company guidelines.

L. Distributor will reimburse Company any commissions Distributor receives on premiums which are returned by Company for any reason, including declined applications or policies canceled or not accepted by the applicant.

M. Distributor will be responsible for ensuring that Distributor and each Solicitor has and maintains errors and omissions liability insurance coverage of at least \$1 million per occurrence or such other level (higher or lower) as may be acceptable to Company throughout the term of this Agreement and provide evidence of such insurance to Company upon request.

N. Except as agreed in the Business Associate Agreement, Distributor shall keep regular and accurate records of all transactions related to this Agreement for a period of at least six years from the date of such transactions, or longer if required by federal or state law or regulation.

O. Distributor will supervise and be responsible for its Downline, their respective employees and others acting on Distributor's behalf. Distributor will ensure that all Solicitors understand and comply with the requirements set forth in this Agreement, including any addenda; all state and federal laws, orders, rules and regulations; and Company's policies and procedures.

P. Distributor will cooperate with any investigation or audit by Company, any regulatory authority, or any person acting on behalf of Company or any regulatory authority.

**3. LIABILITY, INDEBTEDNESS & INDEMNITY:** Distributor shall be jointly and severally liable together with each Downline, to Company for the payment of all amounts owed by Distributor or Downline to Company, including but not limited to: (i) debit balances on the account of Distributor or Downline, including any advance debit balances, (ii) debit balances resulting from loans to Distributor or Downline, (iii) all obligations evidenced by documents related hereto, (iv) any costs incurred by or through Company as a result of the failure of Distributor or Downline, and their respective employees and agents, to comply with this Agreement, the Company's policies and procedures, and/or applicable law, including but not limited to fines, penalties, damages or expenses, including without limitation (a) the amount of any benefits paid by Company under any policy, certificate or other contract which would have been denied but for

Distributor or Downline's prior knowledge that a material misrepresentation had been made, (b) any expenses incurred by Company in defending against a charge that Distributor, its employees or agents, or Downline violated an insurance law or regulation, or (c) any expense incurred by Company in settling a consumer complaint arising out of an alleged negligent, fraudulent, illegal or unauthorized act by Distributor, Downline, or their respective employees and agents (collectively, "Indebtedness").

Company may, at any time in its sole discretion, offset against any remuneration due or to become due to Distributor or Downline from any Company, any past, present or future Indebtedness from Distributor or Downline. Such Indebtedness of Distributor and Downline shall be secured by a first lien in favor of Company on any and all amounts owed to Distributor from any Company under this or any prior contract with Company and shall be binding upon Distributor, Downline, and their respective assigns and successors. Company may also exercise any other legal and equitable rights and remedies it may have to collect the Indebtedness at any time, including but not limited to, reporting any Indebtedness to consumer reporting agencies.

Any Indebtedness incurred by Distributor or Downline to Company shall be payable immediately upon receipt of a written demand from Company or upon termination of this Agreement. If such Indebtedness is not paid within thirty (30) days of the Company's written demand for payment, the Company will be entitled to recover, in addition to such Indebtedness, all costs of collection, including but not limited to, court costs, reasonable attorneys' fees and other expenses.

Distributor agrees to indemnify and hold harmless Company and its affiliates, shareholders, directors, officers and employees from any and all expenses, fines, penalties, liabilities, costs, cause or causes of action and damages, including without limitation reasonable attorneys' fees and costs of settlement or defense, resulting from or growing out of any (i) breach of this Agreement or any related documents, (ii) unauthorized, fraudulent, negligent or wrongful act, omission, statement or representation by Distributor, or Distributor's employees or agents, including but not limited to Solicitors, but excluding Other Distributors, (iii) claim brought by any Solicitor against Company, or (iv) any dispute arising between Company and any Downline. Company agrees to indemnify Distributor and to hold Distributor harmless from any and all expenses, liabilities, costs, cause or causes of action and damages, including reasonable attorneys' fees and costs of litigation, resulting from or growing out of any breach of this Agreement by Company. This **Paragraph 3** shall survive the termination of this Agreement for any reason.

4. **COMPENSATION:** Distributor will be paid the commissions stated in the Commission Schedule as complete compensation for all services that Distributor, Downlines and Solicitors perform for Company. The Commission Schedule may be revised and updated by written notice from time to time to reflect changes in commissions and Products presently being marketed by Company, which written notice may be through any physical or electronic media, as provided in **Paragraph 19** hereof. Notwithstanding anything to the contrary in this Agreement, the Company may pay reduced commissions on replacements, reinstatements or reissues as provided in any amendment to the Commission Schedule or in the policies and procedures of Company.

5. **YOUR STATEMENT:** A statement of Distributor's account will be made available to Distributor, unless Distributor's account with Company is zero. Distributor agrees that each statement will be binding on Distributor or Distributor's permitted successor(s) or assign(s) unless objection is made within 45 days after the statement is transmitted.

6. **AUDIT:** Distributor's accounts, ledgers, correspondence and other records pertaining to this Agreement and any activities conducted pursuant to this Agreement shall at all times be open to inspection and audit by authorized representatives of the Company or any of its reinsurers, regardless of any termination of this Agreement.

7. **ASSIGNMENT:** Distributor may not assign (including any assignment as collateral securing a loan) this Agreement, any amount Company owes Distributor, or any other interest herein without getting Company's prior written consent. If Distributor breaches this Paragraph, the assignment shall not be valid. If Company consents to an assignment by Distributor of the commissions due under this Agreement, any assignment shall be subject to the terms and conditions of this Agreement and subordinate to the Company's first lien granted herein. If Company consents to an assignment by Distributor of this Agreement, Distributor shall remain liable for the performance of the terms of this Agreement by the assignee.

8. **LIMITED AUTHORITY:** In addition to all other limitations herein, Distributor will not accept any risks, change any policies, make any contracts for Company, waive any terms, rates or conditions of any policies, or obligate Company in any way unless Distributor secures Company's prior written consent. Distributor will not change any premium rates or extend the time for paying premiums.

9. **ADVERTISING:** Distributor will not use any advertising or any material not furnished by Company without getting Company's prior written consent. All representations or references to Company, its Products or producers, in any advertisement or marketing material shall be submitted to Company prior to its use or distribution and shall not be utilized until Distributor receives written approval from Company. Advertising includes any material which is designed to create public interest in Company, its Products or producers. This includes, but is not limited to, consumer material designed to induce the public to purchase, increase, modify, retain, renew or reinstate a Product as well as producer recruiting and training materials. Examples of advertising include, but are not limited to, printed and published material, business cards, audiovisual material, direct mail material, Internet sites, newspaper and magazine ads, radio and television scripts, billboards and similar displays, flyers and ad slicks, leaflets and booklets, brochures, newsletters, form letters, prospect letters, telephone scripts, lead-generating devices of all kinds, depictions and illustrations, prepared sales talks, presentations and producer training materials.

10. **RESERVATION OF RIGHTS:** Company shall not be liable to Distributor for exercising any of the rights given to Company in its Products with or without notice to Distributor. Examples of these rights are the right to cancel or nonrenew the Product or to change the premium rates. Company shall not be liable to Distributor for withdrawing or substituting Product forms, nor for withdrawing entirely from any state. Further, Company specifically reserves the right without limitation and without liability to Distributor to change or discontinue any marketing concept or underwriting program in any state, change any premium rate, change the conditions or terms under which a Product may be offered, or reject any application or return any premium without giving any reasons for doing so.

11. **VESTMENT:** Commissions provided for in this Agreement shall be vested as provided in the Commissions Schedule, subject to **Paragraphs 4, 12, 13, and 14**, herein. Subject to any limitations in this Agreement, upon the death of Distributor, any commissions shall be payable, unless assigned, to the surviving spouse. If there is no surviving spouse, any commissions shall be payable to Distributor's estate.

After this Agreement terminates, Company will not pay commissions after 12-month period in which the total commission owed or paid to Distributor by Company is less than \$500.00 (the "Minimum Commission Level"). If commissions due to Distributor falls below the Minimum Commission Level, such amount shall roll up to and be payable to the next level above Distributor in the distributor hierarchy, if any.

This provision shall survive the termination of this Agreement.

12. **TERMINATION:** Distributor or Company may terminate this Agreement upon notice to the other party, or upon prior notice as required under applicable law.

Company may terminate this Agreement immediately for "cause" by giving notice to the other party. Notice of termination shall be given pursuant to the Notice provision of **Paragraph 19**, herein. Cause shall mean the following acts by Distributor:

- A. Fraud or any breach of the terms of this Agreement or the Company's policies and procedures.
- B. Failure to pay any money required by this Agreement to be paid.
- C. Violation of any federal, state or local laws or regulations.
- D. The conviction of Distributor or any of its principals, shareholders, directors or officers of a felony crime or any other crime involving moral turpitude.
- E. Inducing or attempting to induce policyholders to relinquish or replace Company policies, except for the occasional and inadvertent replacement of business.
- F. Causing or attempting to cause Distributors, Downlines, employees or agents of Company to discontinue their association with Company.
- G. Misappropriation or commingling of Company funds.
- H. Misrepresentation or omission of any material information on an application for a Product.
- I. Misrepresentation of any of Company Products or services.
- J. Revocation or suspension of Distributor's license.

- K. The promotion and marketing of any Product by Distributor or any of its principals, shareholders, directors or officers or any Solicitor when a suspension is in effect.

If Company believes it may have the right to terminate this Agreement for cause, the Company, in its sole discretion, may suspend this Agreement while it investigates whether cause for termination exists. In this instance, Company shall provide Distributor notification of the suspension. This suspension can be imposed in place of terminating the Agreement in order to provide time for determining the facts. Until a suspension is withdrawn by Company, it has the same effect on Distributor's rights to compensation and authority to represent Company as does termination. Company will notify Distributor whether the suspension is to be withdrawn or the Agreement is to be terminated for cause within a reasonable period of time following completion of the investigation. If the suspension is withdrawn, all accumulated compensation will be paid to the Distributor. No interest shall be payable on any compensation withheld during the suspension under this Paragraph and subsequently paid. If the Agreement is terminated, the termination shall take effect as of the date Distributor was sent the notice of suspension, and no further compensation shall be due or payable hereunder for any reason after the date of termination.

This Agreement will automatically terminate:

- A. If Distributor is a natural person, upon the death of Distributor;
- B. If Distributor is a partnership, upon the death of any partner or any change in the partners composing the partnership, or dissolution of the partnership for any reason; provided, however, this Agreement shall continue in full force and effect if (i) the partnership and partners continuing the business of Distributor (the "Continuing Partners") immediately provide written notification to the Company of the death, change or dissolution, which notification specifies the Continuing Partners and documents that the Continuing Partners meet all requirements of Distributor under this Agreement, and (ii) the Company consents to the Continuing Partners, which consent shall not be unreasonably withheld, and (iii) the Continuing Partners execute a new agreement or other documentation reasonably required by the Company to continue this Agreement in full force and effect;
- C. If Distributor is a corporation or limited liability company, upon the dissolution of the corporation or limited liability company or disqualification of the corporation or limited liability company to do business under applicable state laws.
- D. Distributor is unable to pay debts as they mature, makes an assignment for the benefit of creditors or becomes the subject of a bankruptcy, insolvency or similar proceedings;
- E. The loss, restriction, revocation or suspension of Distributor's insurance license, certification or registration by any federal or state regulatory authority having jurisdiction over the parties; or
- F. Distributor's business is sold, transferred or merged and the Company has not consented to such sale, transfer or merger or has not appointed the successor.

This provision shall survive the termination of this Agreement.

13. **FORFEITURE AND REMEDY:** Distributor agrees that after termination of this Agreement, Distributor will have no interest in any business written for Company, except as specifically provided in this Agreement.

Distributor will forfeit all further compensation from Company, including vested commissions, if: (a) Distributor induces or attempts to induce policyholders to relinquish or replace Company policies or contracts, except for the occasional and inadvertent replacement of business, or (ii) the Company's solicitors, Distributors, Downlines or employees, to terminate their contract or employment with Company, or (b) this Agreement is terminated for cause as defined in Paragraph 13, herein. Distributor also agrees that Company may secure a court order stopping Distributor from using such influence since Company does not have an adequate legal remedy.

Distributor shall not receive any further compensation on account of any Solicitor or Downline that (i) is terminated for cause, or (ii) after termination of his/her appointment, attempts to influence any policyholder to terminate his/her contract with the Company.



This provision shall survive termination of this Agreement.

14. **WAIVER:** The fact that Company may not enforce the terms of this Agreement does not mean that Company waives them or that Company will not enforce them at a future time.

15. **RELATIONSHIP:** Distributor understands and agrees that it is an independent contractor. Nothing in this Agreement shall create a relationship of employee and employer, or a partnership, between Distributor and Company. All personnel of the Distributor are employees or representatives of the Distributor (the "Personnel"). Distributor is free to exercise Distributor's own judgment as to the persons Distributor solicits and where and when Distributor solicits them. However, Company may give instructions, which do not interfere with this freedom, regarding the conduct of Distributor's business for Company and Distributor will obey these instructions. Neither Distributor nor Solicitors shall represent in any manner that they are employees of Company.

Distributor is solely responsible for any and all costs or expenses it may incur in the performance of its obligations hereunder. Without limiting the foregoing, Distributor is solely responsible for, at its own expense: (i) providing such office space and facilities, and such personnel (and their training) as may be necessary to carry out its obligations under this Agreement; (ii) compensating all Solicitors for any services rendered in connection with the performance of its obligations under this Agreement; (iii) covering all of the Personnel under any applicable social benefit laws (including workers' compensation and applicable state disability insurance); and (iv) making any and all payroll deductions and contributions that may be required by Law or otherwise with respect to the Personnel.

16. **DISTRIBUTOR OR SOLICITOR TRANSFER:** The Company will permit a transfer of Downline to another organization pursuant to Company's policies and procedures.

17. **PRODUCER OF RECORD:** The producer of record for any policy, certificate or contract shall be determined by Company records. Company reserves the right to change the producer of record according to Company procedures and shall have no obligation to designate a successor producer of record.

18. **CONFIDENTIALITY:** Distributor agrees to keep all Company, client, and policyholder information confidential in accordance with the Business Associate Agreement, which is fully incorporated herein by reference. In the instance of any conflict between the terms of this Agreement and the Business Associate Agreement, the terms of the Business Associate Agreement shall control.

19. **NOTICES:** Any notice required or permitted to be sent to Company under this Agreement shall be in writing and may be given by: (i) personal delivery, (ii) commercial messenger service overnight delivery, (iii) United States Postal Service, or (iv) facsimile transmission. Any notice, document, statement or other communication to Distributor under this Agreement may be given by (i) personal delivery, (ii) commercial messenger service overnight delivery, (iii) United States Postal Service, (iv) facsimile transmission, (v) electronic mail; or (v) postage on any website maintained by Company. All notices shall be properly addressed and delivered with postage or delivery charges prepaid (if any) to Company at its respective address or facsimile number as set forth below or to such other address which the party may designate in writing.

As a condition of the authority granted hereunder, Distributor agrees to accept any communications hereunder, including statements, notices, Company's policies and procedures and amendments to this Agreement, including amendments to the Commission Schedule from Company, through any physical or electronic means of communication, including email or postage on any website maintained by Company. Distributor agrees to adhere to all policies and procedures and to be bound by all amendments which are communicated to you or otherwise made available to you by Company. In the event that you opt out or do not avail yourself of any of the Company's forms of communication, you will be deemed to have received any Company communication made in that form, whether actually received or not, and will be responsible for complying with the contents of the same. Further, Distributor agrees to notify Company if Distributor changes its email address and/or if Distributor can no longer accept electronic communications.

## 20. MISCELLANEOUS:

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without giving effect to the principles of conflicts of law thereof.

B. Any dispute arising out of or relating to this Agreement, or the breach thereof (hereinafter referred to as "Dispute") between Distributor and Company which is not otherwise resolved by mutual agreement shall be resolved exclusively through binding arbitration. Either party may initiate arbitration by providing written notice to the other party.

The Dispute shall be referred to a single arbitrator as agreed upon by the parties. Within thirty (30) days of the date of the written arbitration notice, each party shall propose a list of three arbitrators and the parties shall attempt to reach agreement on a single arbitrator from these lists. If an agreement cannot be reached on the selection of the arbitrator within thirty (30) days of the arbitration notice, either party may apply to the district court in Des Moines, Iowa to appoint an arbitrator as provided under Iowa law.

The arbitration proceeding shall be held in Des Moines, Iowa. Discovery shall be allowed in accordance with the Federal Rules of Civil Procedure. The arbitrator shall have the power to issue subpoenas, compel discovery, and award sanctions. The parties shall be responsible for the expenses and fees of the arbitrator in equal shares, and the parties shall otherwise be responsible for their own costs and attorney's fees, except that the arbitrator shall award attorney's fees and costs as provided for in this Agreement. The Dispute will be decided by the arbitrator and the arbitrator's decision shall be final and binding. The arbitration award may be confirmed as a legal judgment in any court with jurisdiction.

Notwithstanding the foregoing, the Company may seek immediate injunctive or other relief or other equitable remedies without resort to arbitration from any court of competent jurisdiction as necessary to enforce and prevent violation of this Agreement or the property rights of Company. Distributor agrees (i) that the state and federal district courts in Des Moines, Iowa have personal jurisdiction over Distributor for the purpose of such actions; (ii) to waive any objection it may have at any time to the laying of venue of any such proceedings brought in such courts; (iii) to waive any claim as to forum non conveniens; and (iv) to waive the right to object with respect to such proceedings that any such court does not have jurisdiction over Distributor.

C. In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect. The Agreement generally shall be reformed, construed and enforced so as to most nearly give lawful effect to the intent of the parties as expressed in this Agreement.

D. This Agreement and attachments referenced herein, including but not limited to addendums, Commission Schedules, and Company policies and procedures, constitute the entire contract between the parties and supersede any and all previous agreements between the parties; provided, however, Distributor's right to commissions from policies written pursuant to a previous agreement between the parties shall not be modified.

E. Company may modify this Agreement, including but not limited to the Commission Schedules, upon thirty (30) days prior written notice to Distributor, but any such modification shall not reduce the rate or rates with respect to commission payments due Distributor in connection with policies produced by Distributor and issued by Company with effective dates prior to the effective date of such modification. Notwithstanding the foregoing, upon the enactment of any law or regulation, or any order or direction of any governmental agency affecting this Agreement, Company may, by written notice to Distributor, amend the Agreement in such manner as Company determines necessary to comply with such law or regulation, or any order or directive of any governmental agency.

F. This Agreement, any amendments to this Agreement, and any other documents to this Agreement (such as notices, etc.) to the extent bearing a signature, including electronic signature secured through an e-signature system approved by Company, by the person authorized by the respective party, but delivered by means of a facsimile machine or email of a pdf file containing a copy of such executed document, shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of Company, Distributor shall re-execute original forms thereof and deliver them to Company. No party hereto shall raise the use of a facsimile machine to deliver a signed document or the fact that any signed document or agreement or instrument was transmitted or

communicated through the use of a facsimile machine or email of a pdf file containing a copy of an executed agreement as a defense to the formation or enforceability of this Agreement or any such agreement or instrument, and each such party forever waives such defense.


G. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

21. This Agreement is effective \_\_\_\_\_, 20\_\_\_\_\_.

Distributor and Company have entered into this Agreement through their duly authorized representatives on the dates set forth below.

**DISTRIBUTOR**

Agency Name (if applicable): \_\_\_\_\_  
(Please Print)

By: \_\_\_\_\_  \_\_\_\_\_  
(Signature) (Date)

Printed Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Acknowledged By:  
\_\_\_\_\_

Accepted:  
**MEDICO® INSURANCE COMPANY**  
**MEDICO® CORP LIFE INSURANCE COMPANY**  
**MEDICO® LIFE & HEALTH INSURANCE**  
**COMPANY**  
  
By \_\_\_\_\_  
Vice President of Sales