

TRANSAMERICA
Broker Appointment Cover Sheet
IHC Financial

- 1. Please complete Agent Set-up form.
- 2. Complete Application for the Appointment forms page 1.
- If you choose to have your commissions paid to a firm please complete the Business Entity information. Include a copy of the Business License & Business E&O.
- 3. Sign Exhibit C
- 4. Complete Authorization Agreement for Direct Deposit.
- 5. Complete Fair Credit Report Act.
- 6. Complete Page 12 of the Agent Agreement.
- 7. Include a current copy of State License(s) you wish to be appointed in.
- 8. Include copy of LTC Partnership Training Certificate. If applicable in your state. *SIA recommends completing this at www.webce.com.*
- 9. Include a copy of Errors & Omissions

Please return to Licensing
Fax: (701) 355-4165

PLEASE NOTE: Several states will allow an agent to submit paperwork with a piece of business. This is referred to as a non-restricted state. However, there are other states, which by law, require an appointment to be in place and effective before the first piece of business is sold and commissions are paid. It is important to submit your restricted state licensing packages well in advance to insure all appointments are in place when business is solicited.

For questions please email licensing@siamarketing.com

Agent Set-up

New Agent: _____
Update Agent: _____ Agent #: _____

Agent/Agency Name: _____

DBA, if applicable: _____

Agent SSN, FEIN or NPN (National Producer's Number): _____

Resident State: _____

Agent Mailing Address:

Line 1: _____

Line 2: _____

City/State: _____

Zip Code: _____

Business Phone: _____

Cell Phone: _____

Fax: _____

E-mail Address: _____

Licensed Only Agent (LOA): _____ (if no, please attach Compensation Schedule)

Agent Hierarchy: (Start with new Agent)

	Agent/Agency Name	Agent/Agency #
New Agent		NA
Upline #1		
Upline #2		
Upline #3		
Upline #4		
Upline #5		

Special Instructions: _____

Marketing Signature: _____ Date: _____



Administrative Office
 P.O. Box 95302
 Hurst, TX 76053-5302
 866-630-7496

Application for the Appointment

(Applicant is an Independent Producer)

This application must be included when submitting contracting and licensing documents to Bedford, TX for processing.

<p>Natural Person Information</p> <p>Required for processing appointments and background investigations.</p>	<p>1 Full Legal Name _____</p> <p>2 SSN _____ E-Mail Address _____</p> <p>3 Home Address _____ _____</p> <p>4 Home Phone (____) _____ Home Fax (____) _____ Mobile Phone (____) _____</p> <p>5 Spouse Name _____</p> <p>6 Date of Birth _____</p> <p>Business Information:</p> <p>7 Mailing Address _____ _____</p> <p>8 Phone (____) _____ Fax Number (____) _____</p>
<p>Business Entity Information</p> <p>Required for processing appointments and background investigations.</p>	<p>1 Full Legal Name of Entity _____ <small style="margin-left: 400px;">Exact name as it appears on license</small></p> <p>2 State Where Entity Organized _____</p> <p>3 Date Entity Organized _____</p> <p>4 Type of Legal Entity: <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Limited Liability <input type="radio"/> Other (please specify) _____</p> <p>5 How long doing business in community _____</p> <p>6 Taxpayer ID# _____</p> <p>7 Business Mailing Address _____ _____</p> <p>8 Business Phone (____) _____ Business Fax Number (____) _____</p> <p>9 Business E-mail Address _____</p>

ADDENDUM TO AGENT'S AGREEMENT

This Addendum to Agent's Agreement (this "Addendum") is entered into as of _____, 200_, by and between Transamerica Life Insurance Company, an Iowa corporation ("Transamerica") acting through its Long Term Care Division ("Company"), and the undersigned agent ("Agent"), and is attached to and forms a part of that certain Agent's Agreement between Company and Agent of even date herewith (the "New Agent's Agreement").

RECITALS

WHEREAS, Agent and Live Investors Insurance Company of America were parties to an Agent's Agreement (the "Prior Agent's Agreement") that includes a Schedule of Compensation Rates (the "Prior Compensation Schedule");

WHEREAS, Life Investors Insurance Company of America has merged with and into Transamerica and, although the Prior Compensation Schedule applies in accordance with its terms to long term care insurance policies and certificates that Agent sold pursuant to the Prior Agent's Agreement (the "Prior Business"), no new business is currently being, or in the future will be, written under the Prior Agent's Agreement; and

WHEREAS, Company and Agent desire that the New Agent's Agreement supersede the Prior Agent's Agreement with respect to the Prior Business (including, without limitation, with respect to Agent's provision of service to the Prior Business), as and to the extent set forth more fully below.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The terms and conditions of the New Agent's Agreement shall apply to the Prior Business, and shall supersede the terms and conditions of the Prior Agent's Agreement, in all respects EXCEPT that the Prior Agent's Agreement shall continue to control compensation to be paid with respect to the Prior Business. Accordingly, the Prior Agent's Agreement shall continue to apply to: (i) Agent vesting in compensation payable with respect to the Prior Business, (ii) the circumstances under which Agent may forfeit or lose vesting in compensation payable with respect to the Prior Business, and (iii) the specific rates of compensation (as set forth in the Prior Compensation Schedule) payable with respect to the Prior Business.

IN WITNESS WHEREOF, parties have entered into this Addendum as of the date first set forth above.

TRANSAMERICA LIFE INSURANCE COMPANY
- LONG TERM CARE DIVISION

By: _____

Printed Name: _____

Title: _____

_____ <i>[insert legal name of Agent]</i>
By: _____
Printed Name: _____
Title: _____



Authorization Agreement for Direct Deposit

There are benefits to receiving your commission payment via Electronic Funds Transfer (EFT). It is a quicker and more efficient commission payment process. We recommend our agents enroll in the Direct Deposit program to receive their commission payments at least 5 days earlier than by check. Another advantage is that agents participating in EFT have the option to be paid earned commissions for a policy on a daily basis as soon as a policy is placed and the premium is paid, instead of waiting until month-end for our regular earned commission payment. Please indicate which option you prefer by checking the box below.

- I choose to receive issue checks through Electronic Funds Transfer (EFT)
- I choose NOT to participate

My signature below authorizes the company to electronically transfer my commission/advance to my account at the Financial Institution below. (This includes my authorization to reverse any transfers made in error.) I further agree that the company is relieved of the responsibility for funds electronically transferred to my account just as they would be, had I personally endorsed paper checks.

Financial Institution Name/Location	Transit Routing Number	Account Number	Type of Account Checking or Savings
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Print Name _____ Date _____

Signature _____ Last 4 #s of SSN. _____

Attach a voided check or deposit slip to this authorization.
This will be used to verify transit routing
number and account number information.

This form is optional. You are not required to be paid by Direct Deposit.

AGENT'S AGREEMENT

THIS AGENT'S AGREEMENT ("Agreement") is entered into as of _____, 20____, between the Long Term Care Division of TRANSAMERICA LIFE INSURANCE COMPANY, an Iowa corporation ("TLIC" or "we"), and the undersigned ("Agent" or "you").

WHEREAS, Life Investors Financial Group, Inc. ("LIFG") has requested that we appoint you as our agent to assist in the sale and solicitation of applications for long term care insurance policies and certificates issued by us or by our affiliates (each a "Policy") that are produced through the LIFG distribution channel, and we are willing so to appoint you in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, we and you agree as follows:

Section 1. Appointment – We hereby appoint you on a non-exclusive basis as our agent to solicit, individually and through your sub-agents, applications for Policies in accordance with this Agreement. Such appointment is non-exclusive in all respects; without limiting the generality of the foregoing, you have no exclusive rights to territory, market or products. The term "sub-agent" means any properly licensed and TLIC-appointed agent that you have sponsored or recruited to solicit applications for Policies. References in this Agreement to "you" shall include your sub-agents except where the context otherwise clearly requires.

Section 2. Relationship – You will be our independent contractor, and nothing in this Agreement shall (i) cause you or your sub-agents or employees to be deemed our employees for any purpose or (ii) create a partnership or joint venture relationship between you and us.

Section 3. TLIC Rules – We may provide you with our written rules, policies and procedures that will apply to your activities under this Agreement, particularly with respect to professional ethical conduct, underwriting guidelines, acceptance of risks, and the sale, submission and delivery of Policies, including our privacy and security rules and our policies and procedures known as the "Long Term Care Division Professional Conduct Principles and Policies" (all of the above, the "TLIC Rules"). Although the TLIC Rules are not intended to restrict your freedom of action, you must use best efforts to comply with them and also must act in a manner that will not harm the business, goodwill or reputation of TLIC or its affiliates.

Section 4. Your Authority and General Responsibilities –

(a) You shall solicit applications for Policies as we may require, and shall forward properly completed applications to us promptly for consideration.

(b) You may recommend Persons (as defined below) that you would like for us to appoint as your sub-agents provided that you have reasonable confidence in the honesty and integrity of such Persons. If we approve these sub-agents, you must train, manage and supervise them, ensure that they are properly licensed and otherwise oversee their compliance with all applicable laws, rules, regulations, orders and directives of governmental authorities (collectively, "Laws"), and otherwise provide appropriate support to enable them to market and sell Policies effectively. You also must use best efforts to ensure the fidelity of your sub-agents. We have no obligation to contract with and/or appoint any sub-agent, and we have the right at any time to terminate the appointment of any sub-agent. If you request in writing, we will either terminate a sub-agent's appointment to represent us or remove such sub-agent from your hierarchy of sub-agents. "Person" includes any natural person, corporation, limited liability company, general partnership, limited partnership, unincorporated association, trust, governmental authority, or any other form of entity.

(c) You shall receive in trust on our behalf the initial premium and any related policy fees at the time of application and/or additional first year premium when a Policy is delivered and promptly submit the entire amount to us.

(d) You shall deliver each Policy to the insured promptly (but in any event within fifteen (15) days) after you receive it. Your placement of a Policy, accurately addressed and with sufficient postage, in USPS first class mail shall constitute delivery unless we require the return of a written delivery receipt, in which case your return of such receipt also shall be necessary to constitute delivery.

(e) As appropriate, and in any event upon our request, you shall deliver to your sub-agents all TLIC Materials (as defined in Section 12(b) below).

(f) You shall effectively communicate the TLIC Rules to your sub-agents and employees.

(g) You shall be responsible for (i) prompt delivery (but in any event within fifteen (15) days after receipt) of Policies and premium refunds sent to you or your sub-agents, and (ii) the compliance of your sub-agents with the TLIC Rules and with our specific instructions. You shall enforce such compliance through appropriate measures, including cooperating with us in any actions that we may undertake to enforce such compliance.

(h) You shall comply with all Laws (including all State producer disclosure compensation Laws).

(i) You shall determine your sub-agents' compensation, but it must comply with all Laws and not impair your ability to market the Policies effectively.

(j) You and your sub-agents shall maintain at all times (at your and their expense except where prohibited by law) all State and territorial licenses necessary to fulfill your obligations under this Agreement (and, in the case of sub-agents, to fulfill their obligations under their Agent's Agreements). Notwithstanding anything in this Agreement to the contrary, we will not accept Policy applications from, or pay any form of commissions (including overrides) on any business produced by, unlicensed agents or sub-agents.

(k) In the solicitation of applications for Policies, you (i) shall use, and shall provide to your sub-agents, only TLIC Materials and any Agent Materials (as defined in Section 12(c) below) that we have approved in writing in advance (collectively, "Approved Materials"), (ii) shall stop using, and shall direct your sub-agents to stop using, Approved Materials immediately upon receiving written notice from us to do so, and (iii) shall revise Approved Materials as we may direct in writing as promptly as possible.

(l) You shall ensure that your sub-agents are adequately trained to comply with this Section 4.

Section 5. Limitations on Your Authority –

(a) You have only the authority that this Agreement specifically grants to you. Without limiting the generality of the foregoing, we specifically deny you and your sub-agents any authority to, or purportedly to commit us to, (i) waive or modify any term of any Policy; (ii) approve evidence of insurability or bind or commit us on any risk; (iii) receive any premiums except initial premiums and/or additional first year premiums when a Policy is delivered; (iv) extend the time for any premium payment; (v) reinstate any Policy; (vi) adjust or settle any claim with respect to any Policy; (vii) except where specifically permitted by law, solicit any application for insurance in any jurisdiction in which you or your sub-agents are not duly licensed, appointed and contracted; (viii) make any representation with respect to any Policy that

is inconsistent with such Policy; (ix) compare a proposed Policy with any existing coverage (whether or not issued by us or by any of our affiliates) in a misleading or incomplete manner; (x) represent us or any of our affiliates in any legal proceeding; (xi) roll, churn, or twist business placed with us or with any affiliate of ours, including inducing or attempting to induce any insured of ours or of any affiliate of ours to cause the lapse, forfeiture, surrender, termination or replacement of such insured's existing Policy unless clearly in the insured's best interests, or otherwise damage the relationship between us and our insureds or between any of our affiliates and its insureds; (xii) provide or offer to provide any inducement to an applicant or insured not specified in the applicable Policy; (xiii) cash, endorse, or negotiate any check, money order, or draft made payable to us or to our affiliates, or wrongfully withhold any funds owed or belonging to us or to any of our affiliates; or (xiv) receive cash in payment of any premium or otherwise.

(b) You shall enforce the compliance of your sub-agents with the standards set forth in Section 5(a) above through appropriate measures, including cooperating with us in any actions that we may undertake to enforce such compliance.

(c) You shall not misrepresent the nature of your relationship with us.

Section 6. Reservation of Rights – We specifically reserve the right, without limitation and without liability to you or to your sub-agents, to (i) stop doing business; (ii) change or discontinue any marketing concept or underwriting program; (iii) amend, discontinue, or stop selling any Policy; (iv) change any Policy premium rate; (v) determine Policy limitations; (vi) change the conditions or terms under which any Policy is offered; (vii) amend the TLIC Rules; (viii) reject any application for a Policy, or refund any premium and/or fee, without specifying the reason; (ix) cancel or rescind any Policy for fraud or misrepresentation; (x) reduce or otherwise adjust commissions on conversions, exchanges, replacements or other similar requests as required by any regulatory authority or by the TLIC Rules; and/or (xi) change commissions or amend, add or delete any Compensation Plan (each a “Plan”) described in the schedule of compensation rates set forth in Exhibit A hereto (as the same may be amended in accordance with this Agreement, the “Schedule of Compensation Rates”) or any of the compensation rates set forth therein applicable to the respective Plans (provided, however, that we will provide you with at least thirty (30) days’ prior written notice of any such action described in this clause (xi) unless we are legally required to effect such action at an earlier date, and that any such action will apply only to Policies issued on or after the date set forth in the notice).

Section 7. Agent Compensation –

(a) Your total compensation under this Agreement (“Agent Compensation”) shall be in accordance with the Schedule of Compensation Rates on those premiums paid to us that we accept on Policies that you or your sub-agents have solicited and that we have issued and placed in force, but shall be reduced by the total amount of compensation attributable to your sub-agents that have Agent’s Agreements directly with us, whether or not we actually pay such sub-agent compensation.

(b) Within thirty (30) days after the end of each calendar month, we (i) will make available to you a statement of your Agent Compensation account for such month (the “Monthly Statement”), and (ii) will forward to you the amount of any credit balance set forth in such Monthly Statement by check (or, during such time as we may offer this option to you, and upon your request and the submission to us of any necessary documentation, by means of direct

deposit into a bank account that you have designated to us). If you wish to object to any part of a Monthly Statement, you must make such objection in writing within sixty (60) days after the date of such Monthly Statement. Thereafter, any review of a Monthly Statement shall be at your sole expense.

(c) Unless you and we otherwise agree in writing, Agent Compensation shall accrue at the time premiums are paid to us on issued Policies; provided, however, that only Agent Compensation of at least Fifty Dollars (\$50.00) shall be due and payable. All amounts under this Section 7(c) shall accrue without interest until paid.

(d) If we adjust, return or refund any premium or if an applicant's premium payment is dishonored, then, in our sole discretion, we may require you or your sub-agent to reimburse us in cash for any related Agent Compensation that we have paid or credited or we may offset such amount against future Agent Compensation.

(e) You shall not be entitled to any Agent Compensation on any refunded premium, when waiver of premium is in effect, or on the portion of a premium resulting from a rate increase.

(f) Subject to the other restrictions in this Agreement on your right to receive Agent Compensation, following a termination of this Agreement other than for Cause, you shall be vested as to first year and renewal Agent Compensation in accordance with the Schedule of Compensation Rates until such time, beginning with the calendar year in which the third anniversary of the effective date of this Agreement falls, as your total accrued vested Agent Compensation in any calendar year totals less than Five Hundred Dollars (\$500.00), after which time all Agent Compensation shall revert to us. Vesting shall not affect our right to service the Policies on which such Agent Compensation is payable.

(g) If we stop paying commissions to your sub-agents who have Agent's Agreements directly with us pursuant to the terms of such agreements, you shall have no right to the commissions (whether or not vested) of such sub-agents even if you are entitled to override commissions on their business, and such commissions shall revert to us.

(h) If any of your sub-agents who do not have Agent's Agreements directly with us (each an "LOA Sub-Agent") (i) defrauds or attempts to defraud us or one of our affiliates or any applicant or insured of ours or of one of our affiliates, or (ii) demonstrates a pattern of activity intended (A) to induce an insured of ours or of one of our affiliates to cause the lapse, forfeiture, surrender, termination or replacement of an existing Policy, unless clearly in the insured's best interests, or (B) otherwise to damage the relationship between us and our insureds or between any of our affiliates and its insureds, then, in any such event, you shall take swift and appropriate action against such LOA Sub-Agent (including terminating your contract with such LOA Sub-Agent) promptly upon the discovery of such actions, and the commissions (whether or not vested) attributable to such LOA Sub-Agent shall revert to us.

Section 8. Termination –

(a) Either you or we may terminate this Agreement for any reason or for no reason upon at least thirty (30) days' prior written notice.

(b) We may terminate this Agreement for Cause immediately upon written notice. "Cause" means (i) that you have breached this Agreement and, if such breach is curable, you have not cured such breach within ten (10) business days after we have delivered to you written notice of the breach, or (ii) that you have defrauded, or have attempted to defraud, us or one of

our affiliates or any applicant or insured of ours or of one of our affiliates, or (iii) that you have used Agent Materials without our specific prior written consent.

(c) This Agreement shall automatically terminate (i) if you are a natural person, upon your death, or (ii) if you are an entity, if you dissolve under State law or if at any time you are not qualified to transact business in any State in which you are required to be qualified. If you are a natural person, upon your death we shall pay your Agent Compensation in accordance with this Agreement to the Person, if any, that you have designated in Exhibit B hereto or, if you have not made such designation, to your estate. You may change your designee by delivering to us an originally executed amended Exhibit B, which shall be effective upon our receipt and attachment to this Agreement; provided, however, that you may not amend Exhibit B more than once in any calendar quarter. You may not designate more than one Person at a time in Exhibit B.

(d) Notwithstanding anything in this Agreement to the contrary, if we terminate this Agreement for Cause, then you will forfeit to us all rights to Agent Compensation (whether or not vested) as of the date of the action or event constituting Cause.

(e) Notwithstanding anything in this Agreement to the contrary, if this Agreement is terminated other than for Cause but we later determine, in our reasonable discretion, that Cause existed at the time of termination, then you will forfeit to us all rights to Agent Compensation (whether or not vested) as of the date of the action or event constituting Cause.

(f) Notwithstanding anything in this Agreement to the contrary, if this Agreement is terminated other than for Cause and thereafter you or any of your LOA Sub-Agents (i) defrauds or attempts to defraud us or one of our affiliates or any applicant or insured of ours or of one of our affiliates, or (ii) demonstrates a pattern of activity intended (A) to induce an insured of ours or of one of our affiliates to cause the lapse, forfeiture, surrender, termination or replacement of an existing Policy, unless clearly in the insured's best interests, or (B) otherwise to damage the relationship between us and our insureds or between any of our affiliates and its insureds, then, in any such event described in clauses (i) or (ii) of this Section 8(f), you shall forfeit to us all rights to Agent Compensation (whether or not vested) effective as of the date of such event; provided, however, that, if such event is solely attributable to the actions of an LOA Sub-Agent of yours, and if you have taken swift and appropriate action against such LOA Sub-Agent (including terminating your contract with such LOA Sub-Agent), then you shall forfeit to us only those commissions (whether or not vested) attributable to such LOA Sub-Agent.

(g) Your forfeiture of Agent Compensation is not an exclusive remedy and shall not limit our right to pursue any other remedies that may be available to us.

Section 9. Indebtedness –

(a) You must pay us in cash on demand all amounts that (i) you or your sub-agents collect on our behalf; (ii) are due to us because we paid Agent Compensation on premiums that thereafter we adjusted, returned or refunded or the payment of which was dishonored; (iii) are paid to you or to your sub-agents that are not due to you or them; (iv) constitute any form of debit balances of you or of your sub-agents (including amounts paid to regulatory authorities with respect to appointments, licenses or terminations and amounts, if any, paid as advances on Agent Compensation) due to us or to any of our affiliates; or (v) otherwise constitute indebtedness of you or of your sub-agents to us or to any of our affiliates (all of the above, together with our costs of collection and the costs of collection of any of our affiliates, "Agent Indebtedness").

(b) Upon our request, you agree to execute and deliver to us, without additional consideration, one or more promissory notes to evidence the Agent Indebtedness.

(c) No description or characterization in this Agreement of funds as “indebtedness” is intended, or shall be construed, to impair any claim that we may have that you or any of your sub-agents hold any funds as a fiduciary in trust, or that such funds are subject to a constructive trust, for our exclusive use and benefit.

(d) If you have paid any debit balance of a sub-agent of yours that we have terminated, you shall be entitled to the renewal commissions that such sub-agent otherwise would have been entitled to receive until such time as you have recouped the amount of your payment.

Section 10. Grants of Right of Offset and Security Interest –

(a) Without limiting any other rights that we may have, until all amounts that you may owe us pursuant to this Agreement (including (I) Agent Compensation that has been paid to you but to which you are not entitled pursuant to Section 8(e), (II) Agent Indebtedness, and (III) amounts that you may owe us pursuant to Section 17) have been paid in full, such amounts (i) shall be subject to a right of recoupment or offset by us against all due and to-become-due Agent Compensation and against all commissions and other compensation due and to become due to you from any of our affiliates, (ii) shall be secured by a first priority security interest on all due and to-become-due Agent Compensation (and all proceeds thereof) and against all commissions and other compensation due and to become due to you from any of our affiliates (and on all proceeds thereof) (collectively, “Collateral”), which first priority security interest you hereby grant to us, and (iii) shall accrue interest from the due date at a monthly rate equal to the lesser of one percent (1%) or the highest lawful rate.

(b) You authorize us to file financing statements to evidence and perfect our security interest in the Collateral. You agree to execute and deliver to us, without additional consideration, such agreements and documents as we may request to evidence or perfect our security interest in the Collateral.

(c) You represent and warrant to us that you have granted no security interest in any Collateral to any Person other than us.

(d) You shall not grant a security interest in any Collateral that is not expressly subordinated to our first priority security interest.

Section 11. Liability Insurance – You shall maintain at all times professional liability insurance and errors and omissions insurance that we reasonably deem acceptable. You shall provide us with satisfactory written evidence of such professional liability insurance at the time of your application to us for appointment, and you shall provide us with satisfactory written evidence of such errors and omissions insurance upon our request.

Section 12. Ownership and Use of Materials –

(a) “Advertising materials” includes any of the following that are designed to promote the Policies or TLIC, or that you or your sub-agents use in connection with the solicitation of applications for Policies: (i) printed and published material, audiovisual material, or descriptive literature used in direct mail, electronic mail, newspapers, newsletters, magazines, circulars, business or trade publications, radio and television scripts, billboards and similar communications or on the internet; (ii) descriptive literature, presentations, materials and sales aids of any kind (including circulars, leaflets, booklets, illustrations, computer proposals and form letters, lead generating devices and agent training and recruiting pieces); (iii) any material

(including letterhead or business cards) containing the name, initials, symbols or logo of TLIC, our parent company or any of its or our affiliates; and (iv) advertising material that is subject to State regulation or that falls within Insurance Marketing Standards Association specifications or the National Association of Insurance Commissioners Advertising Guidelines.

(b) All materials (including advertising materials) that we develop and provide to you (“TLIC Materials”) are our sole and exclusive property. You and your sub-agents may use TLIC Materials only to solicit applications for Policies in accordance with this Agreement. You and your sub-agents shall deliver all TLIC Materials to us promptly upon demand, and in any event upon the termination of this Agreement.

(c) You shall not use any materials (including advertising materials) that are not TLIC Materials in connection with the solicitation of applications for Policies (“Agent Materials”) without our specific prior written consent.

Section 13. Confidentiality Generally –

(a) Except to the extent directly required to perform your services under this Agreement, you shall hold in strictest confidence and not disclose to any Person or use, at any time, whether during or after the termination of this Agreement, any information that we disclose or make available to you that is confidential or proprietary (“Information”). Without limiting your obligations under the previous sentence, you shall apply at least the same standard of care to protect the confidentiality of the Information as you use to protect your own confidential information. Upon termination of this Agreement, you shall return or destroy all Information without retaining any copies and shall provide us with your written and signed certification to that effect. All Information is our sole and exclusive property.

(b) If you are requested to disclose Information pursuant to a subpoena or order from a governmental authority (including any department of insurance), you shall (i) notify us as promptly as possible, and in any event prior to responding thereto, of the terms of and circumstances relating to such request, (ii) consult with us on the advisability of attempting to resist or narrow such request, and (iii) if disclosure of Information is required, furnish only such Information as our counsel advises us you are legally obligated to disclose and cooperate with us to obtain assurance that the disclosed Information will be held in confidence. You also shall comply with our privacy and security rules that we have provided to you in writing.

Section 14. Compliance with GLBA – You shall comply with the privacy requirements of the Gramm-Leach-Bliley Act and its rules and regulations (as any of the same may be amended or superseded from time to time, “GLBA”). Compliance with GLBA includes the following:

(i) You may use or disclose Nonpublic Personal Financial Information only to perform your services under this Agreement, as specifically provided in Section 16(c) below, or as required by law. “Nonpublic Personal Financial Information” means personally identifiable financial information and includes any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any nonpublic personal information; provided, however, that the above definition shall be superseded and replaced to the extent that the definition of Nonpublic Personal Financial Information under Title V of Public Law 106-102, Section 509, subsection (4), as the same may be amended or superseded from time to time, differs from this definition.

(ii) You shall maintain appropriate administrative, physical and technical

safeguards to prevent prohibited uses or disclosures of Nonpublic Personal Financial Information.

(iii) You shall require that your sub-agents, directors, officers, and employees who have access to Nonpublic Personal Financial Information agree in writing to the same restrictions and conditions that apply to you.

Section 15. Compliance with HIPAA – You shall comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 and its rules and regulations (as any of the same may be amended or superseded from time to time, “HIPAA”). Compliance with HIPAA includes the following:

(i) You may use or disclose Protected Health Information only to perform your services under this Agreement, for the proper management and administration of your business (other than for cross-marketing and/or cross-selling of other policies or products, which are prohibited except to the extent specifically provided in Section 16(c) below), to carry out your legal responsibilities, or otherwise as required by law. “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. §164.501 (as the same may be amended or superseded from time to time), limited to information that you create or that you receive from us or on our behalf, and includes information that relates to the past, present, or future physical or mental health or condition of a Policyholder, to the provision of health care to a Policyholder, or to the past, present, or future payment for the provision of health care to a Policyholder, and that identifies the Policyholder or for which there is a reasonable basis to believe that the information can be used to identify the Policyholder, in each case regardless of whether the Policyholder is living or deceased. By way of illustration only, the following information shall constitute Protected Health Information with respect to a Policyholder: (A) name, (B) street address, city, county, precinct, and zip code, (C) dates directly related to the Policyholder, including birth date, admission date, discharge date, and date of death, (D) telephone numbers, fax numbers, and electronic mail addresses, (E) social security number, (F) medical record numbers, (G) health plan beneficiary numbers, (H) account numbers, (I) certificate/license numbers, (J) vehicle identifiers and serial numbers, including license plate numbers, and (K) any other unique identifying numbers, characteristics, or codes.

(ii) You may not use or disclose Protected Health Information in any manner that would constitute a violation of 45 C.F.R. Parts 160 and 164 if we used or disclosed the information in the same manner.

(iii) You shall comply with our request to accommodate a Policyholder’s access to his or her Protected Health Information.

(iv) You shall comply with our request to amend Protected Health Information.

(v) You shall keep a written record of disclosures of Protected Health Information that must be provided in an accounting under HIPAA to an individual to whom the Protected Health Information relates (“Disclosures”). You shall comply with any request that we make to provide us with information pertaining to such Disclosures in such format as we reasonably may request. Such provided information shall include at least the following: (A) the date of disclosure, (B) the name of the Person that received the Protected Health Information and, if known, the address of such Person, (C) a brief

description of the disclosed Protected Health Information, (D) a brief statement regarding the purpose and explanation of the basis for such disclosure, and (E) the names of all Policyholders whose Protected Health Information was disclosed.

(vi) You shall make your internal practices, books, and records relating to uses and disclosures of Protected Health Information available to us (or to our designee) and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), or to the Secretary's designee, for the purpose of confirming your compliance and/or our compliance with 45 C.F.R. Parts 160 and 164.

(vii) Upon termination of this Agreement, if feasible, you shall return or destroy all Protected Health Information without retaining any copies and shall provide us with your written and signed certification to that effect. If such return or destruction is not feasible, you shall limit all further uses and disclosures to those purposes that make such return or destruction of the Protected Health Information not feasible.

(viii) You shall maintain appropriate administrative, physical and technical safeguards to prevent prohibited uses or disclosures, and to protect the integrity and availability, of Protected Health Information.

(ix) You shall require that your sub-agents, directors, officers, and employees who have access to Protected Health Information agree to the same restrictions and conditions that apply to you.

Section 16. Additional Provisions Relating to Confidentiality Generally, GLBA, and

HIPAA –

(a) In response to an unsolicited direct Policyholder inquiry, you may disclose Nonpublic Personal Financial Information and Protected Health Information directly to, and may discuss such information directly with, the Policyholder to whom such information pertains, provided that such disclosure would not violate HIPAA if we made it.

(b) We acknowledge that you may have relationships with affinity groups and associations and that, as a result, you may receive information ("Group Member Information") relating to their members (each a "Group Member") that constitutes Nonpublic Personal Financial Information and/or Protected Health Information. You and we agree that a Group Member's Group Member Information shall constitute Nonpublic Personal Financial Information and/or Protected Health Information only from and after the time that a Group Member applies for a Policy.

(c) You may use Information, Nonpublic Personal Financial Information and/or Protected Health Information for cross-marketing and/or cross-selling of other policies or products to the extent, but only to the extent, that the Policyholder to whom such information pertains has authorized you specifically in a writing that complies with HIPAA to do so.

(d) Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with GLBA and HIPAA.

(e) You shall notify us in writing immediately upon becoming aware of a violation of Sections 13, 14 or 15 of this Agreement, or of the occurrence of a "security incident," as defined in 45 C.F.R. §164.304.

(f) We can amend Sections 14 or 15 of this Agreement without your consent to reflect (i) future amendments of GLBA or HIPAA, or (ii) court orders interpreting the application of GLBA or HIPAA, or (iii) a material change in our business practices, but any such amendment shall be enforceable against you only after we have notified you.

Section 17. Indemnification – You agree unconditionally to indemnify, defend and hold harmless in full TLIC and each of its directors, officers, affiliates, stockholders, employees, agents and representatives (each, including TLIC, a “TLIC Party”) from and against any and all liabilities, obligations, claims, causes of action, regulatory proceedings and investigations, debts, damages (including punitive, special, incidental, indirect or consequential damages), losses, penalties, fines, costs and expenses (including attorneys’ fees, court costs, settlement costs and costs of investigation), that such TLIC Party incurs, directly or indirectly, to the extent arising from, relating to or based upon (i) the breach of any of your representations, warranties or covenants in this Agreement, or (ii) your negligence or willful misconduct, or (iii) the negligence or willful misconduct of your employees, sub-agents (including your LOA Sub-Agents but excluding your sub-agents who have Agent’s Agreements directly with us) or representatives, or (iv) enforcement of the indemnification rights under this Section.

Section 18. Alternative Dispute Resolution – Any dispute, controversy or claim (each a “Dispute”) arising out of or relating to this Agreement or to the transactions contemplated hereby, regardless of the legal theory on which such Dispute is based, shall be settled by arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court of competent jurisdiction. Each party shall choose one AAA-approved arbitrator, and those two arbitrators shall choose a third AAA-approved arbitrator (the arbitrators thus chosen, collectively, the “Arbitrators”). The decision of at least two of the three Arbitrators shall constitute the decision of the Arbitrators. The arbitration shall be held in Dallas, Texas. The parties agree that this Agreement and the transactions contemplated hereby will have a material connection to interstate commerce and intend that the Federal Arbitration Act apply hereto. Notwithstanding anything in this Agreement to the contrary, a party shall be entitled only to its direct, actual damages, and the Arbitrators shall not have the power to award any punitive, special, consequential or indirect damages. The Arbitrators shall have the exclusive power and authority to determine whether any given Dispute arises out of or relates to this Agreement or to the transactions contemplated hereby and, therefore, to determine whether such Dispute is subject to arbitration in accordance with this Section, and a party shall have no right to refuse to appoint an Arbitrator pursuant to this Section on the basis that a given Dispute does not arise out of or relate to this Agreement and, therefore, is not subject to arbitration in accordance with this Section.

Section 19. Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (other than any such laws that would result in the application of the laws of any jurisdiction other than the State of Iowa).

Section 20. Notices – All communications under this Agreement must be in writing and shall be delivered (i) by USPS first class mail, (ii) by overnight delivery service, or (iii) if the receiving party is a natural person, in person, and if the receiving party is an entity, in person to one of its executive officers. All such communications shall be mailed, sent or delivered as follows:

If to us:

TRANSAMERICA LIFE INSURANCE COMPANY
- Long Term Care Division
1900 L. Don Dodson Rd.
Bedford TX 76021

Attention: Vice President and Division General Counsel;

If to you, to the address set forth on the signature page to this Agreement.

Section 21. Notice of Certain Matters – You shall notify us in writing immediately upon your receipt of any summons or other notice of suit or regulatory authority inquiry with respect to any of the transactions contemplated by this Agreement and shall include with such notice a copy of the documents received.

Section 22. Severability – If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other Person or circumstance shall not be affected thereby.

Section 23. Amendments and Waivers – This Agreement may be amended only in writing. No failure or delay in exercising any right under this Agreement shall constitute a waiver thereof. No waiver of any right under this Agreement shall be construed as a further or continuing waiver of such right or as a waiver of any other right.

Section 24. Survival of Representations, Warranties and Covenants – The respective representations, warranties and covenants of the parties shall continue in full force and effect until this Agreement terminates in accordance with its terms; provided, however, that (i) no such termination shall relieve a party of liability for its breach of any representation or warranty, or for its failure to comply with any covenant, prior to such termination, (ii) the provisions of Sections 10 and 13 through 18 of this Agreement shall never terminate, and (iii) any other provisions of this Agreement (including Section 9) the effectiveness of which requires that they survive termination of this Agreement shall survive termination of this Agreement.

Section 25. Assignment; Successors and Assigns – You may not assign any of your rights or obligations under this Agreement without our specific prior written consent given by an executive officer, and any such purported assignment shall be void. We may assign any of our rights or obligations under this Agreement upon notice to you without your consent. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns.

Section 26. Third Party Beneficiaries – Each TLIC Party (but no other Person) shall be a third party beneficiary of this Agreement.

Section 27. Counterparts – This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Signatures exchanged by facsimile or electronically in pdf format shall be deemed to constitute original, manually executed signatures and shall be fully binding.

Section 28. Entire Agreement – This Agreement (including all exhibits and schedules hereto) contains the entire agreement between TLIC and Agent as to matters set forth herein and supersedes any prior or contemporaneous understandings or agreements with respect to such matters. In the event of any conflict between the main text of this Agreement and its exhibits or schedules, the main text of this Agreement shall control.

Section 29. Certain Terms – As used in this Agreement, (i) “including” means “including but not limited to,” (ii) “include(s)” means “include(s) without limitation,” and (iii) “any” means “any and all.”

[Signature page follows]

LICENSED-ONLY AGENT APPOINTMENT AGREEMENT

(For Agents of _____)

THIS LICENSED-ONLY AGENT APPOINTMENT AGREEMENT (“Agreement”) is entered into as of _____, 20__, between the Long Term Care Division of TRANSAMERICA LIFE INSURANCE COMPANY, an Iowa corporation (“TLIC” or “we”), and the undersigned LICENSED-ONLY AGENT (“LOA” or “you”).

WHEREAS, the undersigned managing agent (“Managing Agent”), has recommended that TLIC appoint LOA as a licensed-only agent of TLIC to solicit applications for long term care insurance policies and certificates issued by us or by our affiliates (each a “Policy”) and, based on such recommendation, TLIC is willing so to appoint LOA in accordance with the terms and conditions of this Agreement;

WHEREAS, TLIC and Managing Agent are parties to a Managing Agent’s Agreement, a General Agent’s Agreement or an Agent’s Agreement, as applicable, pursuant to which, among other things, TLIC pays commissions and other compensation to Managing Agent in consideration of Managing Agent’s solicitation, individually and through agents such as LOA, of Policies (the “TLIC Agent Agreement”); and

WHEREAS, LOA and Managing Agent are parties to an agreement, pursuant to which, among other things, Managing Agent pays commissions and other compensation to LOA in consideration of LOA’s solicitation of Policies (your “Agent Contract”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein we and you agree as follows:

Section 1. Appointment and Designation – We hereby appoint you on a non-exclusive basis as a licensed-only agent to solicit applications for Policies in accordance with this Agreement. Such appointment is non-exclusive in all respects; without limiting the generality of the foregoing, you have no exclusive rights to territory, market or products.

Section 2. Relationship – You will be our independent contractor, and nothing in this Agreement shall (i) cause you or your employees to be deemed our employees for any purpose or (ii) create a partnership or joint venture relationship between you and us.

Section 3. TLIC Rules – We may provide you with our written rules, policies and procedures that will apply to your activities under this Agreement, particularly with respect to professional ethical conduct, privacy rules, underwriting guidelines, acceptance of risks, and the sale, submission and delivery of Policies, including our privacy and security rules and our policies and procedures known as the “Long Term Care Division Professional Conduct Principles and Policies” (collectively, the “TLIC Rules”). Although the TLIC Rules are not intended to restrict your freedom of action, you must use best efforts to comply with them and you must also act in a manner that will not harm the business, goodwill or reputation of TLIC or its affiliates.

Section 4. Your Authority and General Responsibilities –

(a) You shall solicit applications for Policies as we may require, and shall forward properly completed applications to us promptly for consideration.

(b) You shall receive in trust on our behalf the initial premium and any related policy fees at the time of application and/or additional first year premium when a Policy is delivered and promptly submit the entire amount to us.

(c) You shall deliver each Policy to the insured promptly (but in any event within fifteen (15) days) after you receive it. Your placement of a policy, accurately addressed and with sufficient postage, in USPS first class mail, shall constitute delivery unless we require the return of a written delivery receipt, in which case your return of such receipt also shall be necessary to constitute delivery.

(d) You shall effectively communicate the TLIC Rules to your employees.

(e) You shall comply with all applicable laws, rules, regulations, orders and directives of governmental authorities (collectively, "Laws"), including all State producer disclosure compensation Laws.

(f) You shall maintain at all times (at your expense except where prohibited by law) all State and territorial licenses necessary to fulfill your obligations under this Agreement. Notwithstanding anything in this Agreement to the contrary, we will not accept Policy applications from, or pay any form of commissions on any business produced by, unlicensed agents.

(g) In the solicitation of applications for Policies, you (i) shall use only TLIC Materials and any LOA Materials (as such terms are defined in Section 11 below) that we have approved in writing in advance (collectively, "Approved Materials"); (ii) shall stop using Approved Materials immediately upon receiving written notice from us to do so; and (iii) shall revise Approved Materials as we may direct in writing as promptly as possible.

Section 5. Limitations on Your Authority –

(a) You have only the authority that this Agreement specifically grants to you. Without limiting the generality of the foregoing, we specifically deny you any authority to, or purportedly to commit us to, (i) waive or modify any term of any Policy; (ii) approve evidence of insurability or bind or commit us on any risk; (iii) receive any premiums except initial premiums and/or additional first year premiums when a Policy is delivered; (iv) extend the time for any premium payment; (v) reinstate any Policy; (vi) adjust or settle any claim with respect to any Policy; (vii) except where specifically permitted by law, solicit any application for insurance in any jurisdiction in which you are not duly licensed, appointed and contracted; (viii) make any representation with respect to any Policy that is inconsistent with such Policy; (ix) compare a proposed Policy with any existing coverage (whether or not issued by us or by any of our affiliates) in a misleading or incomplete manner; (x) represent us or any of our affiliates in any legal proceeding; (xi) roll, churn, or twist business placed with us or with any affiliate of ours, including inducing or attempting to induce any insured of ours or of any affiliate of ours to cause the lapse, forfeiture, surrender, termination or replacement of such insured's existing Policy unless clearly in the insured's best interests, or otherwise damage the relationship between us and our insureds or between any of our affiliates and its insureds; (xii) provide or offer to provide any inducement to an applicant or insured not specified in the applicable Policy; (xiii) cash, endorse, or negotiate any check, money order, or draft made payable to us or to our affiliates, or wrongfully withhold any funds owed or belonging to us or to any of our affiliates; or (xiv) receive cash in payment of any premium or otherwise.

(b) You shall not (i) misrepresent the nature of your relationship with us; or (ii) perform any of your duties under this Agreement through sub-agents, whether or not such sub-agents are contracted directly with us.

Section 6. Reservation of Rights – We specifically reserve the right, without limitation and without liability to you, to (i) stop doing business; (ii) change or discontinue any marketing concept or underwriting program; (iii) amend, discontinue, or stop selling any Policy;

(iv) change any Policy premium rate; (v) determine Policy limitations; (vi) change the conditions or terms under which any Policy is offered; (vii) amend the TLIC Rules; (viii) reject any application for a Policy, or refund any premium and/or fee, without specifying the reason; and (ix) cancel or rescind any Policy for fraud or misrepresentation.

Section 7. No Compensation from TLIC – You acknowledge and agree (i) that you are not entitled to any commissions or other compensation whatsoever from TLIC in consideration of your performance of this Agreement, (ii) that you shall be entitled solely to such commissions and other compensation as Managing Agent determines and as governed by the terms and conditions of your Agent Contract, (iii) that the commissions and other compensation that TLIC pays to Managing Agent pursuant to the terms and conditions of the TLIC Agent Agreement include all consideration for your performance of this Agreement, (iv) that you are not a third-party beneficiary of the TLIC Agent Agreement, and (v) that you must look to Managing Agent, and not to TLIC, for any amounts to which you may be entitled.

Section 8. Termination –

(a) Either you or we may terminate this Agreement for any reason or for no reason upon at least thirty (30) days' prior written notice.

(b) We may terminate this Agreement for Cause immediately upon written notice. "Cause" means (i) that you have breached this Agreement and, if such breach is curable, you have not cured such breach within ten (10) business days after we have delivered to you written notice of the breach, or (ii) that you have defrauded, or have attempted to defraud, us or one of our affiliates or any applicant or insured of ours or of one of our affiliates, or (iii) that you have used LOA Materials without our specific prior written consent.

(c) This Agreement shall automatically terminate (i) if you are a natural person, upon your death, or (ii) if you are an entity, if you dissolve under State law or if at any time you are not qualified to transact business in any State in which you are required to be qualified.

Section 9. Indebtedness –

(a) You must pay us in cash on demand all amounts that (i) you collect on our behalf; (ii) are paid to you that are not due to you; or (iii) otherwise constitute your indebtedness to us or to any of our affiliates (all of the above, together with our costs of collection and the costs of collection of any of our affiliates, "LOA Indebtedness").

(b) Without limiting any other rights that we may have, until all LOA Indebtedness has been paid in full, LOA Indebtedness shall accrue interest from the due date at a monthly rate equal to the lesser of one percent (1%) or the highest lawful rate.

(c) Upon our request, you agree to execute and deliver to us, without additional consideration, one or more promissory notes to evidence the LOA Indebtedness.

(d) No description or characterization in this Agreement of funds as "indebtedness" is intended, or shall be construed, to impair any claim that we may have that you hold any funds as a fiduciary in trust, or that such funds are subject to a constructive trust, for our exclusive use and benefit.

Section 10. Liability Insurance – You shall maintain at all times professional liability insurance and errors and omissions insurance that we deem acceptable. You shall provide us with satisfactory written evidence of such professional liability insurance at the time of your application to us for appointment, and you shall provide us with satisfactory written evidence of such errors and omissions insurance upon our request.

Section 11. Ownership and Use of Materials –

(a) “Advertising materials” includes any of the following that are designed to promote the Policies or TLIC, or that you use in connection with the solicitation of applications for Policies: (i) printed and published material, audiovisual material, or descriptive literature used in direct mail, electronic mail, newspapers, newsletters, magazines, circulars, business or trade publications, radio and television scripts, billboards and similar communications or on the internet; (ii) descriptive literature, presentations, materials and sales aids of any kind (including circulars, leaflets, booklets, illustrations, computer proposals and form letters, lead generating devices and agent training and recruiting pieces); (iii) any material (including letterhead or business cards) containing the name, initials, symbols or logo of TLIC, our parent company or any of its or our affiliates; and (iv) advertising material that is subject to State regulation or that falls within Insurance Marketing Standards Association specifications or the National Association of Insurance Commissioners Advertising Guidelines.

(b) All materials (including advertising materials) that we develop and provide to you (“TLIC Materials”) are our sole and exclusive property. You may use TLIC Materials only to solicit applications for Policies in accordance with this Agreement. You shall deliver all TLIC Materials to us promptly upon demand, and in any event upon the termination of this Agreement.

(c) You shall not use any materials (including advertising materials) that are not TLIC Materials in connection with the solicitation of applications for Policies (“LOA Materials”) without our specific prior written consent.

Section 12. Confidentiality Generally –

(a) Except to the extent directly required to perform your services under this Agreement, you shall hold in strictest confidence and not disclose to any Person (as defined below) or use, at any time, whether during or after the termination of this Agreement, any information that we disclose or make available to you that is confidential or proprietary (“Information”). Without limiting your obligations under the previous sentence, you shall apply at least the same standard of care to protect the confidentiality of the Information as you use to protect your own confidential information. Upon termination of this Agreement, you shall return or destroy all Information without retaining any copies and shall provide us with your written and signed certification to that effect. All Information is our sole and exclusive property. “Person” includes any natural person, corporation, limited liability company, general partnership, limited partnership, unincorporated association, trust, governmental authority, or any other form of entity.

(b) If you are requested to disclose Information pursuant to a subpoena or order from a governmental authority (including any department of insurance), you shall (i) notify us as promptly as possible, and in any event prior to responding thereto, of the terms of and circumstances relating to such request, (ii) consult with us on the advisability of attempting to resist or narrow such request, and (iii) if disclosure of Information is required, furnish only such Information as our counsel advises us you are legally obligated to disclose and cooperate with us to obtain assurance that the disclosed Information will be held in confidence. You also shall comply with our privacy and security rules that we have provided to you in writing.

Section 13. Compliance with GLBA –You shall comply with the privacy requirements of the Gramm-Leach-Bliley Act and its rules and regulations (as any of the same may be amended or superseded from time to time, “GLBA”). Compliance with GLBA shall include without limitation the following:

(i) You may use or disclose Nonpublic Personal Financial Information only to perform your services under this Agreement, as specifically provided in Section 15(c) below, or

as required by law. “Nonpublic Personal Financial Information” means personally identifiable financial information and includes any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any nonpublic personal information; provided, however, that the above definition shall be superseded and replaced to the extent that the definition of Nonpublic Personal Financial Information under Title V of Public Law 106-102, Section 509, subsection (4), as the same may be amended or superseded from time to time, differs from this definition.

(ii) You shall maintain appropriate administrative, physical and technical safeguards to prevent prohibited uses or disclosures of Nonpublic Personal Financial Information.

(iii) You shall require that your directors, officers, and employees who have access to Nonpublic Personal Financial Information agree in writing to the same restrictions and conditions that apply to you.

Section 14. Compliance with HIPAA – You shall comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 and its rules and regulations (as any of the same may be amended or superseded from time to time, “HIPAA”). Compliance with HIPAA includes the following:

(i) You may use or disclose Protected Health Information only to perform your services under this Agreement, for the proper management and administration of your business (other than for cross-marketing and/or cross-selling of other policies or products, which are prohibited except to the extent specifically provided in Section 15(c) below), to carry out your legal responsibilities, or otherwise as required by law. “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. §164.501 (as the same may be amended or superseded from time to time), limited to information that you create or that you receive from us or on our behalf, and includes information that relates to the past, present, or future physical or mental health or condition of a Policyholder, to the provision of health care to a Policyholder, or to the past, present, or future payment for the provision of health care to a Policyholder, and that identifies the Policyholder or for which there is a reasonable basis to believe that the information can be used to identify the Policyholder, in each case regardless of whether the Policyholder is living or deceased. By way of illustration only, the following information shall constitute Protected Health Information with respect to a Policyholder: (A) name, (B) street address, city, county, precinct, and zip code, (C) dates directly related to the Policyholder, including birth date, admission date, discharge date, and date of death, (D) telephone numbers, fax numbers, and electronic mail addresses, (E) social security number, (F) medical record numbers, (G) health plan beneficiary numbers, (H) account numbers, (I) certificate/license numbers, (J) vehicle identifiers and serial numbers, including license plate numbers, and (K) any other unique identifying numbers, characteristics, or codes.

(ii) You may not use or disclose Protected Health Information in any manner that would constitute a violation of 45 C.F.R. Parts 160 and 164 if we used or disclosed the information in the same manner.

(iii) You shall comply with our request to accommodate a Policyholder’s access to his or her Protected Health Information.

(iv) You shall comply with our request to amend Protected Health Information.

(v) You shall keep a written record of disclosures of Protected Health Information that must be provided in an accounting under HIPAA to an individual to whom the Protected Health Information relates (“Disclosures”). You shall comply with any request that we make to provide us with information pertaining to such Disclosures in such format as we reasonably may

request. Such provided information shall include at least the following: (A) the date of disclosure, (B) the name of the Person that received the Protected Health Information and, if known, the address of such Person, (C) a brief description of the disclosed Protected Health Information, (D) a brief statement regarding the purpose and explanation of the basis for such disclosure, and (E) the names of all Policyholders whose Protected Health Information was disclosed.

(vi) You shall make your internal practices, books, and records relating to uses and disclosures of Protected Health Information available to us (or to our designee) and to the Secretary of the U.S. Department of Health and Human Services (the “Secretary”), or to the Secretary’s designee, for the purpose of confirming your compliance and/or our compliance with 45 C.F.R. Parts 160 and 164.

(vii) Upon termination of this Agreement, if feasible, you shall return or destroy all Protected Health Information without retaining any copies and shall provide us with your written and signed certification to that effect. If such return or destruction is not feasible, you shall limit all further uses and disclosures to those purposes that make such return or destruction of the Protected Health Information not feasible.

(viii) You shall maintain appropriate administrative, physical and technical safeguards to prevent prohibited uses or disclosures, and to protect the integrity and availability, of Protected Health Information.

(ix) You shall require that your directors, officers, and employees who have access to Protected Health Information agree to the same restrictions and conditions that apply to you.

Section 15. Additional Provisions Relating to Confidentiality Generally, GLBA, and HIPAA –

(a) In response to an unsolicited direct Policyholder inquiry, you may disclose Nonpublic Personal Financial Information and Protected Health Information directly to, and may discuss such information directly with, the Policyholder to whom such information pertains, provided that such disclosure would not violate HIPAA if we made it.

(b) We acknowledge that you may have relationships with affinity groups and associations and that, as a result, you may receive information (“Group Member Information”) relating to their members (each a “Group Member”) that constitutes Nonpublic Personal Financial Information and/or Protected Health Information. You and we agree that a Group Member’s Group Member Information shall constitute Nonpublic Personal Financial Information and/or Protected Health Information only from and after the time that a Group Member applies for a Policy.

(c) You may use Information, Nonpublic Personal Financial Information and/or Protected Health Information for cross-marketing and/or cross-selling of other policies or products to the extent, but only to the extent, that the Policyholder to whom such information pertains has authorized you specifically in a writing that complies with HIPAA to do so.

(d) Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with GLBA and HIPAA.

(e) You shall notify us in writing immediately upon becoming aware of a violation of Sections 12, 13 or 14 of this Agreement, or of the occurrence of a “security incident,” as defined in 45 C.F.R. §164.304.

(f) We can amend Sections 13 or 14 of this Agreement without your consent to reflect (i) future amendments of GLBA or HIPAA, or (ii) court orders interpreting the

application of GLBA or HIPAA, or (iii) a material change in our business practices, but any such amendment shall be enforceable against you only after we have notified you.

Section 16. Indemnification – You agree unconditionally to indemnify, defend and hold harmless in full TLIC and each of its directors, officers, affiliates, stockholders, employees, agents and representatives (each, including TLIC, a “TLIC Party”) from and against any and all liabilities, obligations, claims, causes of action, regulatory proceedings and investigations, debts, damages (including punitive, special, incidental, indirect or consequential damages), losses, penalties, fines, costs and expenses (including attorneys’ fees, court costs, settlement costs and costs of investigation), that such TLIC Party incurs, directly or indirectly, to the extent arising from, relating to or based upon (i) the breach of any of your representations, warranties or covenants in this Agreement or (ii) your negligence or willful misconduct, or (iii) the negligence or willful misconduct of your employees or representatives, or (iv) enforcement of the indemnification rights under this Section.

Section 17. Alternative Dispute Resolution – Any dispute, controversy or claim (each a “Dispute”) arising out of or relating to this Agreement or to the transactions contemplated hereby, regardless of the legal theory on which such Dispute is based, shall be settled by arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court of competent jurisdiction. Each party shall choose one AAA-approved arbitrator, and those two arbitrators shall choose a third AAA-approved arbitrator (the arbitrators thus chosen, collectively, the “Arbitrators”). The decision of at least two of the three Arbitrators shall constitute the decision of the Arbitrators. The arbitration shall be held in Dallas, Texas. The parties agree that this Agreement and the transactions contemplated hereby will have a material connection to interstate commerce and intend that the Federal Arbitration Act apply hereto. Notwithstanding anything in this Agreement to the contrary, a party shall be entitled only to its direct, actual damages, and the Arbitrators shall not have the power to award any punitive, special, consequential or indirect damages. The Arbitrators shall have the exclusive power and authority to determine whether any given Dispute arises out of or relates to this Agreement or to the transactions contemplated hereby and, therefore, to determine whether such Dispute is subject to arbitration in accordance with this Section, and a party shall have no right to refuse to appoint an Arbitrator pursuant to this Section on the basis that a given Dispute does not arise out of or relate to this Agreement and, therefore, is not subject to arbitration in accordance with this Section.

Section 18. Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (other than any such laws that would result in the application of the laws of any jurisdiction other than the State of Iowa).

Section 19. Notices – All communications regarding this Agreement must be in writing and shall be delivered (i) by USPS first class mail, (ii) by overnight delivery service, or (iii) if the receiving party is a natural person, in person, and if the receiving party is an entity, in person to one of its executive officers

If to us:

Transamerica Life Insurance Company
Long Term Care Division
1900 L. Don Dodson Drive

Bedford, TX 76021
Attention: Vice President and Division General Counsel

If to you: to the address set forth on the signature page to this Agreement.

Section 20. Notice of Certain Matters – You shall notify us in writing immediately upon receipt of any summons or other notice of suit or regulatory authority inquiry with respect to any of the transactions contemplated by this Agreement and shall include with such notice a copy of the documents received.

Section 21. Severability – If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other Person or circumstance shall not be affected thereby.

Section 22. Amendments and Waivers – This Agreement may be amended only in writing. No failure or delay in exercising any right under this Agreement shall constitute a waiver thereof. No waiver of any right under this Agreement shall be construed as a further or continuing waiver of such right or as a waiver of any other right.

Section 23. Survival of Representations, Warranties and Covenants – The respective representations, warranties and covenants of the parties shall continue in full force and effect until this Agreement terminates in accordance with its terms; provided, however, that (i) no such termination shall relieve a party of liability for its breach of any representation or warranty, or for its failure to comply with any covenant, prior to such termination, (ii) the provisions of Sections 12 through 17 of this Agreement shall never terminate, and (iii) any other provisions of this Agreement (including Section 9) the effectiveness of which requires that they survive termination of this Agreement shall survive termination of this Agreement.

Section 24. Assignment; Successors and Assigns – You may not assign any of your rights or obligations under this Agreement without our specific prior written consent given by an executive officer, and any such purported assignment shall be void. We may assign any of our rights or obligations under this Agreement upon notice to you without your consent. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns.

Section 25. Third Party Beneficiaries – Each TLIC Party (but no other Person) shall be a third party beneficiary of this Agreement.

Section 26. Counterparts – This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Signatures exchanged by facsimile or electronically by pdf format shall be deemed to constitute original, manually executed signatures and shall be fully binding.

Section 27. Entire Agreement – This Agreement (including all exhibits and schedules hereto) contains the entire agreement between TLIC and LOA as to matters set forth herein and supersedes any prior or contemporaneous understandings or agreements with respect to such matters. In the event of any conflict between the main text of this Agreement and its exhibits or schedules, the main text of this Agreement shall control.

Section 28. Certain Terms – As used in this Agreement, (i) “including” means “including but not limited to,” (ii) “include(s)” means “include(s) without limitation,” and (iii) “any” means “any and all.”

IN WITNESS WHEREOF, the parties have entered into this Licensed-Only Agent Appointment Agreement as of the date first above written.

TRANSAMERICA LIFE INSURANCE COMPANY
- LONG TERM CARE DIVISION


By: _____
Carroll S. Golden, Senior VP Marketing and
Sales

LOA # Assigned: _____

MANAGING AGENT:

Brian Pearson

[insert legal name of Managing Agent]

By: 

[signature]

Printed Name: Brian Pearson

Title: Vice President/IHC Financial Group

Agent #: 211049

LICENSED-ONLY AGENT:

[insert legal name of LOA]

By: _____
[signature]

Printed
Name: _____

Title: _____

Address: _____

