



PRODUCER AGREEMENT

Signature Page

THIS AGREEMENT is made as of the ____ day of _____, 20____ between Connecticut General Life Insurance Company, CIGNA Dental Health, Inc. and its dental plan subsidiaries & CIGNA Health Corporation and its health plan subsidiaries named on the attached Exhibit A and CIGNA Insurance Services Company (hereinafter collectively called the "Company") and _____ (hereinafter called the "Producer") (collectively the "Parties"). If Producer is a legal entity (i.e.: corporation, partnership), this Agreement is applicable to, and the term "Producer" includes, its employed agents.

The Parties have caused this Agreement to be executed in their names either personally or through their duly authorized representatives, as appropriate. In signing this Agreement, Producer (or, if applicable, its authorized representative) acknowledges that he/she has read this Agreement, understands it, and has kept a copy of it.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This agreement may be executed by Producer by signing the signature page and faxing a copy of the signature page to Connecticut General, which faxed signature shall be deemed to be an original signature and shall constitute Producer's acceptance of all terms of the Agreement and any exhibits or attachments thereto.

Accepted:

Signature of Producer
(or its Authorized Representative)

Producer Name
(Print or type)

OR

Producer's Social Security Number
(Must represent the Producer signing this agreement)

Firm's Tax Identification Number

Producer's Business Address:

Street: _____

City: _____ State: _____ Zip: _____

Producer's E-Mail Address (Required): _____

Date Signed: Month: _____ Day: _____ Year: _____

The Company approves the Agreement and agrees to pay Compensation to the Producer, as applicable, subject to all the provisions herein.

Robert D. Picinich

Robert D. Picinich, Senior Vice President, Sales Effectiveness

Date



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WHEREAS, Company is, or will be, the issuer of Group Contracts (as defined below in Section A); and

WHEREAS, Company proposes to authorize Producer to solicit sales of the Company's Group Contracts;

NOW, THEREFORE, in consideration of the covenants and mutual promises herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. DEFINITIONS

1. Charges - Means premium and/or premium equivalents in the case of insurance policies or prepayment fees in the case of HMO health/dental service agreements or administrative service fees in the case of Administrative Services Only (ASO) agreements.
2. Compensation - Means commissions and/or service fees and any other compensation or consideration including non-monetary consideration that would be considered compensation under federal or state law that is based upon Charges and/or an employee or member-based census calculation, depending on the Group Contract sold by Producer.
3. Group Contract – Means any Company insurance policy, HMO health/dental group service agreement (GSA) or ASO agreement sold to a Group Customer by Producer.
4. Group Customer - Means the corporation, partnership, association, multiple employer trust (M.E.T.), union, or other legal entity to which a Group Contract has been sold.

B. AUTHORIZATIONS

1. Company hereby authorizes Producer to solicit sales of Group Contracts from prospective Group Customers although nothing in this Agreement shall create, or be construed to create, an exclusive authority to represent the Company or to effect sales of Group Contracts.
2. Producer hereby authorizes the Company to conduct an investigation relating to Producer's background and qualifications. Producer understands that such investigation may include contacting Producer's employer, verifying residence and reviewing criminal, credit, education and state insurance records.

C. REPRESENTATIONS

1. Producer and Company each represent to the other that it has full power and authority to enter into this Agreement.



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2. Producer represents to Company that Producer (and, if applicable, its employed agents) is licensed under state insurance or other laws to the extent required under this Agreement and shall be duly appointed to solicit, sell and/or negotiate benefits of Group Contracts by Company as required or appropriate under state insurance laws.
3. Producer represents that Producer (and, if applicable, its employed agents) has never been the subject of any arrest, warrant for arrest, indictment, charge of any kind, or conviction for any felony or any crime or offense involving fraudulent or dishonest practices, or breach of a fiduciary duty.
4. Producer represents to Company that Producer (and, if applicable, its employed agents), to the best of its knowledge, is not currently the subject of any disciplinary proceeding by any federal or state governmental authority which could result in a decision, determination or judgment adverse to Producer such that Producer's ability to perform its obligations under this Producer Agreement could be affected materially or could prevent Producer from doing business in the same manner as being done presently or as contemplated under this Agreement.
5. Producer acknowledges and agrees that Producer has a continuing obligation to notify Company in writing within seven (7) business days if any of the above-referenced representations change.

D. EXPRESS CONDITIONS

1. Producer (and, if applicable, its employed agents) will maintain in full force and effect any and all required licenses and secure any and all necessary appointments with the Company as required or appropriate under state insurance laws.
2. At all times that this Agreement is in force, Producer agrees to comply with state requirements relative to financial responsibility by maintaining either a bond or Errors & Omissions insurance as required by the state department of insurance. In the absence of any state requirement, Producer is required by the Company to maintain Errors & Omissions coverage in an amount that is not less than \$50,000 per claim / \$250,000 annual aggregate underwritten on a claim made basis. A copy of such policy or bond shall be furnished to Company upon request.

E. COMPLIANCE WITH FEDERAL AND STATE LAWS

1. Producer agrees to comply with all applicable state and federal laws, as well as the rules and regulations of the appropriate regulatory agencies.
2. Company shall be responsible for the payment of state insurance appointment fees and any renewals thereof as shall be necessary for Producer to sell or solicit the sale of Group Contracts.



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3. Producer shall be responsible for the payment of resident and non-resident state insurance license fees and any renewals thereof as shall be necessary for Producer to sell or solicit the sale of Group Contracts.
4. In the event that any state or federal regulatory authority determines, or Company reasonably determines, that the terms of this Agreement violate any state or federal law or regulation, this Agreement will be reformed to comply with that law or regulation.

F. DUTIES OF THE PRODUCER

1. Producer shall be responsible for offering Group Contracts for sale in accordance with the terms of this Agreement.
2. All applications for Group Contracts shall be made on the appropriate application forms supplied by Company and Producer shall ensure the completeness and correctness of such application. Producer shall promptly forward to Company all applications found complete together with the full amount of the initial Charges received with the applications. Producer acknowledges that Company reserves the right to reject any application and return any payment in connection with an application which is rejected. Producer further agrees to inform every applicant that Company will rely upon said health representations in the underwriting process, and that the subsequent discovery of material facts known to applicant and either not disclosed or misrepresented may result in the rescission of any benefit contract or policy entered into by Company. Producer will also inform the applicant that in no event will the applicant have any coverage unless and until the application is reviewed and approved by the Company and a benefit contract or policy is issued.
3. Producer shall keep thorough, current and correct records and books of accounts transactions covered by this Agreement and shall preserve and hold all documents, correspondence and records that come into its possession or under its control relating to Group Contracts for a period not less than seven (7) years. All books of accounts, documents, correspondence and records of the Producer shall belong to the Producer but shall be opened to reasonable inspection by a duly authorized representative of the Company during normal business hours while this agreement is in effect or within seven (7) years after termination thereof.
4. Producer shall promptly notify Company of any material complaint or inquiry that may involve the Company.
5. Producer agrees to furnish the Company with all information available to Producer necessary to enable the Company to comply with its obligation under this Agreement and applicable law, including, but not limited to, licensing information and information regarding Producer's and, if applicable, Producer's employed agents' producer status with a Group Customer.



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6. Producer agrees that all Groups enrolled under this Agreement shall be billed directly by Company, and not through any intermediary, including the Producer, unless expressly authorized otherwise in writing by Company.
7. Producer agrees that this Agreement does not give Producer any power of authority other than as expressly granted herein and no other or greater power shall be implied from the grant or denial of powers specifically mentioned herein.
8. Producer shall forward to Group Customer in a timely manner all policies, riders, contracts, quotes, proposals, notices, caveats, disclosures, reports and other information and materials from Company that relate to or may affect coverage or services provided or proposed to be provided to Group Customer by Company or that Company may request be forwarded to Group Customer.

G. LIMITATIONS ON PRODUCER'S AUTHORITY

Except as otherwise approved by Company in writing, Producer is not authorized to:

1. accept any risks on behalf of the Company;
2. make any promise or agreement on behalf of Company;
3. bind or commit Company in any way;
4. incur any expense, indebtedness or liability in the name of Company;
5. make, alter, waive or discharge any of the terms, rates, proposals, limitations or conditions of any application or Group Contract issued, or to be issued, by the Company;
6. receive any monies due or to become due to the Company except the initial Charges or deduct Compensation from the initial Charges received;
7. waive any forfeiture or extend the time for making payment of any Charges;
8. adjust or settle any claims; or
9. enter into any proceeding in a court of law or before a regulatory agency in the name of or on behalf of Company including acceptance of legal process on behalf of Company, but where Producer is named with Company, Producer must retain its own counsel.

H. INDEPENDENT CONTRACTORS

1. Producer shall, in its sole discretion, select the Group Customers from which it will solicit applications for Group Contracts as well as the time, manner and place of solicitation. Except as expressly provided in this Agreement, Company may not direct or control Producer's activities or manner of performance under this Agreement.
2. The relationship of Producer to Company shall be that of an independent contractor. Nothing in this Agreement shall create or be construed to create the relationship of employer and employee, master and servant or co-venturers between Company and Producer.



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I. SALES PROMOTION MATERIALS

1. In representing the Company, Producer shall utilize only sales materials previously authorized in writing by the Company and shall adhere to all Company policies, rules and regulations in regard to sales and enrollment, and shall in no way misrepresent the Company or its Group Contracts and related products and services.
2. Neither Party shall use the name, trademark or logo of the other Party in any way or manner without the other Party's prior written consent and then only as specifically authorized in writing by the other Party.

J. COMPENSATION

1. Producer agrees to provide the Company with a valid and current Producer of Record letter and/or Company's Customer Acknowledgement Form for each Group Customer for which Producer seeks Compensation. For ASO accounts, the Group Customer must submit a letter or Company's Customer Acknowledgment Form to the Company stating the requested Compensation to the Producer. Company will not recognize retroactive transfers or appointments of a Producer of Record.
2. For insured and HMO health/dental Group Contracts, the Company agrees to pay the Producer Compensation, in accordance with the negotiated rate or the Company's schedule, based on Charges paid to the Company by the Group Customer and/or an employee or member-based census calculation. For ASO Group Contracts, the Producer shall be allowed Compensation as determined by the Group Customer. Group Customer may direct the Company to exclude its census from any override or similar compensation program.
3. Charges for any given year are the total Charges due and paid to the Company for the Group Contract in force during such year less any Charges refunded by the Company to a Group Customer applicable to such year. Any and all expenses incurred by the Company to recover overdue Charges from a Group Customer, for purposes of calculating Compensation to be paid to Producer, shall be deducted from the Charges.
4. Compensation will be payable only from the later of (a) the effective date of the Group Contract, (b) the effective date of the state license, (c) the specific effective date of a change specified by a Group Customer when it has prospectively designated a new producer of record; or (d) the first day of the month following receipt by the Company of a letter from a Group Customer designating a new producer of record when either no effective date or a retroactive effective date for the change is specified.
5. In its sole discretion, the Company reserves the right to modify Compensation rates on a prospective basis hereunder upon thirty (30) days' prior written notice.



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6. Compensation will continue to be paid with respect to a Group Contract so long as (a) this Agreement remains in effect; (b) Producer is continuously and actively engaged as a licensed agent and/or otherwise complies with requisite state statutes and/or regulations; (c) Producer continues to represent the Company; (d) Producer continues to represent and serve the Group Customer(s) in a manner consistent with this Agreement; (e) Producer continues to have a valid and current Producer of Record letter for each Group Customer; and (f) each Group Customer continues to have participants enrolled in benefit plans funded or administered by the Company pursuant to its Group Contract for which Charges are paid to the Company.
7. No Compensation payable to an individual Producer or a Producer firm which is a sole proprietorship shall accrue and be payable after the death of the Producer.
8. No Compensation shall accrue and be payable after the termination of this Agreement, or in states or for Group Customers for which this Agreement is no longer effective (see Section N of this Agreement).
9. The Company shall have the right to offset against and recoup from any sums due Producer any indebtedness, matured or unmatured, absolute or contingent, of Producer or its affiliates, to Company and its affiliates, whether or not arising under this Agreement.
10. Producer agrees to disclose in writing to each existing or prospective Group Customer prior to the renewal or sale to such existing or prospective Group Customer any compensation Producer may be eligible to receive from the Company in connection with the placement or servicing of the Group Customer's business, including, if possible, a reasonable estimate of the amount of such compensation or the basis upon which it will be determined, as well as the nature of any material business relationship that producer has with the Company. Producer will provide to Group Customers any additional disclosure and obtain any acknowledgement required under applicable state or federal law, including ERISA. Upon request by Company, Producer will provide Company with a copy of such disclosures and any acknowledgement by Group Customer as well as any confirmation of disclosure to Group Customers as may be required by Company as a condition of payment of any compensation. If a Group Customer requests information from the Company regarding compensation paid to Producer or for which Producer may be eligible, Company may forward such request to Producer and Producer shall promptly provide the requested information to Group Customer. Producer shall also respond promptly to any request by a Group Customer for information regarding compensation paid to Producer or for which Producer may be eligible. If Producer fails to make the disclosure required by this Agreement, any disclosure required by law or obtain any acknowledgement required by law, in addition to any other available remedies, Producer shall not be entitled to compensation that was not disclosed and/or, if required, acknowledged by Group Customer. In addition, the Company may disclose to Group Customer all compensation paid to Producer or for which Producer may be eligible in accordance with Company's policies on producer compensation disclosure and in



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accordance with applicable state or federal law. All disclosures may include certain non-monetary compensation.

11. Producer shall, under no circumstances, pay or allow Group Customer, or offer to pay or allow any rebate of Compensation or Charges in any manner whatsoever, directly or indirectly, except to the extent allowed by law.
12. Should the Company make an overpayment of Compensation to Producer for any reason (including, but not limited to, overpayments resulting from a refund of Charges on any Group Contract sold hereunder or from Compensation payments after Producer is no longer a Group Customer's producer of record), Producer shall repay, on demand, such overpayment or, in accordance with paragraph 9 of this Section, the Company may offset such overpayment against other Compensation due and payable to Producer. Producer shall reimburse the Company for all expenses incurred by the Company, including, but not limited to, collection agency and/or legal fees, if any, to obtain reimbursement of the overpayment from Producer.

K. CONFIDENTIALITY OF INFORMATION/PRIVACY and SECURITY STANDARDS (HIPAA)

1. Definitions

- (a) "Protected Health Information" shall mean Individually Identifiable Health Information transmitted or maintained in any form or medium that Producer creates or receives from or on behalf of the Company in the course of fulfilling its obligations under this Agreement. "Protected Health Information" shall not include (i) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. §1232g, (ii) records described in 20 U.S.C. §1232g(a)(4)(B)(iv), and (iii) employment records held by a covered entity in its role as employer.
- (b) "Individually Identifiable Health Information" shall mean information that is a subset of health information, including demographic information collected from an individual, and
 - (i) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
 - (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and
 - (iii) relates to identifiable non-health information including but not limited to an individual's address, telephone number and/or Social Security number.



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- (c) "Privacy Standards" shall mean the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164).
 - (d) "Secretary" shall mean the Secretary of the Department of Health and Human Services.
 - (e) "Electronic Protected Health Information" means Protected Health Information that is transmitted by or maintained in Electronic Media.
 - (f) "Electronic Media" means (1) electronic storage media including memory devices in computers (hard drives) and any removable or transportable digital memory medium, such as magnetic tape card; or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), intranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via an electronic media, because the information being exchanged did not exist in electronic form before transmission.
 - (g) "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
2. Producer may use Protected Health Information to carry out the obligations of Producer set forth in this Agreement or as required by law, subject to the provisions of this Section. Producer shall ensure that its directors, officers, employees, contractors and agents do not use Protected Health Information received from Company or the Group Customer or employees or dependents covered under the Group Contracts in any other manner and that they do not use it in any manner that would constitute a violation of the Privacy Standards if used in a similar manner by Company. Producer shall not use Protected Health Information for the purpose of creating de-identified information that will be used for any purpose other than to carry out the obligations of Producer set forth in this Agreement or as required by law.
3. Should Producer enter into an agreement with any agent, subcontractor or other third party that will have access to Protected Health Information that is received from, created or received by Producer on behalf of Company pursuant to which such third party agrees to be bound by restrictions, terms and conditions that are substantially the same as those



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that apply to Producer pursuant to this Agreement with respect to such Protected Health Information.

4. Producer agrees that it will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information in any manner other than pursuant to the terms and conditions of this Agreement.
5. Producer shall, within five (5) business days of becoming aware of a disclosure of Protected Health Information in violation of this Agreement by Producer, its officers, directors, employees, contractors or agents or by a third party to which Producer disclosed Protected Health Information pursuant to paragraph 2 of this Section of the Agreement, report any such disclosure to Company.
6. Within five (5) business days of a request by Company for access to Protected Health Information, Producer shall make available to Company such Protected Health Information for so long as such information is maintained. In the event any individual requests access to Protected Health Information directly from Producer, Producer may not deny access to the Protected Health Information requested. Rather, Producer shall, within two (2) business days, forward such request to Company.
7. Within ten (10) business days of receipt of a request from Company for the amendment of an individual's Protected Health Information, Producer shall incorporate any such amendments in the Protected Health Information that Producer maintains. In the event that an individual's request for the amendment of Protected Health Information is made directly to the Producer, Producer may not deny the requested amendment. Rather, Producer shall, within two (2) business days, forward such request to Company.
8. Within ten (10) business days of notice by Company to Producer that it has received a request for an accounting of disclosures of Protected Health Information regarding an individual during the six (6) years prior to the date on which the accounting was requested, Producer shall make such information regarding its disclosures available to Company as is required for Company to make the accounting. At a minimum, Producer shall provide Company with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information, and, if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure that includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to Producer, Producer shall within two (2) business days forward such request to Company.
9. Producer hereby agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.
10. Producer hereby agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by Producer on behalf of, Company available to the Company and to the Secretary for



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purposes of determining Company's and Producer's compliance with the Privacy Standards.

11. At termination of this Agreement, if feasible, Producer shall return or destroy all Protected Health Information received from, or created or received on behalf of, Company that Producer maintains in any form and shall not retain any copies of such information, or if such return or destruction is not feasible, extend the protections in this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of such information infeasible.
12. With respect to Electronic Protected Health Information, no later than the compliance date for the Security Standards and at all times thereafter, Producer shall comply with the requirements of the HIPAA Security Standards set forth in 45 C.F.R. Parts 160 and 164, Subpart C ("Security Standards"), and, in particular, shall:
 - a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Producer creates, receives, maintains, or transmits on behalf of Company as required by the Security Standards;
 - b) Ensure that any agent, including a subcontractor, to whom Producer provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
 - c) Report to Company any Security Incident of which it becomes aware.
13. This confidentiality provision shall survive the termination of this Agreement.

L. ASSIGNMENT

1. Producer shall not assign any rights or delegate any duties under this Agreement unless allowed under applicable state law and unless the Producer has obtained the prior written consent of the Company, which consent shall not be unreasonably withheld.
2. The Company shall not be bound by any assignment of the Compensation payable under this Agreement until the original or a certified copy thereof shall be delivered to the Company, and the Company does not assume responsibility for, or guarantee the validity or sufficiency of, any such assignment.
3. The Company may assign its rights or delegate its duties under this Agreement to any entity that owns, controls, or is owned or controlled by, or shares common ownership or control with, the Company. Should the Company assign its rights or delegate its duties to any other entity, the Company shall provide Producer with thirty (30) days prior written notice of that event.
4. In the event of a transfer of ownership of Producer's business, Producer shall remain jointly and severally liable with the purchaser/transferee for all premium remittances



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received and all debts and obligations incurred under this Agreement, unless otherwise agreed to in writing by Company.

M. EFFECTIVE DATE

This Agreement takes effect as of the date above written if duly signed by Producer (or, if applicable, by an authorized representative of Producer), and signed by an authorized representative of the Company and recorded at the Home Office of the Company. The Agreement shall remain in effect thereafter unless terminated as provided in Section N below.

N. TERMINATION/EFFECTIVENESS OF AGREEMENT

1. This Agreement may be terminated after the effective date of this Agreement:
 - (a) by mutual consent of the Parties;
 - (b) upon thirty (30) days prior written notice by one Party to the other Party (unless additional time for notice is required by applicable law);
 - (c) immediately by the Company, if based upon the Company's investigation of Producer's background and qualifications pursuant to Section B, Company does not appoint Producer to sell its Group Contracts;
 - (d) immediately upon the Producer's death or total disability (physical or mental) or adjudication of incompetence if Producer is an individual;
 - (e) immediately upon the Producer's dissolution if Producer is a legal entity (e.g., corporation or partnership); or
 - (f) immediately by the Company if Producer does any of the following:
 - (i) violates state insurance laws or regulations;
 - (ii) knowingly misrepresents the provisions, benefits or Charges of any Group Contract;
 - (iii) commingles, withholds or misappropriates funds or other property of Company;
 - (iv) commits a fraudulent act or other malfeasance in the performance of duties under this Agreement; or
 - (v) breaches any material provision of this Agreement.
2. This Agreement shall not be effective in any state where any of Producer's licenses are revoked, suspended, or otherwise made invalid.



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3. This Agreement shall not be effective with respect to a specific Group Customer as of the first day of the month following notice to the Company from the Group Customer that it has a new producer of record (if a specific, prospective effective date for the change is not otherwise received by the Company from the Group Customer).
4. Termination shall not be Company's exclusive remedy, but shall be cumulative with all other remedies available at law or in equity. A failure to terminate this agreement shall not be a waiver to do so with respect to any past, current, or future default.

O. AMENDMENTS

1. In the event that state or federal law or regulation, or an arbitration or judicial interpretation of same, or any regulatory or enforcement action should require that this Agreement be changed, altered or modified, then the Company shall notify Producer and provide such required amendment, and the Company and Producer shall continue to perform services under this Agreement as modified.
2. The Exhibit to this Agreement may be amended from time to time by the Company as appropriate.
3. The Company may amend this Agreement by providing prior written notice to Producer. Failure of Producer to object in writing to any such proposed amendment within thirty (30) days following receipt of notice shall constitute Producer's acceptance thereof. Notification to the Company of rejection of any proposed amendment means that this Agreement shall remain in force without the proposed amendment.
4. Except as provided above, this Agreement may be amended in writing from time to time as the Parties shall agree, but no amendment under this subsection shall be valid unless signed by an authorized representative of the Company based at its Home Office and the Producer (or, if applicable, an authorized representative of the Producer).

P. INDEMNIFICATION

1. Producer agrees to indemnify and hold Company, its respective affiliates and subsidiaries and their respective officers, directors, and employees harmless from any damage and against any liability for loss, cost, expenses, fines, penalties, including punitive or exemplary damages and all costs of defense, including reasonable attorney's fees: (i) resulting from any act, error or omission, whether intentional or unintentional, by Producer and its officers, directors, employees and agents related to or which arise out of the business covered by this Agreement; (ii) resulting from any obligation, act or transaction created or performed by Producer in violation of, in excess of, or in contravention of the duties, obligations, power and authority of the Producer set forth in this Agreement; or (iii) arising out of or in connection with any unauthorized use or disclosure of Protected Health Information or any failure in security measures affecting Protected Health Information or any other material breach of the terms of this agreement by Producer or any person or entity under Producer's control. Producer's obligation to



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indemnify Company will survive the expiration or termination of this agreement. Company may, at its option, conduct the defense or settlement of any such action arising as described herein, and Producer shall fully cooperated with such defense.

2. Producer expressly authorizes Company, without precluding Company from exercising any other remedy it may have, to charge against all compensation due or to become due to Producer under this Agreement any monies paid or liabilities incurred by Company by reason of any occurrence described in this Section.

Q. ENTIRE AGREEMENT

This Agreement, the Exhibit attached hereto and any written amendment hereto constitute the entire agreement between Producer and the Company concerning the matters described in it and supersede all previous agreements entered into between the Parties regarding the solicitation and sale of Group Contracts.

R. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, void or otherwise unenforceable, the Parties agree it shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

S. NON-WAIVER POSITION

Failure of any Party to require performance of any provision of this Agreement shall not constitute a waiver of the right to enforce such provision at a later time. Waiver of any breach of any provision hereof shall not constitute a waiver of any succeeding breach.

T. SURVIVABILITY

In addition to those provisions which by their terms survive expiration or termination of this Agreement, Paragraphs 3, 4 and 5 of Section F, Section G, Paragraph 10 of Section J, Section K, Section L, Section P, Section U, Section V, Section W and Section X shall survive expiration or termination of this Agreement, regardless of the cause giving rise thereto. Termination or expiration does not affect rights and obligations that arose or accrued prior to termination.

U. GOVERNING LAW

This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Connecticut.

V. DISPUTE RESOLUTION

1. It is understood and agreed that any dispute, controversy or question arising from or relating to the performance or interpretation of this Agreement, the breach thereof, or the



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subject matter thereof ("Controversy") shall be resolved exclusively pursuant to the following mandatory Dispute Resolution procedures, provided however that the Producer may not initiate dispute any dispute resolution relating to a claim under this Agreement fewer than 60 calendar days or more than 3 years after due proof of such claim is furnished to the Company.

2. Any Controversy between the parties arising shall first be referred for Executive Review. The disputing party shall initiate Executive Review by giving the other party written notice of the Controversy, and shall specifically request Executive Review of said Controversy in such notice. Within twenty (20) calendar days of any party's written request for Executive Review, the receiving party shall submit a written response. Both the Notice and Response shall include a statement of each party's position and a summary of the evidence and arguments supporting its position. Within thirty (30) calendar days of any party's request for Executive Review, an executive level employee of each party shall be designated by the party to meet and confer with his/her counterpart to attempt to resolve the Controversy.
3. In the event that a Controversy has not been resolved within 60 calendar days of the request for Executive Review under Section 2 above, the Controversy shall be settled exclusively by binding arbitration. The arbitration shall be conducted in Hartford, Connecticut in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration, and which to the extent of the subject matter of the arbitration, shall be binding not only on all parties to the Agreement, but on any other entity controlled by, in control of or under common control with the party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall assume its own costs and attorneys fees, and the compensation and expenses of the mediator and any administrative fees or costs shall be borne equally by the parties. The decision of the arbitrator shall be final, conclusive and binding, and no action at law or in equity may be instituted by either party other than to enforce the award of the arbitrator.
4. The parties may use temporary injunctive relief for the purpose of seeking to preserve the status quo pending arbitration. However, if either party pursues temporary injunctive relief, that party will give notice to the other party at least twenty four (24) hours prior seeking that relief. In addition, the party seeking relief will inform the other party of the time and place of the hearing and provide the other party with a copy of the papers filed in support of the motion for temporary injunctive relief.
5. This Section V shall survive the termination of this Policy.

W. LIMITATION OF LIABILITY

In no event shall Company be liable to the Producer for any consequential, punitive or special damages for any cause arising out of or related to this Agreement. It is expressly agreed that Company's liability, if any, for damages to Producer for any cause whatsoever arising out of



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or related to this Agreement shall be limited to Producer's actual damages which shall not exceed the Compensation paid to Producer by Company under this Agreement during the twelve (12) month period immediately prior to the date the alleged cause of action arose.

X. NOTICES

Unless otherwise provided in this Agreement, all notices, requests, demands and other communications which must be provided under this Agreement shall be in writing and shall be deemed to have been given on the date of service if served personally on the Party to whom notice is to be given or on the date of mailing if sent by registered or certified mail, postage prepaid, or by an overnight delivery service to the party's designated business address.

All notices to the Company shall be sent to:

Connecticut General Life Insurance Company
900 Cottage Grove Road
Hartford, CT 06152

All notices to the Producer shall be sent to the address on the Signature Page unless advised of a new address.

Y. HEADINGS

The headings in this Agreement are for reference purposes only and shall not be deemed part of this Agreement or to affect its meaning or interpretation.



PRODUCER AGREEMENT

EXHIBIT A

CIGNA HealthCare of Arizona, Inc.	CIGNA Dental Health Plan of Arizona, Inc.
CIGNA HealthCare of California, Inc.	CIGNA Dental Health of California, Inc.
CIGNA HealthCare of Colorado, Inc.	CIGNA Dental Health of Colorado, Inc.
CIGNA HealthCare of Connecticut, Inc.	CIGNA Dental Health of Delaware, Inc.
CIGNA HealthCare of Delaware, Inc.	CIGNA Dental Health of Florida, Inc.
CIGNA HealthCare of Florida, Inc.	CIGNA Dental Health of Kansas, Inc.
CIGNA HealthCare of Georgia, Inc.	CIGNA Dental Health of Kentucky, Inc.
CIGNA HealthCare of Illinois, Inc.	CIGNA Dental Health of Maryland, Inc.
CIGNA HealthCare of Indiana, Inc.	CIGNA Dental Health of Missouri, Inc.
CIGNA HealthCare of Maine, Inc.	CIGNA Dental Health of New Jersey, Inc.
CIGNA HealthCare of Massachusetts, Inc.	CIGNA Dental Health of North Carolina, Inc.
CIGNA HealthCare Mid-Atlantic, Inc.	CIGNA Dental Health of Ohio, Inc.
CIGNA HealthCare of New Hampshire, Inc.	CIGNA Dental Health of Pennsylvania, Inc.
CIGNA HealthCare of New Jersey, Inc.	CIGNA Dental Health of Texas, Inc.
CIGNA HealthCare of New York, Inc.	CIGNA Dental Health of Virginia, Inc.
CIGNA HealthCare of North Carolina, Inc.	
CIGNA HealthCare of Ohio, Inc.	
CIGNA HealthCare of Pennsylvania, Inc.	
CIGNA HealthCare of St. Louis, Inc.	
CIGNA HealthCare of South Carolina, Inc.	
CIGNA HealthCare of Tennessee, Inc.	
CIGNA HealthCare of Texas, Inc.	
CIGNA HealthCare of Utah, Inc.	
CIGNA HealthCare of Virginia, Inc.	