

MEDAmerica

An Excellus Company

MedAmerica Insurance Company Home Office: Pittsburgh, PA

MedAmerica Insurance Company of Florida Home Office: Orlando, FL

MedAmerica Insurance Company of New York Home Office: Rochester, NY

PRODUCER PROFILE

You may not solicit applications on Our behalf until your appointment has been processed according to state insurance department regulations. Applications dated prior to this agreement and/or appointment effective date will be returned.

I. PRODUCER INFORMATION: (ALL FIELDS are REQUIRED unless otherwise indicated.)

Producer Name (First, MI, Last)		Social Security Number	National Producer No.-NPN#
Legal Residence Street Address (PO Box Not Adequate-Must Provide Street)		Mailing/Delivery Street Address (if different)	
City	State	Zip	City State Zip
()	()	()	()
Business Phone (Required)	Business Fax (Optional)	Home Phone (Optional)	Mobile Phone (Optional)
MM / DD / YYYY	<input type="checkbox"/> Male <input type="checkbox"/> Female	Email (Required)	
Date of Birth	Sex		
Your Agency Name (If you are the Principal of the Agency and also submitting Agency Profile)			Agency Tax ID (If applicable)

II. ERRORS AND OMISSIONS - Copy of E/O required that lists you as covered under the policy.

Carrier Name	Policy Number	Expiration Date MM / DD / YYYY
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III. PRODUCER'S STATEMENTS (Check Yes or No)

	Yes	No
1. Have you ever been convicted or pled nolo contendere for any offense other than minor traffic violations?		
2. Have you ever filed for bankruptcy, been a party in an insolvency proceeding or been a party to a tax lien?		
3. Has your insurance license ever been fined, suspended, placed on probation, or is currently under investigation?		
4. Are you now, or have you ever been, in debt to any insurance agency or carrier?		

If your answer is "YES" to any of the above, please provide details on a separate sheet of paper and attach

IV. FAIR CREDIT REPORTING ACT NOTICE:

You are hereby notified that a background investigation and license verification will be completed on You prior to Your appointment with Us. You authorize a release of written and verbal information about Yourself that may contain facts about Your background, general reputation and license to solicit insurance. You have the right to make a written request for information on the Reporting Agency as well as the nature and scope of the investigation. Furthermore, You have the right to (a) be told if the information in the investigative report negatively impacts Your application; (b) contact the Reporting Agency for full disclosure of the information contained in the investigative report; (c) dispute inaccurate information with the Reporting Agency. You can request a copy of the FCRA by contacting the Federal Trade Commission, Bureau of Consumer Protection - FCRA, Washington, DC 20580.

V. RESIDENT STATE APPOINTMENT REQUEST AND REQUIREMENTS----

Check the ONE State you are Licensed as a RESIDENT AGENT—

All Producers are REQUIRED to provide the Resident State License and all Resident State Training Required.

AL AK AZ AR CA CO CT DE DC FL GA HI ID IL IN IA KS
 KY LA ME MD MA MI MN MS MO MT NE NV NH NJ NM NY NC
 ND OH OK OR PA RI SC SD TN TX UT VT VA WA WV WI WY

VI. NON-RESIDENT STATE APPOINTMENT REQUEST AND REQUIREMENTS-

Check All States You are Requesting a Non-Resident Appointment in and attach copies of Non-Resident License(s).

AL AK AZ AR CA CO CT DE DC FL GA HI ID IL IN IA KS
 KY LA ME MD MA MI MN MS MO MT NE NV NH NJ NM NY NC
 ND OH OK OR PA RI SC SD TN TX UT VT VA WA WV WI WY

PRODUCER PROFILE (continued)

VII. New Business		
Have you solicited an application on MedAmerica's Behalf?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes to the above question: Please provide the date the application was signed by the applicant and what state.	MM / DD / YYYY	
	Application Sign Date	State of Solicitation
VIII. Producer Signature and Corporate Code of Business Conduct Acknowledgement		
<p>I certify that all of the information provided above is true and accurate. I acknowledge that I have received The Lifetime Companies (the "Corporation") Code of Business Conduct. I have read the Code and understand its purpose. I understand that the Code applies to me and have abided by the Code, and will abide by the Code, in soliciting any applications on behalf of the Corporation. I understand that I have a duty to report any violations of the Code and that if I fail to report a violation of any provision of the Code that I may face termination of my contract to represent the Corporation.</p>		
X		
Producer Signature	Date	

ROUTING FORM (LTC685-RTE-9/2011) IS REQUIRED WITH THIS DOCUMENT

MEDAmerica

An Excellus Company

MedAmerica Insurance Company Home Office: Pittsburgh, PA
MedAmerica Insurance Company of Florida Home Office: Orlando, FL
MedAmerica Insurance Company of New York Home Office: Rochester, NY

Commission Producer Agreement

This Agreement is between MedAmerica Insurance Company, MedAmerica Insurance Company of New York, MedAmerica Insurance Company of Florida; (hereinafter referred to as "Company") and:

_____, the principal of _____
PRINT NAME OF PRINCIPAL (FIRST NAME, MIDDLE INITIAL, LAST NAME) PRINT AGENCY NAME (if applicable)

(hereinafter referred to as "Producer"). All provisions of this Agreement shall be in effect when (a) signed by the Producer; and (b) signed and accepted by the Company. This Agreement shall replace and supersede any prior Commission Producer Agreement between Company and Producer and will remain in effect until terminated.

D) RELATIONSHIPS & AUTHORITY:

- A) **RELATIONSHIP:** The Producer is an independent contractor with respect to the Company. The relationship between the Company and the Producer is not employer/employee, partners or joint ventures. The Company may from time to time prescribe such rules and regulations with respect to the conduct of the business covered by this Agreement that do not interfere with the Producer's freedom of judgment and action hereunder. The Producer will observe such rules and regulations and any manuals, published guidelines and/or specific instructions from the Company. The Producer will not violate any laws, rules or regulations of any federal, state or local government, department or bureau having jurisdiction, nor induce or try to induce any other Agent to violate such laws, rules or regulations. The Producer agrees to comply with the Company's requests for information on investigations for issuance of policies, resolutions of complaints and adjudication of claims; this obligation shall survive the termination of this Agreement.
- B) **RECRUITMENT:** The Producer will use their best efforts to recruit, train and supervise Producers and Agencies (hereinafter referred to as "Downline") to solicit applications for the Company's Product(s) (hereinafter referred to as "Products"), in those states where: (i) The Company has approved Products and; (ii) The Producer and Downline are in compliance with any and all regulatory licensing and appointment requirements, if any.
- C) **SOLICITATION & APPOINTMENT:** The Company authorizes the Producer to solicit the Company's Products in those states where: (i) The Company has approved Products; (ii) The Producer is in compliance with any and all regulatory licensing requirements at the time of solicitation, if any, and; (iii) The Producer has been appointed by the Company, if required, in accordance with all applicable laws. Applications submitted by a Producer to the Company that are dated prior to the Producer's appointment date will be returned.
- D) **HIERARCHY:** The Producer acknowledges and accepts their place in the hierarchy of the Sponsoring General Agent named in the Producer Profile and agrees to accept the guidance, supervision and management of said Sponsoring General Agent. Producers requesting transfer from their current Sponsoring General Agent to another Sponsoring General Agent may be transferred in accordance with the MedAmerica agent transfer policy and procedures in effect at the time transfer is being requested. Transfers are allowable at the sole discretion of MedAmerica. MedAmerica will not abide by nor enforce any third party transfer agreement between the producer and the Hierarchy.
- E) **LIMITATIONS:** The Producer shall not have the authority to: (i) Adjust, compromise, settle or pay any claim made on Policies; (ii) Bind coverage under, or alter or discharge any policy; (iii) Make representations not strictly in accordance with the provisions of the policies; (iv) Extend the time of payment of premium; (v) Waive or extend any policy obligation or condition; (vi) Make any settlement or agreement regarding the settlement of any claim that may be made against the Company; (vii) Receive any premium except the initial premium due on any policy issued under this Agreement; or accept any initial premium other than by check or money order payable to the Company. The Producer shall hold all initial premium payments and all other funds belonging to the Company in trust on behalf of the Company, and remit the premium to the Company within twenty-one (21) calendar days after receipt thereof; (viii) Endorse checks payable to the Company or incur any expense or obligation in the name of or on behalf of the Company; (ix) Solicit if the Producer's license(s) or appointment(s) expires or terminates for any reason; and (x) Directly or indirectly, induce or try to induce any policyholder of the Company's to discontinue the payment of any premium or lapse or surrender any policies of the Company, except in cases of policy increases.

II) COMPENSATION:

Compensation to Producer will be paid on premium according to the terms of the attached Commission Schedule(s). Commission is not payable on premium rate increases implemented by the Company.

- A) **COMPENSATION TO THE PRODUCER'S DOWNLINE:** If the Producer assumes responsibility for distribution of commission payments their Downline, the delivery by the Company of Commissions earned by the Producer and their Downline to the Producer shall satisfy any obligations of the Company to pay such Commissions. In such circumstances, neither the Producer nor their Downline shall look to the Company or the Sponsoring General Agent for payment of such Commissions. For Compensation paid in Pennsylvania, the Supervising General Agent represents that all compensation will be paid in a manner that is consistent with Pennsylvania Insurance Law.
- B) **CHANGES TO THE COMMISSION SCHEDULE:** The Commission Schedule may be prospectively amended at the Company's discretion, provided the Company notifies the Producer with thirty (30) days written notice.
- C) **ASSIGNMENT OF COMPENSATION:** This Agreement may not be assigned without the written consent of the Company. Upon receipt of an executed Assignment of Compensation, the Company will pay all compensation due under this Agreement to the named Assignee. In the event of such an Assignment, the Company's obligation to the Producer for compensation will be fulfilled and the Producer shall no longer seek compensation directly from the Company. Any Assignment of compensation will not be effective unless made in writing.
- D) **WAIVED OR REFUNDED PREMIUM:** Should the Company be required to refund any premium, a corresponding amount of commission will be reversed from the Producer's next payment.
- E) **INDEBTEDNESS:** Upon written notice from the Company to the Producer: (i) Any debt owed by the Producer to the Company shall be deemed due and payable in full, even if there may be future commissions payable under this or any other Agreement with the Company; (ii) Such debt shall be a first lien against any commissions or amounts payable under this or any other Agreement with the Company; and (iii) The Company may, in its sole discretion, offset such indebtedness against any and all commissions or amounts payable to the Producer.
- F) **REPLACEMENT POLICIES:** Notwithstanding this Section II or any attached Commission Schedule, the Company shall pay renewal commission to the Producer for: (i) Any policy reinstated during a year subsequent to the Policy's first year; (ii) Any policy issued by the Company to replace a policy previously issued by the Company; (iii) Any policy issued by the Company to replace a policy previously issued by a carrier other than the Company that is reinsured by the Company; and (iv) where required by law.
- G) **VESTING:** Except as otherwise provided in this Agreement, from the effective date of this Agreement and any attached Commission Schedule, the Producer shall have the vested right to receive all compensation payable under this Agreement. Any compensation due and payable on or after the Producer's death shall be paid to the Producer's estate. Said vesting shall in no way limit or otherwise affect the Company's right to service the business on which such compensation is payable. Payment of vested compensation will cease when commissions paid under this Agreement in any preceding calendar year amount to less than five hundred dollars (\$500) or if this Agreement is terminated for cause as set out in Section VIII, except for expiration of license.
- H) **OVERRIDE COMPENSATION:** Where permitted by law, the Producer will be eligible to receive override compensation from the Company on Company policies placed by one of the Producer's Downline producers by provided the Producer: (i) Maintains the appropriate license and appointment in its state of domicile; (ii) Where required by law, maintains the appropriate license and/or appointment in the state where the Policy was solicited; and (iii) Is not directly involved in the selling, soliciting or negotiation of the Policy.

III) INDEMNITY:

The Producer shall indemnify, defend and hold the Company harmless from all claims, suits, hearings, actions, damages of any kind, liability, fines, penalties, losses, costs or expenses (including court costs and attorneys fees), caused by or resulting from any allegation of or misconduct, error, omission or other unauthorized act by the Producer or their Downline (including the failure to adhere to relevant state compensation laws and regulations; and for the Company's efforts to enforce this indemnification obligation. The Producer has no authority to institute legal proceedings on the Company's behalf of or in connection with any business of the Company. The Producer will send to the Company by certified mail (return receipt requested), within twenty-four (24) hours of receipt, any legal or regulatory documents served upon the Producer pertaining to the Company or the Producer's ability to perform its obligations hereunder. The Producer shall pay all costs and expenses (including amounts paid in settlement and attorney's fees and disbursements)

related to the defenses of any legal action arising from any acts or omissions of the Producer. At the Company's option, the Company may control the defense of any such legal action.

IV) INSURANCE:

The Producer agrees at their cost to be covered by an errors and omissions policy with a minimum coverage of one million dollars (\$1,000,000) per occurrence. The Producer further agrees to provide evidence of such coverage upon request.

V) COMPLIANCE:

- A) The Producer and their Downline shall not make, publish, issue or insert or cause to have published, issued or inserted any advertisement, letter, circular, pamphlet or other publication or statement, written or through the electronic media describing the Company, its Product(s) or mentioning the Company's name without the express prior written consent by the Company and the State Regulators (where required).
- B) In addition to the Indemnity under Sections III and VI, in the event that the Company shall be subject to liability loss, expense, fine or penalty arising out of any unauthorized advertisement, the Producer shall be liable to the Company for all direct, consequential, or other damages of any kind and costs and expenses incurred by or awarded against the Company or for other payments, required to be made by the Company as a result of settlement or otherwise.
- C) Any and all authorized advertisements, circulars and other printed materials and media are the Company's property and shall be returned to the Company promptly upon termination of this Agreement.

VI) PROTECTED HEALTH INFORMATION:

This Section shall be effective with respect to the use of information which is Protected Health Information within the meaning of 45 Code of Federal Regulations (CFR) Parts 160-164 and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (HITECH Act), along with any guidance and/or regulations issued to date by the Department of Health and Human Services (DHHS). Additionally, this section shall be applicable notwithstanding any conflicting provisions of this Agreement. Producer is, or may be deemed to be a "Business Associate" of Company, as the term is defined under the CFR.

- A) **ELECTRONIC PROTECTED HEALTH INFORMATION:** For purposes of this Section, the term "Electronic Protected Health Information" means individually-identifiable information that is transmitted by electronic media or maintained in electronic media. "Electronic media" includes both storage media and transmission media. "Storage media" includes memory devices in computers (e.g., hard drives), and any removable/transportable digital memory medium (e.g., magnetic tape or disk, optical disk or digital memory card). "Transmission media" is used to exchange information that is already in an electronic storage media. "Transmission media" includes the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.
- B) **LIMITATIONS ON USE AND DISCLOSURE:** Producer will not, in any manner or for any reason whatsoever, directly or indirectly: (i) use all or any portion of the Protected Health Information for any purpose other than solely for the performance of its obligations under this Agreement, except as necessary for the proper management and administration of the Producer as provided in 45 CFR 164.504(e)(4); (ii) except as set forth in this Agreement, disclose or otherwise make available in any manner or form to any person or entity all or any portion of the Protected Health Information; or (iii) take any action or fail to take or abstain from taking any action the effect of which would cause Protected Health Information to be disclosed or otherwise made available in a manner inconsistent with Producer's obligations under this Agreement. In no event will Producer make any use or disclosure of Protected Health Information that Covered Entity is not legally authorized to make.
- C) **PERMISSIBLE USE AND DISCLOSURE:** Producer may disclose Protected Health Information to its employees only on a need-to-know basis, provided that Producer: (i) directs its employees to use the Protected Health Information solely for the purpose of fulfilling its obligations under this Agreement; (ii) informs its employees of the confidential nature of the Protected Health Information; and (iii) directs and causes its employees to treat Protected Health Information confidentially, as required of Producer under this Agreement. Upon request, Producer will provide Company with prompt written notice of all employees to whom Protected Health Information was disclosed. Producer will provide Company with advance written notice of all proposed subcontractors. All subcontractors of Producer must agree, in writing, to abide by the same terms and conditions that apply to Producer hereunder.

- D) **NOTICE OF PRIVACY BREACH, IMPROPER USE OR DISCLOSURE:** Producer will notify Company within the longer of 24 hours or one business day, upon learning of any use or disclosure of Protected Health Information in contravention of this Agreement. In addition, Producer will report, following discovery and without unreasonable delay, but in no event later than 48 hours following discovery, any "Breach" of "Unsecured Protected Health information" as these terms are defined by the HITECH Act and any implementing regulations. This obligation to report shall include any unauthorized acquisition, access, use or disclosure, even where Producer has determined that such unauthorized acquisition, access, use or disclosure does not compromise the security or privacy of such information, unless such is excluded from the definition of breach in 45 CFR 164.402(2). The notice will include by whom, to whom and for what purpose the Protected Health Information was used or disclosed, the specific Protected Health Information used or disclosed, the circumstances surrounding the use or disclosure, and the corrective measures Producer has taken to prevent further non-permitted access, uses, or disclosures. Producer will also provide Company with immediate notice upon learning of any security breach or security incident. A "security incident" includes the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with a system operation in an information system.
- E) **SAFEGUARDS:** Producer will implement and, upon request, provide Company with evidence of appropriate safeguards to ensure that Protected Health Information is not used or disclosed in a manner inconsistent with this Agreement. Such safeguards must, at a minimum, meet or exceed every security standard and implementation specification set forth in 45 CFR Parts 160-164. Producer will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information that Producer creates, receives, maintains, or transmits on Company's behalf as required by the Security Rule, 45 CFR Part 164, Subpart C and as required by the HITECH Act. Producer also shall develop and implement policies and procedures and meet the Security Rule documentation requirements as required by the HITECH Act.
- F) **COMPLIANCE WITH TRANSACTION STANDARDS:** If Producer conducts in whole or part electronic Transactions on behalf of Company for which DHHS has established Standards, Producer 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 Transaction Rule, 45 CFR Part 162.
- G) **ACCESS TO RECORDS:** (i) Company will have the right during normal business hours and upon reasonable notice to Producer, to audit Producer's books and records pertaining to this Agreement and to conduct on-site inspections of Producer's operations as necessary for Company to ensure Producer's compliance with this Agreement. Producer will cooperate fully with Company in the conduct of such audits and inspections; (ii) Producer will permit an individual (or the individual's personal representative) to inspect and obtain copies of any Protected Health Information about the individual that Producer created or received, and that Company does not maintain. Producer will promptly forward to its Company contact person, any Protected Health Information it creates or receives regarding an individual; and (iii) Producer will make its internal practices, books, and records relating to its treatment of Electronic Protected Health Information, and its use and disclosure of the Protected Health Information it creates for or receives from Company, available to the United States Department of Health and Human Services, to determine compliance with 45 CFR Parts 160-64, where applicable, the HITECH Act, or with this Agreement.
- H) **AMENDMENT:** Within 15 days of receipt of Company's request, Producer will promptly amend, or permit Company access to amend, any portion of the Protected Health Information that Producer created for or received from Company, so that Company may meet its amendment obligation under 45 CFR Section 164.526.
- I) **DOCUMENTATION:** Producer will document and keep records of such disclosures of Protected Health Information that are not: (i) part of the services provided by Producer under this Agreement; (ii) for national security or intelligence purposes; (iii) pursuant to a HIPAA compliant authorization; (iv) to correctional institutions or law enforcement officials; or (v) to the Customer to whom the Protected Health Information relates. The types of disclosures of Protected Health Information which Producer must document include but are not limited to the following: (i) for public health purposes; (ii) regarding abuse, neglect, or domestic violence; (iii) to a health oversight agency; (iv) in the course of a judicial or administrative proceeding; (v) to coroners, medical examiners, and funeral directors; (vi) to organ procurement organizations; (vii) for research; (viii) as required by law to prevent serious harm to health or safety; or (ix) to military or veterans officials. Producer further agrees that within thirty (30) days of receiving a written request from Company, Producer shall provide to Company the following information, at a minimum, about each such disclosure related to the Customer who has requested an accounting of disclosures: (i) the date of disclosure; (ii) the name of the person or entity who received the Protected Health Information and the address of such person or entity, if known; (iii) a brief description of the disclosed Protected Health Information; and (iv) a brief statement regarding the purpose of the disclosure including an explanation of the basis for the disclosure. Unless otherwise provided under the HITECH Act, Producer will maintain this information for at least six (6) years following the date of the accountable disclosure to which the Protected Health Information relates.

- J) **REQUESTED/REQUIRED DISCLOSURES:** Unless disclosure is permitted under this Agreement, if Producer is requested or required (by deposition, interrogatory, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any Protected Health Information, Producer will provide Company with notice (by telephone, fax or any other reasonable form of communication) within 24 hours or one business day of request or demand, and before responding, so that Company may seek an appropriate remedy. Producer will furnish only that portion of the Protected Health Information that Company specifically authorizes Producer to disclose, or that Producer is legally required to disclose.
- K) **RETURN OF PROTECTED HEALTH INFORMATION:** Upon Company's request, or in the event that this Agreement is terminated, Producer will promptly return to Company or destroy all written material containing or reflecting any Protected Health Information. In the event that the return or destruction of any material containing or reflecting any Protected Health Information is infeasible, Producer may not further use or disclose the Protected Health Information and will certify same in writing to Company, upon their request.
- L) **INDEMNIFICATION.** Producer will indemnify and hold Company and any Company affiliate, officer, director, or employee from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs as well as notification and credit monitoring costs, arising out of or in connection with any non-permitted use or disclosures of Company's Protected Health Information or other breach of this section by Producer or any agent under Producer's control.
- M) **SURVIVAL:** The rights and obligations of the parties set forth under this Section will survive the termination of this Agreement.

VII) CODE OF CONDUCT:

Producer asserts that it has reviewed, executed and shall abide by Company's Code of Conduct.

VIII) TERM & TERMINATION:

This Agreement will remain in effect until terminated. Termination of this Agreement by any party with or without cause shall cause the Producer to cease representing the Company.

- A) **TERMINATION WITHOUT CAUSE:** For all states other than Pennsylvania, this Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party. Such termination shall be effective thirty (30) days from the date of mailing.

In the state of Pennsylvania, this Agreement may be terminated without cause by either party upon ninety (90) days written notice by registered or certified mail. The Producer may, within thirty (30) days of receipt of notice of said termination, request in writing to the Insurance Commissioner of Pennsylvania that the Insurance Commissioner review the action to determine if said termination was in compliance with the law.

- B) **TERMINATION WITH CAUSE:** For all states other than Pennsylvania, this Agreement will automatically terminate for cause for reasons including, but not limited to: (i) expiration, suspension or revocation of any of the Producer's required licenses; (ii) conduct by the Producer that exposes the Company to legal claims of any kind or results in fines or penalties to the Company; (iii) withholding of funds due to the Company; (iv) non-compliance with any federal, state or local laws, rules or regulation to which the Producer is subject; (v) commission by the Producer of an act involving dishonesty, fraud, theft, embezzlement, disloyalty or other act of moral turpitude as determined by the Company in its sole discretion; (vi) submission of information that the Producer knew or should have known was false to the Company; and (vii) breach of a material term or condition of this Agreement.

In the state of Pennsylvania, this Agreement may be terminated with cause by either party upon ninety (90) days written notice by registered or certified mail. The Producer may, within thirty (30) days of receipt of notice of said termination, request in writing to the Insurance Commissioner of Pennsylvania that the Insurance Commissioner review the action to determine if said termination was in compliance with the law.

XI) GOVERNING LAW:

This Agreement shall be governed by the laws of the State of New York.

X) MISCELLANEOUS:

We reserve the right, with or without cause, to refuse to appoint or to terminate the appointment of the Producer or any Downline producers. The Company is solely responsible for underwriting Applications, administering Product(s) and settling policyholders' claims. In the event that any provision of this Agreement should be held to be void, voidable, unlawful or, for any reason unenforceable, the remaining portions hereto shall remain in full force and effect.

XI) REPRESENTATION:

The signature below certifies and represents to the Company that the Producer: (i) Acknowledges that it has received or has had the opportunity to receive independent legal advice from counsel of its choice with respect to this Agreement; (ii) Agrees to the terms of this Agreement and the Commission Schedule(s) hereto; and (iii) Is properly licensed to solicit and/or collect commission overrides on Company products. This Agreement may be executed via facsimile and such signatures shall be considered originals for all purposes.

Agreed To By:

Producer

Producer's Signature

Date

Producer's Name (Please Print)

Agency Name (If Applicable)

**MedAmerica Insurance Company
MedAmerica Insurance Company of New York
MedAmerica Insurance Company of Florida**

William E. Jones, Jr., President and Chief Operating Officer

Date

MEDAmerica

An Excelus Company

MedAmerica Insurance Company
Home Office: Pittsburgh, PA

MedAmerica Insurance Company of New York
Home Office: Rochester, NY

MedAmerica Insurance Company of Florida
Home Office: Orlando, FL

Automatic Deposit of Commission Payments

Please return form to:

LTC OPERATIONS
185 Court Street
Rochester, NY 14647
Telephone: 800-724-1682
Fax: 585-288-3875

Use this form for the MedAmerica Insurance Companies (112,113, and 116), Principal Financial Group (119) and the following carriers for which MedAmerica Insurance Company of New York is the administrator.

American United Life Insurance Company	147	MedAmerica Insurance Company of New York	113
Baltimore Life Insurance Company	320	Medical Life Insurance Company	114
Blue Cross Blue Shield of Central New York	111	Mellie Investors Insurance Company	305
Blue Cross Blue Shield of Delaware	102	Nordian Mutual BCBS of North Dakota	123
Blue Cross and Blue Shield of Florida	103	Patriot Mutual Insurance Company	121
Blue Cross Blue Shield of Kansas	105	Premier Blue Cross	205
Blue Cross Blue Shield of Kansas City	202	Premier Blue Cross Blue Shield of Alaska	207
Blue Cross and Blue Shield United of Wisconsin	108	Protective Life Insurance Company	401
Blue Cross and Blue Shield of Montana	108	Regence BlueCross BlueShield of Oregon	124
Blue Cross and Blue Shield of North Carolina	107	Regence BlueCross BlueShield of Utah	122
Blue Cross of Northeastern Pennsylvania	125	Regence BlueShield of Idaho	118
Capital Blue Cross	802	RightChoice Managed Care	203
CareFirst of Maryland, Inc.	803	The Hartford	128
Copio Insurance Company	110	The Hartford New York	127
GHMSI	801	Trigan Insurance Company	140
Highmark Life	117	West Coast Life Insurance Company	820

Account Holder Name: _____
(Please Print)

Contact Name (if Company Name and not Individual): _____
(Please Print)

Address: _____
(Please Print) Street City State Zip

Phone Number: (____) _____

Bank Name: _____ Bank Account #: _____

ABA Number (always 8 digits):

Account Type Checking (Attach a Voided Check) Savings Credit Union
Note: With Savings accounts and Credit Unions be sure you have checked with your financial institution and recorded the correct ABA number and Account Number.

I authorize the MedAmerica Insurance Companies to automatically deposit commission payments due to the Account Holder named into the bank account specified above. This authorization shall remain in force until I give notification of termination to the MedAmerica Insurance Companies or my financial institution in writing.

X _____ Date _____ X _____ Date _____
Signature of Account Holder Signature of Joint Account Holder



An Excellus Company

MedAmerica Insurance Company Home Office: Pittsburgh, PA
 MedAmerica Insurance Company of Florida Home Office: Orlando, FL
 MedAmerica Insurance Company of New York Home Office: Rochester, NY

Commission Schedule

SimplicitySM

SIMPLIFIED-ALL PROGRAMS

Available in All Approved States¹ Excluding California, Delaware, Indiana, Michigan, Pennsylvania & Wisconsin

DC Trust – Available in New Jersey

You shall receive the indicated percentage of the premium collected less premium refunded for each corresponding state approved long-term care insurance policy which You solicited and placed with MedAmerica Insurance Company, MedAmerica Insurance Company of Florida, and MedAmerica Insurance Company of New York.

Individual/Association/Employer Sponsor Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	50%
Lifetime	1	65-85	40%
Lifetime	2-10	18-85	7%
Lifetime	11+	18-85	3%
10 Year	1	18-85	30%
10 Year	2-10	18-85	5%
10 Year	11+	18-85	0
Paid @ 65	1	18-55	30%
Paid @ 65	2-10	18-55	5%
Paid @ 65	11+	18-55	3%

Replacement Policies:

- Commission for the sale of long-term care policies which replace an existing long-term care policy in the states of Alabama, California, Kentucky, New York, North Carolina and South Dakota shall not be greater than the percentage payable for renewal commissions.
- Replacement of policies which were written or reinsured by MedAmerica Insurance Company, MedAmerica Insurance Company of Florida or MedAmerica Insurance Company of New York will be paid renewal commission.
- Year 1 commissions, where not prohibited by law, or the policy replaces a policy previously written or reinsured by MedAmerica Insurance Company, MedAmerica Insurance Company of Florida or MedAmerica Insurance Company of New York.

Agreed To By:	For MedAmerica Use Only		
	State(s)	Effective Date	Writing Number
Signature of Agency Principal (owner/president/person with authority to sign)			
Title			
Date			
Print Name and Title (Required):			
Print Agency Name:			

¹ Nonresidents in CA/KY/MT/NM/TX/UT/VA/WA/WV be licensed and appointed to receive overrides, please include a copy of your license(s) and check made payable to "MedAmerica Insurance Company" for applicable fees.

MEDAmerica

INSURANCE COMPANY

An Excellus Company

Home Office: Pittsburgh, PA

Commission Schedule – Delaware Specific

Simplicityⁱⁱ

SIMPLIFIED-ALL PROGRAMS

You shall receive the indicated percentage of the premium collected less premium refunded for each corresponding state approved long-term care insurance policy which You solicited and placed with MedAmerica Insurance Company.

Individual/Association/Employer Sponsor Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-85	15%
Lifetime	2-10	18-85	10%
Lifetime	11+	18-85	3%
10 Year	1	18-85	15%
10 Year	2-10	18-85	10%
10 Year	11+	18-85	0%
Paid @ 65	1	18-55	15%
Paid @ 65	2-10	18-55	10%
Paid @ 65	11+	18-55	3%

Replacement Policies:

- Replacement of policies which were written or reinsured by MedAmerica Insurance Company, MedAmerica Insurance Company of Florida or MedAmerica Insurance Company of New York will be paid renewal commission.
- Year 1 commissions, where not prohibited by law, or the policy replaces a policy previously written or reinsured by MedAmerica Insurance Company, MedAmerica Insurance Company of Florida or MedAmerica Insurance Company of New York.

Agreed To By:	For MedAmerica Use Only		
	State(s)	Effective Date	Writing Number
Signature of Agency Principal: _____ Title _____ Date _____ (owner/president/person with authority to sign)	DE		
Print Name and Title (Required): _____			
Print Agency Name: _____			

MEDAmerica

INSURANCE COMPANY

An Excellus Company Home Office: Pittsburgh, PA

Commission Schedule – Indiana Specific

Simplicityⁱⁱ

SIMPLIFIED-ALL PROGRAMS

You shall receive the indicated percentage of the premium collected less premium refunded for each corresponding state approved long-term care insurance policy which You solicited and placed with MedAmerica Insurance Company.

Individual/Association/Employer Sponsor Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	24%
Lifetime	1	65-85	22%
Lifetime	2-99	18-64	12%
Lifetime	2-99	65-85	11%
10 Year	1	18-85	20%
10 Year	2-10	18-85	10%
10 Year	11+	18-85	0
Paid @ 65	1	18-55	20%
Paid @ 65	2-99	18-55	10%

Replacement Policies:

- Commission for the sale of long-term care policies which replace an existing long-term care policy shall not be greater than the percentage payable for renewal commissions.
- Replacement of policies which were written or reinsured by MedAmerica Insurance Company, MedAmerica Insurance Company of Florida or MedAmerica Insurance Company of New York will be paid renewal commission.

Agreed To By:	For MedAmerica Use Only		
	State(s)	Effective Date	Writing Number
Signature of Agency Principal (owner/president/person with authority to sign)	Title	Date	IN
Print Name and Title (Required):			
Print Agency Name:			

MEDAmerica

INSURANCE COMPANY

An Excellus Company

Home Office: Pittsburgh, PA

Commission Schedule – Michigan Specific

Simplicityⁱⁱ

SIMPLIFIED-ALL PROGRAMS

You shall receive the indicated percentage of the premium collected less premium refunded for each corresponding state approved long-term care insurance policy which You solicited and placed with MedAmerica Insurance Company.

Individual/Association/Employer Sponsor Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	50%
Lifetime	1-3	65-85	20%
Lifetime	2-3	18-64	7%
Lifetime	4-10	18-85	7%
Lifetime	11+	18-85	3%
10 Year	1	18-64	30%
10 Year	1-3	65-85	11%
10 Year	2-3	18-64	5%
10 Year	4-10	18-85	5%
10 Year	11+	18-85	0
Paid @ 65	1	18-55	30%
Paid @ 65	2-10	18-55	5%
Paid @ 65	11+	18-55	3%

Replacement Policies:

- Replacement of policies which were written or reinsured by MedAmerica Insurance Company, MedAmerica Insurance Company of Florida or MedAmerica Insurance Company of New York will be paid renewal commission.
- Year 1 commissions, where not prohibited by law, or the policy replaces a policy previously written or reinsured by MedAmerica Insurance Company, MedAmerica Insurance Company of Florida or MedAmerica Insurance Company of New York.

Agreed To By:	For MedAmerica Use Only		
	State(s)	Effective Date	Writing Number
Signature of Agency Principal (owner/president/person with authority to sign)	MI		
Title			
Date			
Print Name and Title (Required)			
Print Agency Name:			

MEDAmerica

INSURANCE COMPANY

An Excellus Company

Home Office: Pittsburgh, PA

Commission Schedule – Wisconsin² Specific

Simplicityⁱⁱ

SIMPLIFIED-ALL PROGRAMS

You shall receive the indicated percentage of the premium collected less premium refunded for each corresponding state approved long-term care insurance policy which You solicited and placed with MedAmerica Insurance Company.

Individual/Association/Employer Sponsor Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	32%
Lifetime	1	65-85	28%
Lifetime	2-99	18-64	8%
Lifetime	2-99	65-85	7%
10 Year	1	18-85	24%
10 Year	2-10	18-85	6%
10 Year	11+	18-85	0
Paid @ 65	1	18-55	24%
Paid @ 65	2-99	18-55	6%

Replacement Policies:

- Commission for the sale of long-term care policies which replace an existing long-term care policy shall not be greater than the percentage payable for renewal commissions.
- Replacement of policies which were written or reinsured by MedAmerica Insurance Company, MedAmerica Insurance Company of Florida or MedAmerica Insurance Company of New York will be paid renewal commission.

Agreed To By:			For MedAmerica Use Only		
			State(s)	Effective Date	Writing Number
Signature of Agency Principal (owner/president/person with authority to sign)	Title	Date	WI		
Print Name and Title (Required):					
Print Agency Name:					

² Nonresidents be licensed and appointed to receive overrides in this state, please include a copy of your Wisconsin Health license and check made payable to "MedAmerica Insurance Company" for \$24 for appointment in this state.

SimplicitySM

Simply Business: Pennsylvania Contract Addendum and Commission Schedules

THIS ADDENDUM modifies and becomes part of the Agreement signed by and between MedAmerica Insurance Company (hereinafter "Company"), a Pennsylvania corporation, and the undersigned individual (hereinafter "You").

I. **COMPENSATION:** You represent to the Company that Producer compensation will be paid in a manner that is consistent with Pennsylvania Insurance Law (PA Code §89a.129).

II. **INDEMNITY:** You shall indemnify, defend and hold Company harmless from all claims, suits, hearings, actions, damages of any kind, liability, fines, penalties, losses, costs or expenses (including court costs and attorney fees), caused by or resulting from any allegation of or misconduct, error, omission or other unauthorized act by You (including the failure to adhere to Pennsylvania compensation regulations); and for the Company's efforts to enforce this indemnification obligation. You will send the Company by certified mail (return receipt requested), within twenty-four (24) hours of receipt any legal or regulatory documents served upon You. You shall pay all costs and expenses (including amounts paid in settlement and attorney's fees and disbursements) related to the defense of any such legal or regulatory action.

III. **TERM & TERMINATION:** By this amendment, Article VII, entitled "Term & Termination," is hereby amended by deleting the current provision and inserting the following. This Agreement will remain in effect until terminated. Termination of the Agreement by any part with or without cause shall cause You to cease representing the Company.

A. **TERMINATION WITHOUT CAUSE:** This agreement may be terminated without cause by either party with ninety (90) days written notice by registered or certified mail. You may, if within thirty (30) days of receipt of notice, request in writing to the Insurance Commissioner to review the action to determine if said termination was in compliance (40 P.S. §242).

B. **TERMINATION WITH CAUSE:** This Agreement will automatically terminate for cause for reasons including, but not limited to: (a) expiration, suspension or revocation of any of Your required license(s); (b) conduct by You that exposes the Company to legal claims of any kind or results in fines or penalties to the Company; (c) withholding of funds due to the Company; (d) noncompliance with any federal, state or local laws, rules or regulation to which You are subject; (e) commission by You of an act involving dishonesty, fraud, theft, embezzlement, disloyalty or other act of moral turpitude as determined by the Company at its sole discretion; and (f) submission of information that You knew or should have known was false to the Company. This Agreement will terminate for cause with ninety (90) days written notice for reasons including, but not limited to breach of a material condition of this Agreement. You may, if within thirty (30) days of receipt of notice, request in writing to the Insurance Commissioner to review the action to determine if said termination was in compliance (40 P.S. §242).

IV. **COMMISSIONS:** You shall receive the indicated percentage of the premium collected less premium refunded for each corresponding state approved long-term care insurance policy which is solicited by You and placed with the Company according to the attached commission schedule(s).

REPLACEMENTS: Commissions for the sales of long-term care policies which replace an existing long-term care policy shall not be greater than the percentage payable for renewal commission.

Agreed To By:	For MedAmerica Use Only		
	State(s)	Effective Date	Writing Number
Signature of Producer/Agency Principal (owner/president/person with authority to sign)	Title	Date	PA
Print Name and Title (Required)			

Simplicityⁱⁱ

Simply Business: Pennsylvania Contract Addendum and Commission Schedules

Lifetime Premium Payment

Individual/Association/Employer Program Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	50%
Lifetime	1	65-85	40%
Lifetime	2-10	18-85	7%
Lifetime	11+	18-85	2%
10 Year	1	See Attached Schedules	
10 Year	2-10	18-85	7%
10 Year	11+	18-85	0
Paid@65	1	See Attached Schedules	
Paid@65	2-10	18-55	7%
Paid@65	11+	18-55	2%

Paid at Age 65 Premium Payment

Individual/Association/Employer Program Sales - Policy Year 1				
Issue Age	No Inflation	Simple Inflation	5% Compound Inflation	3% Compound No Maximum Inflation
18-29	30%	30%	30%	30%
30	30%	30%	30%	30%
31	30%	30%	30%	30%
32	30%	30%	30%	30%
33	30%	30%	30%	30%
34	30%	30%	30%	30%
35	30%	30%	30%	30%
36	30%	30%	30%	30%
37	30%	30%	30%	30%
38	30%	30%	30%	30%
39	30%	30%	30%	30%
40	30%	30%	30%	30%
41	30%	30%	30%	30%
42	30%	30%	30%	30%
43	30%	30%	30%	30%
44	30%	30%	30%	30%
45	30%	30%	30%	30%
46	30%	30%	30%	30%
47	30%	30%	30%	30%
48	30%	30%	29%	30%
49	30%	30%	29%	30%
50	30%	30%	29%	29%
51	30%	29%	28%	29%
52	30%	28%	27%	28%
53	29%	28%	27%	27%
54	28%	27%	26%	26%
55	27%	26%	25%	26%

SimplicitySM

Simply Business: Pennsylvania Contract Addendum and Commission Schedules

10 Year Premium Payment

Individual/Association/Employer Program Sales - Policy Year 1				
Issue Age	No Inflation	Simple Inflation	5% Compound Inflation	3% Compound No Maximum Inflation
18-29	22%	20%	18%	19%
30	22%	20%	19%	19%
31	22%	20%	19%	20%
32	22%	20%	19%	20%
33	22%	20%	19%	20%
34	22%	21%	19%	20%
35	22%	21%	19%	20%
36	23%	21%	20%	20%
37	23%	21%	20%	21%
38	23%	21%	20%	21%
39	23%	21%	20%	21%
40	23%	21%	20%	21%
41	23%	22%	21%	21%
42	23%	22%	21%	22%
43	23%	22%	21%	22%
44	24%	22%	21%	22%
45	24%	22%	22%	22%
46	24%	23%	22%	23%
47	24%	23%	22%	23%
48	24%	23%	23%	23%
49	25%	24%	23%	23%
50	25%	24%	23%	24%
51	25%	24%	24%	24%
52	26%	25%	24%	24%
53	26%	25%	24%	25%
54	26%	25%	25%	25%
55	27%	26%	25%	26%
56	27%	26%	26%	26%
57	28%	27%	26%	27%
58	28%	27%	26%	27%
59	28%	28%	27%	28%
60	29%	28%	28%	28%
61	30%	29%	28%	29%
62	30%	29%	29%	29%
63	30%	30%	29%	30%
64	30%	30%	30%	30%
65	26%	26%	25%	26%
66	27%	26%	26%	26%
67	27%	27%	26%	27%
68	28%	27%	27%	27%
69	28%	28%	27%	28%
70	29%	28%	28%	28%
71	30%	29%	29%	29%
72	30%	30%	29%	30%
73	30%	30%	30%	30%
74	30%	30%	30%	30%
75	30%	30%	30%	30%
76	30%	30%	30%	30%
77	30%	30%	30%	30%
78	30%	30%	30%	30%
79	30%	30%	30%	30%
80	30%	30%	30%	30%
81	30%	30%	30%	30%
82	30%	30%	30%	30%
83	30%	30%	30%	30%
84	30%	30%	30%	30%
85	30%	30%	30%	30%

Commission Schedule NYS Partnership Product¹

You shall receive the indicated percentage of the premium collected less premium refunded for each corresponding state approved long-term care insurance policy which You solicited and placed with MedAmerica Insurance Company of New York.

Lifetime Payment Term Commission			
Policy Year	Applicant Age	Individual Sales	Affiliation Program Sales
1	18-64	45%	40%
1	65-85	35%	30%
2-5	18-85	6%	1%
6-10	18-85	5%	0%
11+	18-85	2%	2%

10 Year Payment Term Commission			
Policy Year	Applicant Age	Individual Sales	Affiliation Program Sales
1	18-64	40%	35%
1	65-85	30%	25%
2-10	18-85	5%	1%

Replacement Policies:

- Commission for the sale of long-term care policies which replace an existing long-term care policy shall not be greater than the percentage payable for renewal commissions.
- Replacement of policies which were written or reinsured by MedAmerica Insurance Company of New York will be paid renewal commission.

¹ You must provide proof of NYS Partnership Certification to personally solicit this product.