

WASHINGTON NATIONAL INSURANCE COMPANY

DIRECT PAID AGENT CONTRACT APPLICATION

Cary A. Levinson & Associates, Inc.
Life Brokerage Services
5551 N. University Drive, Suite 201
Coral Springs, FL 33067
800-375-2279

TYPE OR PRINT

Appointment Type: Individual Corporate

Name: _____ Corporation Name: _____

Other Name Used: _____ From: _____ To: _____

Other Name Used: _____ From: _____ To: _____

Social Security #: _____ Tax ID: _____

Birth Date: ____/____/____ Errors and omissions coverage: Yes No Carrier _____

Home Phone: _____ Business Phone: _____ Fax: _____

Email Address: _____ Non-resident appointments _____

(Your email address is required to access online commission information.)

(Agent will be charged for any non-resident appointment fees)

BENEFICIARY DESIGNATION Pursuant and subject to Paragraph X.4 of the Sales Representative Agreement, I hereby designate the following person(s) to receive any vested commissions which may be due after my death:

[Name] _____ [Percent] _____ [Name] _____ [Percent] _____

[Address] _____ [Address] _____

[Relationship to Me] _____ [Relationship to Me] _____

ADDRESS INFORMATION

Mailing Preference: Resident Business

Business Address

Street:	City:	State:	Zip:
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Current Resident Address

Street:	City:	State:
Zip:	From (MM/YY):	To (MM/YY):

PROVIDE ALL ADDRESSES NOT LISTED ABOVE COVERING 7 YEARS

Previous Address #1

Street:	City:	State:
Zip:	From (MM/YY):	To (MM/YY):

Previous Address #2

Street:	City:	State:
Zip:	From (MM/YY):	To (MM/YY):

Previous Address #3

Street:	City:	State:
Zip:	From (MM/YY):	To (MM/YY):

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BACKGROUND

Please provide a complete explanation of any "yes" answers on a separate sheet:

1. Have you ever had your insurance license or securities license suspended or revoked or have you ever had any application for an insurance license denied by any insurance department? Yes No
2. Have you ever pled guilty or nolo contendere to or been found guilty of a felony or a crime including but not limited to crimes involving dishonesty, breach of trust, or a violation of any federal law or are you now under indictment? Yes No
3. Have you ever had a complaint filed against you with an insurance department, NASD or other regulatory agency or do you anticipate one being filed or have you ever been terminated by any company for cause? Yes No
4. Are you at the present time involved in any litigation or are there any unsatisfied judgments or liens (including state or federal tax liens) against you? Yes No
5. Do you owe an insurance company or other person for any premiums collected or money advanced? Yes No
6. Has any company or other person alleged that it has not received premiums or other monies due such company or person from you? Yes No

CONDITIONS AND AGREEMENTS

I have thoroughly reviewed this application and have answered all questions to the best of my knowledge. By signing below, I hereby attest to all matters set forth above and agree to all matters set forth below. I hereby agree that if the Company issues to me Sales Representative Agreement WN-CNRT-PD-1115 and Exhibit A for which I hereby apply, I will be bound by Agreement WN-CNRT-PD-1115 and Exhibit A. I understand that my supervising office has specimen forms of Agreement WN-CNRT-PD-1115 and Exhibit A on file and I have had the opportunity to review Agreement WN-CNRT-PD-1115 and Exhibit A. Submitting to the company any application for an insurance policy or annuity contract shall constitute my agreement to Agreement WN-CNRT-PD-1115 and Exhibit A, and all of the terms, conditions, and provisions set forth therein. I acknowledge that by signing this Contract Application and by submitting any such insurance application for an insurance policy or annuity contract, I have so agreed to Agreement WN-CNRT-PD-1115 and Exhibit A and no further signature by me shall be necessary. In addition, I agree to act in accordance with the ethical and compliance expectations set forth in the Agent Compliance Guidelines that have been presented to me, and any future revised versions, as applicable. I will be made aware of revised versions of the Guidelines by Field Bulletin and I can access any current version of the Guidelines via wbizlink.com.

FORM W-9. I hereby certify that (1.) The payee's TIN is correct; (2.) The payee is not subject to backup withholding due to failure to report interest and dividend income. **(Note: You must mark out #2 if you are subject to backup withholding)* (3.) The payee is a U.S. person.

I have executed this Contract Application as evidence of the understanding, acceptance and consent of its terms. I understand that, as a part of its approval process, the Company may obtain an investigative consumer report which will contain information regarding my character, general reputation, credit history, personal characteristics and mode of living. Additionally, the Company may obtain an investigative consumer report at any time that it has a business need to do so during my contract term or after termination of my contract for any and all purposes allowable under federal and state law. I hereby authorize the Company to obtain such a report and share findings with others who have a business need to know or who are in a business or contractual relationship with Washington National Insurance Company.

Applicant Signature _____ **Date:** _____

GUARANTEE BY PRINCIPAL OF CORPORATE/LLC OBLIGATIONS

In the event that application is made in the name of a corporation, LLC or other entity, the undersigned individual, as principal of such entity, hereby unconditionally guarantees the full and prompt performance by such entity of any and all obligations under any resulting Sales Representative Agreement. The undersigned waives notice of default and demand for performance and agrees that such obligations may be enforced against the principal as if he or she were the primary obligor.

Principal Signature _____ **Date:** _____

TO BE COMPLETED BY INDEPENDENT PARTNER

Partner _____ Partner Signature _____ Date _____

New Agent Reports Directly To _____ Agent Number _____

WASHINGTON NATIONAL INSURANCE COMPANY DIRECT PAID AGENT CONTRACT APPLICATION

RELEASE OF INFORMATION

I have given permission to Washington National Insurance Company or its duly authorized representative to contact any organization or individual that has knowledge of my past or present employment and financial status. I also give permission for Washington National Insurance Company or its duly authorized representatives to provide information, ask questions, or share findings regarding my background, including information from my credit report, with others who have a business need to know or who are in a business or contractual relationship with Washington National Insurance Company.

In accordance with the privacy act (5 USC 552), Freedom of Information Act and the Fair Credit Reporting Act, I have expressly authorized any person associated with any educational institution, past or present employer, law enforcement agency (local, state, or federal), any private or public medical institution, office, practice, person or practitioner, or any person who has control over any records relating to me or personal knowledge of my character, work experience, criminal or civil records, motor vehicle records, education, medical history, worker compensation history, and overall mode of living, to release this information.

I have released all persons from liability as a result of providing true, accurate information. I also authorize that a copy, photocopy or facsimile of the release contained in the Contract Application be as valid as the original.

AUTHORIZATION FOR RELEASE OF MILITARY HISTORY INFORMATION

I authorize the National Personnel Records Center, St. Louis, Missouri, or other custodian of my military record(s) to release all such information including information of photocopies from my military personnel records and/or any related records. This could include a photocopy of my DD Form 214, Report of Separation. I also authorize that a copy, photocopy or facsimile of this release be as valid as the original.

REQUIRED NOTICE UNDER FCRA

Public Law 91-508 (Fair Credit Reporting Act) requires that we advise you that routine inquiries, such as a consumer report or an investigative consumer report, may be obtained during our initial or subsequent processing which will provide applicable information concerning credit rating, character, general reputation, personal characteristics and mode of living. This information may be obtained from one or more of the commercial reporting agencies offering this service as well as from others. Additional information as to the nature and scope of the inquiry, if one is made, will be provided.

I acknowledge the delivery to me of notice that routine inquiries may be made in connection with my application for a contract with Washington National Insurance Company.

CERTIFICATION

I understand that the answers given by me to the information contained in the Contract Application and the statements made by me are complete and true to the best of my knowledge and belief. I further acknowledge that I have read all of the above and consent freely to the release and waivers authorized. I understand that any misrepresented, inaccurate, or omitted information may result in denial of appointment or disciplinary action up to and including termination of contract.

**WASHINGTON NATIONAL INSURANCE COMPANY
DIRECT PAID AGENT CONTRACT APPLICATION**

ELECTRONIC FUNDS TRANSFER REQUEST FORM

Agent Information

Name on Contract _____

Address _____

City _____ State _____ Zip _____

Phone Number _____

Note: only one of the following fields needs to be completed. Please provide the SSN or Tax ID number if you would like ALL of your agent numbers under that ID updated. If not, please list only the Agent Number(s) to be updated.

SSN or Tax ID on Contract _____

Agent Number(s) _____

Bank Information

Bank Name _____ Checking Account Savings Account

ABA Routing Number _____

Bank Account Number _____

The diagram shows a check with the following fields and annotations:

- Payee:** Sue & Bob Agent, 1234 Main St., Anytown, USA 10000
- Date:** _____
- Pay to the order of:** _____ \$ _____ Dollars
- Bank:** Anytown Bank, Anytown, USA 10000
- For:** _____
- ABA Routing Number:** 250250025 (circled and labeled)
- Bank Account Number:** 0500454613 (circled and labeled)
- Check Number:** 1234 (circled and labeled)
- Amount:** 1234 (shown in a box with an arrow pointing to the check number)

ABA Routing Number: The routing number must be nine digits. The first digits must be 01 through 12 or 21 through 32. Do not use a deposit slip to verify the number because it may contain internal routing numbers that are not part of the actual routing number. If your bank has recently had a merger or name change, please confirm your routing number.

Bank Account Number: The account number can be up to 17 digits and include numbers and letters. Omit hyphens, spaces, and special symbols. Be sure not to include the check number.

Signature _____ **Date** _____

Please return to: Commission Accounting
P.O. Box 1956
Carmel, IN 46082-1956

Or fax to: (317) 817-2855

*Please allow 7 business days for your request to be processed.
Please note that EFT transmissions can take up to 72 hours to be posted to your account.*



Washington National Insurance Company

Sales Representative Agreement

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I. CONCEPT

This agreement is made by and between Washington National Insurance Company, an Indiana company, called “we”, “us” or the “Company” and _____, called “you” or “Representative”. The Company offers life insurance, health insurance and annuity policies or certificates, called “Policies”, to customers through independent producers. The Company and Representative desire to enter into this Agreement and work together for their mutual benefit, through the sale and service of Washington National Insurance Company’s Policies to suitable customers who desire to purchase such Policies.

At its option, which shall not be unreasonably withheld, the Company agrees to contract with and/or appoint, as Washington National Insurance Company’s licensees Sub-Producers recruited by you, and Sub-Producers recruited by your Sub-Producers, (collectively referred to as “Sub-Producers”) who meet the standards then generally required by us in the appointment of agents. If a Sub-Producer who is already under a contract with the Company is assigned to you, your responsibilities with respect to that Sub-Producer are the same as if you recruited the Sub-Producer to the Company unless otherwise agreed in writing by you and the Company.

Sub-Producers may be contracted only on standard Sales Representative Agreements or Licensed Only Agent Acknowledgements and accompanying schedules approved by and made available through the Company.

The Company may immediately suspend your ability to recruit Sub-Producers under this Agreement, if the Company has reasonable cause to suspect that you have engaged in conduct involving violation of the terms of your Agreement. You will be notified, in writing, of the reason and the terms of any suspension.

The term “Policy” or “Policies” shall also include products, benefits or services offered through Washington National Insurance Company’s distribution agreements with other insurance carriers, benefit providers and/or service providers.

II. AGREEMENT DATE

The Agreement Date applies to all Policies issued on or after the Agreement Date, which is specified on the signature page of this Agreement.

III. DUTIES, OBLIGATIONS, AUTHORIZATION, AND LIMITATIONS

The following conditions shall apply to you or to any of your employees and/or Sub-Producers:

1. You and all Sub-Producers shall have no other powers or authority other than those expressly granted in this Agreement, and no other or greater power or authority shall be implied by the grant or denial of powers or authority specifically mentioned.
2. This Agreement applies specifically to Policies issued by the Company, which are listed on Compensation Schedules provided to representative and made a part of this Agreement. This Agreement shall also apply to products, benefits or services offered through the Company’s distribution agreements with other insurance carriers, benefit providers and/or service providers.
3. For as long as you are contracted with the Company, licensed, appointed by Washington National Insurance Company and in good standing with the regulatory authorities, the Company hereby authorizes you to:
 - a. Personally produce applications for Policies covered by this Agreement; This application may be signed and submitted electronically pursuant to rules adopted by the Company; and
 - b. Collect the first premiums on such Policies in the form of a check or money order made payable to Washington National Insurance Company; and

- c. Solicit, through Sub-Producers selected by you and appointed by us, applications for Policies covered by the Sub- Producer's Sales Representative Agreements or Licensed Only Acknowledgments.
4. Neither you nor any of your employees or Sub-Producers has any authority to make, alter, modify or discharge any Policy, any provision in any Policy, application, conditional receipt or any other writing for the Company, or to extend or waive any provision of the Policy; to extend the time for payment of premiums; to waive or extend any policy condition or to waive any forfeiture; to accept payment of any past due premium, except as requested by the Company; to approve or recommend approval of evidence of insurability; to make any representation or state any opinion regarding the validity or payment of any claim; to guarantee current interest or premium rates; to guarantee the continuance of any practice or procedure of the Company; or to incur any expenses or obligation whatsoever in the name of Washington National Insurance Company without specific written authority from an officer of the Company.
 5. The Company reserves the right at any time to change any guideline, rule, policy, instruction or directive relating, but not limited to, market conduct, underwriting rules or guidelines, mortality rates and interest crediting rates. You agree to promptly inform all Sub-Producers or employees of our rules, regulations and policies and of any amendment, addition, change or modification of same by the Company.
 6. You shall make full disclosure to us of all facts known or learned about any applicant for coverage that relates to insurability.
 7. We will pay all customary underwriting costs, including all reasonable costs, expenses and fees for obtaining such medical and other information we consider necessary to determine the insurability of applicants for Policies. If a Policy is issued as applied for and cannot be delivered to the applicant for any cause whatsoever, or the applicant fails or refuses to accept the Policy as issued, or if you cause us in any way to incur unnecessary underwriting costs, then we reserve the right to offset from your compensation any or all such underwriting expenses.
 8. You are responsible for all expenses, other than the customary underwriting costs referred to above, incurred by you or your Sub-Producers in the performance of this Agreement.
 9. You agree to keep accurate and complete records and accounts of all transactions, and shall provide the Company complete access and right to inspect and copy all records, vouchers, bank accounts, transactions, correspondence and other information we may reasonably require as they relate to business placed with us. You agree to provide the Company with current, accurate and complete records regarding your address, contact information, taxpayer identification number and other information we may reasonably require to pay you Compensation under this Agreement. You agree that your obligation under this Section III, item 9, shall survive the termination of this Agreement.
 10. You agree to exercise reasonable care and diligence to ensure that the Policies covered by us under this Agreement are maintained current and in force. You understand that it is your responsibility to provide reasonable post sales services to Policyholders and beneficiaries of Policies and to exert your best efforts to promote the interest of the Company as contemplated by this Agreement.
 11. You agree not to open any bank or other account(s) in the Company's name.
 12. You agree not to endorse, cash or deposit any check, draft or money order payable to Washington National Insurance Company.
 13. Monies received by you or employees for or on account of Washington National Insurance Company may not be used for any personal or other purpose whatsoever. Such monies shall be deemed to have been received by you as a fiduciary in trust for us and shall be remitted immediately to the Company in

accordance with our rules and instructions. In connection with the sale of our products or the servicing of our Policies, you are responsible to the Company for all acts of any Sub-Producers appointed by us at your direction and for monies received by them for the Company's account.

14. At the Company's request you shall become bonded in such manner and amount as the Company may require, at your expense.
15. You agree to ensure that you and employees and Sub-Producers who are involved in the insurance selling and solicitation process will be licensed, appointed by us, and trained in accordance with the Company's standards of market conduct, which includes adhering to the Company's Corporate Code of Conduct where applicable and standards of conduct contained in this Agreement. You agree also to ensure that you and your Sub-Producers are familiar with and understand the terms and conditions of the Policies and the supporting marketing literature made available by us in connection with any of the Policies which you sell under this Agreement.
16. You agree not to deliver a Policy, if applicable, unless you can reasonably determine that the proposed insured is in as good health as at the time of application, and unless the first premium has been fully paid. You agree to return any Policy, which cannot be delivered within 30 days for any reason to the Company's home office at the end of the 30-day delivery period.
17. You agree that you will sell Policies and otherwise perform under this Agreement in compliance with all applicable federal and state laws, statutes, regulations and guidelines and with all the Company's rules and procedures which are intended to implement or which are otherwise related to such laws, statutes, regulations or guidelines. You acknowledge the Company's obligation to investigate alleged breaches of such laws, statutes, regulations, guidelines, rules or procedures as it may deem appropriate, and to act on the findings of such investigations. You further agree to cooperate fully in any investigation.
18. You are an independent contractor. Nothing in this Agreement, or otherwise, creates or shall be construed to create the relationship of master and servant or employer and employee between the Company and you. The Company does not direct you as to the time, place or manner of the solicitation of insurance applications. You are an independent contractor for purposes of unemployment compensation, worker's compensation, income tax withholding, employee benefit plans, Social Security and all other purposes. You are responsible for all taxes, including self-employment (S.E.C.A.) taxes on your commissions.
19. You agree that all Company presentation books, policyholder lists, database marketing information, Customer Profiles group re-service reports, any lead cards, lead lists, rate books, letters, sales materials, supplies and other similar materials and the like, contain valuable, confidential and proprietary information for the sole purpose of marketing products and services of Washington National Insurance Company, and you will not, nor will you allow others to, make use of this information for any other purpose. You agree that you will not, nor will you allow others to, use, disclose, or make use of any of this confidential information while this Agreement is in effect or following termination of this Agreement.
20. You recognize the confidential and proprietary nature of presentation books, policyholder lists, database marketing information, Customer Profiles group re-service reports, any lead cards, lead lists, rate books, letters, sales materials, supplies and other similar materials and the like are sometimes distributed to sales representatives for their use but not intended for further distribution to the general public. You will ensure that these materials are not distributed to any other person or entity and will return any such materials if this Agreement is terminated.
21. You agree to conduct your activities in a professional manner and in accordance with all laws and regulations in force in the states in which you market any Washington National Insurance Company

products and you further agree to abide by all present and future decisions and instructions issued by the Company. You agree to ensure that your Sub-Producers are familiar with the Code of Conduct in their Agreement. You agree to comply and cooperate with the Company in any investigations and understand that this Agreement can be terminated for cause for your failure to cooperate or comply with the company's market conduct related rules, procedures or guidelines. You agree to, adhere to, and subscribe willingly to the following Standards of Conduct:

I **WILL AVOID** all high-pressure sales tactics.

I **WILL** engage in active and fair competition by not making any disparaging remarks about any other agent or insurer.

I **WILL NOT** misrepresent any policy benefit, condition or limitation.

I **WILL NOT** recommend inappropriate policy replacements.

I **WILL NOT** change or modify any existing policy without the owner's consent.

I **WILL** comply with all applicable laws and regulations that pertain to the sale of policies.

I **WILL NOT** rebate to or share my commissions with any Applicant or Policyholder in any manner whatsoever.

I **WILL** encourage my employees to conduct themselves in a manner that is consistent with the Company's Corporate Code of Conduct and the Standards of Conduct contained in this Agreement and take corrective action when those standards are not being met.

I **WILL** practice strict adherence to ethical insurance sales practices during prospecting and presenting Policies.

I **WILL** clearly disclose all Policy conditions, exclusions and limitations to my clients.

I **WILL** strive to fully understand all of the Company's Policies which I sell by reviewing pertinent communications, or participating in continuing education training programs as needed so that I will be better able to properly advise my clients; and

I **WILL AVOID** participation in any conduct that would bring dishonor upon either my profession or the Company.

I **WILL NOT** collect, access, use, disclose to a third party, or dispose of Personally Identifiable Information (PII) as defined in Section IV about a prospective, current or former customer of the Company except as directly in connection with my performance of services under this Agreement.

22. You hereby agree to indemnify, defend, and hold the Company harmless from any and all claims, actions, suits, demands, losses, expenses, including, but not limited to, reasonable attorney fees, costs and damages resulting from any act of or omission of negligence or misfeasance by you, any Sub-Producers, or any employee of yours. You agree that your obligations under this Section III will survive termination of this Agreement.
23. The Company will restrict the transfer of any Sub-Producer of any Sales Representative to another Sales Representative according to Company guidelines. An agent with no outstanding debt may be released from an Independent Partner if one of the following occurs:
 - a. A formal release is obtained in writing from the existing Independent Partner that the agent is active with;

- b. An agent self terminates and is then, eligible for rehire 6 months from the date of termination;
 - c. An agent is active for at least 6 months but has not written any new business within the last 6 months.
24. You agree that any and all "Nonpublic Personal Information" obtained by you on behalf of or from Company in the performance of your duties and obligations under this Agreement shall be used by you only as necessary to fulfill your obligations under this Agreement and shall not be disclosed to any other person, unless specifically authorized in writing by the Company or the person who is the subject of the "Nonpublic Personal Information," or as otherwise permitted by law. You agree to establish physical, electronic, and administrative procedures to protect the security and confidentiality of "Nonpublic Personal Information."

"Nonpublic Personal Information" has the meaning set forth in section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) and any federal and state laws and regulations that implement that Act and includes but is not limited to name, address, and financial or health information of a policyholder, insured, applicant, or prospect.

You further agree to abide by the provisions of Exhibit A.

This section survives the termination of the Sales Representative Agreement.

25. You agree to the below if you request the appointment of a Licensed Only agent (LOA):
- a. That the Company has no obligation to the LOA for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expenses incurred by the LOA in the solicitation of applications for insurance issued by the Company, it being expressly understood that LOA is under direct contract with the Representative who has personally agreed to compensate LOA for such services and LOA agrees to hold the Company harmless from any claims for payment of commissions, and to look only to Representative for payment of commissions; and
 - b. That you further agree to be personally and fully liable to the Company for all business transacted by the LOA and will indemnify and hold the Company harmless from any and all claims of loss or damages resulting from any act of LOA.

IV. INFORMATION PRIVACY AND SECURITY

1. "Personally Identifiable Information" or "PII" means any information that reasonably identifies a specific individual, including without limitation: name, address, telephone number, email address, date of birth, social security number, drivers license number, insurance or annuity policy number, Medicare identification number, bank account and routing numbers, credit/debit card numbers, government-issued identification number, health and medical information (including payment for medical treatment), net worth and financial asset information, information created through the insurance underwriting process, consumer credit reports, log-in credentials, signature images, and any other unique identifier that is not publically available. The definition of PII shall also incorporate the meanings of "Individually Identifiable Health Information", "Protected Health Information" and "Non Public Personal Information" as defined in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 and the Gramm Leach Bliley Act of 1999 respectively.
2. You understand and agree that you have a contractual obligation to ensure the privacy and security of PII used or disclosed in connection with your activities pursuant to this Agreement.

3. You understand and agree that you also may be directly subject to federal and state laws and regulations governing the privacy and security of information used or disclosed in connection with your activities on behalf of the Company.
4. You understand and agree that PII of a prospective, current, former customer is an asset belonging to such person and that your authorization to use or disclose such PII is limited to that required to perform activities on behalf of the Company. Further you understand and agree that you shall have no authorization to use or disclose PII for any other purpose of on behalf of any other person.
5. You understand and agree to the additional terms and conditions set forth in the Privacy Addendum attached hereto and incorporated herein by reference as Exhibit A.
6. You understand and agree that your obligations under this Section IV and the Privacy Addendum shall survive termination of this Agreement.

V. ADVERTISING

Only materials provided by the Company shall be used in soliciting policies. Neither you nor any employees shall print any material for publication or distribution, any advertisement, circular, statement, product illustration or any other document relating to the business or the standing of Washington National Insurance Company unless the same shall have been previously approved in writing by an authorized employee of the Company. Disciplinary action, up to and including termination, may result if materials that have not been approved by the Company are used.

VI. TERRITORY AND ASSIGNMENT

1. You may solicit and market in any territory in which Washington National Insurance Company is authorized to do business and in which you are licensed and appointed with Washington National Insurance Company, unless you are advised by us in writing to cease marketing a particular Policy or Policies or to cease doing business in a particular territory.
2. Your appointment is not exclusive in such territory and we may appoint other representatives in the territories at our discretion.
3. The Company reserves the right at any time to withdraw from any territory, and to discontinue or withdraw or amend any Policies used in a territory without prejudice to its right to operate in any other territory.

VII. RELATIONSHIP

This Agreement shall not be construed to create the relationship of employer and employee between the Company and you or any of your Sub-Producers. You and any Sub-Producers appointed under you are and shall be considered an independent contractor. You shall be free to exercise independent judgment as to the time and place of performing all acts authorized under this Agreement except as provided in Section III.

VIII. LIEN FOR INDEBTEDNESS AND ASSIGNMENT

1. We may offset, against any sums due or becoming due to you under this or any other Agreement between you and Washington National Insurance Company, any monies owed to the Company by you or any of your employees or sub-producers arising from this or any other Agreement between you and the Company. A first lien is hereby reserved to the Company for the satisfaction of any such debt or liability.
2. The Company may at its' discretion require immediate payment of any indebtedness to the Company upon demand.

3. After termination of this Agreement, any monies owed to the Company under the terms of this Agreement shall immediately be payable to the Company. Any debt unpaid within thirty (30) days thereof shall accrue interest at the legal rate.
4. You shall be responsible for all reasonable expenses and attorney's fees incurred by the Company in any proceedings required to collect any monies owed to the Company by you or any of your employees or sub-producers as well as interest on such monies at the legal rate.
5. No assignment of this Agreement or of compensation earned or accrued shall be valid unless authorized in advance in writing by the Company. Any assignments so authorized shall be subject to any and all indebtedness of yours to the Company.
6. The terms of this Agreement apply to the indebtedness of any of your sub-producers. It is the right of the Company to "roll-up" any debt.

IX. COMPENSATION

1. Compensation under this Agreement is described on the Compensation Schedules which are attached to your Welcome Letter and are incorporated herein by reference. Compensation Schedules are specific to each Washington National Insurance Company product. You will receive your compensation directly from Washington National Insurance Company's designated paymaster.
2. Your direct compensation shall be based on premiums paid on Policies issued by us on applications obtained by you prior to the termination date of this Agreement, at the rates specified in the Compensation Schedules provided.
3. Your overriding compensation shall be based on premiums paid on Policies issued by us on applications obtained by your Sub-Producers prior to the termination date of this Agreement, at the rates specified in the Compensation Schedules provided, less the rates specified in your Sub-Producers' Agreement. Overriding compensation will only be paid if you are appropriately licensed and appointed in the applicable states.
4. Company shall have the right to recover any unearned compensation paid to you under Section VIII:
 - a. When any compensation has been paid in error;
 - b. If the Company refunds premiums at any time for any reason;
 - c. When any other compensation chargeback occurs under the terms of the Compensation Schedules.
5. When a Policy sold under this Agreement is deemed to replace a policy of a like nature from the Company, compensation is subject to adjustment according to the Company's rules for replacement then in effect.
6. We reserve the right to change, withdraw or introduce new Policies, or change Compensation Schedules, by notifying you in writing of such changes. Compensation for Policies not scheduled and for any policy changes shall be determined in each case by the Company and shall be deemed to be effective upon the general announcement of such by the Company. Changes in Compensation Schedules will not affect Policies submitted prior to the effective date of the change.
7. Concerning certificates issued under group insurance policies, compensation is payable, notwithstanding any other provisions of this agreement to the contrary, including any vesting provisions, only while the broker and/or his or her agent is the Agent of Record for the group insurance policy under which certificates are issued. We will settle any dispute regarding who is agent of record. Our decision will be final.

8. The Company will provide you a statement of account. This statement is binding for all purposes unless you give written notice to the Company within three months of the date of the statement that the statement is in error. By signing this contract, you authorize the release of compensation information by the Company to those above you in your hierarchy.
9. Compensation payable under this Agreement will continue to be paid after the date of termination for business submitted by you and any Sub-Producer prior to the effective date of such termination of this Agreement according to the vesting terms outlined in your welcome letter, which are incorporated by reference into this Agreement, unless compensation is forfeited under Section X, item 2, of this Agreement. No compensation will be paid to you on any business submitted by Sub-Producers after the termination date of this Agreement.
10. The Company may immediately suspend your ability to sell policies under this Agreement if the Company has reasonable cause to suspect that you have engaged in conduct involving violation of the terms of this Agreement or violation of any law or regulation. You will be notified, in writing, of the reason and the terms of any suspension.
11. You agree not to disclose any information concerning your compensation arrangement with the Company, including commissions, bonuses or other special commission agreements developed for particular marketing programs, to any other persons or entities engaged in the business of insurance, specifically including any persons or entities under contract with the Company.

X. TERMINATION

1. Termination without Cause

- a. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days prior to such termination date. Notice shall be deemed received on the date it is mailed to your last known business address.
- b. If you are appointed as a corporation or partnership, the death of any principal shall not terminate this Agreement, but it shall continue in force and effect in favor of the surviving owners or partners, provided they are validly licensed and appointed to represent the Company.
- c. If you are a corporation, upon the dissolution, bankruptcy or insolvency of the corporation, this Agreement shall immediately terminate, in which case all compensation due or becoming due to the corporation shall be payable to its successor or duly appointed representative.
- d. This contract may terminate automatically if you have not placed in force any new business in the past 12 months or if you have a debt balance and have not placed in force any business in the past 3 months.
- e. You agree and acknowledge that a condition of you receiving vested commissions is that you return within 10 days of termination to the Company, presentation books, policyholder lists, database marketing information, Customer Profiles group re-service reports, any lead cards, lead lists, rate books, letters, sales materials, supplies and other similar materials and the like provided to you. In the event you fail to return this confidential information to the Company, you agree that the Company's damages are uncertain and difficult to ascertain and you agree that the Company's damages are uncertain and difficult to ascertain and the Company is entitled to seek injunctive relief to prohibit your unauthorized use of this information.

2. Termination for Cause

This Agreement will be immediately terminated for cause:

- a. Upon failure to perform any of its material obligations or covenants and fail to conform to the rules and regulations of the Company. The other party may terminate and cancel this Agreement effective immediately upon providing written notice of such termination to the other party.
 - b. Upon reason of fraud or willful or negligent violation of any federal or state statute or other directive affecting policies or the solicitation of policies issued by Washington National Insurance Company, or misappropriation or withholding of funds.
 - c. If your license to act as an insurance agent or broker is revoked for cause after an opportunity for a hearing by the insurance department of any state or territory.
 - d. If you breach your obligations under Section XVII, Non-Solicitation.
 - e. If you fail to pay an indebtedness to the Company on demand.
 - f. If you otherwise acted to prejudice materially the interests of Company in breach of this Agreement.
 - g. Following termination, if you should falsely state or imply that you are a representative of the Company without proper contracting and appointing, you understand that you will forfeit any vested earned commissions.
 - h. Should you be terminated under this provision, you shall be liable to us for such acts including liability for damages for which we may have been subjected by virtue of such act or acts and allowing such termination.
3. Upon termination of this Agreement, you shall immediately pay to us all sums due and immediately deliver to the Company all rate books, letters, records, sales materials and supplies connected with the business relating to the Company those materials being deemed to be our property at all times.
 4. In the event of your death, or in the event of the death of the principal of a corporation after which this agreement does not continue in force pursuant to paragraph X.1.b, commissions will be paid as they become due to your designated beneficiaries, if any to the extent such commissions have vested before your death. In the event that your designated beneficiary does not claim the right to receive continued commission payments within 180 days after your death, or notifies Company due to extended probate proceedings will be longer, then the right to receive such commissions will be divested, and not further payments will be due.
 5. Upon termination for cause, all rights to vested compensation will be forfeited. You agree that this provision will survive the termination of this Agreement, and that the Company is entitled to divest you of your compensation should you engage in activities described in Section X (2) after this Agreement is terminated.
 6. In the event this Agreement is terminated by either party, the Company reserves the right to retain, reassign or cancel any Sub-Producers without any further obligation to you except as provided for in the Compensation Schedules.

XI. VESTING

1. You or your designated beneficiary pursuant to paragraph X.4, shall have the vested right to continue to receive all commission payable under this schedule, unless your vesting falls below the required level, then all commission payments will cease.
2. If we terminate this Agreement for cause, no further commission shall be payable to you and forfeited renewal commissions will not be applied against any money you owe us.

XII. NON-WAIVER

Forbearance or neglect of the Company to insist upon the performance of any of the terms of this Agreement or to declare a forfeiture or termination against you shall not constitute a waiver of such rights and privileges.

XIII. ENTIRE AGREEMENT AND PRIOR AGREEMENTS

This Agreement is the sole and entire agreement between the parties. Any understandings, negotiations, representations, statements, promises and agreements, oral or otherwise, not included in this Agreement shall have no force and effect in the construction of the rights and obligations of the parties except as provided in this Section XIII. This Agreement supersedes any prior agreement between Washington National Insurance Company and you. Compensation Schedules for this Agreement and any subsequent changes to such Compensation Schedules shall apply only to new applications submitted by and through you after such become effective. Any compensation payable under a prior Agreement shall continue to accrue in accordance with the rates specified in the Compensation Schedules in force at time of policy issue. Payment of such accrued compensation is subject to any liens, indebtedness or assignments, and is subject to forfeiture under Section X of this Agreement. The Arbitration Agreement is a separate and independent binding agreement also entered into between the Parties, which govern the subject matters they address.

XIV. CONSTRUCTION

This Agreement shall be construed in accordance with the laws of the state of Indiana exclusive of choice of laws provisions.

XV. ARBITRATION AGREEMENT

This Agreement is conditioned on Representative and its Sub-Producers also executing a separate Arbitration Agreement with the Company.

XVI. VENUE AND NON-JURY TRIALS

For any claim arising between the Parties under this Agreement that is not subject to arbitration under the Parties' Arbitration Agreement or for which the Arbitration Agreement is not enforced by a court:

- a. venue shall be in a court in Hamilton County, Indiana or the United States District Court for the Southern District of Indiana as appropriate under the jurisdictional rules applicable to such courts; and
- b. notwithstanding any rights to a jury trial for any claims, the Representative and its Sub-producers waive any such rights to a jury trial, and agrees that any claim of any type (including but not limited to employment discrimination, litigation, wage litigation, defamation, or any other claim) lodged in any court will be tried, if at all, without a jury.

XVII. INVALID PROVISIONS

All of the provisions of this Agreement are distinct and severable. If any provision of this Agreement shall be deemed to be void, invalid or otherwise unenforceable under law or equity, the same shall not affect the validity, legality or enforceability of any other provision or portion.

XVIII. NOTICES

Any notice given under any provision of this Agreement shall be complete upon deposit, postage prepaid, in the U.S. mail addressed to you at your last known business address according to Company records, or to us addressed to:

**Washington National Insurance Company
11825 North Pennsylvania Street
Carmel, Indiana 46032**

XIX. NON-SOLICITATION

During the term of this Agreement and for 24 months thereafter, the Agent shall not, induce or attempt to induce, directly or indirectly, any agents to terminate their contract with us. Induce or attempt to induce, directly or indirectly, any policyholder to terminate any policy or to stop the payment of any premium on such policy.

OPPORTUNITY TO REVIEW

YOU REPRESENT THAT, PRIOR TO ACKNOWLEDGING THIS AGREEMENT, YOU HAVE READ, FULLY UNDERSTAND AND VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS AS STATED ABOVE, THAT YOU WERE NOT UNDER DURESS AT THE TIME YOU SIGNED THIS AGREEMENT AND THAT YOU HAD ADEQUATE TIME TO CONSIDER ENTERING INTO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE OPPORTUNITY TO DISCUSS THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS WELL AS ITS LEGAL CONSEQUENCES, WITH AN ATTORNEY OF YOUR CHOICE.

IF A SALES REPRESENTATIVE IS A CORPORATION, AN AUTHORIZED OFFICER MUST SIGN AND INDICATE THE OFFICER'S TITLE.

SALES REPRESENTATIVE

Signature: _____

Name: _____ Date: _____

No additional signature required with submission of Contract Application form WN-APP-PD.

WASHINGTON NATIONAL INSURANCE COMPANY

Signature: _____

Name: _____ Date: _____

At its Executive Office in Carmel, Indiana

Agreement Date: _____

Exhibit A

PRIVACY ADDENDUM TO WASHINGTON NATIONAL INSURANCE COMPANY AGENT AGREEMENT

The terms and conditions set forth in this Privacy Addendum are incorporated into and form a part of the Washington National Insurance Company Agent Agreement to which it is attached (the “Agreement”) for all purposes.

WHEREAS, Agent provides certain services to Company pursuant to the Agreement;

WHEREAS, Company is regulated by privacy and security laws including without limitation, the Privacy Rule, the Security Rule, the HITECH Act, the Gramm Leach Bliley Act, state information privacy laws and state data security breach laws.

WHEREAS, the foregoing laws require Company and its agents and subcontractors to maintain adequate standards regarding the privacy and security of information pertaining to prospective, current and former customers of Company’s;

WHEREAS, in connection with Agent’s performance of services for Company, Agent will receive and be exposed to information that is subject to the foregoing laws;

WHEREAS, this Privacy Addendum is intended to ensure that Agent will create and maintain safeguards for, and otherwise comply with its obligations related to information privacy and security consistent with the foregoing laws.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

For purposes of this Privacy Addendum, the following terms shall have the designated meanings. Terms used, but not otherwise defined, in the Agreement or in this Privacy Addendum shall have the same meaning as those terms in 45 CFR §§ 160.103, 164.304 and 164.501.

- a. “Personally Identifiable Information” or “PII” means any information that reasonably identifies a specific individual, including without limitation: name, address, telephone number, email address, date of birth, social security number, drivers license number, insurance or annuity policy number, Medicare identification number, bank account and routing numbers, credit/debit card numbers, government-issued identification number, health and medical information (including payment for medical treatment), net worth and financial asset information, information created through the insurance underwriting process, consumer credit reports, log-in credentials, signature images, and any other unique identifier that is not publically available. The definition of PII shall also incorporate the meanings of “Individually Identifiable Health Information”, “Protected Health Information” and “Non Public Personal Information” as defined in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 and the Gramm Leach Bliley Act of 1999 respectively.
- b. “Individual” means any prospective, current or former customer of Company’s who is the subject PII collected, created or maintained by, or on behalf of, Company.
- c. “Data Breach” means unauthorized access to, or acquisition, use, disclosure, modification or destruction, of Company’s unsecured PII, whether in paper, electronic or other form; or the attempted or successful interference with system operations in an information system containing Company’s PII. The term does not include disclosure of PII to an unauthorized person in circumstances where that person would not reasonably have been able to retain the information; or

good faith unintentional access to, or acquisition or use of, PII by Agent or member(s) of Agent's workforce in the course of such person's performance of services authorized by the Agreement or this Addendum provided that such PII is not further accessed, acquired, used, or disclosed by any person.

- d. "Unsecured PII" means all PII except PII in electronic form that is encrypted consistent with regulations promulgated by HHS, or that has been subject to disposal in a manner that renders the information irretrievable; or PII in paper form that has been shredded, burned or otherwise rendered irrecoverable.
- e. "Discover," with respect to a Data Breach, means knowledge by Agent or any member of Agent's workforce (as defined in 45 C.F.R. 160.103) that the Data Breach has occurred.
- f. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information, codified at 45 C.F.R. Parts 160 and 164, Subparts A and E, as authorized by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- g. "Security Rule" means the Security Standards for Protected Health Information, codified at 45 C.F.R. Parts 160, 162, and 164, as authorized by HIPAA.
- h. "Anonymized Data" means PII that excludes the following direct identifiers of the individual and of relatives, employers, or household members of the individual: (i) first and last names or first initial and last name; (ii) postal address information, other than town or city, State, and zip code; (iii) telephone numbers; (iv) fax numbers; (v) electronic mail addresses; (vi) Social Security numbers; (vii) medical record numbers; (viii) health plan beneficiary numbers; (ix) account numbers; (x) certificate/license numbers; (xi) vehicle identifiers and serial numbers, including license plate numbers; (xii) device identifiers and serial numbers; (xiii) web Universal Resource Locators (URLs); (xiv) Internet Protocol (IP) address numbers; (xv) biometric identifiers, including finger and voice prints; and (xvi) full face photographic images and any comparable images. (The meaning of Anonymized Data is intended to have the same meaning as the term "limited data set" as used in the Privacy and Security Rules.)
- i. "Minimum Necessary Standard" means the minimum amount of PII necessary to accomplish the legitimate business purpose of such use, disclosure, or request for PII. The Minimum Necessary Standard does not apply to the following:
 - 1. disclosures of PII to the individual who is the subject of the PII
 - 2. uses or disclosures of PII pursuant to a valid written authorization executed by the individual or his/her legal representative
 - 3. uses or disclosures of PII that are required by law, or (5) uses or disclosures of PII that are required for compliance with HIPAA or its implementing regulations.
- j. In the event that the Secretary issues final regulations defining what constitutes "minimum necessary," the definition of minimum necessary contained in such final regulations shall supersede and replace this provision.
- k. "Designated Record Set" means records created, received, or maintained by Agent for Company, which Agent or Company uses, in whole or in part, to make decisions about an individual, including, but not limited to, records related to application/enrollment, premium payments, claims processing, and claims payment.
- l. "Required By Law" means that a mandate contained in law, including a statute, regulation, court order, or subpoena, and that is enforceable in a court of law compels the use or disclosure of PII.

- m. “HITECH Act” means Health Information Technology for Economic and Clinical Health Act.
- n. “HHS” means the U.S. Department of Health and Human Services.
- o. “Secretary” means the Secretary of the U.S. Department of Health and Human Services and his designees.
- p. “C.F.R.” means the Code of Federal Regulations. A reference to a C.F.R. section means that section as amended from time to time; provided that if future amendments change the designation of a section referred to herein, or transfer a substantive regulatory provision referred to herein to a different section, the section references herein shall be deemed to be amended accordingly.

2. USE OR DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

- a. Agent will not use or disclose PII collected, created or received from or on behalf of the Company in any manner other than as permitted by this Privacy Addendum, the Agreement or by law.
- b. Agent will implement and maintain written policies and procedures to ensure that any Data Breach is promptly discovered and reported to Company pursuant to this Privacy Addendum.

3. LIMITATION ON USE OR DISCLOSURE OF PII

Agent will limit its use or disclosure of PII to the Minimum Necessary Standard or Anonymized Data.

4. SAFEGUARDS AGAINST MISUSE OF PII

Agent will implement and maintain administrative, physical and technical safeguards to prevent the use or disclosure of PII other than as provided for under the Agreement, this Addendum or by law.

5. REPRESENTATIONS AND WARRANTIES

- a. Agent represents and warrants that Agent is in full compliance with the requirements contained in the Privacy Rule parts 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), and 164.316 (Policies and Procedures) of the Security Standards.
- b. Agent represents and warrants that Agents is in full compliance with information privacy and security statutes and regulations applicable to licensed insurance agents in any state in which Agent will perform Agent services on behalf of the Company

6. DATA BREACH NOTIFICATION

- a. Agent will notify Company of any suspected or actual Data Breach of which Agent becomes aware, regardless of whether the Data Breach results from the actions of Agent or member(s) of Agent’s workforce or any other party.
- b. Agent will verbally provide notice to Company of a suspected or actual Data Breach within 24 hours of Agent becoming aware of the Data Breach. Thereafter, Agent will submit to Company written notice of such Data Breach (facsimile or e-mail is acceptable) within 48 hours of the initial verbal report.

- c. The written report (the Company may provide forms designed to collect information about suspected Data Breaches) shall include, at a minimum subject to the availability of necessary information, the following:
 - 1. Description of the incident
 - 2. Date that the incident occurred
 - 3. Date that the incident was discovered by Agent
 - 4. Identity and last known mailing address of affected individuals
 - 5. Affected categories of PII for each affected individual
 - 6. A description of the steps taken to mitigate the incident, and
 - 7. A description of the steps that have been, or will be, taken to prevent a recurrence.
- d. Agent will promptly update the written report as material, new information becomes available.

7. MITIGATION OF DAMAGES BY AGENT AND COOPERATION IN INVESTIGATION

- a. Agent will fully cooperate with Company in its investigation of any Data Breach.
- b. Agent will keep all incidents of suspected or actual Data Breaches confidential.
- c. Agent will not notify individuals who may be affected by a suspected or actual Data Breach until directed to do so by Company.
- d. If directed by Company, Agent will take measures reasonably necessary to mitigate any harmful effect of a Data Breach at Agent's own expense if such Data Breach is reasonably believed by Company to have been caused by Agent or Agent's workforce.

8. AGENT'S WORKFORCE

- a. Agent will enter into a written agreement with any person performing services for or providing assistance to Agent who will have access to PII that is received from, or created or received by Agent on behalf of, Company pursuant to which such person shall agree to be bound by the same restrictions, terms, and conditions that apply to Agent pursuant to this Privacy Addendum with respect to such PII.
- b. Agent will provide a copy of such agreement(s) between Agent and members of its workforce. Company may provide sample forms that may be used at Agent's discretion.
- c. Any violation of privacy and or security standards set forth in this Addendum by member(s) of Agent's workforce will be imputed to Agent as if directly caused by Agent, and may constitute a material breach of this Addendum.

9. ADDITIONAL ADMINISTRATIVE RESPONSIBILITIES PERTAINING TO PII

a. Access to Protected Information

Agent will make an individual's PII, maintained by Agent or member(s) of Agent's workforce, available to the individual or the individual's legal representative for inspection and copying within thirty (30) days of a request; provided, however, that upon a request of Company on behalf of an individual or the individual's personal representative, Agent will make such information available to Company within fifteen (15) days after receipt of the request.

b. Availability of PII for Amendment

Agent will respond to any amendment requests, pursuant to 45 CFR 164.526, within sixty (60) days of receipt of such request from the individual or individual's legal representative, as applicable, for the amendment of that individual's PII for so long as the PII is maintained in the Designated Record Set.

c. Accounting Rights

Within thirty (30) days after receipt of a request by an insured for an accounting of a disclosure of PII, Agent and its agents or subcontractors will make an accounting of disclosures as required by 45 CFR Section 164.528. Agent will implement a process that allows such an accounting to be created and maintained by Agent and member(s) of Agent's workforce for at least six (6) years.

d. Confidential Communications Requirements

Agent agrees to accommodate reasonable requests by individuals, to receive communications of PII by alternative means or at alternative locations.

10. AVAILABILITY OF BOOKS AND RECORDS

- a. Agent will make its internal practices, books and records relating to the use and disclosure of PII received from, or created or received by, Agent on behalf of Company, available to Company, or at the request of Company to the Secretary, in a time and manner designated by Company or the Secretary, for purposes of the Secretary determining Company's and Company's compliance with the Privacy Standards or this Privacy Addendum.
- b. Agent will provide to Company a copy of any information that Agent provides to the Secretary contemporaneously with providing such information to the Secretary.

11. EFFECT OF TERMINATION

- a. Within five (5) days of the termination of the Agreement for any reason, Agent will return to Company, or at Company's direction will destroy, all PII, including copies thereof, created or received on behalf of, or received from, Company that Agent maintains in any form, recorded on any medium, or stored in any storage system. Provided, however, that Agent may retain such PII as required by applicable laws and regulations.
- b. Agent will remain bound by the provisions of this Privacy Addendum, even after termination of the Agreement, until such time as all PII has been returned to Company or destroyed as provided herein.

12. TERMINATION OF AGREEMENT

- a. This Privacy Addendum will remain in effect until the termination date of the Agreement unless terminated sooner in accordance with this Section.
- b. In addition to any other rights Company may have in the Agreement, this Privacy Addendum or by operation of law, Company may immediately terminate the Agreement if Company determines that Agent has violated a material term of this Privacy Addendum.
- c. If termination is not feasible, Company may, in its sole and absolute discretion, report the breach to a federal or state regulatory agency with enforcement authority for privacy and security of information.

13. THIRD PARTY RIGHTS

The terms of this Privacy Addendum do not grant any rights to any parties other than to Agent and Company.

14. BREACH OF THIS ADDENDUM

If the Agent materially breaches or threatens to breach its obligations under this Privacy Addendum, Company shall have the right, in addition to such other remedies that may be available to it, to injunctive relief enjoining such acts or attempts, it being acknowledged that legal remedies would be inadequate.

15. INDEMNIFICATION

Agent agrees to indemnify and hold Company, its directors, officers, employees and affiliates harmless, for any damage, loss, or liability (including criminal or civil penalties, fines, court costs, reasonable attorneys' fees, the cost of enforcing this indemnify provision and costs incurred by Company as a result of a Data Breach or an audit or investigation by a federal or state regulatory agency with enforcement authority for privacy and security of information arising out of or resulting from the unauthorized use or disclosure of PII by or through Agent or Agent's workforce.

16. AMENDMENT

Agent and Company will take action to amend this Privacy Addendum from time to time as is necessary for Company to comply with the requirements of any federal or state statute or regulation governing privacy and security of information, which Company, in its sole discretion, determines to be applicable to itself.

17. AMBIGUITY

Any ambiguity in this Privacy Addendum, and/or any conflict between this Privacy Addendum and the Agreement, shall be resolved to permit Company to comply with applicable federal and state statute or regulation governing privacy and security of information. #

Attestation

With my signature below, I acknowledge that I have received, reviewed and understand the material presented in these Agent Compliance Guidelines. I understand that as a licensed insurance agent I am required to understand and comply with federal and each state's applicable laws and regulations where I conduct business, as well as Company policy and practices. I also understand that the material in the Agent Compliance Guidelines does not supersede or replace state or federal laws, regulations or Company policy and practice, and there may be additional laws, regulations, practices and procedures that I am required to follow.

Signature of agent: _____ Date of signature: _____

Printed name of agent: _____ Agent number: _____

WASHINGTON NATIONAL INSURANCE COMPANY ARBITRATION AGREEMENT

This Arbitration Agreement (hereinafter “Agreement”) is made between Washington National Insurance Company, an Indiana insurance company, (“Company”), and the undersigned Representative, an independent insurance representative authorized to solicit insurance policies of the Company, (“Representative”) (collectively Representative and Company are referred to as “Parties” and singularly as “Party”). The Parties agree as follows:

1. INDEPENDENT CONTRACTOR RELATIONSHIP

- 1.1. The Parties hereby acknowledge that the Company and the Representative signed an agreement with the intent or of and/or authorizing the Representative to solicit and service insurance policies of the Company (the “Representative Agreement”). The Representative Agreement establishes that the Parties are independent contractors of each other.
- 1.2. This Agreement does not and shall not be construed to create an employer-employee relationship. The relationship between the Representative and the Company is an independent contractor relationship.

2. MUTUAL AGREEMENT TO BINDING INDIVIDUAL ARBITRATION

- 2.1. The Parties hereby agree that any dispute covered by this Agreement will be resolved exclusively by individual arbitration in accordance with the terms of this Agreement. The decision of the arbitrator on any dispute shall be final and binding upon the Parties.
- 2.2. This Agreement is a condition of the contractual relationship between the Parties. The promises of the parties herein to arbitrate differences, rather than litigate them before courts or other bodies, provide consideration for each other. The Parties’ continued contractual relationship, as well as other valuable consideration, also provides consideration for this Agreement.

3. WAIVER OF CLASS, COLLECTIVE, REPRESENTATIVE AND PRIVATE ATTORNEY GENERAL ACTIONS AND PARTICIPATION

- 3.1. The Parties waive any right or authority to have any dispute covered by this Agreement heard as a class, collective, representative or private attorney general action or arbitration. A Party also shall not join or participate as a party or member in any class, collective, representative or private attorney general action or purported arbitration brought by another person that involves a dispute covered by this Agreement. The foregoing waiver related to private attorney general actions does not apply to any claim Representative brings as a private attorney general solely on the Representative’s own behalf and not as a representative for or regarding other persons.
- 3.2. The Parties agree that any arbitration will be brought on an individualized basis for individualized relief only. The Company or the Representative shall not bring or participate as a party or member in any arbitration in which the dispute is combined or joined with the dispute of another person or brought on behalf of another person (excluding counterclaims brought by a Party in response to a demand for arbitration by another Party provided those counterclaims are also brought on an individualized basis). Under no circumstances shall an arbitration under this Agreement proceed as a class, collective, representative or private attorney general representative arbitration. To the extent the applicable rules of the American Arbitration Association are inconsistent with this provision or any other provision of this Agreement, the terms of this Agreement shall govern the arbitration.

Any issue concerning the formation, scope, applicability, interpretation, or enforceability of this waiver as provided in this Section 3 shall be decided by a court of competent jurisdiction pursuant to Section 5.3. In any case in which (1) the dispute is filed as a class, collective, representative or private attorney general representative action and (2) there is a final judicial determination that all or part of Sections 3.1 or 3.2 is unenforceable, the class, collective, representative or private attorney general representative action to that

WASHINGTON NATIONAL INSURANCE COMPANY ARBITRATION AGREEMENT

extent must be litigated in a court of competent jurisdiction, but the portion of Sections 3.1 and 3.2 that are enforceable shall be enforced in arbitration.

4. WAIVER OF JUDICIAL FORUM AND RIGHT TO A JURY

- 4.1. The Parties acknowledge and agree that by signing this Agreement, the Parties shall be required to resolve any disputes covered by this Agreement through binding individual arbitration in accordance with the terms of this Agreement, and not through the court system. Except as set forth in Section 3.3, each of the Parties voluntarily and irrevocably waives any and all rights to have any such dispute heard or resolved in any forum other than through individual arbitration under this Agreement.
- 4.2. The Parties acknowledge and agree that this waiver of a judicial forum includes, but is not limited to, any right to trial by jury that any Party may have for the disputes covered by this Agreement.

5. PARTIES AND DISPUTES SUBJECT TO ARBITRATION

- 5.1. The Parties agree that, for purposes of this Agreement, Covered Disputes (as defined below) between the Representative, including the Representative's heirs, representatives, and assigns, and the Company, including its parent, subsidiary, affiliate, sister, and predecessor entities and the officers and employees of the foregoing entities, shall be subject to binding individual arbitration in accordance with the terms of this Agreement.
- 5.2. The Parties agree that, except as specifically excluded in Section 5.3, the term "Covered Disputes" shall mean any and all legal or equitable claims, actions, controversies or requests for relief of any type, whether asserted or unasserted, now in existence or that may arise in the future, arising out of or in any way related to or concerning the relationship between the Parties, including:
 - 5.2.1. any and all claims arising out of or relating to the terms, conditions, or interpretation of the Representative Agreement, the initiation of the Parties' relationship, the Representative's status as an independent contractor, any and all compensation or any other remuneration owed or allegedly owed to a Party, and/or the termination or cessation of the Parties' relationship; and
 - 5.2.2. any and all claims under any federal, state, local or other governmental constitution, statute, ordinance, regulation or common law, such as claims for compensation due, breach of any contract or covenant, tort claims, or claims based upon unlawful discrimination, retaliation or harassment.
- 5.3. The Parties agree that Covered Disputes shall not mean:
 - 5.3.1. any claim seeking workers' compensation benefits, state disability insurance benefits, or unemployment compensation benefits;
 - 5.3.2. any unfair labor practice or other claim under the National Labor Relations Act;
 - 5.3.3. any claim barred from arbitration under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or the Sarbanes Oxley Act of 2002;
 - 5.3.4. any case pending in state or federal court on the date Representative enters into this Agreement in which Representative is a party, class member, or putative class member;
 - 5.3.5. any issue concerning the formation, scope, applicability, interpretation or enforceability of this Agreement, including Section 3;

WASHINGTON NATIONAL INSURANCE COMPANY ARBITRATION AGREEMENT

- 5.3.6. any claim or contention that all or any part of this Agreement is void or voidable; or
- 5.3.7. any claim or contention arising out of or related to any insurance policy applied for or purchased by the Representative individually.
- 5.4. The Parties agree that this Agreement applies to any and all claims that currently exist, whether asserted or unasserted, including claims that arose in whole or in part prior to entering into this Agreement.
- 5.5. This Agreement is intended to establish mutual obligations regarding the individual arbitration of Covered Disputes. Except for the mutual obligations of the Parties under the terms of this Agreement, this Agreement does not, and shall not be construed or interpreted to, create or enlarge substantive legal rights.
- 5.6. This Agreement does not prevent a Party from filing a complaint with or participating in an investigation involving a governmental agency, nor does it prevent any governmental agency from awarding relief to a Party if applicable law permits the agency to do so notwithstanding the existence of an agreement to arbitrate.

6. ARBITRATION ADMINISTRATION AND RULES

- 6.1. The arbitration will be administered by the American Arbitration Association (“AAA”).
- 6.2. Subject to the terms of this Agreement, the arbitration will be governed by the following rules:
 - 6.2.1. The arbitration shall be conducted pursuant to AAA’s rules for the arbitration of commercial disputes then in effect, currently called the Commercial Arbitration Rules and Mediation Procedures (“Rules”). The Rules are available from AAA’s website (www.adr.org) or by calling AAA at (800) 778-7879.
 - 6.2.2. The Parties agree that for legal disputes for which the claimed amount does not exceed the amount provided for in the Rules, the expedited procedures available under the Rules shall apply, unless the Representative requests application of the non-expedited procedures.
 - 6.2.3. The Parties agree that any procedures available under the Rules for emergency relief or measures of protection shall apply.
 - 6.2.4. To the extent the Rules are inconsistent with the terms of this Agreement, including but not limited to the provision that arbitration may only be pursued on an individual basis, the terms of this Agreement shall control and govern the arbitration.
- 6.3. Any Party shall initiate arbitration by filing a demand for arbitration with AAA in accordance with AAA’s Rules and within the statute of limitation period applicable to the claim.
- 6.4. The arbitrator shall be neutral. The Parties agree that they shall select an arbitrator from AAA’s roster of arbitrators through a process of preference ordering or striking as provided for in the Rules, except AAA may appoint an emergency neutral arbitrator in the event a Party requests emergency relief or measures of protection for the purposes of providing such relief if merited.
- 6.5. The arbitrator must follow applicable law and may award only those remedies (including without limitation attorney’s fees and costs) that would have applied had the Covered Dispute been heard in court. The arbitrator’s award shall be reasoned, reduced to writing and state the essential findings of

WASHINGTON NATIONAL INSURANCE COMPANY ARBITRATION AGREEMENT

fact and conclusions of law. In the event the arbitrator finds that a claim is unreasonable, frivolous, or without foundation, the arbitrator may award reasonable attorneys' fees to the prevailing Party but only to the extent that such an award would have been allowed by applicable law had the matter been heard and adjudicated in court. Any court of competent jurisdiction shall have the authority to enter a judgment on any award rendered by the arbitrator.

7. TEMPORARY, PRELIMINARY OR EMERGENCY INJUNCTIVE RELIEF

- 7.1. Either Party may file in a court of competent jurisdiction a claim for temporary, preliminary or emergency injunctive relief solely to preserve the status quo prior to and/or in aid of arbitration.
- 7.2. The Parties agree such a claim for temporary, preliminary or emergency injunctive relief shall be filed in a court in the state or federal judicial district (1) where the Agent works as of the filing of the demand for arbitration or (2) where the Agent last worked if the relationship between the Company and the Agent has terminated.

8. TERM OF AGREEMENT

- 8.1. The effective date of this Agreement is the date upon which the last Party signs below.
- 8.2. This Agreement shall survive and continue to be in effect in the event that the Parties relationship terminates or otherwise ceases, including termination of the Representative Agreement, and shall survive and continue to be in effect in the event that any Party undergoes a name change, a restructuring of its business, or is replaced with or succeeded by another company or entity, or in the event the Representative Agreement is assigned to another company or entity. Any successor company or entity shall be bound by the terms and conditions of this Agreement.

9. AMENDMENT OR TERMINATION

- 9.1. The Company may amend or terminate this Agreement at any time provided that:
 - 9.1.1. no such amendment or termination will be effective until thirty (30) days after notice of the amendment or termination is given to the Representative in a reasonable manner, such as electronic mail to the Representative's e-mail address or by written notice mailed to the last known address of the Representative; and
 - 9.1.2. the amendment or termination will apply prospectively only such that it will not apply to any claim as to which any Party has demanded arbitration prior to its effective date.

10. GOVERNING LAW

- 10.1. This Agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).
- 10.2. Any issue concerning the formation, scope, applicability, interpretation, or enforceability of this Agreement, and any claim or contention that all or any part of this Agreement is void or voidable shall be determined by a court of competent jurisdiction.

11. SEVERABILITY

- 11.1. Except as set forth in Section 3, the provisions of this Agreement are severable, and if any one or more are determined to be void or otherwise unenforceable, the remaining provisions shall continue to be in full force and effect.

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12. RIGHT TO COUNSEL; KNOWING AND VOLUNTARY AGREEMENT

- 12.1. The Representative has the opportunity to consult with and should consult with an attorney of the Representative's choosing to understand the Representative's legal rights prior to signing this Agreement.

- 12.2. The parties have carefully read this agreement, understand its terms, and have entered into this agreement voluntarily and not in reliance on any promises or representations by any other party beyond those contained in this agreement.

AGREED TO AND ACCEPTED BY:

"Representative"

Washington National Insurance Company ("Company")

Signature

By

Printed Name

Printed Name

Date

Title

Date