

**Pan-American Life Insurance Company
Pan-American Benefits Solutions, Inc.
Producer Agreement**

This AGREEMENT is by and between: (a) **Pan-American Benefits Solutions, Inc.**, with offices located at 1778 N. Plano Road, Suite 310, Richardson, Texas 75081, hereafter referred to as “PAN-AMERICAN” or “We” or “Us”, acting as a general agent for **Pan-American Life Insurance Company** and (b) the undersigned producer (hereinafter referred to as “Producer” or “You”) and is effective as of the date You electronically consent to the terms of this Agreement.

I. Appointment of Producer

1.1. PAN-AMERICAN grants to Producer the right, and Producer undertakes the obligation, to market and service the policies which PAN-AMERICAN has been authorized to market and service by product issuer Pan-American Life Insurance Company (“PALIC”) and any other insurance carriers (hereinafter referred to, individually, as an “Issuing Company”) for which We act as a general agent for products made available by Us for distribution by You (hereafter referred to as “The Products”). To the extent that The Product is a policy that is issued by Pan-American Life Insurance Company, Pan-American Life Insurance Company joins in the appointment of Producer in connection with this AGREEMENT. You are authorized only in those states where you are duly licensed as an insurance producer and have been appointed with the applicable regulatory authorities as required by law. Your authorization with respect to The Products is further subject to the rules and procedures of the Issuing Company.

1.2. In acting as a Producer under this AGREEMENT, you are not authorized to engage or act through sub producers, except as may be permitted by an amendment to this AGREEMENT, provided by Us to You in writing.

II. Duration of the Agreement

2.1. This AGREEMENT may be terminated without cause by either party effective 30 days after either party mails notice of termination to the other party’s last known address.

2.2. This AGREEMENT shall immediately terminate upon the death of Producer, if Producer is an individual, and upon dissolution, if Producer is a partnership or corporation.

2.3. We may terminate this AGREEMENT with Producer “for cause” immediately upon written notice to Producer, provided We have obtained evidence to support a reasonable, good faith belief that Producer (directly or through its officers, directors, employees, or other representatives): (a) has conducted business under this AGREEMENT in material violation of applicable laws and/or regulations; (b) has altered application material or withheld or misrepresented underwriting information to Us; (c) has forfeited applicable licenses; (d) has withheld, converted or failed to account for monies, funds, policies or other property belonging to PAN-AMERICAN or Issuing Companies; (e) has directly or indirectly through others, induced or attempted to induce PAN-AMERICAN’s employees, producers, or agents to terminate their relationship with PAN-AMERICAN; or (f) has failed to maintain errors and omissions coverage.

Notwithstanding the provisions above, if a non-Pan-American Issuing Company directs Us to terminate this Agreement with You, we reserve the right to terminate this Agreement with You with or without cause and without prior written notice.

III. Limitations on Your Authority

You are not authorized by or on Our behalf to take the following actions: (a) bind an Issuing Company to issue or accept any policy or contract; (b) make, alter, modify or discharge any contract or policy; (c) waive any charge, premium or term of any of The Products; (d) extend the time for payment of any premium or charge or extend the days of grace of any contract, policy or certificate; (e) waive or approve evidence of good health or insurability or other underwriting requirements; (f) , except as may be permitted in an amendment to this AGREEMENT, provided by Us to You in writing, receive any money due or to become due to Us or an Issuing Company, except the first premium or first installment of premium by check made payable to Us or the Issuing Company on applications obtained by or through You; nor accept or endorse premium checks drawn to You as payment on any of The Products, nor endorse or present for collection any check, draft or other instrument made payable to Us or an Issuing Company; (g) incur any debt or obligation on Our behalf or on behalf of an Issuing Company; or (h) represent Us in any manner, except as permitted by this AGREEMENT.

IV. Duties of the Producer

4.1. Market Conduct. You shall conduct all Your business activities in full compliance with Our rules, the Corporate Compliance Guide and the Pan-American Producer Compliance Guide, and any applicable laws and regulations.

4.2. Underwriting Information. You will promptly transmit to Us or the Issuing Company any and all information that is relevant to underwriting decisions for The Products. You acknowledge that We and the Issuing Company rely on You for a full disclosure of facts necessary for proper classification of risks and rating.

4.3. Application Handling. You shall submit promptly to Us or the Issuing Company any applications for The Products, properly completed in accordance with guidelines provided by Us.

4.4. Record Keeping/Company Property. Policy information in Your possession which is required for the administration of The Products is Our property; and You shall permit inspection of same by Us as We require. All printed matter, equipment or other supplies furnished by Us are also Our property and You are responsible for any misuse thereof. You shall upon demand return all Our property.

4.5. Customer Information. Producer agrees to treat all information about individuals who enroll, apply for or purchase the Products that Producer may have or may obtain in connection with its obligations under this AGREEMENT (“Customer Information”) as confidential. Customer Information may include, but is not limited to, an individual's name, address, social security number, as well as any financial or health information relating to the individual. Producer may use Customer Information, in accordance with Pan-American’s privacy policy, only for the purpose of fulfilling its obligations under this AGREEMENT and Producer may not disclose Customer Information to anyone other than the individual to whom the information relates, except as required for Producer to fulfill its obligations under this AGREEMENT or as otherwise directed by Us, or except as expressly required by law. Producer must also ensure that Customer Information is maintained, stored and transmitted in a secure manner in accordance with all applicable laws. To the extent that Producer becomes aware of a failure of security measures or any use or disclosure of Customer Information that is not permitted by the AGREEMENT, Producer shall immediately report such incident to Pan-American at compliance@palig.com and cooperate with Pan-American to fulfill any resulting legal obligations.

4.6. Protected Health Information: Safeguards and Disclosure. To comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") and to further protect the confidentiality of any Protected Health Information "PHI" (as defined below) disclosed to or used by Producer pursuant to this AGREEMENT, Pan-American and Producer agree to the following with respect to any PHI received or created by Producer in providing services pursuant to this AGREEMENT, including PHI received or created prior to the effective date of this AGREEMENT (“Pan-American PHI”): (a) the obligations regarding Pan-American PHI contained in this section shall be in addition to any other obligations contained in this AGREEMENT that apply to PHI; (b) Producer may not use or disclose Pan-American PHI except to provide services pursuant to this AGREEMENT; (c) Producer shall use appropriate safeguards to prevent use or disclosure of Pan- American PHI; (d) Pan-American and Producer represent and warrant that their security procedures are adequate to protect and maintain the confidentiality of Pan-American PHI; (e) Producer shall promptly report to Pan-American any

use or disclosure of Pan-American PHI not permitted by this AGREEMENT of which it becomes aware; (f) Producer shall ensure that any agents, including any sub-contractors or Producer affiliates, that Producer may use in accordance with this AGREEMENT and to whom Producer provides Pan-American PHI or who uses Pan-American PHI has been approved by Pan-American in writing and agrees to the same restrictions and conditions that apply to Producer with respect to Pan-American PHI pursuant to this AGREEMENT; (g) within fifteen (15) days of Pan-American's request, Producer shall provide to Pan-American any Pan-American PHI or information relating to Pan-American PHI as deemed necessary by Pan-American to comply with its obligations under HIPAA to provide individuals with access to, amendment of, and an accounting of disclosures of their Pan-American PHI, and Producer agrees to incorporate any amendments of the Pan-American PHI as requested by Pan-American; (h) Producer agrees to make its internal practices, books, and records relating to its use or disclosure of Pan-American PHI available to the Secretary of the United States Department of Health and Human Services at his/her request to determine Pan-American's compliance; (i) Producer agrees that upon termination of the AGREEMENT it will, if feasible, return or destroy all Pan-American PHI it maintains in any form and retain no copies, and if such return or destruction is not feasible, Producer agrees to extend the protections of this AGREEMENT to the Pan-American PHI beyond the termination of this AGREEMENT and further agrees that any further use or disclosure of the Pan-American PHI will be solely for the purposes that make return or destruction infeasible; (j) Producer agrees that it will not disclose Pan-American PHI, other than enrollment information, to an employer or plan sponsor, unless the employer or plan sponsor has taken the steps required by HIPAA to permit disclosure to the employer or plan sponsor; (k) Producer may use or disclose Pan-American PHI to the extent that such use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of such law, and only to the extent that such use or disclosure complies with any applicable HIPAA requirements relating to uses and disclosures required by law; and (l) Producer shall (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Pan- American PHI that Producer creates, receives, maintains, or transmits on behalf of Pan-American; (2) ensure that any agent of Producer, including any subcontractor or Producer affiliate to whom Producer provides electronic Pan-American PHI, agrees to implement reasonable and appropriate safeguards to protect electronic Pan-American PHI; and (3) report to Pan-American any security incident related to electronic Pan-American PHI of which Producer becomes aware. Protected Health Information ("PHI") is defined in HIPAA as individually identifiable information that is transmitted or maintained in any medium and 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 future payment for the provision of health care to the individual. Pan- American and Producer understand that this definition of PHI includes demographic information about the individual, including names; geographic subdivisions smaller than a state (including but not limited to street addresses and ZIP codes); all elements of dates (except year) for dates directly related to an individual, including but not limited to birth date; telephone numbers; fax numbers; electronic mail (E-mail) addresses; Social Security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate/license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; Web Universal Resource Locators (URL's); Internet Protocol (IP) address numbers; biometric identifiers, including finger and voice prints; full face photographic images and any comparable images; and any other unique identifying number, characteristic, or code.

4.7 Protected Health Information: Compliance and Security Breach Notice. Producer agrees and acknowledges that it is directly subject to HIPAA, as amended by the HITECH Act, including its provisions relating to security and privacy of PHI as well as its enforcement and penalty provisions. Producer agrees that it shall: (a) comply with all applicable security and privacy provisions of HIPAA as amended by the HITECH Act and as it may be amended from time to time; (b) not act in any way to interfere with or hinder Pan-American's ability to comply with HIPAA, as amended by the HITECH Act and as it may be amended from time to time; and (c) notify Pan-American within five (5) business days after discovering a "breach" as that term is defined in Section 13400 of the HITECH Act at the following e-mail address: compliance@palig.com. In the event Producer learns of a pattern of activity or practice of Pan-American that constitutes a material breach or violation of its obligations relating to PHI under this AGREEMENT, Producer shall take reasonable steps to work with Pan-American to cure the breach or end the violation. If such steps are unsuccessful, Producer shall terminate this AGREEMENT, if feasible, or, if termination is not feasible, report the problem to the Secretary of Health and Human Services.

4.9. Producer's breach of any of the provisions of Paragraph 4 shall constitute a material breach of this AGREEMENT and provide grounds for immediate termination by Pan-American, notwithstanding any other provision of the AGREEMENT.

V. Marketing Materials and Assistance

- 5.1. Producer shall be responsible for the marketing and servicing of The Products at Producer's expense.
- 5.2. Producer shall only use sales material approved in writing by Us and any applicable Issuing Company.

VI. Commissions

6.1. Producer will earn fully-vested commissions on sales of The Products, payable by either Us or the Issuing Company for the product sold by Producer, or by and through the Issuing Company's respective designated third party administrators in accordance with the schedule of commissions issued for the case by Us or the Issuing Company. Commissions for insurance products shall only be vested while the policyholder continues to recognize You as "producer of record." Where You have signed the application for The Product as agent, We (and the Issuing Companies) will regard you as the "producer of record" unless We (or the Issuing Company) receive written notice from the contract holder to the contrary. For noninsurance products, for which there is no application, PAN-AMERICAN will act in good faith to determine whether You should be recognized as the producer on the business. This AGREEMENT will be the base agreement for any Single Case Commission Agreements, which will dictate the compensation terms for a case in lieu of any otherwise applicable commission schedule.

6.2. Except as provided in Section 7.3 regarding "for cause" terminations, upon termination of this AGREEMENT, We (or the Issuing Companies) will continue to pay the vested commissions to You through the next annual renewal date of such policy or contract following termination of this AGREEMENT. Thereafter, We (or the Issuing Companies) will pay further commissions to You only as may be mutually agreed between You and Us.

6.3. In acting as a producer in connection with this AGREEMENT, you do not have authority to act through sub-producers, except as may be permitted by an amendment to this AGREEMENT, provided by Us to You in writing. We have no responsibility to any other persons for compensation with respect to business produced by You in connection with this AGREEMENT, and You are not authorized to share with anyone the compensation received by You, without PAN-AMERICAN's express written authorization.

6.4. If no policy, certificate or contract is issued on an application, then You shall return to the applicant any instruments of payment collected by you (and not previously forwarded to Us or the Issuing Company). If We or the Issuing Company finds it necessary, for any reason, to cancel a policy, certificate or contract and return premium or charges paid thereon, all rights to commissions on said premiums or charge for said policy, certificate or contract will be lost. Any commissions received on premiums so returned shall be returned by You on demand.

6.5 In the event of overpayment of commissions which may occur due to clerical error; cancellation of coverage; refund of premium; payment of any advance if applicable; change of producer of record by the policyholder or Us; or any other reason, will be returned to PAN-AMERICAN by the Producer. It is further agreed that PAN-AMERICAN (or any affiliated Issuing Company) is authorized to recover any overpayments from the current or future commission owed the Producer by Us or our affiliates. Producer agrees to reimburse PAN-AMERICAN for expenses, including costs and attorneys' fees, associated with the collection of outstanding debts due

6.6. We reserve the right to withhold compensation at any time pending any investigation of You by any governmental agency or authority for alleged improper conduct until such time as such investigation has been concluded.

VII. Termination of the Agreement

7.1. Upon termination or expiration of this AGREEMENT, Producer shall immediately cease to have any authority to accept new applications for The Products, but Producer shall continue under an obligation to service the business in accordance with Our rules for as long as Producer continues to receive commissions with respect to the business.

7.2. Upon termination of this AGREEMENT, Producer shall immediately cease to use, by advertising or in any manner whatsoever any of Our Proprietary Marks, including but not limited to the words or phrases "PAN-AMERICAN" or any similarly sounding terms. Producer shall immediately turn over to Us or destroy all marketing materials, manuals, proprietary and confidential materials (all of which are acknowledged to be Our property), and shall retain no copy or record of any of the foregoing, excepting only Producer's copy of this AGREEMENT and copies of any correspondence pertaining thereto between Us and Producer, and any documents which Producer reasonably needs for compliance with any provision of law.

7.3. In the event of termination of this AGREEMENT for "cause" no further commissions shall be payable to You after the date of such termination, and any such commission paid after such termination shall be fully reimbursed to Us immediately upon demand. If You are a natural person, any commission due and payable to You at the time of death under this AGREEMENT shall be paid to the executor or administrator of Your estate or to Your assignees as applicable.

VIII. General Provisions

8.1. Amendments. This AGREEMENT may be amended at any time by written notice to You from Us. Any such amendment shall be effective on the date stated therein. If You do not wish to be bound by any such amendment, You must provide notice to Us of your termination of the AGREEMENT; Your obligations, authority and responsibilities will be governed by the amendment until such time as We receive notice of Your termination.

8.2. Hold Harmless. Parties shall defend, indemnify and hold each other harmless against any loss or expense (including attorneys' fees from counsel chosen by the indemnitee, court costs, expert witness fees, etc.) incurred with respect to a claim asserted against the indemnitee which arises from, or as a result of, or in connection with, the conduct of the other Party in violation or alleged violation of any provision of this AGREEMENT, to the extent that the non-offending Party did not cause, contribute or aggravate said losses. This provision shall survive termination of the AGREEMENT.

8.3. Arbitration/Governing Law. Any dispute arising between the parties under this AGREEMENT shall be governed by and construed and enforced pursuant to the laws of the state of Texas, excluding those laws relating to the resolution of conflict between laws of different jurisdictions. Additionally, any disputes between the parties shall be resolved by arbitration conducted in Dallas, TX, in accordance with the commercial rules of the American Arbitration Association, and any award rendered in such arbitration may be confirmed in any court of competent jurisdiction. You irrevocably consent and submit to the exercise of jurisdiction over You by any court situated in Texas for such purpose or for any other purpose related to this AGREEMENT. This provision shall survive termination of the AGREEMENT.

8.4. Errors and Omissions Coverage. You shall have and maintain in force errors and omissions coverage in the amount of no less than \$1,000,000 per occurrence at all times during the term of this AGREEMENT and for a period of one (1) year thereafter, as a condition precedent to payment of any commission hereunder. We may require a higher minimum amount of insurance at our discretion. You shall produce evidence of such coverage to Us upon request, and all aspects thereof shall be subject to Our approval.

8.5. Independent Contractor. This AGREEMENT does not make Producer Our employee for any purpose whatsoever; Producer is an independent contractor and is in no way authorized to make any contract, agreement, warranty or representation on Our behalf, or to create any obligation, express or implied, on Our behalf. This AGREEMENT does not establish any kind of partnership or joint venture between PAN-AMERICAN (or the Issuing Companies) and Producer. You will not be treated as an employee for purposes of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act or income tax withholding.

8.6. Waiver. A failure to insist upon strict compliance with the terms and conditions of this AGREEMENT shall not be considered a waiver of such terms and conditions which a party may enforce at any later date. You agree that Our failure to enforce any term, condition or provision of any other agreements between Us and any other producers, producers, and agents shall have no bearing, relevancy or effect whatsoever upon the enforceability of the terms and conditions of this AGREEMENT.

8.7. Severability. The invalidity or unenforceability of any provision of this AGREEMENT shall not affect the validity or enforceability of any other provision hereunder; and in the event of an invalid or unenforceable provision, the AGREEMENT shall nevertheless be construed to the extent possible in a fashion intended to effect the original lawful intent of the parties.

8.8. Notices. All notices under this AGREEMENT shall be properly given only if made in writing and mailed to the party at the address set forth in the AGREEMENT, or other address designated by notice to the other party. Such notices shall be effective on the date of receipt.

8.9. Assignment. No assignment or other transfer of any rights, title or interest herein, or of any benefits accruing hereunder, in whole or in part, shall be valid, and any such attempted assignment or transfer shall be void unless Our consent thereto has first been given. Any assignee of rights or benefits hereunder shall be subject to all the terms and provisions hereof.

8.10. Indebtedness/Right of Set Off. Any compensation due under this AGREEMENT may be applied to payment of any indebtedness You may have to Us or any of Our affiliates. Indebtedness includes any monetary claim We or any of Our affiliates may have against You, including but not limited to advances paid, overpayment of commissions, reversal of commissions, other miscellaneous charges or sums due under the Hold Harmless provision of this AGREEMENT. All commissions, or other compensation due to You are hereby assigned to Us as security for indebtedness under this or any prior agreement. In the event of the termination of this AGREEMENT, with or without cause, it is understood and agreed that Your entire indebtedness to Us is immediately due and payable. This prior right and offset shall not be extinguished by the termination of this AGREEMENT.

8.11. Corporations and Partnerships. If You are a corporation or partnership, the act or acts of any of Your partners, shareholders, officers, directors, employees, or representatives shall be deemed to be Your acts. If You are a corporation or a partnership, unless waived by Us in writing, each and every individual who signs this AGREEMENT for You does hereby severally, individually, and jointly with You, personally guarantee the performance of all obligations hereunder.

8.12. Proprietary Marks. We grant a limited license to Producer to use PAN-AMERICAN's Proprietary Marks in connection with Producer's marketing and/or servicing activities in the performance of obligations under this AGREEMENT. Producer acknowledges PAN-AMERICAN's claim to the exclusive right to use said Proprietary Marks in connection with said business, and expressly covenants that, during the term of this AGREEMENT and after the expiration or termination hereof, Producer shall not directly or indirectly contest or aid in contesting the validity or ownership of said Proprietary Marks, or take any action whatsoever in derogation of PAN-AMERICAN's claimed rights therein. This provision shall survive termination of this AGREEMENT.

8.13. Non-Exclusivity. This appointment is not exclusive. Producer does not have any exclusive rights to market or service The Products in any jurisdiction or for any period of time.

8.14. Entire Agreement. This AGREEMENT, the documents referred to herein and the Producer Application constitute the entire agreement between PAN-AMERICAN and Producer concerning the subject matter hereof, and supersede all prior agreements; except, only with respect to any policies currently in force, any compensation that is owed to You or may become owed to You by Us on account of any prior agreement shall be paid by Us in accordance with the compensation provisions of the prior agreement. No other representation has induced Producer to execute this AGREEMENT, and there are no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with reference to this AGREEMENT or otherwise.