



Dear Agent,

Thank you for requesting to be appointed with Universal Healthcare Medicare Advantage.

- **Part B Rebates Up To \$70 Per Month.**
- **PFFS Plans Available In All Counties For AZ, FL, SC, GA, TX, LA, NV, and UT.**
- **\$0 Premium Plans Available In Many Markets.**
- **\$0 Doctor Office Visit Co-Pays In Some Markets.**
- **\$0 Co-Pays On Tier 1 Generics In Some Markets.**
- **Dental, Vision, and Hearing Benefits Included.**

Please print and complete each document, then fax the entire application to 817-306-2357.

If you have any questions please call 1-877-437-5010 extension # 2045. If you have additional questions, ask for Josie Etter at extension # 4351. You can also visit our website at <http://www.empowerbrokerage.com> to see what other carriers Empower Brokerage hosts.

Don't forget to ask about our pre-set appointment lead program for Age-Ins, Dual Eligible, and Chronic Illness.

Thank you again for your request. We look forward to doing business with you.



LICENSED AGENT AGREEMENT

THIS LICENSED AGENT AGREEMENT ("**Agreement**") is made and entered into this November 1, 2008, ("**Effective Date**") by and between _____ (hereinafter referred to as "Licensed Agent") and Empower Brokerage, Inc. located at 6030 Jacksboro Hwy. Fort Worth, TX 76135 (hereinafter referred to as "Empower"). At times, Licensed Agent and Empower are referred collectively as the "Parties."

RECITALS

Whereas, Licensed Agent has represented that it has experience and expertise related to beneficiary education, outreach, sales, and enrollment services, for Medicare Advantage health plans, and

Whereas, Empower Brokerage and UHC is seeking to outsource a portion of its sales and marketing effort for its Medicare Advantage health plans, and

Whereas, UHC is seeking a network of independent Agents to provide beneficiary education, outreach and enrollment services to assist eligible Medicare beneficiaries applying for a Medicare Advantage Plan sponsored by UHC ("**Medicare Advantage Plans**"); and

Whereas, Licensed Agent and Empower desires to provide UHC with such beneficiary education, outreach, sales, and enrollment services through its distribution channel of independent Agents.

NOW, THEREFORE, in consideration of the mutual covenants, representations and promises contained herein, and other good and valuable consideration, the parties agree as follows;

DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

Agent(s): Any licensed insurance agent of any state or territory of the United States that is in good standing, participating in the enrollment of eligible Medicare beneficiaries in the Medicare Advantage Plans of UHC.

Centers For Medicare and Medicaid Services: Shall be referred to as "**CMS**" for purposes of this Agreement.

Commission(s): A UHC fixed fee payment and/or payments to Agents or Licensed Agents for the sale of Medicare Advantage Plans, in accordance with Section 6 herein.

Licensed Agent: An insurance entity properly licensed in the states and territories where it does business to sell insurance products, and which subcontracts with Agents to sell insurance products under its direction and control, and for which it pays commissions directly or indirectly to these Agents. Licensed Agent may also be known as a General Agent or as an agent in the marketplace.

Hierarchy (ies): Any Agents or Licensed Agents, as defined above, that enroll eligible Medicare beneficiaries in Medicare Advantage Plans for the benefit of others and who are contracted with and controlled by, and attribute sales to a Licensed Agent.

Marketing Materials: Any informational materials of CMS or UHC that comply with CMS regulations and guidelines applicable to Medicare Advantage Plans and are designed for Medicare beneficiaries, to promote Medicare Advantage Plans, including, but not limited to, information (i) regarding enrollment and how to remain enrolled in the Medicare Advantage Plan, (ii) explaining benefits of enrollment in the Medicare Advantage Plan or (iii) explaining how Medicare services are covered under the Medicare Advantage Plan.

Member: A Medicare beneficiary, eligible for Medicare Part B coverage, who is enrolled by CMS as a participant having a valid enrollment in a Medicare Advantage Plan offered by UHC.

Medicare Advantage Plan(s): For purposes of this Agreement, the CMS-approved, Medicare Advantage Plans of UHC.

Premium(s): Shall include any and all premium payments paid to UHC by CMS or a beneficiary with respect to applications submitted by Licensed Agent under any Medicare Advantage Plan.

Open Enrollment Period: The period in time (calendar days) defined by CMS as the period during which Medicare beneficiaries may enroll in a Medicare Advantage Plan.

Regulatory Agencies: Any governmental authority, whether federal or state, including but not limited to CMS, and the respective states department(s) of insurance, which has jurisdiction over the activities of Agents, Licensed Agents and/or UHC.

Renewal Commissions: Commissions due and payable to Licensed Agent, held in trust by UHC for Licensed Agent, as a result of a renewal of an eligible beneficiary in a Medicare Advantage Plan in any subsequent year; or payments by Licensed Agent to its Agents for renewal business.

Renewal Premium(s): Shall include any and all Premium payments paid to UHC by CMS or a beneficiary under a Medicare Advantage Plan in any subsequent year.

Telesales: Shall mean enrollments accomplished through any telephonic sales procedure adopted by and contracted between UHC or its affiliates, and a third party.

Empower: Shall include Empower Brokerage, Inc. and any holdings or subsidiaries of Empower Brokerage, Inc.

UHC. Collectively shall include Universal Health Care, Inc., (UHC), Universal Health Care Insurance Company, (UHCIC), American Managed Care, LLC, (AMC) and Universal Health Care Group, Inc. (UHCG).

WITNESSETH:

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

1. Appointment of Licensed Agent.

UHC hereby retains Licensed Agent for purposes of providing education, outreach and enrollment services through Agents to eligible Medicare beneficiaries in geographic areas where Agent is licensed and appointed. This agreement shall include such other insurance products as UHC may authorize from time to time in accordance with reasonable rules and instructions as may be prescribed by UHC from time to time. Empower Brokerage, Inc. retains the right to appoint other Marketing Entities directly; these Marketing Entities and the internal, employed sales organization of Empower Brokerage, Inc. will not be part of the hierarchy of Licensed Agent.

2. Duties and Obligations of Licensed Agent.

Licensed Agent's responsibilities under this Agreement include, but are not limited to the following:

(A) Recruiting, screening, contracting with and managing Agents.

Licensed Agent will provide UHC with a list of Agents who will provide services contemplated by this Agreement on behalf of Licensed Agent. Licensed Agent acknowledges and agrees that Agents are subject to UHC approval and must complete and submit all required training and documentation prior to selling UHC products. Licensed Agent will provide UHC with the reason for termination and an updated list within 24 hours as changes occur, specifically notifying UHC of any terminations of Agents. Licensed Agent agrees to the following with respect to such Agents:

- (1) Licensed Agent warrants and represents that any Agent who performs or may perform services pursuant to this Agreement is and will remain duly licensed in accordance with applicable laws. Licensed Agent will require each such Agent to abide by the terms and conditions of this Agreement including the applicable exhibits hereto.
- (2) Upon request from Empower Brokerage, Inc. , Licensed Agent will provide UHC with evidence of each Agent's employment or contractual arrangement.
- (3) Licensed Agent will provide UHC evidence of each Agent's current licensure and insurance coverage consistent with the insurance levels stated in Section 15.
- (4) Licensed Agent will notify and obtain approval from UHC prior to the appointment of Agents, as required by certain state law. UHC reserves the right to recommend the approval or disapproval of the appointment of any Agent that Licensed Agent retains. UHC will directly pay the cost of appointment of Agents or Licensed Agent to represent UHC at the time of receipt of the first acceptable enrollment form, in any areas where appointment is required.

- (5) Empower Brokerage, Inc. will oversee the activities of Agents in accordance with UHC's requirements. Licensed Agent will notify UHC and Empower Brokerage, Inc. within 24 hours in the event any Agent has his/her/its license suspended, terminated or revoked; is otherwise subject to disciplinary action or investigation under state or federal law; or has or may have violated this Agreement. Licensed Agent agrees to terminate any Agent's provision of services under this Agreement immediately upon discovering that the Agent's license has been suspended, terminated or revoked, or upon receipt of written request from UHC.
- (6) Agents must take Compliance Certification on-line through Syberworks at a cost of zero to the agent.

(B) Empower Brokerage, Inc. will serve as liaison between Agents and UHC. Licensed Agent will use its best efforts to provide accurate and responsive service to Agents and Medicare enrollees, as applicable, including, but not limited to:

- (1) Field initial Agent and applicable enrollee inquiries including but not limited to handling logistical issues regarding the sale of Medicare products and assist UHC in responding to such inquiries;
 - (2) Respond to Medicare enrollees, as appropriate, within one business day;
 - (3) Process Medicare enrollee enrollment forms according to process defined by UHC and forward completed forms to Empower Brokerage, Inc. on behalf of Agents; and distribute UHC-related marketing materials to Agents for timely distribution to potential Medicare enrollees.
- (1) In the event that more than one Agent claims entitlement to receive compensation in connection with the sale of a Medicare Advantage Plan, UHC will have the right, in its sole and absolute discretion, to decide and settle the dispute. The decision of UHC will be final, finding, conclusive and nonappealable. All commission inquiries by Agents will be handled by the Empower Brokerage, Inc. and shall not be the responsibility of UHC.

(C) Compliance

- (1) Licensed Agent will market and promote UHC's Medicare Advantage Plans through Agents employed by or under contract with Licensed Agent. Licensed Agent represents that Licensed Agent has never suffered the loss, suspension or termination of any license issued by any governmental authority in connection with the sale of any type of insurance or in connection with the performance of any functions under this Agreement. Licensed Agent will notify UHC and Empower Brokerage, Inc. within 24 hours of a termination, suspension or expiration of any license of Licensed Agent or Agents issued in connection with the performance of any functions under this Agreement. In addition, Licensed Agent will immediately notify UHC and Empower Brokerage, Inc. of the institution of any regulatory investigation of or disciplinary proceedings against Licensed Agent or Agents relating to any license by any State Department of Insurance or any violation of insurance consumer protection or other laws or regulations. Licensed Agent will provide UHC and with evidence Empower

- (2) Applicable Laws. Licensed Agent agrees to abide by and comply with all applicable state and federal laws, regulations and guidelines in performing Licensed Agent's services. These include laws, regulations and guidelines promulgated by Regulatory Agencies governing all aspects of the sales, marketing, service and enrollment activities of UHC, and all federal health care laws (including civil monetary penalty laws). Licensed Agent also agrees to abide by and comply with CMS marketing requirements applicable to Medicare Advantage Plans, including, but not limited to the CMS Marketing Guidelines established in the CMS Managed Care Manual.
- (3) Licensed Agent understands and agrees that, in the event that any Agent fails or is unable (for any reason whatsoever) to perform in a satisfactory manner any of the services established in this Agreement, then UHC and/or Empower Brokerage, Inc. will have the right to immediately suspend, revoke or terminate this Agreement, institute a corrective action plan, or seek other remedies, including any applicable state or federal civil or criminal penalties.
- (4) Licensed Agent will comply with CMS and UHC Medicare Sales and Marketing Guidelines. In the event of one (1) complaint regarding Agents marketing practices commissions due the Agent will be held pending an investigation.

(D) Materials. Licensed Agent will only use and distribute to the Agents those marketing materials that have been approved in advance by CMS and UHC.

(E) Education, Training and Oversight.

- (1) Programs. All parties acknowledge that Medicare Advantage Plans are highly regulated. Licensed Agent agrees that Licensed Agent and Agents will be and remain knowledgeable about Medicare Advantage Plan requirements and Licensed Agent's and Agents' obligations, all as promulgated by Regulatory Agencies and UHC. Licensed Agent agrees, and will require Agents to participate in and cooperate with UHC's and Empower Brokerage, Inc. on-going specific education and training programs for Medicare Advantage Plan(s).
- (2) Monitoring. UHC will audit, have compliance oversight and provide training to Licensed Agent and Agents in connection with Medicare Advantage Plan(s). Licensed Agent agrees to accept and cooperate with monitoring activities as set forth in the UHC Agent Oversight Program and associated UHC and Empower Brokerage, Inc. policies and procedures.
- (3) Corrective Action. In the event that Licensed Agent or any Agent engages in behavior which is unethical, violates applicable laws, regulations, or guidelines, or harms the reputation of UHC or Empower Brokerage, Inc. , UHC may request in writing that Licensed Agent take appropriate corrective action. With respect to any such request, UHC will describe the allegedly improper practices with specificity and describe the corrective action, if any, that UHC considers appropriate including, if necessary, the immediate cessation of Licensed Agent's marketing of Medicare

(F) Application Services.

- (1) UHC forms. Licensed Agent will use and distribute to Agents for their use UHC enrollment applications and other forms in connection with the Medicare product. Licensed Agent agrees to diligently ensure that the facts set forth by an applicant in the enrollment application are true and correct. Licensed Agent understands that UHC will rely solely upon these representations in rejecting, conditionally accepting or enrolling the applicant that the subsequent discovery by UHC of material facts known by applicant and either not disclosed or misrepresented on the application may result in the rescission or cancellation by UHC of coverage. Licensed Agent or Agents will receive all enrollment applications directly from prospective individuals, and Licensed Agent or Agents will initially verify any such forms received for their completeness and accuracy within the process established by UHC policies and procedures. After verification, Licensed Agent will forward all completed applications to Empower Brokerage, Inc. corporate headquarters for processing within three (2) calendar days. Applications signed by the beneficiary received by UHC after three (3) calendar days from the date the enrollment application is signed may not be commissionable by UHC. Licensed Agent understands and agrees that coverage under UHC's Medicare product cannot be effective until CMS receives and approves the enrollment application.
- (2) Applications and Eligibility. An enrollment will be effective on the day designated by CMS. UHC will confirm the date of eligibility of the Medicare enrollee upon Licensed Agent's written request. However, UHC will not have any responsibility or liability to Licensed Agent or any Agent for failure of CMS to maintain or provide accurate or timely eligibility information.
- (3) Distribution of Information. Licensed Agent agrees to promptly forward or cause Agents to forward to individuals any information that Licensed Agent may provide to Agent from time to time for distribution. Licensed Agent agrees to forward to UHC any information, including enrollment applications, from individuals received by Licensed Agent or Agents that is relevant to a Medicare enrollee's eligibility or coverage status within three (3) calendar days.
- (4) Premium Information. Licensed Agent will require Agents to inform all Medicare enrollees how premium payments for the Medicare product are to be made.

(G) Reports. Licensed Agent will submit to UHC and/or Empower Brokerage, Inc. such reports as may be required from time to time by UHC pursuant to UHC policies and procedures.

- (1) Records. Licensed Agent will keep full and complete records of all transactions pertaining to this Agreement and any and all other records pertaining to enrollments submitted and accepted hereunder and any and all other records that may be required by any governmental entity or Regulatory Agency in connection with Licensed Agent's relationship with UHC, its enrollees and the public. Licensed

- (2) Medicare enrollee information, records, files, etc. Licensed Agent will promptly provide UHC and/or Empower Brokerage, Inc. with a copy of all Medicare enrollee records or other information that is required to allow UHC to properly fulfill its obligations to such Medicare enrollees and to comply with all regulatory requirements. In the event of termination of this Agreement, Licensed Agent will return to UHC all unused materials provided by UHC under this Agreement that are in Licensed Agent's or Agent's possession.
- (3) Meeting any other duties, requirements and authority related to this agreement as UHC may reasonably request from time to time.

3. Representations, Warranties and Covenants of Licensed Agent.

Licensed Agent warrants and covenants to UHC and Empower Brokerage, Inc. as follows:

- (A) Licensed Agent is an individual or corporation duly organized, validly existing, and in good standing under the laws of all states within which Licensed Agents conducts business.
- (B) Licensed Agent has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement, the consummation of the transactions contemplated herein and performance by Licensed Agent of its obligations contained herein have been duly and validly authorized by all necessary corporate or other action on the part of Licensed Agent. This Agreement constitutes the valid and legally binding obligation of Licensed Agent, enforceable in accordance with its terms and conditions.
- (C) Licensed Agent has and will conduct its operations in full compliance with all Medicare laws, regulations and guidelines and has not ever been the subject of any proceedings or investigations under the Medicare program nor is any such proceeding or investigation threatened or pending.
- (D) Neither Licensed Agent nor any Agent (i) is excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b(f), for the provision of items or

(E) No consent, authorization or approval of, or exemption by, or filings with, any governmental authority is required in connection with the execution, delivery and performance of this Agreement by Licensed Agent.

(F) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein will not, with or without the giving of notice or the lapse of time or both: (i) violate any provision of law to which Licensed Agent is subject; (ii) violate any judgment, order, decision, writ or decree of any government authority to which Licensed Agent is subject; (iii) result in the breach of, violate or conflict with, any term, covenant or condition of, result in the modification or termination of, or constitute a default under any contract to which Licensed Agent is a party.

Licensed Agent has obtained all consents or approvals from all government authorities, or from any other person which is required pursuant to any law, license and permit or contract, or otherwise required to consummate the transactions contemplated herein, and all necessary filings, registrations, notices or other similar requirements have been met in connection with the consummation of the transactions contemplated by this Agreement.

4. Representations, Warranties and Covenants of UHC.

UHC has represented, warranted and covenanted to Empower Brokerage, Inc. as follows:

(A) It is a corporation duly organized, validly existing under the laws of Florida. This Agreement constitutes the valid and legally binding obligation of each, enforceable in accordance with its terms and conditions.

(B) UHC is responsible for completion of enrollment verification calls to ensure appropriate policies and procedures were followed during the sales process. Calls will also verify plan information was disseminated appropriately to the beneficiary through the sales process.

(C) Monitoring. UHC will audit, have compliance oversight and provide comprehensive, mandatory training to Licensed Agent and Agents in connection with Medicare Advantage Plans. Further training and updates may include but are not limited to conference calls, webinars, email blasts and further visits to Licensed Agent offices.

(D) Agent Oversight. UHC will conduct monitoring and oversight of Licensed Agent and Agent activities as outlined in the UHC Agent Oversight Program.

5. Limitation of Authority.

Licensed Agent shall not have the authority to make, alter or discharge any policy or to incur any liability on behalf of UHC or Empower Brokerage, Inc.

6. Licensed Agent Compensation.

(A) Compensation Rate. Empower Brokerage, Inc. will pay Licensed Agent pursuant to Schedule A for each individual enrolled as a Medicare enrollee in a UHC Medicare product for which Empower Brokerage, Inc. and UHC is paid by CMS; to the extent such products are included under this Agreement and, in each case, only if the individual is enrolled by a Licensed Agent. Compensation will be paid solely on individuals enrolled by a Licensed Agent in the Medicare product as deemed effective by CMS. Licensed Agent acknowledges and agrees that Empower's payment obligation under this Agreement is solely to Licensed Agent. Licensed Agent agrees that Licensed Agent, and not UHC or Empower Brokerage, Inc., is solely responsible for the payment of commission or other compensation due Agents. Licensed Agent agrees to include in its agreements with each Agent that such Agent will look solely to Licensed Agent for payment of commissions and other compensation due to such Agent and that Licensed Agent will hold UHC and Empower Brokerage, Inc. harmless in the event of non-payment of such amounts by Licensed Agent. The obligation of an Agent not to seek payment from UHC and/or Empower Brokerage, Inc. will survive the termination of such Agent's relationship with Licensed Agent. Licensed Agent will ensure that the compensation methodology and the compensation amounts to be paid to each Agent complies at all times with CMS requirements and applicable federal laws and regulations. Licensed Agent agrees to disclose to UHC and/or Empower Brokerage, Inc. the compensation paid to Agents and any changes in the compensation structure and amounts payable or paid to Agents.

(B) Monthly Accounting. In accordance with a mutually agreed process with UHC, during any period that commissions are due under this Agreement, Empower Brokerage, Inc. will provide Licensed Agent a monthly accounting of such commissions that includes, among other things, the Agent Name, Agent ID (Syberworks), Member Name, Product, State, Enroll Date, Effective Date, Expiry Date.

(C) Waiver of Objections to Compensation. Licensed Agent agrees that all objections to any monthly statement provided to Licensed Agent by Empower Brokerage, Inc. will be waived unless Licensed Agent gives Empower Brokerage, Inc. written notice of the objections within 30 days after Licensed Agent's receipt of the statement as determined in accordance with Section 6.

(D) Splitting Compensation. Licensed Agent agrees that under no circumstances may Licensed Agent give any part of compensation received by Licensed Agent for the sale of Medicare Advantage Plans to any individual or to any other third party who assisted Licensed Agent or Agent in making a sale who is not licensed or otherwise eligible under applicable law to receive such compensation. Licensed Agent acknowledges and agrees that UHC and/or Empower Brokerage, Inc. does not pay split commissions.

(E) Company Control of Assets. Licensed Agent agrees that UHC will have full control of and discretion as to the collection, adjustment or compromise of any or all CMS payments. In the event a Medicare enrollee is retroactively disenrolled, within ninety (90) days of CMS effective date. Licensed Agent will lose all right to compensation for such enrollee, and will pay to Empower Brokerage, Inc. upon demand any amounts previously received by Licensed Agent as compensation on behalf of such retroactively disenrolled enrollee. Empower Brokerage, Inc. reserves the right to offset any amounts previously paid to Licensed Agent through an offset of future payments (see item (H) below)

(F) In the event that UHC receives a complaint from a member, the State or CMS regarding Licensed Agent or Agent's marketing activities; all payments due Licensed Agent or the Agent related to the complaint will be held until such time as an investigation into the allegations has been completed.

(G) Expenses. Licensed Agent and Agents will be solely responsible for all expenses incurred by Licensed Agent and Agents in the performance of this Agreement unless Empower Brokerage, Inc. provides written notice to Licensed Agent in advance of the occurrence of such expense that Empower Brokerage, Inc. will reimburse Licensed Agent or Agents, as applicable, for specifically identified expenses.

(H) Amounts owed Empower Brokerage, Inc.. Empower Brokerage, Inc. reserves the right to offset against any compensation owed to Licensed Agent any amounts Licensed Agent owes to Empower Brokerage, Inc. under this or other carrier Agreements. Such offsets shall be computed monthly for cancelled or disenrolled members and a listing of such cancelled or disenrolled members shall be provided to the Licensed Agent.

(I) Commission Payment by Licensed Agent. Licensed Agent agrees to pay Agent within a reasonable time following the receipt of Compensation by Empower Brokerage, Inc. In no event shall payment by Licensed Agent to Agent be greater than thirty (30) days. Should Licensed Agent fail to pay Agent during such period, Licensed Agent agrees to release Agent upon Agent's request to terminate its relationship with Licensed Agent. In the event Empower Brokerage, Inc. distributes leads to Licensed Agent, this Agreement shall allow an offset for the cost of the leads. Licensed Agent agrees to share with Empower Brokerage, Inc., the Agent's selling commission.

(J) Termination of Agreement. In the event of termination of the relationship between Licensed Agent and Empower Brokerage, Inc. or UHC, Empower's obligation to pay any compensation hereunder shall cease as of the effective date of termination.

(K) Medicare Enrollee Hold Harmless. Licensed Agent agrees and will require Agents to agree that in no event, including, but not limited to, nonpayment by UHC or Empower Brokerage, Inc. or the insolvency or breach of this Agreement by UHC or Empower Brokerage, Inc. , will Licensed Agent or Agent bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Medicare enrollee or other person, other than Empower Brokerage, Inc., acting on a Medicare enrollee's behalf, for payments that are the financial responsibility of UHC under the Agreement.

(L) Inducements to Cancel Contracts with UHC. Should Licensed Agent or Agents at any time directly or indirectly induce Medicare enrollees to disenroll from UHC's Medicare products, Licensed Agent and/or Agents will immediately lose all right to any payments future or accrued, under this Agreement. In addition, Licensed Agent will not be entitled to receive any further payments under this Agreement if Licensed Agent or Agent actively solicit the replacement of coverage under a UHC Medicare product or encourages an Agent to replace or attempt to replace UHC coverage with coverage by another carrier or health care service plan.

(M) Federal funds. UHC and its contractors, and subcontractors paid by UHC to fulfill obligations under a CMS contract, are subject to certain laws that are applicable to individuals and entities receiving federal funds. Licensed Agent acknowledges that payments it receives from Empower Brokerage, Inc. are, in whole or in part, from federal funds.

(N) Remittance. All monies, negotiable instruments, or securities either party receives for or on behalf of the other party shall be held by receiving party in trust and as trustee for the other. Any and all monies owed to one party shall not be used by the other party for any purposes whatsoever.

(O) Changes in Commission Rate or Terms. Unless required by CMS or other federal regulations or guidance, any changes in Commission Rates or Terms shall be made in writing by Empower Brokerage, Inc. and provided to Licensed Agents.

(P) Licensed Agent agrees that in the event Empower Brokerage, Inc. and/or UHC is not paid for an enrollment submitted by Licensed Agent, Empower will not be responsible for paying Licensed Agent for enrollment. Licensed Agent also agrees that any commissions without from Empower Brokerage, Inc. by UHC will in turn be withheld from Licensed Agent.

7. Protections.

(A) Communications with Beneficiaries. Licensed Agent agrees that UHC will have at all times, both during and after the termination of this Agreement, the right to communicate with beneficiaries in any manner consistent with CMS regulations and guidance.

(B) Relationship with Agents. UHC agrees that the Agents attributing sales under this Agreement to Licensed Agent, and who have previously been approved by UHC to serve under Licensed Agent, are proprietary to Empower Brokerage, Inc. and will become a part of Licensed Agent's Hierarchy.

(C) Sale of UHC. In the event UHC or Empower Brokerage, Inc. is sold or in the event the business or any portion thereof, generated by or through Licensed Agent in the fulfillment of the Agreement is sold, the terms of this Agreement apply to its successors and assigns. This subsection shall also apply to all subsequent re-sales

8. Administrative Services.

(A) Marketing Material. It shall be UHC's responsibility and cost to assure that all marketing and fulfillment materials provided to Licensed Agent and Agents for use in the marketing of UHC Medicare products are in compliance with CMS requirements.

(B) Fulfillment Services. Fulfillment services consist of the tasks and materials necessary to distribute to an accepted beneficiary a program welcome kit, an ID card and any other materials designated by CMS as applicable to inform an applicant of his/her acceptance into the Medicare Advantage Plan. These services will be provided by UHC at the expense of UHC.

9. Term; Termination of this Agreement by UHC.

(A) This Agreement shall be effective on the date of its execution and shall continue for successive one (1) year terms so long as UHC's contract with CMS for Medicare Advantage Plans is contemporaneously renewed and is not terminated. Notwithstanding any provision in this Agreement to the contrary, if CMS terminates its contract with UHC, this Agreement shall also terminate on the same date. This contract may be terminated by either party without cause upon notice to the other party no less than thirty (30) calendar days before said termination shall be effective.

(B) Empower Brokerage, Inc. may terminate this Agreement immediately for cause. For purposes of this Agreement, "for cause" shall mean (a) Licensed Agent's insolvency, bankruptcy, or reorganization, or the institution of such or similar proceedings by or against Licensed Agent; or (b) Licensed Agent's criminal conduct, CMS/ Medicare compliance problems, including but not limited to marketing abuses within each state.

(C) UHC agrees that in the event of a termination of this Agreement, whether with or without cause, it may not immediately terminate all Agents under the Hierarchy of Licensed Agent. However, at the option of UHC and/or Empower, Agents may continue to represent UHC provided that UHC continues to pay Empower Brokerage, Inc. the Commissions as set forth in Section 6. In addition, if UHC elects to continue an association directly with Agents after termination of this Agreement, Licensed Agent will not be responsible for any further liability of the Agent.

(D) UHC further agrees that during the term of this Agreement, it will not recruit, appoint, contract, employ or hire any Agent under the Hierarchy of Empower Brokerage, Inc. UHC also agrees that in the event of the termination of Empower Brokerage, Inc. relationship with any Agent under the Hierarchy of Empower Brokerage, Inc., however contracted or appointed, it will not recruit, appoint, contract, employ or hire any such Agents for any reason, for a period of one (1) year from the date of the termination.

(E) UHC acknowledges that Empower Brokerage, Inc., Licensed Agent's and Agent's customer lists of any kind are confidential and proprietary, and agrees not to disclose or disseminate such lists to any other person or entity without Empower Brokerage, Inc. written consent or except as required by governmental or regulatory requirements or judicial order.

(F) Each Party further agrees that it will not hire any persons employed or retained by the other Party on or for a period of one year after the date of this Agreement without the other Party's written permission.

(G) Licensed Agent acknowledges and agrees that if any Agent(s) are terminated for any reason, any renewal payments payable for sales from that Agent will be forfeited.

10. Independent Contractor.

Nothing contained herein shall be construed to create the relationship of employer and employee between the Parties hereto. Licensed Agent shall be free to exercise its independent judgment in the performance of this Agreement, subject to legal and regulatory compliance, the terms of this Agreement and the policies and procedures established by UHC from time to time.

11. Non-waiver of Covenants.

Should UHC, Empower Brokerage, Inc., or Licensed Agent at any time fail to insist upon a strict performance of each and every provision of this Agreement incumbent upon the other to be kept and performed or fail to adhere strictly to the terms and provisions hereof, or to any one of them, such failure shall not be construed as a waiver of the party's right to thereafter insist upon strict performance by said to party thereafter adhere to and enforce all the terms and provisions of this Agreement.

12. Agreement Non-assignable.

This Agreement is not assignable by any Party without the prior written consent of the other party.

13. Change in Law.

No party shall take any other action required or permitted hereunder, if any judicial decision, legislative action, regulatory or other administrative interpretation, whether Federal or state, would render unlawful the conduct of the Parties hereunder ("**Change in Law**"). In the event of such a Change in Law, the Parties shall be required to act in good faith to restructure the business arrangement between the Parties to conform with then existing law or the requirement of any Federal, state and/or local governmental agency. If the Parties have not reached an agreement regarding the material terms of the restructured business arrangement as set forth above within thirty (30) days following the date all Parties are on notice of the Change in Law (the "Restructuring Discussions"), the Restructuring Discussions shall terminate and any Party may terminate this Agreement immediately upon notice to the other Party.

14. Confidential and Proprietary Information.

(A) HIPAA Compliance. In accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act ("HIPAA"), the Parties shall ensure that any patient identifiable health information provided by or to it ("PIHI") will be treated as confidential in accordance with applicable laws, including but not limited to, HIPAA and corresponding regulations (the "HIPAA Regulations") and shall abide by the applicable HIPAA provisions and guidance. If necessary, Parties shall execute additional agreements or documents to comply with HIPAA.

(B) During the term of this Agreement, and in the course of Licensed Agent's performance hereunder, Licensed Agent and Agents may receive and otherwise be exposed to certain confidential and proprietary information relating to UHC and its business practices, strategies,

and technologies (collectively referred to as “Confidential Information”. Confidential information will also include, but not be limited to, information related to marketing and customer support strategies; UHC and/or Empower Brokerage, Inc. financial information, including sales, costs, profits, and pricing methods; their internal organization, employee lists and Medicare enrollee lists; and information of third parties as to which UHC and/or Empower Brokerage, Inc. has an obligation of confidentiality.

(C) Non-disclosure of Confidential Information. Licensed Agent acknowledges the confidential and secret character of all Confidential Information that Licensed Agent and Agents may have access to or become acquainted with, and agrees that all such Confidential Information is the sole, exclusive, and extremely valuable property of UHC and/or Empower Brokerage, Inc.. Accordingly, Licensed Agent agrees and will require Agents to agree (i) not to circulate, otherwise share; distribute or reproduce any of the Confidential Information without Licensed Agent prior written consent, (ii) not to use the information except in the performance of the Agreement, and (iii) not to divulge all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement. Upon termination of this Agreement for any reason, including expiration of the term of this Agreement, Licensed Agent agrees to cease using and to return all whole and partial copies and excerpts, derivatives, summaries or analyses of the Confidential Information, whether in Licensed Agent’s or an Agent’s possession or under Licensed Agent’s direct or indirect control.

15. Insurance.

Licensed Agent will at all times maintain the following insurance coverages:

(A) Commercial General Liability Insurance including, but not limited to, premises and contractual liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate limit of all claims filed in a policy year for bodily injury and property damage. Said insurance will be provided on an “occurrence” form.

(B) Workers’ Compensation and Employer’s Liability if the Licensed Agent is an employer of one or more employees, coverage with the following minimum limits:

1. Workers’ Compensation: As required by law

2. Employer’s Liability:

Bodily injury by accident \$1,000,000 each accident

Bodily injury per disease \$1,000,000 each employee

Bodily injury by disease \$1,000,000 policy limit

(C) Errors and Omissions Insurance in amounts consistent with industry standards, but no less than \$1,000,000 per occurrence and \$1,000,000 aggregate limit of all claims filed in a policy year for Licensed Agent and its employees and agents. Licensed Agent will require non-employee Agents to maintain Errors and Omissions Insurance of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate per policy year.

(D) Upon the execution of this Agreement and no less than annually thereafter, Licensed Agent will provide UHC with written proof of same.

16. Indemnity.

Except as required under applicable law, regulations and guidelines, Licensed Agents agree to indemnify, defend, and hold Empower Brokerage, Inc. and/or UHC harmless from and against any and all claims, damages, costs, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs of settlement or defense, arising out of or relating to the actual or alleged negligent or actual or alleged willful misconduct of the other Party with respect to its obligations under this Agreement.

17. Legal Actions.

Licensed Agent shall not institute legal proceedings against any beneficiary for any cause arising out of the business transacted under this Agreement. Should UHC and/or Empower Brokerage, Inc. be sued because of any alleged act by Licensed Agent, UHC shall, upon receipt of notification of such suit, immediately notify Licensed Agent in writing in order that Licensed Agent and UHC may mutually agree upon the appropriate defense, the employment of counsel and a determination as to which party shall be liable for the cost of such defense. If no mutual agreement can be reached, Empower Brokerage, Inc. may require Licensed Agent to defend any act or alleged act of the Licensed Agent at Licensed Agent's expense. UHC, at its sole discretion and expense, may settle any claim or claims of applicants for insurance, policyholders, or other against UHC arising out of the business transacted under this Agreement, upon receipt of proof satisfactory to UHC of the justice of such claim or claims.

18. Disputes.

The Parties agree to act in respect of all matters related to this Agreement in the highest good faith. If Empower Brokerage, Inc. and Licensed Agent cannot mutually resolve a dispute which arises out of or relates to this Agreement, the dispute shall be decided through arbitration. The arbitrators shall reach their decision from the standpoint of equity and the customs and practices of the insurance industry, as opposed to being in strict conformity with applicable law. To initiate arbitration, either Empower Brokerage, Inc. or Licensed Agent shall notify the other Party in writing of its desire to arbitrate, stating the nature of its dispute and the remedy sought. The Party to which the notice is sent shall respond thereto in writing within ten (10) calendar days of its receipt of such notice. In such response, the Party shall also assert any claim, defense and other dispute it may have which arises out of or relates to this Agreement. Failure to respond shall render this Section ineffective and will entitle, but not obligate the Party seeking resolution of the dispute to seek redress in civil litigation.

The arbitration hearing shall be held before a panel of three arbitrators. Empower Brokerage, Inc. and Licensed Agent shall each appoint one arbitrator by written notification to the other Party within thirty (30) calendar days of the date of the mailing of the notification initiating the arbitration. These two arbitrators shall then select the third arbitrator. Should the two arbitrators be unable to agree upon the choice of a third arbitrator, each Party to this Agreement will appoint another arbitrator and the process shall be repeated until a third arbitrator is appointed. Once the entire panel is chosen, the arbitrators are empowered to decide all substantive and procedural issues by majority vote. The arbitration hearing shall be held in Fort Worth, Texas, unless otherwise

agreed by both parties. Any and all disputes arising out of this Agreement or the Parties relationship shall be governed by the laws of the State of Texas.

Except as otherwise provided in this Agreement, the arbitration proceeding shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Notwithstanding any other provision of this Agreement, neither Party is required to arbitrate any issue for which injunctive relief is sought, and neither Party shall be required to arbitrate any issue whatsoever in the event that the other Party becomes subject to the appointment of a receiver, liquidator, conservator or trustee or a state insurance regulatory authority in such capacity.

19. Notice and Opportunity to Remedy.

Whenever notice is to be given by either Party to the other, it must be done in writing by certified, return receipt mail addressed to the following parties:

Licensed Agent:

Empower Brokerage, Inc.:

6030 Jacksboro Hwy.
Fort Worth, Texas 76135

Attn: Chief Financial Officer

In the event of any default hereunder by Licensed Agent, Empower Brokerage, Inc. shall give Licensed Agent notice, as specified above, setting forth, with specificity, the details of the alleged default. If Licensed Agent remedies the default within thirty (30) calendar days, Empower Brokerage, Inc. shall not terminate this Agreement, or invoke any other sanctions against Licensed Agent. Provided further, in the event that the Licensed Agent has made a bona fide effort to cure or remedy the breach within thirty (30) calendar days, and Licensed Agent confirms such efforts and progress to Empower Brokerage, Inc. in writing, together with an explanation of Licensed Agent's good faith belief that Licensed Agent can cure or remedy such breach within a reasonable time thereafter, then Licensed Agent shall have a reasonable extension of time to cure or remedy said breach. When the alleged breach is by acts of any Agent, Licensed Agent's recommendation of termination of the Agent or obtaining a signed Cease and Desist Agreement from said Agent as to the future activities (with a copy provided Empower Brokerage, Inc.) shall be deemed to have cured such breach.

20. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Texas. Venue for any non-arbitration proceeding shall be Tarrant County, Texas.

21. Titles and Headings.

Titles and headings for the paragraphs and subparagraphs herein are for convenience only, are not part of the Agreement, and shall not define or limit any of the Agreement terms.

22. Attorney's Costs and Fees.

In any litigation arising out of this Agreement between the two parties, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs.

23. Contract Interpretation.

If any clause, paragraph, term or provision of this Agreement shall be found to be void and unenforceable by any court of competent jurisdiction, such finding shall have no effect upon any other clause, paragraph, term or provision of this Agreement and same shall be given full force and effect.

24. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement, notwithstanding that all of the

parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart.

25. CMS Final Marketing Provisions and CMS Marketing Surveillance Attachment

CMS published a memorandum dated September 26, 2008 regarding the Final Marketing Provisions and Marketing Surveillance and on October 8, 2008 published a clarification of guidance for regulations in CMS 4131-F and CMS 4138-IFC. The Medicare Improvements for Patients and Providers Act (MIPPA) became law in July, 2008. Licensed Agent and UHC agree to abide by the Act and its regulations. The September 26, 2008 and October 8, 2008 memorandums sent by Abby Block, Director, CPC, regarding Final Marketing Provisions, CMS Surveillance and clarification of guidance for regulation in CMS 4131-F and CMS 4138-IFC is hereby incorporated by reference as if fully set forth herein.

26. Entire Agreement

This Agreement, including Schedules attached hereto, constitutes the entire contract between the said parties, and can only be amended in writing, duly signed by the said parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this _____.

Licensed Agent:

By: _____

Title: _____

Empower Brokerage, Inc.:

By: _____

Title: President

SCHEDULE A
TO THE LICENSED AGENT AGREEMENT
COMPENSATION SCHEDULE

UNIVERSAL HEALTH CARE INC.
Sales Representative Commitment of Compliance

The Centers for Medicare and Medicaid Services (CMS) and Universal Health Care, Inc. (UHC) have a zero tolerance for non-compliance. As a company, we are committed to excellence in the way we conduct our business practices. Our company's continued growth and leadership depend upon the integrity of all the individuals who represent us. Each UHC Medicare Sales Representative who represents our company and products subscribes to this Commitment of Compliance as an expression of their commitment to fair and honest marketing practices. In this document, "client" means a person who may enroll in a benefit plan and "enrollee" means someone who has enrolled in such a plan.

Please review carefully and sign below to indicate your agreement with all:

1. I shall conduct myself with courtesy and dignity and with respect for the rights and reasonable requests of clients and enrollees at all times.
2. I will not engage in activities that could mislead or confuse Medicare beneficiaries, clients or enrollees, or misrepresent UHC or its products.
3. I will not disparage UHC competitors or their plans or make unsubstantiated comparisons. Nor shall I seek to influence the cancellation of any contract that may exist between competitors and their customers; nor will I take a product lead supplied to me by UHC and use it to solicit or write competitor business.
4. I will never make offers of gifts or payments or reductions of commission as an inducement for clients to enroll in a product.
5. I will use no form of coercion, deception, sympathy appeal, or other high-pressure tactics to enroll clients in a plan. I will always give clear and accurate information regarding my relationship with UHC and avoid the use of false, contextually misleading, or exaggerated statements.
6. I will make sure that all information on the application is completely filled in by the client, their legal representative or by me, the agent, in their presence. I will never sign the application on behalf of an enrollee, even if they have given me permission to do so. After the completion of the application I will verify all information on the application is correct and I will confirm the plan they have chosen to enroll in and I will leave the enrollee with a copy of the application.
7. I will qualify Medicare beneficiaries by asking if they meet all CMS eligibility requirements for a Medicare Advantage Plan; have Medicare Parts A and B and meet end stage renal disease eligibility requirements. I will not ask a client to sign an incomplete application. I will promptly submit upon receipt as required by UHC's application submission guidelines all application to UHC or its designate.

8. I will protect the privacy of clients and enrollees and preserve the confidentiality of their records in accordance with UHC's Privacy Policies and Procedures and Federal and state regulations (HIPAA). I will handle the enrollment application and any other enrollee health information in my possession in a professional and confidential manner. I will not maintain or share any enrollee records.

9. I, in my relationship with UHC, will not accept gifts, arrange to share or split any payment or commission, accept any additional financial incentives, or otherwise allow myself to be influenced or coerced in any way in conducting business.

10. I shall observe UHC's policy of nondiscrimination by reason of race, creed, color, sex, age, national origin or economic status. Enrollments in any plan shall not be predicated on age or medical condition, except as provided by Federal rules of access to Medicare. I understand that discrimination based on health status or disability is prohibited, and that marketing materials and sales meetings must be accessible to the disabled.

11. I understand that door-to-door solicitation is strictly prohibited.

12. I understand that selective marketing or health screening is strictly prohibited.

13. I understand that I can ask for and accept referrals as long as the information received includes name and address only – no phone numbers.

14. I will not "cold call" individuals who are referred to me or who's names were obtained through special events. I will adhere to "DO NOT CALL LIST" guidelines and only contact those individuals who have expressed an interest in being contacted by phone. If at anytime a UHC representative is made aware of a client, prospect or member who wishes to have their name removed from a direct marketing list, I will report this information to my sales or broker manager.

15. I understand that I can only use UHC-approved marketing materials and that I can not alter any materials or create any materials without the permission and approval of UHC.

16. I will provide, in writing to a beneficiary prior to or at the time of enrollment, the following statement: "The person that is discussing plan options with you is either employed by or contracted with UHC. The person may be compensated based on your enrollment in the plan."

17. I understand that if marketing through Providers, they can not give out or accept enrollment applications. All prospective enrollees must be seen in a common area (an area where patients are not seen) by an authorized UHC representative or applications can not be accepted.

18. I understand that at no time can I give clinical guidance or advice or steer any enrollee to any particular provider or facility.

19. I understand that I will be provided with a Sales Presentation book, which should be used for all sales presentations to ensure that consistent and accurate information is being distributed.

20. I have completed the UHC mandatory training and understand that I will be required to participate in other mandatory training conducted by UHC or its designate. I pledge that I shall at all times conduct myself and my sales activities in compliance with CMS rules and guidelines, and other applicable laws and regulations. (For further guidance please refer to the CMS website - Managed Care Manual Chapter 3: Marketing)

21. I understand that any breach of the above could result in the immediate unilateral termination of my Broker/Agent appointment and agreement with UHC, and at UHC's discretion, such a breach may cause the immediate suspension of any compensation. UHC may report breach of any CMS violation to the appropriate regulatory agency.

I, _____, have read this Medicare Sales Commitment of Compliance, and agree to the terms and conditions as outlined on this form.

Agent Signature

Request for Taxpayer Identification Number and Certification

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

Please print or type	Name (See Specific Instructions on page 2.)	
	Business name, if different from above. (See Specific Instructions on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		

Part I Taxpayer Identification Number (TIN)	List account number(s) here (optional)				
<p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.</p> <p>Note: <i>If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</i></p>	Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)				
<table style="margin: auto;"> <tr> <td style="border: 1px solid black; padding: 2px;">Social security number</td> </tr> <tr> <td style="text-align: center;"> + </td> </tr> <tr> <td style="text-align: center;">or</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> + </td> </tr> </table>		Social security number	+	or	Employer identification number
Social security number					
+					
or					
Employer identification number					
+					

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. person (including a U.S. resident alien).

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 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS must get 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 give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.**

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.*

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all

such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Part II—For U.S. Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Part III—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to

report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



Universal Healthcare Certification



Instructions for 2009 Online Certification

- Log on to: <http://www.syberworks.com/univhc>
- Your Registration Number is: **q295kc** Agency Code: **0809**
- If you registered for 2008, your user name and password will be automatically sent to you so you can register for 2009. If you did not register for 2008, you will need to log on and go to **Register Now**. Certifying now is for both 2008 and 2009 so you can begin enrolling ageing-ins for 2008 as soon as you receive your writing number and materials.
- You will then be asked to enter your details, be sure to have your insurance license number handy – You can use your Social for your Tax ID number if you do not have one.
- After you enter your zip code, use **Tab to populate your city and state**.
- Once you click submit, you go to a page that provides you with a User Name and Password. You will also receive email instructions sent to the email address you provided.

Be sure you keep your user name and password handy so you can finish the certification.

- Once you log in on this site click on “My Courses” option on the left to begin.
- Upon completion of the self paced course, Universal Health Care will verify your license information and appoint you as the company’s marketing agent
- You will receive an email with your UNIQUE AGENT WRITING NUMBER
- You will use this **NEW Agent Writing Number on all enrollment forms** for Universal Health Care business. It is **imperative** that you know your Agent Writing Number.

If you have any questions, email Josie Etter at: jetter@empowerins.com