

### **Kemper Contracting Checklist**

In order to complete the contracting process, please closely follow the checklist below. Each question MUST BE ANSWERED on all forms including correspondence to 'yes' answered background questions. If a question does not apply to you, place the abbreviation "N/A" in the blank.

- Signed and Completed Broker Application
- Signed and Completed Broker Authorization and Release forms
- Signed and Completed Direct Deposit form
- Signed and Complete AML form
- Signed and Complete Broker Agreement
- Signed and Completed Exhibit C
- Signed and Completed W-9
- Signed and Completed State Agreement Form

Send the above information to SMIG:

By Email: contracts@smig-inc.com

**By Fax:** 314-569-9818

By Mail: 1001 Craig Rd, Suite 260

Creve Coeur, MO, 63146

The licensing process cannot begin until all of the above items have been received!!! If you have any questions, please call us at: 1-877-386-0590.



It is our goal to provide you with all the support needed to help make you more successful, so please do not hesitate to contact us for any assistance. Please contact the proper department via the contact information listed.

#### **Director of Operations**

Bruce Schmidt 314-569-9818 x 3 Bschmidt@smig-inc.com

#### **Customer Relations & Finance Director**

Samantha Bank 314-569-9818 x 2 sbank@smig-inc.com

#### **Director of Broker Relations & Product Information**

Andrew A Tyler 314-569-9818 x 1 dtyler@smig-inc.com

#### **Technical Support**

Techsupport@smig-inc.com

#### **Contract Department**

contracts@smig-inc.com

#### **Supply Department**

supplies@smig-inc.com

#### Web Address

www.smig-inc.com



#### **Kemper Senior Solutions**

# APPLICATION FOR APPOINTMENT AS INDEPENDENT CONTRACTOR AGENT

GENERAL INFORMATION				
Name (as it appears on your insurance license)				
Last	First	Middle	Suff	x (Jr., Sr., etc.)
Nickname Used for First Name (if any)				
Social Security Number Date o	f Birth			
Current Physical Residence Address	County	City	State Z	lip
Current Business Address	County	City	State Z	ip
E-Mail Address to receive Company information:				
Primary mailing address to receive Company informat	ion, including underwrit	ng and compensation corre	spondence	
Residence Address Business Address	ress			
What is the name of the agent or agency referring yo Insurance Company?  Agent/Agency Name	u to Kemper Senior Solu	itions and its underwriting i	nsurer, Reserve N	lational
TELEPHONE NUMBERS  Residence Number Business Number	] erCe	ll Number	Fax Numl	per
AGENCY INFORMATION  Are you the principal of an agency? Yes N	No			
Agency Name		Agency TI	N/FEIN	
Agency Business Address				
APPOINTMENT/LICENSE INFORMATION List states you request to be appointed in				
If you request more than two non-resident state appo Are you requesting a non-resident appointment in FL of (Non-resident Florida appointees must complete the F If yes, the following fees will apply and are your respond All FL appointments incur a \$12.00 processing fee. Yo	or an appointment In AR lorida County form in yo nsibility:	? Yes No ur package.)		

Upon appointment approval, you will be notified of your Incurred fees by e-mail which will contain a link where you can furnish payment

GA App-1 (7/12)

through EFT or credit card.

All AR appointments incur a \$12.00 processing fee which is your responsibility.



#### **Kemper Senior Solutions**

#### **AUTHORIZATION AND RELEASE FOR USE OF CONSUMER REPORTS**

In connection with my application for appointment as a salesperson independent contractor (agent) with Reserve National Insurance Company (the "Company"), I hereby authorize the Company to request and obtain consumer reports or investigative consumer reports about me. I further authorize any employer, insurance company, general or managing agent, school, financial institution, consumer reporting agency, criminal justice agency, regulatory authority or any other individual or entity having any information about me, including without limitation information regarding my past and present employment, academic record, record of arrest, criminal record, conviction and regulatory sanctions, credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics and mode of living, to release such information to the Company or any consumer reporting agency that is preparing a consumer report or investigative consumer report about me for the Company. I understand that this may involve personal interviews with sources such as supervisors, friends, neighbors, associates, and the review of public records of various federal, state or local agencies. I understand that the Company may check the Vector One ("Vector") database to determine if I have a debit balance with another insurance company. I authorize the Company to report to Vector, or its successors, any information concerning any debit balance I may have with the Company.

I also authorize the Company to continually obtain consumer credit reports or investigative consumer reports about me in the future without prior approval by me and without notice by the Company for as long as I may be appointed by the Company.

I hereby release the Company from all liability in connection with obtaining and using such reports, and I further release any individual or entity from all liability in connection with furnishing such reports or any of the information contained therein.

I agree that a fax or photocopy of this authorization with my signature, including my electronic signature, shall be accepted with the same authority as the original.

**For California, Minnesota or Oklahoma applicants only**, if you would like to receive a copy of the consumer report, if one is obtained, please check this box.

**For California applicants only**, if public record information is obtained without using a consumer reporting agency, you will be supplied a copy of the public record information unless you check this box waiting your right to obtain a copy of the report.

The undersigned states: Entering my name below constitutes my electronic signature, and is intended by me to have legally binding effect. By signing in this manner, I am assenting to the terms and conditions of this document in the same way as if I had provided my signature manually upon this document.

accument in the same may as it made provided my significant managing aport time accument.
Signature:
Name:
Date of Birth (for identification purposes):
Date (mm/dd/yyyy):

#### PERSONAL HISTORY

If you answer "Yes" to any of the questions below, please provide details below or attach if necessary. 1. Have you ever been known by or conducted business in any name other than as shown above? 2. Have you lived in a different state or county than your present one within the last 5 years? If Yes, please list state/county 3. Have you ever pled guilty or nolo contendere (no contest) or been convicted of a felony, or do you currently have any felony charge pending against you, including but not limited to any crime involving dishonesty, breach of trust or violation of any law concerning the business of insurance? 4. Have you ever been fined, suspended, placed on probation, reprimanded by, or entered into a consent order with, any insurance department, the SEC or any other regulatory authority? 5. Have you ever had an insurance, securities or other license refused/suspended/revoked/restricted, or are you currently under investigation, by any insurance department, the SEC or any other regulatory authority? 6. Are there any unsatisfied judgments (including child support) or liens (including state/federal tax liens) against you? 7. Have you ever had a bond denied, paid out or revoked? 8. Has any insurance company cancelled or terminated your contract or appointment for any reason other than non-production? 9. Have you ever been sued by an applicant or insured involving the solicitation or sale of insurance? 10. Are you indebted to any insurance company or agency manager (including debit balance)? If any answer above is "Yes", please provide details here I certify, under penalties of perjury, that all answers and responses to questions or inquiries contained in this application are true, correct and complete answers and responses. I further certify that I have read and am familiar with the sections of the insurance code in the state(s) in which I am seeking appointment(s) and that I am withholding no information which would affect my qualification for this appointment with Reserve National Insurance Company. The undersigned states: Entering my name below constitutes my electronic signature and is intended by me to have legally binding effect. By signing in this manner, I am assenting to the terms and conditions of this document in the same way as if I had provided my signature manually upon this document. Signature: Name: Date (mm/dd/yyyy):



Kemper Senior Solutions

Insurance Underwritten by:
Reserve National Insurance Company
601 East Britton Road
Oklahoma City, OK 73114-7710
reservenational com

#### **GENERAL AGENT AGREEMENT**

THIS AGREEMENT is entered into by and between RESERVE NATIONAL INSURANCE COMPANY of Oklahoma City Oklahoma (the "Company"), the underwriting insurer for Kemper Health Solutions and Kemper Senior Solutions, and the undersigned General Agent (the "GA") effective as of the Effective Date below.

The Company is a licensed insurer and engaged in issuing individual and group life, accident and health insurance policies in certain states. The GA is an independent contractor licensed to engage in business as a health, life and accident insurance producer in certain states. The parties desire that the GA be appointed by the Company to sell certain policies of insurance in certain states, which are listed on <a href="Exhibit A">Exhibit A</a>, attached hereto, where the GA is licensed, and where the GA is appointed by the Company (the "Sales Territory"). The GA shall solicit only in the territory where the Company officially appoints the GA.

In consideration of the premises and the mutual covenants and agreements herein, the parties agree as follows:

#### **APPOINTMENT AND DUTIES**

- 1. **GA's Duties.** The Company hereby appoints the GA, subject to the terms and conditions hereinafter set forth, to:
  - (a) Solicit applications for issuance of the Company's insurance policies (the "Policy" or Policies"), which are listed on Exhibit A, attached hereto, and to assist and support the Company in renewal and service of the Policies. The GA's clientele may be developed by the GA by any lawful means without interference or regulation by the Company. The GA is only authorized to solicit business for, and this Agreement only applies to, the Policies.
  - (b) The GA is authorized to recruit, train and supervise producers and brokers (the "Producers and Brokers") approved and appointed by the Company to work with the GA (such Producers and Brokers are hereinafter collectively referred to as the "Producer Unit") for the solicitation of life, health and accident insurance in the Sales Territory. The Producer Unit is herein defined to include such Producers and Brokers who are appointed by the Company to work with the GA but only to the extent and only for so long as such Producers and Brokers remain so appointed by the Company to work with the GA. The GA shall ensure the Producers and Brokers in the Producer Unit comply with the provisions of this Agreement and shall be responsible for and indemnify and hold harmless the Company for its claims, liabilities, costs, damages or expenses for or on account of any damage or loss caused or occurring or resulting from the acts and omissions of said Producer Unit, concerning this Agreement.
  - (c) Forward promptly to the Company such applications the GA or Producer Unit solicits and the premiums collected thereon no later than within ten (10) business days from the date of an application. The GA agrees to reimburse the Company for any expense and pay reasonable charges which it may incur or impose as a result of errors or omissions in connection with the completion of applications or other related documents submitted by the GA or Producer Unit to the Company;
  - (d) Deliver to insureds Policies which the Company issues that are produced by the GA or Producer Unit, and ensure that initial premium has been collected and remitted to Company in full.
  - (e) Assist and cooperate, if requested, in the collection of subsequent premiums for Policies, and in the event of any lapse of Policies to attempt reinstatement thereof.
  - (f) The GA may use the GA's own methods and approaches in soliciting applications for insurance so long as the GA makes straightforward representations to the public of the costs and benefits of the Company's Policies and shall ensure that the Producer Unit appointed under the terms of this contract make straightforward representations to the public of the costs and benefits of the Policies, as well.
  - (g) The GA agrees to be knowledgeable of and comply with the rules, policies and procedures of the Company, including but not limited to: ethical guidelines, underwriting practices/guidelines, application procedures, policy delivery procedures, licensing and appointment practices, client/customer services and support responsibilities, and all other areas of good conduct as may or may not be contained in the Company's sales presentation materials and/or any other communications directed to the GA from time to time by the Company and shall ensure the Producer Unit, employees and others acting on the GA's behalf are knowledgeable of, and comply with, such rules, policies and procedures of the Company, as well. The Company or a duly constituted representative may at any time inspect any and all of the GA's records pertaining to the Company and the Policies produced by the GA or Producer Unit in the Sales Territory.
  - (h) The GA agrees that it/he/she shall not extend the time for payment of any premium or premium rates other than as are

- specified, approved and/or published by the Company, and that the GA shall not waive or modify any terms, conditions, or limitations of a Policy issued by Company, and shall ensure compliance with this provision by the Producer Unit.
- (i) The GA shall not adjust or settle any claim or commit the Company with respect to any claim, and shall ensure compliance with this provision by the Producer Unit.
- (j) The GA shall not publish, use or distribute any advertising, recruiting, marketing or sales materials of any type referencing the Company's name, insurance products, logos or services or which are designed to solicit and/or sell the Company's Policies without first obtaining the Company's prior written approval to do so as provided below in the paragraph entitled "GA's Authority." This includes, but is not limited to, websites, illustrations and materials used at the point of sale or to generate leads. GA shall ensure compliance with this provision by the Producer Unit.
- (k) Obtain and maintain at the GA's expense such required licenses from the insurance departments of the states wherein the GA conducts business on behalf of the Company. The GA shall provide the Company copies of all required licenses upon request, whether pertaining to the GA, Producer Unit, employees or others acting on the GA's behalf. The GA further agrees to notify the Company in writing immediately of any expiration, termination, suspension or other action by any insurance department or any other governmental agency affecting such licenses. The GA further agrees to notify the Company immediately in writing upon notice of any felony charges or any actions against the GA or anyone in the Producer Unit it becomes aware of, including but not limited to, fraud, dishonesty, theft or misappropriation of funds. The GA shall not initiate any civil or criminal action or proceeding in his/her/its own name or in the name of the Company, which may in any way involve and affect the Company, its business, its operations or any policy issued by it and shall ensure compliance with this provision by the Producer Unit, employees and others acting on the GA's behalf.
- (I) Pay to the Company on demand all amounts due from the GA, and the GA guarantees collection of all checks paid or turned over to the Company by the GA. The GA shall not pay or offer to allow any rebate of premium, directly or indirectly, in any manner whatsoever, and shall not withhold any funds, Policies or receipts after demand has been made upon the GA by the Company and shall ensure compliance with this provision by the Producer Unit, employees and others acting on the GA's behalf.
- (m) The GA shall notify the Company immediately if the GA becomes aware of any consumer complaint, inquiry, investigation, litigation or other matter arising out of the sale of Policies under this Agreement or arising for any other reason, and to assist the Company in responding to or resolving such matters. If any citation or other paper shall at any time be served upon or received by the GA, Producer Unit, employees or others acting on GA's behalf, concerning any claim, suit, action or proceedings by or against the Company, the GA shall immediately transmit it by certified mail to the Home Office of the Company in Oklahoma City, Oklahoma, and forward a copy upon receipt via facsimile message or nationally recognized courier for overnight delivery. If the GA, Producer Unit, employees or others acting on GA's behalf neglects, refuses or fails to do so, the GA agrees to pay the Company, upon demand, the amount of any loss, damage, cost, attorney's fees or expenses which may have been occasioned by the failure to transmit such document immediately.
- (n) If requested, the GA shall keep on deposit with the Company at its own expense a fidelity bond in form, amount and with surety satisfactory to the Company.
- (o) The GA shall notify the Company of the filing of bankruptcy by the GA or any members of the Producer Unit it becomes aware of.
- (p) The GA shall indemnify and hold harmless the Company from any and all claims, liabilities, costs, damages or expenses for or on account of any damage or loss occurring by reason of any act or omission of the GA, or Producer Unit, concerning this Agreement.

#### **AUTHORITY**

2. <u>GA's Authority</u>. The Company shall not be responsible for any contracts, arrangements or agreements made by the GA, or for any of the GA's business expenses. The GA shall have no power to bind the Company, and shall be responsible for and pay to the Company all damages and losses incurred by exceeding such authority. The GA is not authorized to issue any insurance policy of the Company and agrees that the GA will not purport to waive any forfeiture or extend the time of payment of any premium or alter, modify, waive or change any of the terms, rates or conditions of the Policies. Although the GA may at the GA's own expense disseminate advertisements, such as form letters, letterheads, circulars and radio or television broadcasts, all such advertising materials concerning the Company's name, logos, insurance products or services, must first be submitted to the Company and then approved in writing signed by the President or a Vice President before being used in any manner. The GA shall hold the Company harmless in the event of any suit or action brought as a result of the dissemination of such advertisements, form letters, letterheads, circulars and radio or television broadcasts not so approved.

#### **COMMISSIONS**

3. <u>Schedule of Commissions.</u> The Company agrees to pay commissions to the GA during the continuance of this Agreement in

accordance with the Schedule of Commissions on Exhibit A, attached hereto. For business produced by the Producer Unit, the GA shall receive, as its full compensation on all such business produced, the difference between the commission payable to GA under this Agreement and the commission earned and payable under the agreements of the Producers and Brokers of the Producer Unit.

- 4. <u>Net Premiums</u>. For purposes of this Agreement and the Schedule of Commissions, net premiums, net initial premiums or net renewal premiums are defined as the applicable gross premiums received and collected by the Company in cash less any amounts returned to an insured or applicant for insurance.
- 5. <u>No Commissions</u>. No commissions, initial or renewal, will be paid on Policy or registration fees, premium waived, the rated portion of premiums on rated Policies or on premiums resulting from rate increases or adjustments, except as may be specifically allowed by the Company.

#### **RENEWAL COMMISSIONS**

- 6. Renewal Commissions Payable. So long as this Agreement remains in effect and the GA abides by the terms and conditions hereof, including the servicing of such policyholders as may be requested by the Company from time to time, the GA shall, subject to the terms and conditions hereinafter provided, be entitled to renewal commissions in accordance with the Schedule of Commissions. For business produced by the Producer Unit, the GA shall receive, as its full renewal commission, the difference between the renewal commission payable to GA under this Agreement, and the renewal commission earned and payable under the agreements of the Producers and Brokers of the Producer Unit. Such renewal commissions for a particular month shall be payable on approximately the 1<sup>st</sup> day of the month falling more than 45 days after such commissions are earned and the Company may deduct therefrom any amounts which the GA owes the Company, including, but not limited to, any commissions previously paid to the GA upon Policies which the Company later refunded premium or other amounts to an insured.
- 7. Payment. Once each month the Company shall furnish the GA with a statement of the GA's account with proper remittance, if any, reflecting renewal commissions payable under this paragraph, provided the Company is not obligated to make any remittances in amounts of less than fifty dollars (\$50.00), but provided this Agreement is not terminated, may accumulate such commissions until the net credit of the GA amounts to fifty dollars (\$50.00) or greater. If, after this Agreement is terminated, the renewal commissions payable in a month is an amount less than fifty dollars (\$50.00), and provided such monthly renewal commissions in an amount less than fifty dollars (\$50.00) continues for three (3) consecutive months, then Company's obligations to pay renewal commissions to the GA in all subsequent months shall terminate.
- 8. Continued Commissions. If this Agreement is terminated without cause after the GA has been appointed by the Company and termination occurs while the GA is in good standing with the Company, the Company will pay renewal commissions in accordance with the Schedule of Commissions and the provisions of this Agreement to the GA, or if the GA is an individual as follows: (a) to the GA, if living; otherwise to GA's surviving spouse, if any; (b) then to the GA's surviving child(ren), either natural or adopted, if any, if the GA had no spouse or such spouse is not living; (c) then to the GA's estate if he/she has no living child(ren). If this Agreement is terminated for cause, due to a material breach of this Agreement, including but not limited to, a violation of the Privacy provisions of this Agreement, or, if the GA induces or attempts to induce any of the Company's policyholders to terminate any Policy with the Company, or replaces, rewrites, receives compensation for, including, but not limited to, any override commissions, or induces, encourages, recommends, advises, counsels or communicates to anyone the replacement, cancellation, lapse or relinquishment of, any policy of insurance issued by Company, including, but not limited to, permitting, engaging in or condoning, directly or indirectly, in any manner whatsoever, personally or through any other person, agency or entity, the replacement, rewriting, cancellation, lapsing or relinquishment or any policy issued by Company, or induces or attempts to induce any of the Company's other agents, producers or salespersons to terminate their producer's or salesperson's agreement(s) with the Company, then the Company's obligation to pay renewal commissions on business produced by the GA shall automatically forever cease and terminate as of the first day of the month in which any such termination for cause or inducement or attempted inducement occurs.

#### **COMPANY'S RIGHT TO OFFSET**

9. Offset. The Company may offset against any compensation, bonus, prize or commission payable to the GA, or if the GA is an individual to his/her heirs, executors, administrators or assigns hereunder, any amounts that may be owed to the Company by the GA or the Producer Unit, including any commissions on premiums that were paid to the GA or the Producer Unit which the Company subsequently refunded for any reason to an insured or applicant for insurance. These amounts shall be a first lien against any compensation, bonus, prize or commission otherwise payable to the GA under this Agreement.

#### **GA'S INDEBTEDNESS TO THE COMPANY**

10. <u>GA's Debt</u>. Any amount owed to the Company by the GA or the Producer Unit, including any amounts owed pursuant to the Company's right to offset as provided herein, shall bear interest at the rate of twelve percent (12%) per annum if not paid within thirty (30) days from the date a statement is furnished to the GA setting forth the amount owed. The Company shall be entitled to assign any such debt to any other person or entity for collection as the Company, in its sole discretion, deems appropriate. The Company, or its assignee, shall be entitled to recover from the GA any expenses incurred to collect any debt owed by the GA not paid within thirty (30) days from the date the GA receives the statement. If suit is filed to recover any such debt, the Company, or its assignees, shall be entitled to a reasonable attorney's fee, together with all expenses incident thereto.

#### **SALES AIDS**

- 11. <u>Sales Implements</u>. The Company may, from time to time, furnish sales aids, advertising items, and informational materials, but is under no obligation to do so, and the GA may or may not avail the GA himself/itself and the Producer Unit of such implements at the GA's own discretion.
- 12. <u>Bonus or Charge Back</u>. The parties agree that the Company may from time to time, and upon prior written notice to the GA, establish certain bonus or charge back programs in connection with encouraging production of certain types of products, or payment of premiums by certain modes and, as a result, the GA's commission compensation may be affected.

#### INDEPENDENT CONTRACTOR

13. <u>Relationship of the Parties</u>. Nothing in this Agreement shall be construed to create an employment relationship between the Company and the GA or the Producer Unit. The GA is an independent contractor and shall be compensated by commissions, as provided in this Agreement. The GA recognizes that the Company will not withhold taxes from any commissions and that the GA will be required to pay all taxes direct to the taxing authority, including any applicable income and Social Security taxes.

#### **PRIVACY**

- 14. **Gramm-Leach-Bliley Privacy**. Pursuant to and to comply with Title V of the federal "Gramm-Leach-Bliley Financial Services Modernization Act" (P.L. 106-102), except as necessary to carry out this Agreement or as permitted or otherwise required by law, the GA expressly covenants and agrees, which covenant and agreement is of the essence of this Agreement, that the GA will not disclose to any third party or use any nonpublic personal information about any prospective, current or former insured of the Company. For purposes of this Agreement, the term "nonpublic personal information" means the following information concerning a prospective, current or former insured of the Company: (a) any information furnished in connection with an inquiry about the Company's products; (b) approval or declination of an application for insurance; (c) insurance coverage; (d) premiums; (e) claims payments and denials; (f) health information; and (g) any information inquired about or shown on an application for insurance with the Company.
- 15. <u>HIPAA Privacy</u>. Pursuant to and to comply with the privacy rule requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implement regulations (45 CFR Parts 160 and 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") and the implementing regulations, concerning standards for privacy of individually identifiable health information, the GA expressly covenants and agrees, which covenant and agreement is of the essence of this Agreement, that the GA will: (a) use and disclose "protected health information" only as permitted and required by the Company's HIPAA Notice of Privacy Practices for Protected Health Information (the "HIPAA Privacy Notice"), which the GA has received and reviewed; (b) not use or disclose such information other than as permitted or required by the HIPAA Privacy Notice or applicable law; and (c) carry out the GA's obligations under this Agreement in accordance with the HIPAA Business Associate Agreement, attached hereto as Exhibit B. The Company may terminate this Agreement if the GA violates this provision.

#### **CONFIDENTIALITY**

16. **Non-disclosure or Use.** The GA expressly covenants and agrees, which covenant and agreement is of the essence of this Agreement, that the GA will not disclose or use for the GA's or on behalf of any other third party any trade secrets, customer lists, or customer information (collectively "Customer List") disclosed to the GA or developed by the GA during the course of the GA's appointment for the purpose of soliciting or selling said current or lapsed policyholder any insurance product of the same type or nature being offered by the Company. The GA agrees that the Customer List, including, but not limited to, addresses or other contact information, and information about needs or past purchases is proprietary information and is a trade secret.

#### **TERMINATION**

- 17. <u>Termination With or Without Cause</u>. Either party may terminate this Agreement with or without cause by giving fifteen (15) days written notice mailed or e-mailed to the GA at the GA's last known mailing address or e-mail address or delivered personally, or mailed to the Company at its home office. Upon termination of this Agreement, the GA shall return to the Company all books, receipts, literature, policies, applications, the GA's appointment and all other records, forms, papers, and memorandums relating to or pertaining to the business produced in the Sales Territory.
- 18. <u>Automatic Termination</u>. This Agreement will automatically terminate, without notice, upon the occurrence of any of the following events:
  - (a) The GA's license to engage in health, life and accident insurance is terminated, suspended or revoked by the insurance department of the states wherein the GA conducts business on behalf of the Company;
  - (b) Material breach of this Agreement, including, but not limited to, a violation under the Privacy provisions of this Agreement;
  - (c) Upon the termination or dissolution of the appointed corporation or partnership of the GA; or
  - (d) If the GA is an individual, upon the death of the GA or total and permanent disability of the GA.

#### NOTICE '

19. **Notice by the Parties.** Any notice required by this Agreement to be given by either party to the other shall be effectively given when such notice is in writing and properly sealed, addressed to the other party at the address most recently given by such party to the sender, and (a) deposited in the United States Postal System with postage pre-paid or (b) deposited with a nationally-recognized overnight delivery service (such as FedEx or UPS) with delivery fees pre-paid. Additionally, notice by the Company to the GA shall be effectively given to the GA when such notice is transmitted electronically to the e-mail address most recently given by him/her to the Company. If the GA does not have an e-mail address, he/she shall affirmatively notify the Company in writing of that fact.

#### **MODIFICATION**

- 20. <u>Amendment</u>. It is hereby agreed that no provisions of this Agreement may be amended, replaced or modified, except in a written supplemental agreement duly executed for the Company by its President or Vice President, and referring specifically to this Agreement. It is further agreed that any waiver of any breach of any covenant or condition of this Agreement shall not be a waiver of any subsequent breach of such covenant or condition.
- 21. **Severability**. If any part or provision of this Agreement is held to be invalid or unenforceable in any respect, the remaining parts and provisions shall not be affected and shall continue in full force and effect.

#### APPLICABLE LAW AND ARBITRATION

22. <u>Interpretation and Disputes</u>. This is an Oklahoma contract and shall be construed and interpreted in accordance with the laws of Oklahoma. Any and all disputes, controversies or claims between the Company and the GA, including any and all disputes, arising out of or related to this Agreement, shall be determined by arbitration as provided herein. All arbitration shall be in accordance with the rules and regulations of the American Arbitration Association and shall be undertaken pursuant to the Federal Arbitration Act. The arbitration shall be held at the location where the Company maintains its home office, unless mutually agreed by the parties to be held at another location. The decision of the arbitrator shall be enforceable in any court of competent jurisdiction. Each party agrees that they will bear their own costs and attorney fees.

#### **CORPORATION OR LLC**

23. If GA is Incorporated or is a Limited Liability Company, GA agrees to be personally bound by all of the terms and provisions of this Agreement, and does hereby personally guarantee the performance of all provisions and obligations of the GA hereunder.

#### **ENTIRE CONTRACT**

- 24. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement and understanding between the parties and shall supersede all previous negotiations, contracts and agreements, oral, or written, if any, between the parties.
- 25. <u>Effective Date</u>. This Agreement is effective as of (the "Effective Date"). (mm/dd/yyyy)

The undersigned states: Entering my name below constitutes my electronic signature and is intended by me to have legally binding effect. By signing in this manner, I am assenting to the terms and conditions of this document in the same way as if I had provided my signature manually upon this document.

THI .			
GENERAL AGENT (the "GA")			RESERVE NATIONAL INSURANCE COMPANY
Ву:			Ву:
Name Printed:			Name Printed: Kemp J. Cole
			Title: Senior Vice President
If Incorporated or LLC, also sign below:			
Name of Corporation or LLC	"	"	
Signed	"	"	
Title	"	"	

Form:RNGA 19575 Page 5

#### **Kemper Senior Solutions**

1	DIRECT DEPOSIT AUTHORIZATION
Payee Name	
Please indicate either the Payee's TAX	ID or Social Security Number
Business Phone	
Action New Change Cancel	Requested Effective Date  Due to time required for Company and bank processing, allow 10 business days for processing
Name of Financial Institution	
Account Number	Account Type Checking
Routing Transit Number	
underwriting insurer for Kemper Health So account indicated above. I also authorize in error. By typing your name and date in has the same force and effect, of your handwards.	and this form. By signing below, I authorize Reserve National Insurance Company, plutions and Kemper Senior Solutions (collectively, "RNIC"), to initiate credit entries to the RNIC to initiate, if necessary, debit entries and adjustments for any credit entries made the boxes, you agree that it constitutes your Electronic Signature and is the equivalent, and written signature.
Signature	How to Complete This Form
Call your financial institution to Make sure they accept direct deposits	7
Verify Your Account Number and routing transit number with your financial institution	Pay to the order of
Do not use a deposit slip to verify the routing number.	For
	9-digit Routing Account Number Transit Number



#### **Kemper Senior Solutions**

#### AML TRAINING VERIFICATION

The undersigned certifies that he/she has completed Anti-Money Laundering Training and that he/she fully understands his/her obligations under the United Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) and understands that participating in a money laundering transaction, including being "willfully blind" to the criminal nature of the transaction, is a violation of the PATRIOT Act.

I understand that a violation of the USA Patriot Act can result in significant criminal and civil money penalties against both the Company and me.

The undersigned states: Entering my name below constitutes my electronic signature and is intended by me to have legally binding effect. By signing in this manner, I am assenting to the terms and conditions of this document in the same way as if I had provided my signature manually upon this document.

Signature:		
Name:		
Date (mm/dd/yyyy):		

AML-KSS (7/12)



#### **Kemper Senior Solutions**

Insurance Underwritten by:
Reserve National Insurance Company
601 East Britton Road
Oklahoma City, OK 73114-7710
reservenational.com

## EXHIBIT A GENERAL AGENT AGREEMENT

#### **SCHEDULE OF COMMISSIONS**

This Schedule of Commissions is part of the General Agent Agreement ("GA Agreement") and is subject to all the terms and conditions thereof and any special incentives that the Company may offer, in its sole discretion, from time to time. Additionally, the payment and amount of all commissions and any notice requirements are subject to and may be limited by applicable law. For purposes of the Agreement and this Schedule of Commissions, net premiums, net initial premiums or net renewal premiums are defined as the applicable gross premiums received and collected by the Company in cash less any amounts returned to an insured.

Company may, at any time, in its sole discretion, exercise the following rights, subject to, where it is reasonable and where Company is not otherwise limited by applicable law, and subject to Company providing thirty (30) days advance written notice to GA:

- (a) Change, amend or adopt rules and practices from time to time establishing:
  - i. First year commissions and renewal commissions for all Policies, whether or not listed in this Schedule of Commissions, including but not limited to, changing, withdrawing, amending or altering such Schedule of Commissions;
  - ii. Commissions on any new policy, which in the judgment of Company is a changed policy, taking the place of a terminated policy issued by Company;
  - iii. Commissions on conversions; and
  - iv. Commissions on reinstated policies.
- (b) To withdraw the future issuance of any Policy;
- (c) To add any additional policy(ies) to List of Policies below;
- (d) To withdraw from any territory;
- (e) To modify or change its premium rates; and
- (f) To adopt rules and practices from time to time relating to any matter not otherwise provided in The General Agent Agreement

#### List of Policies [subject to policies being approved for issuance in state(s) where GA is appointed]:

#### Home Health Care Indemnity - Form HHC-95

#### Whole Life - Form MWL-97

Mode	Health Commission Payable	Life Commission Payable *
All modes	Initial Commission: 55% of net initial premium	Initial Commission: 55% of net initial premium
All modes	Renewal Commission: 8% of net renewal premium	Renewal Commission - Years 2-10: 4.5% of net renewal premium Renewal Commission - Years 11+: 1% of net renewal premium

SALES TERRITORY: States where the Company appoints the General Agent

Form: RNGA-CCBY SCHED 19606

<sup>\*</sup> Initial commission for Form MWL-97 Life policy is subject to 100% chargeback if a death benefit claim occurs during months 1 through 6 following policy effective date, or subject to 75% chargeback of initial commission if a death benefit claim occurs during months 7 through 12 following policy effective date.



**Kemper Senior Solutions** 

Insurance Underwritten by:
Reserve National Insurance Company
601 East Britton Road
Oklahoma City, OK 73114-7710
reservenational com

# EXHIBIT B GENERAL AGENT AGREEMENT

#### HIPAA BUSINESS ASSOCIATE AGREEMENT

In conformity with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing privacy rule regulations at 45 CFR §§ 160 and 164, Subparts A and E (the "Privacy Rule"), the General Agent ("GA"), in connection with the services provided under the General Agent Agreement ("GA Agreement") to which this Exhibit B is attached between the GA and the Company, may have access to, create, and/or receive "protected health information," as such term is defined in 45 CFR § 164.501. As such, GA will be considered a "Business Associate" of the Company to the extent that any "health plan" underwritten by the Company as a "health insurance issuer" is a Covered Entity within the meaning of 45 CFR, Part 160.

This HIPAA Business Associate Agreement ("Agreement) is intended to meet the Business Associate provisions of the Privacy Rule at 45 CFR § 164.504(e) and will govern the terms and conditions under which such Protected Health Information may be used and disclosed by GA and other matters relating to Protected Health Information that are applicable to the GA's relationship with the Company. Therefore, the parties agree as follows:

#### **DEFINITIONS**

 Capitalized terms used in this Agreement, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule.

#### **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

- 2. <u>Permitted Use or Disclosure</u>. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- 3. <u>Safeguards.</u> Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- 4. <u>Mitigation</u>. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- 5. <u>Reporting of Unauthorized Use or Disclosure</u>. Business Associate agrees to report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware. All such reports shall be made in writing and shall be directed to Covered Entity. Each such report shall contain at least the following information:
  - (a) Description of the nature of the non-permitted use or disclosure;
  - (b) Description of Protected Health Information used or disclosed;
  - (c) Identity of the person who made the non-permitted disclosure or engaged in the non-permitted use;
  - (d) Description of corrective action, if any, Business Associate took or will take to prevent further non-permitted use or disclosure;
  - (e) Description of what Business Associate did or will do to mitigate any deleterious effect of the non-permitted use or disclosure; and
  - (f) Such other information as Covered Entity may reasonably request in addition and in a manner consistent with the breach notification regulation provisions of the Privacy Rule set forth in Subpart D of 45 CFR Part 164 ("Breach Rule"), Business Associate shall, following the discovery of a breach of "unsecured" Protected Health Information, notify Covered Entity of such breach without unreasonable delay and in no case later than 60 calendar days after the discovery of such breach. Business Associate shall provide such additional information necessary or appropriate for Covered Entity to notify individuals affected by such breach (or to provide any other notification required in accordance with the Breach Rule), and shall provide such required notice directly to such affected individuals (or other required recipients) as mutually agreed by the parties.

Form: RNGA-BAA

- 6. <u>Agreements With Agent or Subcontractor</u>. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 7. <u>Access to Information</u>. Business Associate agrees to promptly provide access, at the written request of Covered Entity and in the time and manner requested, to Protected Health Information maintained by Business Associate in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Section 164.524.
- 8. <u>Amendment of PHI</u>. Business Associate agrees to promptly make any amendment(s) to Protected Health Information maintained by Business Associate in a Designated Record Set that the Covered Entity directs, or agrees to, pursuant to 45 CFR Section 164.526, at the written request of Covered Entity or an Individual, and in the time and manner requested.
- 9. <u>Inspection of Practices, Books and Records.</u> Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by, Business Associate on behalf of Covered Entity available to Covered Entity or to the Secretary, in a time and manner requested or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- 10. <u>Document Disclosures</u>. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- 11. <u>Accounting of Disclosures</u>. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner requested, information collected in accordance with Section 10 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

#### PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 12. <u>General Use and Disclosure</u>. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- 13. <u>Use for Management and Administration</u>. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- 14. <u>Disclosure for Management and Administration</u>. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 15. <u>Data Aggregation</u>. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR Section 164.504(e)(2)(i)(B).

#### **OBLIGATIONS OF COVERED ENTITY**

- 16. <u>Privacy Practices</u>. Covered Entity shall notify Business Associate in writing of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- 17. <u>Changes.</u> Covered Entity shall notify Business Associate in writing of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- 18. **Restrictions.** Covered Entity shall notify Business Associate in writing of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information. Provided, however, Covered Entity agrees that it will not commit Business Associate to any restrictions on the use or disclosure of such Protected Health Information without Business Associate's written approval.
- 19. <u>Permissible Requests by Covered Entity</u>. Except for Business Associate's management, administrative activities, and data aggregation, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Form: RNGA-BAA

#### SECURITY OF ELECTRONIC PROTECTED HEALTH INFORMATION

- 20. Business Associate shall carry out its obligations under this Agreement in compliance with the Security Rule standards set forth in 45 CFR Part 164, Subpart C ("Security Rule"), concerning the security of electronic Protected Health Information that is created, received, maintained, or transmitted as a result of the services provided to Covered Entity by Business Associate. In conformity therewith, Business Associate agrees it will:
  - (a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity.
  - (b) Promptly report to Covered Entity any "security incident" of which it becomes aware, as such term is defined in the HIPAA Security Rule. At the request of Covered Entity, Business Associate shall identify: (i) the date of the security incident; (ii) the scope of the security incident; (iii) the Business Associate's response to the security incident; and (iv) the identification of the party responsible for causing the security incident, if known.
  - (c) Ensure that any agent, including a subcontractor, to whom Business Associate provides electronic Protected Health Information agrees in writing to implement reasonable and appropriate safeguards to protect electronic Protected Health Information.

#### **TERM AND TERMINATION**

- 21. <u>Term.</u> The Term of this Agreement shall begin as of the effective date of this Agreement and continue until the Producer Agreement is terminated or expires.
- 22. <u>Termination for Cause</u>. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Producer Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - (b) Immediately terminate this Agreement and the Producer Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
  - (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

#### 23. <u>Effect of Termination</u>.

- (a) Except as provided in paragraph (b) of this Section 23, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of agents or subcontractors of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that the return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

#### **MISCELLANEOUS**

- 24. <u>Regulatory References</u>. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- 25. <u>Amendment</u>. This Agreement may be amended only by the mutual written agreement by the parties. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and/or Business Associate to comply with the requirements of the Privacy Rule and HIPAA.
- 26. <u>Survival</u>. The respective rights and obligations of Business Associate under Section 23 of this Agreement shall survive the termination of this Agreement so long as Business Associate or any agent or subcontractor of Business Associate remains in possession of any Protected Health Information and shall expire thereafter.
- 27. <u>Interpretation</u>. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and/or Business Associate to comply with the Privacy Rule. In the event of a conflict between this Agreement and the Services Agreement, this Agreement shall control.

Form: RNGA-BAA

- 28. **No Third-party Beneficiary.** This Agreement applies solely for the purposes set forth herein and is not intended for the benefit of any person not a party to this Agreement.
- 29. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma to the extent not superseded by federal law.
- 30. <u>Assignment.</u> Neither this Agreement nor any of the rights, benefits, duties or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
- 31. <u>Notices.</u> Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight currier service, or in person to the parties respective address provided below or to such other address as the parties may from time to time designate in writing.
- 32. <u>Indemnification.</u> To the extent allowed by law, each party shall indemnify and hold the other party harmless from all claims, suits, judgments, or penalties, including reasonable attorney's fees, incurred by the other party resulting from the indemnifying party's or any agent, including a subcontractor of the indemnifying party, negligent acts or omissions under this Agreement.

This EXHIBIT B is effective as of the date of the GA Agreement, and is made a part of the GA Agreement.



**Kemper Senior Solutions** 

Insurance Underwritten by: Reserve National Insurance Company 601 East Britton Road Oklahoma City, OK 73114-7710 reservenational.com

# EXHIBIT C Commission Advance Agreement

Attached to and made a part of that certain General Agent's Agreement, entered into as of the Effective Date of such GA agreement by and between RESERVE NATIONAL INSURANCE COMPANY of Oklahoma City, Oklahoma (the "Company"), the underwriting insurer for Kemper Health Solutions and Kemper Senior Solutions, and the undersigned General Agent (the "GA").

#### **Financing Agreement**

The "GA" requests commission advancing.

If approved by the Company, advancing will apply to all policies issued under the attached GA Agreement; except that (a) policies issued on the agent and the agent's immediate family members or (b) reissued policies do not qualify for advancing under this Agreement.

This Financing Agreement is not effective until it has been approved in writing by Company and GA shall have executed the Note and Security Agreement below and this Financing Agreement in a form satisfactory to Company. Moreover, Company shall have the right to discontinue advancing at any time without prior notice and for any reason, which shall include, without limitation, a GA's existing debit balance, low production, poor business persistency or bankruptcy filing.

Company and the undersigned GA agree that loans hereunder shall be secured by a Note and Security Agreement executed by the undersigned GA, to which reference is made.

It is expressly understood and agreed that all payments made to the GA under this Financing Agreement shall at all times be considered as loans, fully secured under the terms of said Note and Security Agreement, and that such Note shall be repayable upon demand regardless of whether or not the undersigned has any commissions earned, payable or to be payable. The undersigned hereby agrees to pay and be responsible for any and all loans to: 1) the undersigned; 2) the undersigned's Agency; and, 3) the agents that are members of GA's Producer Unit for which GA is responsible under GA's contract with the Company, or under Financing Agreements entered into by Company and such Producer Unit.

GA expressly acknowledges that Company makes no representation to GA that it will lend, now or in the future, any money to GA. GA acknowledges that any expense GA incurs in the development of any business will not be in reliance upon loans to be made by Company in the future and to the extent that GA develops business in expectation of future loans, such development will be at GA's sole risk. In order to avoid any misunderstanding in the future, the parties agree that they may not amend the foregoing provisions unless such modification is reduced to writing and signed by each of the parties.

#### **Note and Security Agreement**

For value received, the undersigned GA and personal guarantor, if applicable, jointly and severally, promise to pay on demand by and to the order of Company the principal sum of all indebtedness resulting from loans to GA in accordance with the Company's Financing Agreement and any remuneration, special advances, fees, charge backs, dues, interest or any other charges to GA's accounts (herein collectively called "debit balance") which GA agrees may be used to establish the amount of indebtedness hereunder. Furthermore, GA agrees to pay all indebtedness incurred by the Producer Unit for which GA is responsible under GA's contract with Company, or under Financing Agreements entered

Form: RNGA-CAA 19578

into by Company and such Producer Unit, if such indebtedness is not satisfied within thirty days of such Producer Unit member's termination or upon thirty days written notice by Company. Upon thirty days written notice or upon notice of termination of GA's contract for any reason, parties acknowledging below agree to immediately pay GA's debit balance, in full, in cash or by cashier's check payable to Company.

The GA agrees that an account will be maintained in GA's name by Company, and that pursuant to GA's contract with Company, all amounts advanced or charged to GA are indebtedness under this Note and bear interest as provided herein. GA hereby agrees and consents to the assignment of this Note and Security Agreement to any bank and/or any third party assignee. GA hereby authorizes Company to apply earned commissions under GA's contract with Company to this debit balance account until such time that actual earnings exceed the amounts loaned plus other amounts for which GA may be responsible.

To assure that debit balances hereunder will be repaid, GA hereby assigns, transfers and conveys to Company first lien upon the following: any commissions, services fees, bonuses or other compensation payable to GA by Company or by any Company affiliates; and all credits and value from property held in GA's name by Company or its affiliates. By execution hereof, GA assigns to Company all of the above which will be security for indebtedness hereunder. Upon default the holder hereof shall have all rights and remedies of a secured party under applicable provisions of the Oklahoma Uniform Commercial Code or other provisions of applicable law.

The current interest rate on this note shall be 1% per month on the unpaid balance of GA's account or the maximum legal rate under applicable law, whichever is less. Notwithstanding anything to the contrary, GA shall not be required to pay more interest for any period than the maximum legal rate permissible under applicable law.

This Note and Security Agreement ("Agreement") shall survive the termination of all contractual relationships between GA and Company. GA further agrees that in the event it becomes necessary to enforce payment of this Agreement through legal action, GA will also pay the responsible attorneys' fees and court costs incurred by Company or its affiliates in enforcing this Agreement. All amounts due hereunder shall be payable at the Company office, and since this Agreement is party to be performed in Oklahoma, suit may be brought hereunder in Oklahoma County, Oklahoma.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

#### Disclosure of intent to obtain consumer reports

This is to advise you that Reserve National Insurance Company and its affiliates may obtain one or more consumer reports with respect to establishing your eligibility for commission advancing, appointment, promotion, reassignment, and/or retention as an agent, and/or representative of Company, or for one or more of its affiliates. If requested, the report will be obtained from the investigative consumer reporting agencies named below:

Applicant Insight, P.O. Box 458, New Port Richey, FL 34656, phone 800-771-7703

If a consumer report is obtained and you reside in a state with a legal requirement to provide a free copy of the consumer report upon request, we will automatically instruct the consumer reporting agency to send you a copy of the report at no charge. The report may contain information regarding your character, general reputation, personal characteristics and mode of living. The nature and scope of the report is: financial and credit history, criminal records search, licensing and disciplinary action history, and employment and/or appointment history verification.

#### Acknowledgement

Policies on monthly EFT only		
Issued Policies:	Advanced period:	
Health Insurance	Nine (9) Months	
Life Insurance	Nine (9) Months	

Form: RNGA-CAA 19578

#### GA named below:

- Requests commission advancing as indicated above.
- Agrees to the Terms of this Agreement
- Authorizes Reserve National Insurance Company and its affiliates to procure one or more consumer reports and
  to share the information obtained therefrom with each other with respect to establishing my eligibility for
  commission advancing, appointment, promotion, reassignment, and or retention as an agent, and/or
  representative of Reserve National Insurance Company or one or more of its affiliates.
- If GA is incorporated or is a limited liability company:

  For and in consideration of the Company's advancing commissions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees to be personally bound by all the terms and obligations of this Financing Agreement and Note and Security Agreement and does hereby personally guarantee the performance of all provisions and obligations of the GA hereunder.

The undersigned states: Entering my name below constitutes my electronic signature, and is intended by me to have legally binding effect. By signing in this manner, I am assenting to the terms and conditions of this document in the same way as if I had provided my signature manually upon this document.

GENERAL AGENT (the "GA")	RESERVE NATIONAL INSURANCE COMPANY
Ву:	Ву:
Name Printed:	Name Printed: Kemp J. Cole
	Title: Senior Vice President
If Incorporated or LLC, also sign below:	
Name of Corporation or LLC	
Signed	
Title	



**Kemper Senior Solutions** 

# ACKNOWLEDGEMENT CONCERNING HIPAA NOTICE OF PRIVACY PRACTICES FOR PROTECTED HEALTH INFORMATION

By signing below, the undersigned acknowledges and agrees that he/she will (a) use and disclose "protected health information" only as permitted and required by the HIPAA Notice of Privacy Practices for Protected Health Information (the "HIPAA Privacy Notice"), which relates to proposed insureds and insureds of Reserve National Insurance Company, underwriting insurer for Kemper Health Solutions and Kemper Senior Solutions (collectively, the "Company"); (b) not use or disclose such information other than as permitted or required by the HIPAA Privacy Notice or applicable law; and (c) carry out his/her obligations under any agreement entered into with the Company in accordance with the HIPAA Business Associate Agreement entered into by and between the undersigned and the Company.

A copy of the HIPAA Privacy Notice, which the undersigned acknowledges that he/she has received and reviewed, follows this Acknowledgment.

The undersigned understands that a violation of any applicable requirements concerning "protected health information" may result in termination of the undersigned's appointment with the Company.

The undersigned states: Entering my name below constitutes my electronic signature, and is intended by me to have legally binding effect. By signing in this manner, I am assenting to the terms and conditions of this document in the same way as if I had provided my signature manually upon this document.

Signature:	
Name:	
Date (mm/dd/yyyy):	

#### RESERVE NATIONAL INSURANCE COMPANY

#### **HIPAA Notice of Privacy Practices for Protected Health Information**

### THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

In this notice, Reserve National Insurance Company is referred to as "Reserve National," "we," "us" or "our."

This notice describes how we maintain the privacy of your protected health information we have, and how we may use and disclose that information. Protected health information includes individually identifiable information that relates to (1) your past, present or future physical or mental health or condition, (2) your health care or (3) payment for your past, present or future health care. This notice also describes your rights concerning your protected health information and how you can exercise those rights. We are required to provide this notice to you by a federal law known as the Health Insurance Portability and Accountability Act ("HIPAA"). This notice is effective April 14, 2003.

HIPAA requires us to (1) maintain the privacy of your protected health information; (2) provide you this notice of our legal duties and privacy practices with respect to your protected health information; and (3) follow the terms of this notice.

Our employees and agents are required to comply with our requirements that maintain the privacy of protected health information and protect it from inappropriate use or disclosure. They may look at your protected health information only when there is an appropriate reason to do so, such as to administer our insurance policies.

#### **How We Use and Disclose Protected Health Information**

The main reasons for which we may use and disclose your protected health information are to evaluate and process any requests for coverage and claims for benefits you may make. The following describe these and other uses and disclosures, together with some examples:

- For Treatment: We may disclose protected health information to doctors, hospitals and other health care providers who treat you. For example, health care providers may request medical information from us to supplement their own records.
- For Payment: We may use and disclose protected health information to pay or determine benefits under your health insurance coverage or for various payment-related functions. For example, we may review protected health information contained on claims to reimburse providers for services rendered. We may disclose protected health information to assist you with your inquiries or disputes. We may also disclose protected health information to health care providers who contact us concerning your eligibility for benefits under your health insurance coverage with us.
- For Health Care Operations: We may also use and disclose protected health information for our insurance operations. These purposes include evaluating a request for health insurance, underwriting, premium rating, administering our health insurance policies and processing transactions requested by you. We may disclose protected health information to our agents, if they need to receive it to assist you or us. We may also disclose protected health information to com-

panies affiliated with us, and to business associates, if they need to receive it to provide a service to us, and they agree to abide by specific HIPAA rules relating to the protection of protected health information. An example of a business associate is a company that provides general administrative services. Protected health information may be disclosed to reinsurers for underwriting, audit or claim review reasons. Protected health information may also be disclosed as part of a potential merger or acquisition involving our business in order to make an informed business decision regarding any such prospective transaction.

- To Others Involved in Your Health Care: We may disclose your protected health information to a relative, a friend or any other person you identify, provided the information is directly relevant to that person's involvement with your health care or payment for that care. For example, if a family member or caregiver calls us with prior knowledge of a policy or claim, we may confirm benefits that may or may not be payable, whether a claim has been received and paid or if we need any additional information to process the claim, and any premiums that may have been paid or may be due.
- Where Required by Law or for Public Health Activities: We may disclose protected health information when required by federal, state or local law. Examples of such mandatory disclosures include providing protected health information to a governmental agency or regulator with public health oversight authority or health care oversight.
- To Avert a Serious Threat to Health or Safety: We may disclose protected health information to avert a serious threat to someone's health or safety, or to federal, state or local agencies engaged in disaster relief and private disaster relief or disaster assistance agencies to allow such entities to assist in disaster situations.
- For Health-Related Benefits or Services: We may use and disclose protected health information to provide you with information about benefits available to you under your current coverage or policy and about health-related products or services that may be of interest to you. For example, we may disclose protected health information to our agents for such purposes.
- For Law Enforcement or Specific Government Functions: We may disclose protected health information in response to a request by a law enforcement official made through a court order, subpoena, warrant, summons or similar process. We may disclose protected health information about you to government officials for law enforcement, correctional, intelligence, counterintelligence and other national security activities authorized by law.
- When Requested as Part of a Regulatory or Legal Proceeding: If you or your estate are involved in a lawsuit or a dispute, we may disclose protected health information about you in response to a court or administrative order. We may also disclose protected health information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if we receive satisfactory assurance that efforts have been made to tell you about the request or to obtain an order protecting the protected health information requested. We may disclose protected health information to any governmental agency or regulator with whom you

have filed a complaint or as part of an examination by a regulatory agency. We may also disclose protected health information to comply with laws relating to any claim for benefits under workers' compensation or other similar programs.

• Other Uses of Protected Health Information: Other uses and disclosures of protected health information not described in notice but which are permitted by law will be made only with your written authorization or that of your legal representative. If we are authorized to use or disclose protected health information about you, you or your legal representative may revoke that authorization, in writing, at any time, except to the extent that we have taken action relying on the authorization or if the authorization was obtained as a condition of obtaining your health insurance coverage. We would not be able to take back any disclosures we have already made pursuant to an authorization.

### Your Rights Regarding Protected Health Information We Maintain About You

Under HIPAA, you have the following rights concerning your protected health information:

- Right to Inspect and Copy Your Protected Health Information: In most cases, you have the right to inspect and obtain a copy of the protected health information that we maintain about you. To inspect and copy protected health information, you must submit your request in writing to us at Reserve National Insurance Company, Attention: Privacy Official, 601 East Britton Road, Oklahoma City, OK 73114. To receive a copy of your protected health information, you may be charged a fee for the costs of copying, mailing or other supplies associated with your request. However, certain types of protected health information will not be made available for inspection and copying. This includes psychotherapy notes; and may also include protected health information collected by us in connection with, or in reasonable anticipation of, any claim or legal proceeding. In very limited circumstances we may deny your request to inspect and obtain a copy of your protected health information. If we do, you may request that the denial be reviewed. An individual we choose who was not involved in the original decision to deny your request will conduct the review. We will comply with the outcome of that review.
- Right to Amend Your Protected Health Information: If you believe that your protected health information is incorrect or incomplete, you have the right to ask us to amend your protected health information while it is kept by or for us. You must provide your request and your reason for the request in writing, and submit it to us at the address noted above. We may deny your request if it is not in writing or does not include a reason that supports the request. In addition, we may deny your request if you ask us to amend protected health information that (1) is accurate and complete; (2) was not created by us, unless the person or entity that created the protected health information is no longer available to make the amendment; (3) is not part of the protected health information kept by or for us; or (4) is not part of the protected health information that you would be permitted to inspect and copy.
- **Right to a List of Disclosures:** You have the right to request a list of the disclosures of your protected health information we have made. This list will not include disclosures made for treatment, payment, health care operations, for purposes of national security, made to law

enforcement or to corrections personnel or made pursuant to your authorization or made directly to you. To request this list, you must submit your request in writing to the address noted above. Your request must state the time period from which you want to receive a list of disclosures. The time period may not be longer than six years and may not include dates before April 14, 2003, or such earlier date as may be provided under HIPAA. Your request should indicate in what form you want the list (for example, on paper or electronically). The first list you request within a 12-month period will be free. We may charge you for responding to any additional requests. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

- Right to Request Restrictions: You have the right to request a restriction or limitation on protected health information we use or disclose about you for treatment, payment or health care operations, or that we disclose to someone who may be involved in your care or payment for your care, like a family member or friend. While we will consider your request, we are not required to agree to it. If we do agree to it, we will comply with your request. To request a restriction, you must make your request in writing to the address noted above. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply (for example, disclosures to your spouse or parent). We will not agree to restrictions on protected health information uses or disclosures that are legally required, or which are necessary to administer our business.
- Right to Request Confidential Communications: You have the right to request that we communicate with you about protected health information in a certain way or at a certain location if you tell us that communication in another manner may endanger you. For example, you can ask that we only contact you at work or by mail. To request confidential communications, you must make your request in writing to the address noted above and specify how or where you wish to be contacted. We will accommodate all reasonable requests.
- Right to File a Complaint: If you believe your privacy rights have been violated, you may file a complaint with us or with the Secretary of the Department of Health and Human Services. To file a complaint with us, please contact Reserve National Insurance Company, Attention: Privacy Official, 601 East Britton Road, Oklahoma City, OK 73114. All complaints must be submitted in writing. You will not be penalized for filing a complaint. If you have questions on how to file a complaint, please contact our Customer Service Department by telephone at 1-800-654-9106.

#### **Additional Information**

Changes to this Notice: We reserve the right to change the terms of this notice at any time. We reserve the right to make the revised or changed notice effective for protected health information we already have about you as well as any protected health information we receive in the future The effective date of this notice is noted above. This notice is automatically amended to comply with applicable law if such law relating to HIPAA or other privacy matters is amended.

Further Information: If you have questions regarding this notice or to obtain another copy of it, you may contact us by mail at Reserve National Insurance Company, Attention: Privacy Official, 601 East Britton Road, Oklahoma City, OK 73114 or by telephone at 1-800-654-9106.



Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

#### A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to <a href="https://www.ftc.gov/credit">www.ftc.gov/credit</a> or write to:

Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

- You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment or to take another adverse action against you must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- You have the right to ask for a credit score. Credit scores are numerical summaries of your
  credit worthiness based on information from credit bureaus. You may request a credit score
  from consumer reporting agencies that create scores or distribute scores used in residential real
  property loans, but you will have to pay for it. In some mortgage transactions, you will receive
  credit score information for free from the mortgage lender.
- You have the right to dispute incomplete or inaccurate information. If you identify
  information in your file that is incomplete or inaccurate, and report it to the consumer reporting
  agency, the agency must investigate unless your dispute is frivolous. See <a href="www.ftc.gov/credit">www.ftc.gov/credit</a> for
  an explanation of dispute procedures.
- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to <a href="https://www.ftc.gov/credit">www.ftc.gov/credit</a>.
- You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- Identity theft victims and active duty military personnel have additional rights. For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613- 6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Consumer Help (FRCH) P O Box 1200 Minneapolis, MN 55480 Telephone: 888-851-1920 Website Address: www.federalreserveconsumerhelp.gov Email Address: ConsumerHelp@FederalReserve.gov
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation , Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202- 720-7051

# Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

.2	Name (as shown on your income tax return)		
on page	Business name, if different from above		
or type uctions	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited (liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Other (see instructions) ▶		
Print ic Instr	Address (number, street, and apt. or sulte no.)	Requester's name a	and address (optional)
p Specific	City, state, and ZIP code		
See	List account number(s) here (optional)		
Par	Taxpayer Identification Number (TIN)	······································	
backu	your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to withholding. For individuals, this is your social security number (SSN). However, for a re-	sident	security number
	sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entit mployer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> o		or
	If the account is in more than one name, see the chart on page 4 for guidelines on whose to enter.	Employ	er 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).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

provide yo	on conect ma. dee ble	nstitutions on page 4.
Sign Here	Signature of U.S. person ►	Date ▶
_		

#### General Instructions

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

#### Purpose of Form

A person who is required to file an Information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident allen.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of Income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

• The U.S. owner of a disregarded entity and not the entity,



**Kemper Senior Solutions** 

#### MISSOURI '

# CERTIFICATION CONCERNING DECEPTIVE PRACTICES OR MISREPRESENTATION IN THE SOLICITATION OF LIFE INSURANCE

Missouri insurance regulations require that you be notified of the contents of the following regulation: 20 CSR 400-5.200 entitled "Deceptive Practices or Misrepresentation in the Solicitation of Life Insurance."

This regulation may be accessed via the Missouri Secretary of State's website (Code of State Regulations under Administrative Rules) at:

http://sos.mo.gov/adrules/csr/current/20csr/20c400-5.pdf

By signing below, the undersigned certifies that he/she has been notified of the foregoing regulation and its contents.

The undersigned states: Entering my name below constitutes my electronic signature and is intended by me to have legally binding effect. By signing in this manner, I am assenting to the terms and conditions of this document in the same way as if I had provided my signature manually upon this document.

Signature:	,
Name:	
Date (mm/dd/yyyy):	
MO Cert-1 (7/12)	



**Kemper Senior Solutions** 

### Florida County Selection Form for Residents and Non-Residents

Must be completed if you are applying for a Florida appointment. For a resident appointment, please indicate one and only one county. If applying for a Florida non-resident appointment, please indicate as many counties as necessary.

An individual licensed and appointed by the State of Florida as a nonresident agent is not permitted to solicit personally in Florida, unless, in addition to state appointment for the insurer, he/she is appointed to represent the same insurer for each county in which he or she represents and engages in person in the activities as an agent for the insurer.

01 Dade	15 Manatee	29 Columbia	43 Okaloosa	57 Okeechobee
02 Duval	16 Sarasota	30 Hardee	44 Sumter	58 Calhoun
03 Hillsborough	17 Seminole	31 Suwanee	45 Bradford	59 Franklin
04 Pinellas	18 Lee	32 Indian River	46 Jefferson	60 Glades
05 Polk	19 Brevard	33 Santa Rosa	47 Citrus	61 Flagler
06 Palm Beach	20 St. Johns	34 De Soto	48 Clay	62 Lafayette
07 Orange	21 Gadsden	35 Madison	49 Hendry	63 Union
08 Volusia	22 Putnam	36 Walton	50 Washington	64 Collier
09 Escambia	23 Bay	37 Taylor	51 Holmes	65 Wakulla
10 Broward	24 St. Lucie	38 Monroe	52 Baker	66 Gulf
11 Alachua	25 Jackson	39 Levy	53 Charlotte	67 Liberty
12 Lake	26 Osceola	40 Hernando	54 Dixie	
13 Leon	27 Highlands	41 Nassau	55 Gilchrist	
14 Marion	28 Pasco	42 Martin	56 Hamilton	

Please indicate as many counties as necessary, keeping in mind that the county appointment fees for any additional counties over a total of 2 will be the responsibility of the requesting agent.



#### **Kemper Senior Solutions**

#### **VIRGINIA**

# CERTIFICATION CONCERNING CERTAIN ADMINISTRATIVE LETTERS SPECIFICALLY APPLICABLE TO YOU AS A LICENSED AGENT IN VIRGINIA

THE BUREAU OF INSURANCE REQUIRES US TO MAKE YOU AWARE OF CERTAIN ADMINISTRATIVE LETTERS SPECIFICALLY APPLICABLE TO YOU AS A LICENSED AGENT IN VIRGINIA. A COMPLETE LISTING OF THE BUREAU'S ADMINISTRATIVE LETTERS CAN BE FOUND, BY YEAR OF ISSUANCE, AT THE BUREAU'S WEBSITE AT:

http://www.scc.virginia.gov/boi/adminlets/allagents.aspx

SPECIFICALLY, YOU SHOULD REVIEW, AT A MINUMUM, THE FOLLOWING ADMINISTRATIVE LETTERS:

1981-15 – Adverse Underwriting Decisions

1981-16 – Adverse Underwriting Decisions

2001-9 – SCC Advises Agents to Beware when Selling Health Insurance Coverage

2002-1 – Procedures to Recognize Military Call-Up to Active Duty – Agent Licensing and Agent Appointment Processes

2002-9 – Insurance Activities Requiring Persons to be Licensed

Each year the Bureau of Insurance releases an Administrative Letter summarizing insurance legislation enacted by the Virginia General Assembly for that year.

Further, we are required to furnish you a copy of Administrative Letter 2008-3 entitled "Rules Governing Military Sales Practices (14 VAC 5-420-10 et seq.). A copy of this Administrative Letter can be found at:

http://www.scc.virginia.gov/boi/adminlets/08-03.pdf

By signing below, the undersigned certifies that he/she has been notified of and received each of the Administrative Letters referenced herein.

The undersigned states: Entering my name below constitutes my electronic signature, and is intended by me to have legally binding effect. By signing in this manner, I am assenting to the terms and conditions of this document in the same way as if I had provided my signature manually upon this document.

	•	•	 	
Signature:				
Name:				
Date (mm/dd/yyyy):				