Independence Blue Cross

Please complete and return the following contracting pages to become appointed with Independence Blue Cross (IBC):

- Agent Information Sheet
- Independent Producer Agreement (p.1 and p. 16)
- W-9
- Signed Commission Schedule
- Assignment of Commission Form
- Assignment of Commission/Direct Deposit Authorization
- Insurance License
- Proof of E&O

Contracting can be returned via:
Fax: 412-561-6432
or
Email: contracting@neishloss.com

Should you have any questions, please contact us at **800-562-7733**. Thank you!

NEISHLOSS & FLEMING, INC.
AN INTEGRITY COMPANY

800-562-7733

**2275 Swallow Hill Rd.,
Bldg. 300,
Pittsburgh, PA 15220**

Carrier Onboarding Information Sheet

Agent

NEISHLOSS & FLEMING, LLC

AN INTEGRITY COMPANY

Please complete the information below to become appointed with Neishloss & Fleming, LLC. Carrier-specific contracting and certification links will be sent via email after receipt of information.

Should you have any questions throughout the onboarding process, please email contracting@neishloss.com or call 800.562.7733.

Agent Name:

Email: NPN:

NPN Search Tool

Business Phone: Fax:

Cell Phone: Permission to Text: ☐

Mailing Address:

Agent SSN: Agent DOB:

Appointment Type: ◯ Individual ◯ Corporation

Agency Name:

Agency TIN: Agency NPN:

NPN Search Tool

Upline Name:

Requested States:

Requested Carriers:

- ☐ Aetna MA & PDP
- ☐ Aetna Supplemental
- ☐ AFLAC (FE & MS)
- ☐ AmeriHealth/Caritas (DSNP)
- ☐ Anthem MA/MS
- ☐ BCBS of IL
- ☐ Cigna MAPD
- ☐ Cigna Supplemental
- ☐ Devoted
- ☐ FL Blues
- ☐ Geisinger
- ☐ Highmark ACA
- ☐ Highmark MA
- ☐ Highmark WholeCare
- ☐ Humana MA
- ☐ IBC/AmeriHealth (MA & MS)
- ☐ Medical Mutual of Ohio
- ☐ Molina
- ☐ Nat Gen
- ☐ Peak
- ☐ Physicians Mutual
- ☐ SureBridge
- ☐ UnitedHealthcare
- ☐ UPMC MA
- ☐ WellCare
- ☐ Zing

☐ I acknowledge that I have reviewed Neishloss & Fleming's terms and conditions.

Please note that ACH will be required for all commission payments effective December 1, 2024; commissions will no longer be paid via paper check. Voided check or ACH bank letter must be included with this request.

Assignment of Commissions
ACH Banking Information Form

NEISHLOSS & FLEMING, LLC

AN INTEGRITY COMPANY

Part A: Personal Information

Agent Name: NPN:

Payee Name (if different than above):

SSN or TIN (as it appears on W-9):

Commission Email:

Commission Address:

Part B: Bank Account Information

Action (please indicate):

○ New ACH Bank Set-Up ○ Update ACH Banking Info

Account Type (please indicate):

○ Checking ○ Savings

Routing Number:

Account Number:

A voided check or bank letter confirming account information is required. Please attach a copy to this packet or email directly to contracting@neishloss.com.

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

I give Neishloss & Fleming, LLC permission to automatically make commission payments to my bank account. This authorization will remain in force unless I cancel it or my bank account is closed.

Additionally, I will alert Neishloss & Fleming, LLC to any changes to banking information as soon as possible to prevent potential delay in commission payments.

Signature: Date:

Printed Name:

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . ________

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ________

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ________

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ________

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 for Part II, later.

Sign Here | **Signature of U.S. person** | **Date**

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

INDEPENDENT PRODUCER AGREEMENT

This INDEPENDENT PRODUCER AGREEMENT (this "Agreement") is made effective as of ______, __, ____ (the "Effective Date") by and between □e□s□loss □ □le□ □n□□LLC, a Independence Blue Cross (IBC) ("FMO") and the undersigned individual or entity whose name appears on the signature page hereto (the "Producer").

RECITALS

A. FMO is a field marketing organization, and Producer is engaged in the business of selling various insurance products.

B. Producer wishes to have access to certain insurance products offered by FMO, and FMO has agreed to provide such access, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FMO and Producer agree as follows:

SECTION 1 - DESIGNATION AND AUTHORITY

1.1 Appointment. Producer has been, or is expected to be, appointed by Independence Blue Cross ("Independence") offering the products listed in the Commission Schedule, which is attached hereto as **Exhibit A** and incorporated herein by reference, ("Independence Plans") to solicit applications for such Independence Plans in those states where both Producer and Independence are licensed.

1.2 Authority. This Agreement does not authorize Producer to act as an agent of FMO. Notwithstanding any other provision of this Agreement to the contrary, Producer is not authorized to, and shall not:

(a) bind coverage, issue any Independence Plan or alter, amend, waive or extend any rates, conditions or provisions thereof;

(b) accept an applicant into an Independence Plan;

(c) guarantee an effective date of coverage for any individual who applies for or purchases a Independence Plan (a "Policyholder" or "Eligible Medicare Beneficiary"), or advise an Eligible Medicare Beneficiaries in any manner other than that a proposed effective date will be submitted to the Centers for Medicare & Medicaid Services ("CMS") who will approve the effective date of coverage;

(d) misrepresent or omit facts in any application;

(e) modify or waive any Independence Plan provisions, any terms regarding enrollment, coverage or benefits, or any CMS-approved marketing materials that are obtained directly from Independence or indirectly from Independence through FMO;

(f) distribute any advertising, circular or promotional literature of Independence without prior approval of FMO and Independence;

(g) create or disseminate any communication or materials, hard copy or electronic, using FMO or Independence's name, logo, trademark, symbol, or service mark except upon prior written approval of FMO or Independence, as applicable;

(h) waive or extend the time of payment for any Independence Plan;

(i) waive any breach, violation or misrepresentation on the part of a Policyholder, or any rights or remedies of Independence or FMO;

(j) enter into any contract or incur any expense, debt or other obligation of any character involving Independence or FMO;

(k) represent that Producer has authority on behalf of FMO or Independence, or has any authority except as explicitly provided in this Agreement;

(l) represent Producer to be, or act or hold Producer out as, a spokesperson for Independence or FMO in any proceeding before, or inquiry by, any court or governmental or regulatory authority;

(m) represent or imply that an employer and employee relationship exists between FMO or Independence, on the one hand, and Producer, on the other hand;

(n) print, publish or use in any way any advertising or other material that includes the name of or refers to FMO or Independence, or that otherwise includes without providing such material to FMO or Independence, as applicable, and obtaining FMO's or Independence's advance written approval thereof;

(o) engage in any prohibited marketing activities;

(p) make any promise or representation to any Policyholder in connection with payment of any claim;

(q) sell, solicit or negotiate a Independence Plan in any state in which Producer is not licensed and appointed by Independence; or

(r) do any other act not expressly authorized by this Agreement.

SECTION 2 - RESPONSIBILITIES OF PRODUCER

2.1 Appointment of Subcontractors. Producer shall not have the right to appoint subcontractors to sell Independence Plans without FMO's prior written consent. Any subcontractors approved by FMO must agree to be subject to the same obligations as Producer under this Agreement.

2.2 Licensing. Producer represents that Producer is duly licensed to sell Independence Plans under the laws of each jurisdiction in which Producer has been appointed by the Independence to do so, and agrees to keep each such license in full force and effect during the term of this Agreement and to notify FMO in writing immediately of any termination, qualification, suspension or expiration of any such license. Producer shall act strictly in compliance with the laws of each jurisdiction in which Producer sells Independence Plans. Producer shall provide a copy of each of Producer's current license to FMO or Independence upon request. Producer shall attend and complete such training as may be required by applicable law or by Independence. Producer shall be responsible for maintaining such licenses and appointments through the term of this Agreement, and shall immediately notify FMO and Independence, in writing, if any license has lapsed or appointment revoked.

2.3 Underwriting and Actuarial Standards. Producer shall comply with, and shall take all reasonable steps necessary to comply with, Independence's underwriting and actuarial standards, as set forth in writing by Independence. Producer may not waive any provisions of Independence's underwriting and actuarial standards without Independence's express prior written authorization. Producer further shall comply with Independence's rules and regulations relating to the preparation of proposals and the completion and submission of applications for Independence Plans. As a material part of the consideration for the making of this Agreement by FMO, Producer agrees that Producer shall make no representations whatsoever with respect to the nature or scope of the Independence Plans sold, except through and by means of the written material either prepared and furnished to Producer by FMO for that purpose or approved in writing by FMO prior to use. Producer agrees to forward any and all questions about Independence's underwriting and actuarial standards to FMO. Producer understands and agrees that Independence, at its sole discretion, may change its underwriting and actuarial standards or its rules, regulations, practices and instructions relating to the preparation of proposals and the completion and submission of applications, including the right to limit, restrict or discontinue entirely the acceptance or writing of any Independence Plans at any time.

2.4 Applications. Producer shall review each application for an Independence Plan to ensure that the facts set forth by each applicant is true and correct. Producer shall not submit any information that the Producer knows or should reasonably know to be false or misleading. Producer shall deliver and explain to Eligible Medicare Beneficiaries the initial administrative forms, such as billing and enrollment materials as approved in advance by Independence. Producer shall ensure Eligible Medicare Beneficiaries sign forms and Producer returns complete and accurate forms in a timely manner in accordance with Independence procedures and CMS' requirements. Producer shall comply with all Independence and CMS requirements regarding the timely submission of enrollment materials and all such related materials, and shall submit all enrollment forms and, if applicable, scope of appointment forms.

2.5 Adverse Effect. Producer shall not conduct Producer's business in such a manner as to adversely affect the business, good standing or reputation of FMO or Independence.

2.6 Receipt of Funds. Producer shall not withhold any funds due to Independence. Producer shall hold any and all such payments in a fiduciary capacity and shall hold and transmit such funds in accordance with instructions from FMO or Independence.

2.7 Independent Contractor. Producer shall act solely as an independent contractor in relation to FMO and Independence and, as such, shall control in all matters Producer's time and effort in the placement of the Independence Plans offered hereunder. Nothing herein contained shall be construed to create the relationship of employer/employee or principal/agent or create a partnership or joint venture between Producer, on the one hand, and FMO or Independence, on the other hand.

2.8 Errors & Omissions Insurance. Producer shall maintain during the entire term of this Agreement an errors and omissions liability insurance policy of not less than $100,000 per occurrence and an aggregate amount of $1,000,000 or such higher amount as required by Independence or FMO.

2.9 Reporting. When and as reasonably requested by Independence or FMO, Producer shall promptly prepare and transmit certain reports to the requestor. Such reports may include, without limitation, reports of information necessary for FMO or Independence to comply with laws, rules or regulations or with the requirements of the Independence Plans themselves. Producer shall use reasonable efforts to cooperate with FMO or Independence in the event that FMO or Independence is audited by federal, state or local governmental authorities.

2.10 Compliance. Producer shall comply with all applicable state and federal laws, including without limitation laws relating to confidentiality, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Violent Crime Control And Law Enforcement Act of 1994. Further, Producer shall comply with all applicable current policies and guidelines of FMO and Independence including, without limitation, policies relating to electronic commerce, confidentiality and account reporting. In furtherance of this provision, Producer hereby represents and warrants that Producer has read and acknowledged the HIPAA Addendum attached hereto as **Exhibit B,** the Medicare Administrative Services Addendum attached hereto as **Exhibit C**, and the Code of Ethics, attached hereto as **Exhibit D**, each of which is incorporated herein by reference.

SECTION 3 - COMPENSATION

3.1 Assignment of Commission to FMO. Producer agrees to assign any and all commissions related to the enrollment of Eligible Medicare Beneficiaries into Independence Plans to FMO. FMO shall pay commissions to Producer according to the terms of this Agreement; *provided, however*, that nothing in this Agreement shall be construed to violate the CMS Marketing Guidelines nor shall this Agreement violate the terms and conditions of the Field Marketing Organization Agreement between FMO and Independence. If there is any conflict between this Agreement and the aforementioned agreement between FMO and Independence, Producer agrees and that this Agreement shall be amended to adhere to CMS regulations and the terms and conditions of such agreement. Producer acknowledges and agrees that with respect to individual sales of Independence's Plans, Independence will pay commissions on those sales only to FMO and FMO alone is solely and severally liable for payment of any applicable commissions to Producer who has entered a compensation agreement with FMO. Independence is not a party to any of the compensation agreements among and between FMO and Producer. Independence shall not be liable for any errors, omissions, or breaches under the terms and conditions of any compensation agreements among and between FMO and Producer nor shall Independence be liable for any payment of commissions to Producer even if FMO fails to pay commissions due to Producer under the terms of any compensation agreements among and between FMO and Producer.

3.2 Assignment of Commission to General Agency. Producer agrees to assign any and all commissions to the general agency who employs or contracts with the Producer (the "General Agency"). General Agency will provide FMO with written documentation that each General Agency's Producer has assigned any and all commission related to the enrollment of Eligible Medicare Beneficiaries into Independence to General Agency. For the Producers who have assigned their commission to General Agency, FMO shall pay General Agency and General Agency's downline Producers shall be compensated by General Agency according to the Commission schedules in the Agreement, unless the downline Producer has agreed with General Agency in writing to an alternative compensation methodology or amount in compliance with applicable law. FMO reserves the right to pay the Producer directly if the General Agency fails to compensate the Producer.

3.3 Compensation. FMO shall pay Producer compensation on business Producer sells under this Agreement in the form of commissions as described in the attached Commission Schedule. To the extent any sales level is not involved in the sale of Independence Plans, the commission payable to such sales level shall roll-up and be payable to the next higher sales level. FMO shall pay Producer the net amount of commission payable on this schedule less any commissions paid at a lower level for the sale of an Independence Plan. FMO or Independence has the right to change the commission rates, terms and conditions of the Commission Schedule at any time by giving Producer written notice. Any such change shall apply to policies with initial effective dates on or after the date of such change. FMO shall provide Producer with a statement of account and remittance for any amount due, at reasonable intervals. Producer acknowledges that any Independence Plan may be modified or discontinued by Independence, and the modification or discontinuance of an Independence Plan may include, without limitation, the discontinuance of payment of the Commission associated therewith. Subject to Section 3.5 and Section 5 hereof, for renewal commissions received by FMO from Independence on business sold by Producer during the term of this Agreement, Producer is entitled to continue to receive commissions at the applicable rates agreed upon in the Commission Schedule.

3.4 Refunds. Producer shall promptly refund to FMO any commission that was paid to Producer on canceled or rescinded Independence Plans, as well as on reductions or refunds in premiums or other payments, at the same rate at which such commission was originally paid to Producer. All such refunds shall be refunded no later than fifteen (15) days after request for payment is made by FMO. In lieu of receiving a refund, FMO may offset such amounts against any sum owing to Producer by FMO.

3.5 Limitations on Payment. Commissions shall be payable as follows:

(a) Commissions on Independence Plans successfully solicited by a Producer shall be payable only for so long as: (i) the Policyholder maintains the Independence Plan with Independence; and (ii) Producer remains the "Producer of Record" for the individual Policyholder, as recognized by Independence.

(b) If this Agreement is terminated without cause, commissions shall continue to be paid subsequent to the date of termination as long as (i) the requirements of Section 3.5(a) above are met and (ii) none of the occurrences described in Section 8.2(a) exist.

(c) If this Agreement is terminated pursuant to Section 8.2(a) hereof, any commission that has been processed through the commission system as of the date of termination shall be paid to the Producer, the executor or administrator of Producer's estate, or to the assigns of Producer, as applicable. No other commissions are payable to Producer or Producer's estate.

(d) Producer shall not assign, transfer, promise or pay all or any portion of any commissions, or make or promise any payment in respect thereof, without FMO's prior written approval.

3.6 Errors. Notwithstanding the terms of Section 5 below, in the event that an error is made in the calculation and/or payment of commissions under this Agreement, regardless of who made the error or the reason for the error, the correction of the error requiring payments to Producer or recovery of payments from Producer shall be made retroactively from the date the error was discovered. This Section shall not limit in any way FMO's right to collect any indebtedness of Producer to FMO, through offset of commissions or otherwise, for reasons other than an error in calculations or payments.

3.7 Expenses. Producer shall bear all expenses necessary to the performance of Producer's duties and obligations pursuant to this Agreement, including, without limitation, all state, local and municipal fees, taxes or other charges (including occupational and privilege taxes), office supplies, office space and support services. Producer shall be solely responsible for compensating Producer's employees and for Producer's own tax withholdings, workers' compensation and liability insurance, and health and welfare benefits.

3.8 Frequency of Payments. FMO will pay commissions within fourteen (14) days of receipt of payment from Independence. Commission payments from Independence to FMO are processed after confirmation of accretion by CMS and effective date of coverage on the plan. Commissions of less than $100.00 will accrue to the next statement. FMO will pay commission related to Independence's Medicare Supplement sales yearly commission once per month within 14 days of receipt of payment from Independence.

3.9 Chargebacks. Independence may charge back commissions to FMO for a variety of reasons including but not limited to: rapid disenrollment of the member, early termination of the member, corrections of commissions paid to FMO in error, etc. In cases where Independence charges back commissions to FMO, FMO will charge back all or a portion of commissions previously paid to Producer. Producer agrees to promptly repay any debit balances which may accrue due to charge backs to the Producer account by FMO.

SECTION 4 - RIGHTS RESERVED TO FMO

FMO or Independence, as applicable, may in its sole discretion, do the following:

4.1 Reject Applications. Independence may reject any and all applications submitted by Producer, in a manner consistent with applicable state and federal law.

4.2 Cancel or Discontinue Independence Plan. Independence may cancel or non-renew any Independence Plan, consistent with applicable state or federal law, by giving the Policyholder written notice thereof. Independence may change the name or carrier of a Independence Plan or discontinue offering certain Independence Plans and/or products at its sole discretion.

4.3 Continuation. Upon termination of this Agreement, FMO or Independence may continue to provide insurance services to any and all Policyholders.

4.4 Communication. FMO or Independence may communicate directly with any Policyholder whenever it deems necessary or appropriate.

4.5 Recognition and Appointment. FMO or Independence may refuse to appoint Producer or do business with any subcontractors of Producer, or refuse to recognize a Producer of Record letter for any reason in its sole discretion.

4.6 Changes. FMO or Independence may amend, restate, cancel or otherwise modify, without prior notice to Producer, any or all of its rules, regulations, Independence Plans, procedures or guidelines, as applicable.

4.7 Aggregating Business. FMO or Independence may determine whether Producer can aggregate its business with another Producer for any purpose under this Agreement, including, without limitation, cases where a Producer has merged its business into another, has formed a general or limited partnership or has entered into a joint venture.

SECTION 5 - INDEBTEDNESS; LIEN; OFFSET

Producer hereby agrees that any indebtedness of Producer to FMO or Independence is due and payable on demand and shall create a first lien on all commissions, or other amounts due or owing to Producer, that has been paid or is payable to Producer, to secure such indebtedness. Producer hereby agrees that any such indebtedness not fully paid when due shall vest the creditor with the authority and power to offset such indebtedness against commissions or other amounts due Producer from such creditor, and to seek all legal and equitable remedies against Producer in furtherance thereof.

SECTION 6 – MARKETING, MARKETING MATERIALS, INDEPENDENCE PLAN FORMS, TRAINING AND SERVICE MARKS

6.1 Marketing Activities. All marketing activities of Producer shall be conducted in accordance with Medicare laws and regulations and will be pre-approved, in writing, by Independence. Producer agrees that all marketing activities shall be conducted in accordance with Medicare laws and regulations and will be approved, in writing by Independence. Producer agrees to strictly comply with Independence's policies and procedures and all applicable federal and state laws, rules and regulations (including but not limited to anti-kickback statues, false claims acts and fraud and abuse statutes and/or regulations) relating to promoting the Independence Plan to Eligible Medicare Beneficiaries. Producer shall not provide gifts, including gifts of nominal value, to Eligible Medicare Beneficiaries, unless provided by Independence in accordance with applicable laws. Producer shall comply with all applicable provisions of Independence's Corporate Compliance Program, including, without limitation, the Code of Ethics, attached hereto as **Exhibit D**.

6.2 Materials. FMO or Independence shall supply promotional materials and applications for Independence Plans and shall determine all Independence Plan forms and rates to be used in connection with performance under this Agreement. Producer agrees to use only such materials, applications, Independence Plan forms and rates. Producer shall not alter, modify or amend any such promotional materials, applications, Independence Plan forms or rates. In addition, no circular, advertisement, letterhead, telephone directory advertisement or other matter or material that includes the name of or refers to FMO or Independence or the Marks (as defined below) shall be printed, published or used in any way by Producer unless FMO has given advance written approval thereof. Producer agrees to only utilize CMS-approved marketing materials that are obtained directly from Independence or indirectly from Independence through FMO. Producer shall not make representations with respect to the nature or scope of the benefits of enrollment in the Independence Plan except in conformity with the written guidelines and marketing materials furnished by Independence to FMO and its Producers for that purpose. These written guidelines specifically include, without limitation: (i) Title 42 of the Code of Federal Regulations Parts 417, 422 and 423 Medicare Program; Revisions to the Medicare Advantage and Prescription Drug Benefit Programs; Final Rule; (ii) CMS' Medicare Marketing Guidelines for Medicare Advantage Plans, Prescription Plans and 1876 Cost Plans and any and all updates, revisions and additional thereto and (iii) such other written guidelines and marketing materials that may be issued by CMS or other applicable regulatory agencies or otherwise be established by Independence and, in the case of those established by Independence, provided to FMO and Agent directly (collectively, the "Marketing Guidelines"). By entering into this Agreement, Producer is acknowledging that Producer has received, read and understands the Marketing Guidelines, and will comply with said Marketing Guidelines.

6.3 Training. Producer will complete the training required by Independence, or as may be required by FMO, for the promotion and marketing of the Independence Plan, and shall read and understand the Marketing Guidelines and will comply with all policies therein prior to selling the Independence Plan.

6.4 Service Marks. Producer understands and agrees that all right, title and interest in and to any service marks, copyright, patent, trademark or other intellectual property rights of FMO or Independence (collectively, the "Marks") are the property of or licensed to FMO or Independence. Producer, Producer's subcontractors and employees receive no rights, title or interests in or to the Marks except as expressly set forth herein. Producer shall not (i) use, modify or alter the Marks or (ii) alter, destroy or otherwise remove any proprietary notices or labels containing the Marks in any manner without the prior written consent of FMO.

6.5 Telemarketing. FMO does not control how or where Producer obtains leads or how Producer chooses to contact leads. FMO does not use (and does not engage others to use on its behalf) any automatic telephone dialing system, autodialer, spam text, prerecorded message, artificial voice calls, or telemarketing service, in the production or generation of leads or otherwise in connection with its business. In connection with Producer's activities pertaining to the marketing and sale of Independence Plans that involve FMO in any way (including any use of FMO's trademarks, website, CRM system, leads, or training, and/or commissions or other compensation paid from Indepdendence to Producer), Producer agrees that Producer will not: (i) use (or engage others to use on Producer's behalf), any automatic telephone dialing system, autodialer, spam text, prerecorded message, artificial voice calls, or telemarketing service; (ii) purchase or use leads that have been generated using any automatic telephone dialing system, autodialer, spam text, prerecorded message, artificial voice calls, or telemarketing service; (iii) contact any leads without proper consent and/or without first ensuring that the lead's telephone number is not listed on the National

Do-Not-Call Registry and/or any applicable state do-not-call registry; (iv) contact, generate, or use leads or any other materials in any way that violates any federal or state law including, but not limited to, the Telephone Consumer Protection Act of 1991 ("TCPA"), the Telemarketing Sales Rule ("TSR"), and/or any other state or federal telemarketing statute law; or (v) sell any leads.

SECTION 7 - ASSIGNMENT

No assignment or other transfer of any rights, title or interest in or to this Agreement, or of any benefit accruing under this Agreement (including the assignment of commission), in whole or in part, by Producer shall be valid and any such attempted assignment or transfer shall be void without the prior written consent of FMO. FMO reserves the right to cancel any consent to an assignment previously given, upon notice to the assignor and the assignee. FMO reserves the right to assign its rights, title or interest in this Agreement, or any benefit accruing hereunder, in whole or in part. Each assignor shall ensure that any assignee of rights or benefits under this Agreement shall be subject to all of the terms and provisions of this Agreement prior to making such pre-approved assignment effective.

SECTION 8 - TERMINATION

8.1 Without Cause. Except as otherwise provided, either party hereto may terminate this Agreement or any business segment under this Agreement without cause by providing fourteen (14) days written notice of termination to the other party, unless such greater timeframe within which to provide such notice of termination is required under the applicable agreement between FMO and Independence.

8.2 For Cause. This Agreement, and any commissions payable hereunder, may be terminated immediately by FMO for cause without giving prior notice to Producer for any of the following occurrences:

(a) If Producer is a natural person, the death or total disability of Producer;

(b) Producer's breach of any of the terms of this Agreement;

(c) Revocation or suspension of any of Producer's licenses by any applicable state department of insurance or other governing regulatory authority;

(d) Producer's withholding, converting or misappropriating any monies, Independence Plans, receipts or property belonging to FMO, Independence, or an applicant for insurance;

(e) Producer's commission of a fraudulent, illegal, deceitful or dishonest act as determined by FMO, including, but not limited to, failing to provide truthful, accurate and relevant medical information obtained with respect to an applicant for insurance;

(f) Producer's violation of the laws, regulations or rules of any jurisdiction in which Producer operates, or of any governmental authority exercising jurisdiction over Producer;

(g) Producer's violation of any rule, Independence Plan, procedure or guideline of FMO or Independence;

(h) Producer's commission of any act in the conduct of its insurance business that adversely affects FMO's or Independence's business or reputation, as determined by FMO in its sole discretion; or

(i) Producer intentionally or systematically induces a Policyholder to terminate or cancel a Independence Plan or Independence Plans.

Any such termination shall be effective as of the date indicated in such notice.

8.3 Remedy of Breach. In the event of a breach of this Agreement by FMO, Producer shall give written notice of such breach to FMO, and this Agreement shall terminate thirty (30) days after the date of such notice, unless FMO has remedied the breach prior to expiration of the thirty (30) day period.

8.4 Effect. Termination of this Agreement shall not affect any duties, obligations or liabilities incurred prior to termination, except as otherwise provided in this Agreement. Neither party shall, solely by reason of its rightful termination of this Agreement, be liable to the other for any damages of any nature, whether direct, incidental, consequential, punitive or otherwise.

8.5 Continued Service by Producer. Upon termination of this Agreement without cause pursuant to Section 8.1, Producer shall, if directed by FMO, continue to service properly any Independence Plans that were issued prior to the effective date of termination in a manner that does not adversely affect the business or reputation of FMO.

8.6 Action upon Termination. In the event of any termination of this Agreement for cause or without cause, Producer shall, unless otherwise directed by FMO:

(a) immediately cease all marketing activities provided for hereunder, including soliciting applications for Independence Plans; and

(b) within thirty (30) days after termination of this Agreement, transfer to FMO, at Producer's expense, all property belonging to FMO and Independence and all materials, books, accounts, correspondence, and records relating to this Agreement, including, without limitation, sales brochures and other items bearing any of the Marks and any copies thereof.

8.7 Survival. The provisions of Articles 2, 3, 5, 6, 8, 9, 10, 11, 12 and 13, and any other provisions which, by their nature, survive the termination of this Agreement, shall survive the termination of this Agreement, to the extent applicable.

SECTION 9 – BOOKS AND RECORDS

9.1 Maintenance. Producer shall maintain at its principal office adequate books and records in regard to files and records concerning this Agreement and books and records of compensation of its downline agents, and all transactions between Producer and its subcontractors, FMO, Independence and Policyholders. Producer shall comply with all other requirements set forth in the Medicare Administrative Services Addendum. During regular business hours and upon reasonable notice or demand, FMO and Independence shall have access to and the right to audit all information and records related to commission compensation performed by Producer and services rendered by Producer pursuant to this Agreement. This right shall survive the termination of the Agreement and shall continue so long as Producer has a legal obligation to maintain such records. These books and records shall be maintained in accordance with prudent standards of insurance record keeping, which shall, in no event, be less than is required by applicable state or federal law.

9.2 Retention. Producer shall maintain and may not destroy any and all such books, accounts and records and the same shall be subject to audit and inspection by Independence, FMO or its/their duly authorized representative(s) at all times while this Agreement is in force and for the later of (a) the first three (3) consecutive years after termination of this Agreement or (b) as long as Producer has a legal obligation to maintain such records.

Independence or FMO may at any time make copies of or take extracts from such books, accounts and records as it may deem necessary.

SECTION 10 - INDEMNIFICATION

Each party hereto agrees to indemnify and hold the other party harmless from and against any and all claims, demands or causes of action whatsoever to the extent resulting from or arising out of any act, error or omission on the part of the indemnifying party's officers, agents, representatives or employees in breach of this Agreement. Producer further agrees to indemnify and hold harmless Independence from any claim, suit, cost or expense, of any kind, including but not limited to the costs of defense incurred by Independence as a result of any actions or omissions by FMO or Producer in connection with its performance of the terms and conditions of any compensation agreement among and between FMO and/or Producer, including but not limited to (i) breach of FMO obligations under the applicable compensation agreement, and/or (ii) allegations, judgments, findings or determinations that Independence is vicariously liable for such actions or omissions by FMO and/or Producer, (iii) allegations, judgments, findings or determinations that Independence is liable, directly or vicariously, for failure to oversee FMO's and/or Producer's compliance with the terms, conditions and obligations under the applicable compensation agreement or the law, (iv) allegations that FMO has not paid any commissions or other amounts due or allegedly due, and/or (v) allegations that Independence is responsible for any commission payments or other payments to any third parties under any applicable compensation agreement.

SECTION 11 - CONFIDENTIAL AND PROPRIETARY INFORMATION

11.1 Confidential Information. Producer recognizes that in the performance of its obligations under this Agreement, it may be in possession of member protected health information. Producer may be required to enter into one or more Business Associate Agreements that describe the rules and restrictions regarding the use or disclosure of member protected health information. Producer further recognizes that in the performance of its obligations under this Agreement, Producer may be in the possession of other information that is required to remain confidential and restricted from certain disclosure and use by applicable state or federal law, including, without limitation, the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq. and state-specific adoptions thereof, and does so hereby agree to maintain such information in accordance therewith.

11.2 Proprietary Information. Producer recognizes that in the performance of its obligations under this Agreement, it may be in possession of FMO's or Independence's proprietary information including, but not limited to, trade secrets, financial data, marketing strategy and provider data ("Proprietary Information"). Producer agrees that Proprietary Information may not be used or disclosed by Producer without the written consent of the owner of the Proprietary Information. Producer recognizes that a confidentiality and indemnification agreement is required to be signed before Producer is provided with Proprietary Information.

11.3 Producer Employees. Producer shall ensure that its employees understand the confidential nature of the information described in this Section and abide by the terms set forth regarding protection of such information.

SECTION 12 - INVESTIGATION AND CORRECTIVE ACTION OF PRODUCER

12.1 Producer acknowledges and agrees to cooperate with FMO and Independence on the submission of all licensure and background information in a timely and accurate manner. This includes, without limitation, but is not limited to the submission of all information by agent via a web based implementation and monitoring tool. Producer further agrees to comply and cooperate with Independence in the timely investigation and response to any complaints received by FMO, Independence or CMS from any Eligible Medicare Beneficiary, enrollee or prospective enrollee.

12.2 Producer authorizes FMO or Independence, in its sole discretion, to: (a) conduct an investigation relating to Producer's background and qualifications including, without limitation, reviewing criminal, education, and state insurance records; and (b) monitor Producer's performance through (i) outbound verification calls, (ii) examination of Producer's rapid disenrollment and cancellation frequencies, and (iii) any other lawful means chosen by FMO or Independence.

12.3 Producer further agrees to notify FMO immediately, but no later than within three (3) days, of any and all actions regarding Producer's non-compliance with any of the policies and procedures of FMO or Independence, and/or non-compliance with Medicare Marketing Guidelines, and/or non-compliance with applicable laws.

12.4 Producer agrees that FMO or Independence is an intended third party beneficiary of this Agreement and that should Producer violate this Agreement or any provision of the Agreement or Independence contract then FMO or Independence shall have the right to terminate Producer's Agreement with FMO under the terms and conditions of this Agreement.

SECTION 13 - NOTICES

All notices required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed to be delivered if sent by confirmed e-mail, mailed to the other party via first class United States mail, postage prepaid, return receipt requested, or delivered by overnight courier (e.g., UPS or FedEx) at the physical address or e-mail address indicated in this Agreement or at such other address or e-mail address as that party may have designated in writing. Any such notice shall be deemed to have been given on delivery (which, in the case of delivery by United States mail, shall be on the date noted on the return receipt). Addresses are as follows:

FMO:	□e□s□loss □ □le□ □n□□LLC □□□ □ec□nolo□□Dr□ Su□e □□□□ C□nons□ur□□P□ □□□□□ _______________
Producer:	Producer's address (as currently shown in records of FMO)

SECTION 14 - MISCELLANEOUS

14.1 Entire Agreement; Headings. This Agreement is the entire agreement of the parties with respect to its subject matter and supersedes any and all previous agreements (including previous Commission Schedules) and any and all prior representations and statements of the parties, whether written, oral, or implied. Headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

14.2 Void Provisions. If any provision of this Agreement shall be held void, illegal, or unenforceable, the validity of the remaining portions, shall not be affected thereby.

14.3 Governing Law. The laws of the state of [__________] shall govern the validity, construction, interpretation and effect of this Agreement and any disputes pertaining hereto shall be adjudicated in the federal, state and/or local courts.

14.4 Binding. This Agreement shall be binding upon the administrators and executors, successors and permitted assigns of the parties hereto.

14.5 Waiver. The failure of any party to enforce or insist upon compliance with any provision of this Agreement shall not be construed as or constitute a waiver of the right to enforce or insist upon compliance with such provision or any other provision hereto; either currently or in the future.

14.6 Amendments. No additions, amendments, modifications or waivers of any of the provisions of this Agreement shall be valid unless in writing and signed by a duly authorized officer of FMO.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Independent Producer Agreement as of the date first written above.

FMO:

______________________________,
a _____________________________________

By: ____________________________________
Name: ______________________________
Title : ______________________________

PRODUCER:

By: ____________________________________
Name: ______________________________
Title: ______________________________

[Signature Page to Independent Producer Agreement]

COMMISSION SCHEDULE

EXHIBIT B

MEDICARE ADMINISTRATIVE SERVICES ADDENDUM

WHEREAS the parties adopt this Medicare Administrative Services Addendum ("Medicare Addendum") to the Agreement to comply with the requirements of the Medicare regulations at 42 C.F.R. Parts 422 ("Part C") and 423 ("Part D"), to the extent that Producer performs Medicare administrative services on behalf a Medicare Advantage Plan or a Prescription Drug Plan ("Plan").

Delegated Activities. Plan delegates to Producer and Producer shall provide Medicare administrative services, as listed in the Agreement. Producer acknowledges and agrees that Plan may only delegate activities or functions to Producer in a manner consistent with the requirements set forth as applicable in 42 C.F.R. §§ 422.504(i)(4) and 423.505(i)(4); 42 C.F.R. §§ 422.504(i)(3)(ii), 423.505(i)(3)(ii). Producer agrees that (i) the performance of the Delegated Activities and responsibilities thereof shall be subject to monitoring on an ongoing basis by Independence; and (ii) in the event that Independence or CMS determine that Producer has not satisfactorily performed any Delegated Activity or responsibility thereof in accordance with the CMS Contract, applicable laws and regulations and CMS instructions, then Independence shall have the right, at any time, to revoke the Delegated Activities by terminating the Agreement in whole or in part, and shall have the right to institute corrective action plans or seek other remedies or curative measures as contemplated by the Agreement. Producer shall not further delegate any activities or requirements without prior written consent of Independence.

1. Consistency with CMS Contract. Producer shall perform the services in a manner that complies with and is consistent with Plan's contractual obligations relating to performance of Medicare administrative services. 42 C.F.R. §§ 422.504(i)(3)(iii), 423.505(i)(3)(iii).

2. Accountability. Producer acknowledges and agrees that the Plan is required to monitor the performance of Producer on an ongoing basis and that the Plan maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of the CMS Contract. 42 C.F.R. §§ 422.504(i)(1), 422.504(i)(4)(iii), 423.505(i)(4)(iii), 423.505(i)(1).

3. Laws, Regulations and CMS Requirements. Producer represents and agrees that, throughout the term of the Agreement, Producer shall comply with the following Laws and requirements, in each case to the extent applicable to Producer's performance of the services: (i) all applicable Medicare statutes and regulations and CMS guidance, instructions and requirements; (ii) HIPAA and the HITECH Act, to the extent provided in the HIPAA Addendum attached to the Agreement; (iii) all other applicable Federal Laws. 42 C.F.R. §§ 422.504(i)(4)(v), 423.505(i)(4)(iv).

    a. Fraud and Abuse. Producer shall comply with Federal Laws designed to prevent fraud, waste, and abuse, including applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. § 3729 et seq.), and the Anti-Kickback statute (42 U.S.C. § 1320a-7b(b)). 42 C.F.R. §§ 422.504(h)(1), 423.505(h)(1).

b. Excluded Persons. Producer represents as of the effective date of the Agreement that neither it, nor any of its employees, members of its board of directors, officers, or Medicare subcontractors have been excluded from participation in the Medicare program or any other Federal Health Care Program or criminally convicted or has a civil judgment entered against it for fraudulent activities.

   Producer shall contractually require its Medicare subcontractors to ensure that their employees are not excluded from participation in the Medicare program or any other Federal Health Care Program.

   Producer must check appropriate databases to determine whether any of its employees, members of its board of directors, or officers or Medicare subcontractors has been excluded from participation in the Medicare program or any other Federal Health Care Program. These databases must be checked during the Term not less than monthly. Producer shall also check appropriate databases prior to when any of its employee, members of its board of directors, or officers commence their employment, directorship or ownership of Producer. 42 C.F.R. §§ 422.503(b)(4)(vi)(F), 422.752(a)(8), 423.504(b)(4)(vi)(F), 423.752(a)(6), 1001.1901. Databases include the General Services Administration's Excluded Parties List System and the OIG Exclusion List. Producer shall notify Plan immediately in writing if Producer determines that any of its employees, members of its board of directors, or officers are suspended or excluded from the Medicare program or any other Federal Health Care Program or if criminally convicted or has a civil judgment entered against it for fraudulent activities.

   Producer shall notify FMO immediately in writing if Producer determines that any of its employees, temporary employees, volunteers, consultants and members of its board of directors, officers or Medicare subcontractors are suspended or excluded from the Medicare program or any other Federal Health Care Program. Producer agrees that it is subject to 2 CFR Part 376 and shall require its employees, members of its board of directors, officers and Medicare subcontractors to agree that they are subject to 2 CFR Part 376.

c. Compliance with Independence's Obligations, Policies and Procedures. Producer agrees to comply with the Independence policies and procedures applicable to its Independence Plans, to the extent applicable to the services Producer is providing under the Agreement.

4. Confidentiality and Accuracy of Records. Producer agrees to abide by all Federal and state Laws regarding confidentiality and disclosure and shall treat all enrollees' health and enrollment information, including any medical records or mental health records as confidential in accordance with the provisions of the Agreement, and comply with all applicable Laws regarding the confidentiality and disclosure of such health and enrollment information. Producer shall maintain such health and enrollment information

in an accurate and timely manner and ensure timely access to such records and information by enrollees, all as set forth in the Agreement. 42 C.F.R. §§ 422.118, 422.504(a)(13), 423.136, 423.505(b)(14).

5. Inspection and Audit. Producer shall permit CMS, HHS, the Comptroller General, or their designees, to inspect, evaluate, and audit any of Producer's books, contracts, medical records, patient care documentation, documents, papers, and other records pertaining to any services provided under the Agreement. This right to inspect, evaluate, and audit shall extend ten (10) years from the expiration or termination of the Agreement or completion of final audit, whichever is later, unless otherwise required by applicable Law. 42 CFR §§ 422.504(i)(2)(i) 423.505(i)(2) 423,505(e)(2). Producer shall permit the Plan to monitor and audit Producer's policies, procedures and systems at reasonable times under reasonable circumstances to ensure compliance with all applicable Medicare laws, regulations and CMS instructions. Producer acknowledges that Plan is required to undertake appropriate corrective actions in response to potential deficiencies, noncompliance, or FWA. 42CFR§§422.503(b)(4)(vi)(G), 423.504(b)(4)(vi)(G), 42 CFR§§422.503(b)(4)(vi)(G), 422 CFR 423.504(b)(4)(vi)(G). If Producer is subject to a corrective plan of action ("CAP"), Producer shall comply with the CAP as set forth in the Agreement. Producer will complete the Plan's Medicare Advantage (Part C and/or Part D) Compliance Attestation for Downstream Entities on an annual basis, if required.

6. Contracts with Downstream Entities. The following provisions also apply to Producer's delivery of the services:

    a. Producer shall contractually obligate any contractors and subcontractors Producer utilizes in the delivery of the services to comply with all applicable Laws, for which Producer has a compliance obligation under this Medicare Addendum. 42 C.F.R. §§ 422.504(i)(4)(v), 423.505(i)(4)(iv).

    b. Producer shall not hold enrollees liable for any amounts that are the legal obligation of the Plan. 42 C.F.R. §§ 422.504(i)(3)(i), 423.505(i)(3)(i).

    c. Producer shall contractually obligate any contractors, and subcontractors Producer utilizes in the delivery of the services to comply with the same conditions and restrictions that are applicable to Producer under this Medicare Addendum. 42 C.F.R. §§ 422.504(i)(3)(iii), 423.505(i)(3)(iii).

    d. Producer shall not subcontract for Part C and/or Part D activities outside the jurisdiction of the United States ("offshore subcontractor"), without Plan's prior written approval. In the event that Producer intends to contract for any Medicare Part C and/or Part D activities with an offshore subcontractor that relates to Member PHI, Producer must obtain the prior written approval of the Plan. Failure to do so may result in the immediate termination of the Agreement.

7. Termination of Agreement for Breach. Producer acknowledges and agrees that a breach

of this Medicare Addendum shall be considered a breach of the Agreement. For purposes of the Medicare Addendum, a determination by CMS or Plan that Producer has not satisfactorily performed its delegated obligations under the Agreement constitutes a breach. 42 C.F.R. §§ 422.504(i)(4)(ii), 423.505(i)(4)(ii).

8. Additional Contract Terms Required by CMS. This Medicare Addendum shall automatically amend to include terms and conditions necessary to address additional contract terms required by CMS. 42 C.F.R. §§ 422.504(j), 423.505(j).

9. Acknowledgment. Producer acknowledges that Producer has read and will comply with this Medicare Administrative Services Addendum.

EXHIBIT C

HIPAA ADDENDUM

1. Producer acknowledges that pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the United States Department of Health and Human Services has promulgated regulations relating to the privacy of individually identifiable health information, protected health information (“PHI”) and the security of such information when transmitted by electronic means and further that such regulations may require that contracts contemplating the collection of individually identifiable health information and/or the transmission of such information electronically include certain provisions.

2. Producer, its sub-agents and employees (collectively, “Subcontractor”) acknowledge that as a result of its relationship with FMO and Independence, it may create, have access to or receive confidential PHI including, but not limited to, social security numbers, medical records and other individual member identifying information. Subcontractor agrees to comply with the terms and requirements included in this section below:

   (a) will not use or further disclose PHI other than as permitted or required by law;

   (b) will use or disclose PHI to perform functions, activities, or services for, or on behalf of, FMO and/or Independence, provided that such use or disclosure would not violate the minimum necessary and/or Limited Data Set requirements of HIPAA or the minimum necessary policies and procedures of FMO or Independence;

   (c) will protect and safeguard from any oral and written disclosures of all confidential information, both medical and financial, regardless of how such information is stored, with which it may come into contact;

   (d) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law;

   (e) Will document such disclosures of PHI and information related to such disclosures as would be required for FMO or Independence to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and will shall make such documentation available to upon request;

   (f) Will agree to comply with the determination of a request for restriction to the Use or Disclosure of Protected Health Information and/or determination of a request for alternative methods of confidential communication pursuant to 45 C.F.R § 164.522 at the request of FMO or Independence, and in the time and manner mutually agreed to by the parties, but no later than ten (10) business days. If Subcontractor receives a request for restriction to the Use or Disclosure of Protected Health Information and/or request for alternative methods of confidential communication directly from an Individual, Subcontractor shall forward such request to FMO within five (5) business days.

(g) will ensure that all of its subcontractors, subagents and employees, which may have contact with PHI, agree to all of the same restrictions and conditions to which Subcontractor is bound;

(h) will report to FMO and Independence any unauthorized use or disclosure of PHI immediately upon becoming aware of it;

(i) will comply with all applicable laws and regulations specifically including the privacy and security standards of HIPAA (45 C.F.R. Parts 160-164), Title V of the Gramm-Leach-Bliley Act (15 U.S.C.§ 6801 et seq.), applicable provisions of the Health Information Technology for Economic and Clinical Health Act as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”), and any applicable state legislation and regulations, as amended from time to time.

3. Producer further agrees to cooperate and successfully complete any required HIPAA training requested and offered by Independence or its designated vendor.

4. Producer acknowledges that Producer has read and will comply with this HIPAA Addendum.

EXHIBIT D

CODE OF ETHICS

FMO and Independence are committed to providing the best value and service to its members and potential members. To achieve this goal, FMO and Independence depend on all persons representing it to exhibit outstanding ethics and integrity. Producer hereby represents and warrants that it will comply with this Code of Ethics, all CMS regulations, and all state laws as an expression of personal commitment to honest marketing practices and recognizes that any violation of this Code of Ethics will subject Producer to termination and/or possible legal action as specified in both state and federal guidelines. FMO is agreeing to this Code of Ethics on its own behalf and on behalf of any downstream Producers working within its sales hierarchy and FMO will supply a copy of this Code of Ethics to all downstream Producers working within its sales hierarchy.

Producer soliciting Eligible Medicare Beneficiaries for Independence Plans shall, at all times:

- conduct themselves professionally, giving courtesy and dignity;
- display respect for the rights and reasonable requests of prospective enrollees;
- conduct all marketing activities according to CMS and Independence marketing standards and guidelines;
- comply with all CMS regulations and applicable state and federal laws;
- base their presentations on the merit and quality of the respective products;
- give clear and accurate information regarding Independence Plans;
- make certain that all information on the enrollment application is complete, accurate, and legible;
- observe the Independence policy of non-discrimination by reason of race, creed, color, sex, age, or national origin;
- use only CMS and Independence approved marketing material and will conduct all marketing activities according to CMS and Independence marketing standards and guidelines; and
- will cooperate with any investigations conducted by Independence, CMS or their representing entities

Producers soliciting Eligible Medicare Beneficiaries for Independence Plans shall not, at any time:

- engage in door-to-door solicitation
- disparage competitors or their products;
- use false, misleading, untrue, or exaggerated statements;
- conduct underwriting or health screening of any form or discourage prospective or existing members from enrolling or disenrolling in Independence based on their health status alone, except as permitted by CMS regulations (e.g., end stage renal disease); or
- inappropriately encourage members to disenroll: the FMO and its Producers will not, orally or in writing, or by any action or inaction, request or encourage a Medicare member to disenroll, where it does not appear to be in the best interest of the member.

Producer may indicate that the Independence Plans meet criteria specified by the federal government. Producer will never imply that the Producer's visit is in any way connected with the government or approved by a particular governmental agency. Promotional pieces utilized by Producer must have prior approval by FMO and Independence and may not imply in any way that the Independence Plan is endorsed by the federal government or any of its agencies.

All information relative to a member or prospective member must be kept confidential. At no time can a member or prospective member's information be provided to or sold to any party.

Any person directly employed or contracted to market on behalf of Independence must provide a written disclosure statement to all potential enrollees prior to enrollment or at the time of enrollment, and the written disclosure statement must state the following, subject to CMS guidance: "The person that is discussing plan options with you is either employed by or contracted with Independence. The person may be compensated based on your enrollment in a plan."

Any marketing must be done in accordance with all applicable laws, CMS policies, including CMS marketing guidelines and restrictions on prohibited activities (marketing activities that are materially inaccurate, materially mislead, confuse Medicare beneficiaries, or misrepresent Independence or its benefit plans).

Producer acknowledges that he has read and will comply with this Code of Ethics.