

This Booklet Includes:

1. Application for Appointment
2. Background Information
3. Applicant's Declaration
4. Fair Credit Reporting Act Authorization to Release Information
5. Resident & Non-Resident Appointment Request
6. Transamerica Life Licensed Only Agent Agreement

Submit the Following:

1. Application for Appointment
2. Background Information
3. Applicant's Declaration
4. Fair Credit Reporting Act Authorization to Release Information
5. Request for Resident and Non-Resident Appointments and Applicable Fees
6. Agent Acceptance of Licensed Only Agent Agreement
7. Copies of all Licenses & LTC Education Completion Certificates
8. Proof of Errors & Omission coverage

Do provide ALL information requested by the Application



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.

X

<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 <u>Money Concepts International</u> <small>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 checked="" 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# <u>20-4715468</u></p> <p>7 Business Mailing Address <u>11440 N. Jog Road</u> <u>Palm Beach Gardens, FL 33418</u></p> <p>8 Business Phone (561) <u>472-2000</u> Business Fax Number (561) <u>472-2097</u></p> <p>9 Business E-mail Address <u>ferri@moneyconcepts.com</u></p>

<p>Violent Crime Control and Law Enforcement Act of 1994</p>	<p>The Violent Crime Control and Law Enforcement Act of 1994 (the "1994 Crime Act") makes it a federal crime to: (1) knowingly make false material statements in financial reports submitted to Insurance regulators;</p> <p>(2) embezzle or misappropriate monies or funds of an insurance company;</p> <p>(3) make material false entries in the records of an insurance company in an effort to deceive officials of the company or regulators regarding the financial condition of the company; or (4) obstruct an investigation by an insurance regulator. THE 1994 CRIME ACT ALSO MAKES IT A FEDERAL CRIME FOR INDIVIDUALS WHO HAVE BEEN CONVICTED OF A FELONY INVOLVING DISHONESTY, BREACH OF TRUST, OR ANY OF THE OFFENSES LISTED ABOVE TO WILLFULLY PARTICIPATE IN THE BUSINESS OF INSURANCE. WILLFULLY PARTICIPATING IN THE BUSINESS OF INSURANCE INCLUDING ACTING AS AN INSURANCE AGENT. Penalties for violating the 1994 Crime Act include Civil fines up to \$50,000 and imprisonment for up to 15 years.</p> <p>Will there be a violation of the 1994 Crime Act if you act as an agent?</p> <p style="text-align: right;"><input type="radio"/> Yes <input type="radio"/> No</p>
<p>Applicant's Declaration</p>	<p>1 I hereby certify that my answers to the question appearing in this application are true and complete.</p> <p>2 Under penalties of perjury, I hereby certify (1) that the Taxpayer Identification Number (TIN) on this application is correct and (2) that the legal entity is not currently subject to backup withholding. <i>[Cross out (2) if not correct.] See not below**</i></p> <p>3 I hereby acknowledge that I have read, understand, received and retained for my records a copy of the Fair Credit Reporting Act Disclosure.</p> <p><i>If this form is sent to Transamerica Life by facsimile machine (fax), the undersigned adopts the document received by Transamerica Life as a duplicate original and adopts the signature produced by the receiving fax machine as the undersigned's original signature.</i></p> <p>EXECUTION:</p> <p>X _____ Date _____ Full Name of Natural Person or Business Entity</p> <p>X _____ Title _____ Signature of Natural Person Authorized Officer or Partner</p> <p>YOU MUST BE APPOINTED BY AND HAVE A FULLY EXECUTED CONTRACT WITH THE COMPANY PRIOR TO ANY SOLICITATION OF BUSINESS AND COLLECTION OF ANY MONIES. (Supplies, including policy applications, will be sent when all forms are processed and appointment is effective.)</p>



**Fair Credit Reporting Act
Authorization to Release
Information**

Administrative Office
P.O. Box 98302
Hurst, TX 76053-5302
866-630-7496

<p>Fair Credit Reporting Act Disclosure</p>	<p>This is to notify you that in connection with your application for appointment/ contract, we may procure a consumer report on you as part of the process of considering your application. In the event that information from the report is utilized in whole or in part in making an adverse decision, before making the adverse decision, we will provide you with a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act. Please be advised that we may also obtain an investigative consumer report including information as to your character, general reputation, personal characteristics, and mode of living. This information may be obtained by contacting your present and previous employers or references supplied by you. Please be advised that you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the information requested. Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. _ 1681 et seq. is available at the Federal Trade Commission's web site (http://www.ftc.gov).</p>
<p>Authorization for Release of Information</p>	<p>By signing below, I hereby authorize all entities having information about me, including, present and former employees, criminal justice agencies, departments of motor vehicles, schools, and credit reporting agencies, to release such information to Transamerica Life Insurance Company. This release and authorization shall remain valid and in effect during the term of my appointment/ contract. Transamerica Life Insurance Company reserves the right to run subsequent consumer reports and/or Investigative consumer reports on an as-needed basis.</p> <p>If this form is sent to Transamerica Life by facsimile machine (fax), the undersigned adopts the document received by Transamerica Life as a duplicate original and adopts the signature produced by the receiving fax machine as the undersigned's original signature.</p> <p>For Maine and New York Applicants Only – Upon request, you will be informed whether or not a consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report. Maine residents will be provided a copy of your rights under the Maine Fair Credit Reporting Act.</p> <p>For Washington Applicants Only – The consumer reporting agency which furnished the report is Business Information Group, P.O. Box 286, Marlton, NJ 08053; for consumer compliance officer contact 800-260-1680.</p> <p>For California, Minnesota, and Oklahoma Applicants Only – A consumer credit report will be obtained through Business Information Group, P.O. Box 286, Marlton, NJ, 08053. If a consumer credit report is obtained, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.</p> <p>Yes _____ No _____ Initials Initials</p> <p>If an investigative consumer report and/or consumer report is processed, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy. Yes _____ No _____ Initials Initials</p> <p><i>*California applicants: If you chose to receive a copy of the consumer report, it will be sent within three (3) days of the employer receiving a copy of the consumer report and you will receive a copy of the investigative consumer report within seven (7) days of the employer's receipt of the report (unless you elected not to get a copy of the report).</i></p> <p>SIGNATURE OF APPLICANT <u>X</u> _____</p> <p>Date <u>X</u> _____</p> <p>Applicant's Full Name _____</p> <p>Date of Birth _____ Social Security # _____</p> <p>Current Residence Address _____</p> <p>_____</p> <p>_____</p> <p><i>* Date of birth required for background investigation purposes only, and will be used for no other purpose.</i></p>



**Resident and Non-Resident
Appointment Request**

Please appoint in the following states indicated. I understand the company will pay my resident fee. I have enclosed a check for the fees for any non-resident appointments and a copy of my current license(s).

R	NR	State		R	NR	State	
<input type="radio"/>	<input type="radio"/>	Alabama	\$30	<input type="radio"/>	<input type="radio"/>	Montana	N/C
<input type="radio"/>	<input type="radio"/>	Florida	\$60	<input type="radio"/>	<input type="radio"/>	Ohio	\$20
<input type="radio"/>	<input type="radio"/>	Georgia	\$18	<input type="radio"/>	<input type="radio"/>	Pennsylvania	\$15
<input type="radio"/>	<input type="radio"/>	Kansas	\$5	<input type="radio"/>	<input type="radio"/>	Texas	\$10
<input type="radio"/>	<input type="radio"/>	Kentucky/Kentucky Agcy	\$50/\$120	<input type="radio"/>	<input type="radio"/>	Vermont	\$60
<input type="radio"/>	<input type="radio"/>	Louisiana	\$20	<input type="radio"/>	<input type="radio"/>	Washington	\$20
<input type="radio"/>	<input type="radio"/>	Missouri	N/A	<input type="radio"/>	<input type="radio"/>	Wisconsin	\$50

By **X** _____
(Signature)

Just In Time Solicitation States

**The following will only be appointed at the time business is submitted.
We will invoice you at the time for the fees or charge your account if funds are available.**

Alaska - N/C	Maine - \$70	North Dakota - \$10
Arizona - N/C	Maryland - N/C	Oklahoma - \$55
Arkansas - \$60	Massachusetts - \$75	Oregon - N/C
California - \$23	Michigan - \$5	Rhode Island - N/C
Colorado - N/C	Minnesota - \$10	South Carolina - N/C
Connecticut - \$20	Mississippi - \$25	South Dakota - \$20
Delaware - \$25	Nebraska - \$8	Tennessee - \$15
DC - \$25	Nevada - \$15	Utah - N/C
Hawaii - N/C	New Hampshire - \$25	Virginia - \$12
Idaho - N/C	New Jersey - \$25	West Virginia - \$25
Illinois - N/C	New Mexico - \$20	Wisconsin - \$24
Indiana - N/C	New York - N/C	Wyoming - \$15
Iowa - \$5	North Carolina - \$10	



STATE OF FLORIDA
COUNTY APPOINTMENT CHECKLIST
Please Complete This Checklist and Return with Paperwork

Applicant's Name: _____

Using the list below, please select the counties in which you wish to be appointed:

[*Check payable to Transamerica Life Insurance Company must accompany application for appointment in FL as a non-resident state. The fee is six dollars (\$6) per county]

- | | |
|--|---|
| <input type="checkbox"/> 11 Alachua County - Gainesville | <input type="checkbox"/> 62 Lafayette County - Mayo |
| <input type="checkbox"/> 52 Baker County - Macclenny | <input type="checkbox"/> 18 Lee County - Fort Myers |
| <input type="checkbox"/> 23 Bay County - Panama City | <input type="checkbox"/> 13 Leon County - Tallahassee |
| <input type="checkbox"/> 45 Bradford County - Starke | <input type="checkbox"/> 39 Levy County - Bronson |
| <input type="checkbox"/> 19 Brevard County - Titusville | <input type="checkbox"/> 67 Liberty County - Bristol |
| <input type="checkbox"/> 10 Broward County - Fort Lauderdale | <input type="checkbox"/> 35 Madison County - Madison |
| <input type="checkbox"/> 58 Calhoun County - Blountstown | <input type="checkbox"/> 15 Manatee County - Bradenton |
| <input type="checkbox"/> 53 Charlotte County - Punta Gorda | <input type="checkbox"/> 14 Marion County - Ocala |
| <input type="checkbox"/> 47 Citrus County - Inverness | <input type="checkbox"/> 42 Martin County - Stuart |
| <input type="checkbox"/> 48 Clay County - Green Cove Springs | <input type="checkbox"/> 38 Monroe County - Key West |
| <input type="checkbox"/> 64 Collier County - East Naples | <input type="checkbox"/> 41 Nassau County - Fernandina Beach |
| <input type="checkbox"/> 29 Columbia County - Lake City | <input type="checkbox"/> 43 Okaloosa County - Crestview |
| <input type="checkbox"/> 01 Dade County - Miami | <input type="checkbox"/> 57 Okeechobee County - Okeechobee |
| <input type="checkbox"/> 34 Desoto County - Arcadia | <input type="checkbox"/> 07 Orange County - Orlando |
| <input type="checkbox"/> 54 Dixie County - Cross City | <input type="checkbox"/> 26 Osceola County - Kissimmee |
| <input type="checkbox"/> 02 Duval County - Jacksonville | <input type="checkbox"/> 06 Palm Beach County - West Palm Beach |
| <input type="checkbox"/> 09 Escambia County - Pensacola | <input type="checkbox"/> 28 Pasco County - Dade City |
| <input type="checkbox"/> 61 Flagler County - Bunnell | <input type="checkbox"/> 04 Pinellas County - Clearwater |
| <input type="checkbox"/> 59 Franklin County - Apalachicola | <input type="checkbox"/> 05 Polk County - Bartow |
| <input type="checkbox"/> 21 Gadsden County - Quincy | <input type="checkbox"/> 22 Putnam County - Palatka |
| <input type="checkbox"/> 55 Gilderchrist County - Trenton | <input type="checkbox"/> 20 Saint Johns County - St. Augustine |
| <input type="checkbox"/> 60 Glades County - Moore Haven | <input type="checkbox"/> 24 Saint Lucie County - Fort Pierce |
| <input type="checkbox"/> 66 Gulf County - Port Saint Joe | <input type="checkbox"/> 33 Santa Rosa County - Milton |
| <input type="checkbox"/> 56 Hamilton County - Jasper | <input type="checkbox"/> 16 Sarasota County - Sarasota |
| <input type="checkbox"/> 30 Hardee County - Wauchula | <input type="checkbox"/> 17 Seminole County - Sanford |
| <input type="checkbox"/> 49 Hendry County - La Belle | <input type="checkbox"/> 44 Sumter County - Bushnell |
| <input type="checkbox"/> 40 Herdando County - Brooksville | <input type="checkbox"/> 31 Suwannee County - Live Oak |
| <input type="checkbox"/> 27 Highlands County - Sebring | <input type="checkbox"/> 37 Taylor County - Perry |
| <input type="checkbox"/> 03 Hillsborough County - Tampa | <input type="checkbox"/> 63 Union County - Lake Butler |
| <input type="checkbox"/> 51 Holmes County - Bonifay | <input type="checkbox"/> 08 Volusia County - Deland |
| <input type="checkbox"/> 32 Indian River County - Vero Beach | <input type="checkbox"/> 65 Wakulla County - Crawfordville |
| <input type="checkbox"/> 25 Jackson County - Marianna | <input type="checkbox"/> 36 Walton County - De Funiak Springs |
| <input type="checkbox"/> 46 Jefferson County - Monticello | <input type="checkbox"/> 50 Washington County - Chipley |
| <input type="checkbox"/> 12 Lake County - Tavares | |

LICENSED-ONLY AGENT APPOINTMENT AGREEMENT
(For Agents of Money Concepts International)

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.

<p>TRANSAMERICA LIFE INSURANCE COMPANY - LONG TERM CARE DIVISION</p> <p>By: _____ Carroll S. Golden, Senior VP Marketing and Sales</p> <p>LOA # Assigned: _____</p>	<p>MANAGING AGENT: <u>Money Concepts International</u> <i>[insert legal name of Managing Agent]</i></p> <p>By: _____ <i>Mary T. Walsh</i> <i>[signature]</i></p> <p>Printed Name: <u>Mary T. Walsh</u></p> <p>Title: <u>Senior Vice President, Compliance officer</u></p> <p>Agent #: <u>598038</u></p>
<p>LICENSED-ONLY AGENT:</p> <p>_____ <i>[insert legal name of LOA]</i></p> <p>X By: _____ <i>[signature]</i></p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p>	