



Providing Quality Brokerage Products To Shelter Since 1996

Anthem BCBS Missouri Contracting Instructions

(PLEASE FOLLOW CAREFULLY)

1. Please print the following contract, and completely fill out all its pages.
2. Make a copy of your CURRENT insurance license.
3. Obtain a copy of your E&O from Bea Hill at your home office. You may contact her at 573-214-6919, or email at bhill@shelterinsurance.com.
4. Please fax all of the below directly to Gateway Insurance Marketing
 - Completed, entire contract
 - A copy of your current insurance license
 - A copy of your E&O obtained from Bea Hill

FAX TO:

Gateway Insurance Marketing
Attn: Anthem BCBS Missouri Contracting
800-553-6440

If you have any questions about this process, or Anthem BCBS Missouri products, please call Gateway at 800-979-6711, or send email to damiengs@ipa.net.

Thanks,

Gateway Insurance Marketing Team

**EXHIBIT A
PRODUCER PARTICIPATION AGREEMENT**

THIS PRODUCER PARTICIPATION AGREEMENT (this "Agreement") is made by and between the undersigned "entity producer" shown on the signature page hereof ("Entity Producer") and the undersigned "individual producer" shown on the signature page hereof ("Individual Producer") as of the date entered on such signature page.

NOW, THEREFORE, in consideration of Individual Producer's continued relationship with Entity Producer and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following.

**1. INDIVIDUAL PRODUCER'S
RESPONSIBILITIES**

Individual Producer agrees to abide by and comply with the agreements, representations, warranties, acknowledgements, certifications, terms and conditions described in that certain Business Entity Insurance Producer Agreement between RightCHOICE Managed Care, Inc. ("RightCHOICE") and Entity Producer, as the same has been and may be amended from time to time hereafter (the "Entity Producer Agreement") and agrees to fulfill all of the duties, responsibilities and obligations imposed on Entity Producer and an "Individual Producer" (as defined in the Entity Producer Agreement) under the Entity Producer Agreement. Without limiting the foregoing, the Individual Producer hereby agrees to provide and fulfill the following services and responsibilities:

- a. solicit and negotiate applications and "Policies" (as defined in the Entity Producer Agreement) and forward the applications to Entity Producer prior to the effective dates and within the time frame prescribed by RightCHOICE;
- b. ensure that he or she is properly licensed in Missouri to sell, solicit, negotiate, continue, service and renew applications and Policies in the "Service Area" (as defined in the Entity Producer Agreement) and to immediately notify Entity Producer, in writing, upon any change in status of his or her license, address or telephone number. Individual Producer must provide Entity Producer with a current copy of his or her producer's license(s);
- c. provide assistance to "Policyholders" (as defined in the Entity Producer Agreement), which includes, among other things, taking actions to maintain and service the Policies in effect, as required and described in the "Producer Documents" (as defined in the Entity Producer Agreement);
- d. prepare all submissions in accordance with the policies and procedures established by RightCHOICE pertaining to the negotiation, continuation or renewal of certain products offered by "RightCHOICE Affiliates" (as defined in the Entity

Producer Agreement). A copy or summary of RightCHOICE's policies and procedures, will, upon

Individual Producer's reasonable written request, be provided to the Individual Producer;

e. maintain all accounts, ledgers, correspondence, records, books, papers and other documents related to this Agreement and required by Entity Producer and RightCHOICE and as required under applicable laws and regulations. These accounts, ledgers, correspondence, records, books, papers and other documents together with all supplies furnished to the Individual Producer shall be and remain the property of RightCHOICE and shall be subject to examination, copying (at no charge) and/or possession at any time by Entity Producer, RightCHOICE and their authorized representatives;

f. deliver Policies promptly, when required. Any Policies that are not delivered within a reasonable time after the date mailed from RightCHOICE shall be immediately returned by the applicable Individual Producer to RightCHOICE for cancellation or consideration for reissue;

g. remit to Entity Producer or RightCHOICE all initial premiums collected or received by Individual Producer immediately upon receipt. Individual Producer shall cooperate and assist Entity Producer and RightCHOICE in the collection of any and all premiums as requested by Entity Producer or RightCHOICE;

h. ensure that all applications, and other documents required by the Entity Producer and RightCHOICE, are complete and ready for processing prior to submitting the documents to the Entity Producer or RightCHOICE;

i. adhere strictly to all RightCHOICE policies and procedures, as described in the Producer Documents, and observe and comply with all applicable insurance laws and regulations;

j. reimburse the Entity Producer promptly for overpaid commissions, bonuses, service fees, incentives or other compensation. Individual Producer's responsibility for his/her indebtedness

shall survive any termination of this Agreement. The Entity Producer or RightCHOICE may proceed with collection at any time, in accordance with applicable law;

k. cooperate with and assist the Entity Producer and RightCHOICE in investigating or responding to orders, inquiries or requests from regulatory agencies, courts or other compulsory legal process;

l. solicit and negotiate insurance, and service the Policies in effect, with the requisite skill, expertise and experience expected of a prudent producer acting in a like capacity and having the same level of insurance knowledge;

m. perform the responsibilities of the Individual Producer specified in the Entity Producer Agreement and this Agreement with the highest ethical and professional standards;

n. submit any applications to the Entity Producer. If Individual Producer decides not to submit applications through the Entity Producer, Individual Producer will advise Entity Producer, in writing. Any commissions, bonuses, service fees, incentives or other compensation earned by an Individual Producer through the Entity Producer, cannot be transferred to another Entity Producer or directly to Individual Producer without a written release executed by the owner or principal of the Entity Producer;

o. meet the minimum production and service requirements for Individual Producers as established by RightCHOICE;

p. abide by the policies and procedures established by RightCHOICE. In the event of any dispute regarding the interpretation of RightCHOICE's policies and procedures, as described in the Producer Documents, Individual Producer acknowledges that RightCHOICE, in its sole discretion, will resolve any such dispute; and

q. use any proprietary and confidential information received from Entity Producer or RightCHOICE solely for the purposes of soliciting Policies pursuant to this Agreement.

2. COMPENSATION

Individual Producer hereby authorizes Entity Producer to receive from RightCHOICE all compensation due the Individual Producer in connection with the Policies and this Agreement. Individual Producer acknowledges that RightCHOICE establishes, and may amend, change or terminate commissions, bonuses, service fees, incentives or other compensation in accordance with the Entity Producer Agreement.

3. TERM AND TERMINATION

This Agreement is effective January 1, 2003, and shall continue in effect for one (1) year unless sooner terminated as provided hereinafter. This Agreement shall automatically renew from year to year thereafter unless this Agreement is sooner terminated as provided hereinafter.

a. Subject to Section 3(b) below, this Agreement may be terminated as follows:

- (1) Entity Producer or the Individual Producer may terminate this Agreement by giving the other party at least thirty (30) days written notice prior to the effective date of such termination;
- (2) this Agreement may be terminated by Entity Producer upon written notice to the Individual Producer upon the termination of the Entity Producer's appointment or the Individual Producer's appointment with RightCHOICE or any of the RightCHOICE Affiliates; and
- (3) termination of the Entity Producer Agreement, for whatever reason, shall automatically terminate this Agreement.

b. Sections 1, 2, 4 through 11 and Section 13 of this Agreement shall survive the termination of this Agreement and shall continue in full force and effect from and after the date of any such termination. In the event of termination, the affected Individual Producer shall return to Entity Producer and/or RightCHOICE all materials provided to Individual Producer by the Entity Producer or RightCHOICE and Individual Producer's accounts, ledgers, correspondence, records, books, papers and other documents pertaining to this Agreement shall continue to be available for inspection by Entity Producer, RightCHOICE, or their authorized representatives.

4. NO EMPLOYEE RELATIONSHIP

Individual Producer and any employees and representatives of Individual Producer shall not be deemed employees, agents or representatives of RightCHOICE or any of the RightCHOICE Affiliates. Individual Producer and his or her employees and representatives shall clearly state to and advise all persons with whom they deal in connection with this Agreement that they are independent of and not part of RightCHOICE or any of the RightCHOICE Affiliates.

Individual Producer hereby expressly acknowledges his or her understanding that the Entity Producer Agreement constitutes a contract between Entity

Producer and RightCHOICE, for the benefit of the Entity Producer, RightCHOICE and the RightCHOICE Affiliates, that RightCHOICE and certain of the RightCHOICE Affiliates are independent entities operating under licenses from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield plans, permitting RightCHOICE and certain of the RightCHOICE Affiliates to use Blue Cross and Blue Shield service marks in a portion of the State of Missouri, and that RightCHOICE does not contract as the agent of the Blue Cross and Blue Shield Association. Individual Producer further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person, other than Entity Producer and that no person, entity or organization, other than Entity Producer, shall be held accountable or liable to Individual Producer for any of Entity Producer's obligations to the Individual Producer created under this Agreement. This provision does not create any additional obligations whatsoever on the part of Entity Producer other than those obligations created under other provisions of this Agreement.

5. INDEBTEDNESS

Individual Producer shall promptly repay Entity Producer or RightCHOICE, as applicable, for any indebtedness (including, but not limited to, any overpayment of commissions, bonuses, service fees, incentives or other compensation) due from Individual Producer. Individual Producer acknowledges that Entity Producer or RightCHOICE may, at any time, deduct such indebtedness from any money due Individual Producer, together with interest by the legal rate and any reasonable collection costs.

6. REMITTANCES

Individual Producer is responsible for any money received or collected on behalf of RightCHOICE, whether by Individual Producer or other employees or representatives of Individual Producer. Until remitted in full to RightCHOICE, all such money shall be held by Individual Producer in a fiduciary capacity and a separate account or other appropriate method satisfactory to RightCHOICE for determining which funds are received or collected on behalf of RightCHOICE.

7. APPLICABLE LAW

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

8. NOTICE

Any notice required or permitted to be given hereunder shall be deemed to have been given when such written notice has been personally delivered or deposited in the United States mail, postage paid,

addressed to the party's address shown on the signature page hereof or to any substitute address hereinafter given by one party here to the other party by written notice in accord with this Section.

9. ASSIGNMENT

This Agreement may not be assigned or delegated by either party without the other party's prior written consent.

10. NONWAIVER

The failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such terms, covenants or conditions or any different terms, covenant or conditions in this Agreement.

11. ENTIRE AGREEMENT

All prior or concurrent agreements, promises, negotiations or representations either oral or written, between Entity Producer and the Individual Producer, and/or between Individual Producer and RightCHOICE or a RightCHOICE Affiliate relating to the subject matter hereof, which are not expressly set forth in this Agreement, shall be of no force or effect. This Agreement constitutes the entire Agreement between the Entity Producer and Individual Producer, relating to the business covered by this Agreement. This Agreement supersedes and replaces any previous agreements between Individual Producer and the Entity Producer and/or between Individual Producer and RightCHOICE or a RightCHOICE Affiliate in effect as of the effective date of this Agreement, and relating to subject matter hereof. No oral promises or representations by either party shall be binding.

12. AMENDMENT

Except as provided in this Section 12, this Agreement may only be amended by mutual written agreement of the parties. This Agreement will be automatically amended to incorporate any modification of the Entity Producer Agreement unless otherwise provided by Entity Producer.

13. THIRD PARTY BENEFICIARY

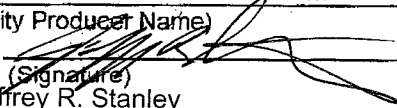
Individual Producer acknowledges and agrees that this Agreement is primarily for the benefit of RightCHOICE and certain RightCHOICE Affiliates, and as such, RightCHOICE and certain RightCHOICE Affiliates are a third party beneficiaries of this Agreement. Individual Producer hereby authorizes Entity Producer to deliver a fully-executed copy of this Agreement to RightCHOICE.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the dates set forth beneath their respective signatures.

By signing this Producer Participation Agreement, the undersigned signatory for the Individual Producer acknowledges that by affiliating with the Entity Producer specified in the signature block of this form, he or she will be subject to terms of the Entity Producer Agreement executed between RightCHOICE and Entity Producer, including all

attachments and exhibits attached thereto, and hereby certifies that he or she has not been convicted of a felony involving insurance fraud or dishonesty, and that, to the best of his or her knowledge, information and belief, no present officer, director, principal, independent contractor, employee of the Individual Producer has been convicted of a felony involving insurance fraud, dishonesty or breach of trust.

ENTITY PRODUCER

Gateway Insurance Marketing, Inc
(Entity Producer Name)
By: 
(Signature)
Jeffrey R. Stanley
(Name printed) President
(Title)
(Entity Producer Name)
43-1617113
(Federal Taxpayer Identification #)
PO Box 550
(Entity Producer address)
Stockton, MO 65785
(Entity Producer city/state/zip)
(Date)
417-276-4400
(Area Code) Telephone Number
707-371-2311
(Telefax number) gatewayi@ipa.net
(E-mail address)

INDIVIDUAL PRODUCER

(Signature)

(Name printed)

(Individual Producer Social Security Number)

(Individual Producer mailing address)

(Individual Producer city/state/zip)

(Date)

(Area Code) Telephone Number

(Telefax number)

(E-mail address)

Personal Data Sheet

Instructions:

1. Complete all sections of the Personal Data Sheet. A form will need to be completed for each individual or corporation who will receive commissions.
2. Attach a copy of your current resident license. Attach a copy of any non-resident license in which you are requesting appointment. If commissions are to be paid to a corporation, include a copy of both the individual and corporate license.
3. Send completed Personal Data Sheet, state required form, if any, and copy of current license to appropriate Anthem affiliate.

For Office Use Only			
Producer number		Other	
Applicant Information			
Agent name		Social Security number	Date of birth
Business address		City	State ZIP code
Business county	Business Phone Number (include area code)	Business fax number (include area code)	
Resident address		City	State ZIP code
Email address	Resident County	Resident phone (include area code)	
Currently licensed to sell life business? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, list resident state	
1. Have you ever been known by any name other than that noted as agent name? <i>If yes, please list on back of this form.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Is your primary source of income from Life & Health Insurance Sales? <i>If no, explain on back of this form.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Are you now working full time in the insurance business?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Have you ever been fined, censured or reprimanded by any insurance regulatory body? <i>If yes, explain fully, including the date, state and nature of the infraction on the back of this form.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Has your agent license ever been suspended or revoked by any insurance regulatory body? <i>If yes, explain fully, including the date, state and why on the back of this form.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
6. Have you ever been named as party to a lawsuit as a result of a policy of insurance you sold or has any company you sold been named in a lawsuit as a result of a policy you sold? <i>If yes, give complete details, including the outcome of the suit on the back of this form.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
7. Has a customer ever filed a complaint against you with any insurance regulatory body? <i>If yes, please list state, nature of complaint and the eventual outcome on the back of this form.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
8. Have you ever been required to submit a statement to any insurance regulatory body or any insurance company regarding your sale of insurance to a particular individual? <i>If yes, how many times _____ List details on the back of this form</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
9. How many years have you been in the insurance business? _____			
10. Have you ever filed for or been declared bankrupt or insolvent, either personally or in business? <i>If yes, please list date and explanation on the back of this form.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
11. Have you ever been convicted of a crime under 18 U.S.C. 1033?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
12. Have you ever been convicted of a felony or misdemeanor under any other federal law?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
13. Have you ever been convicted of a felony or misdemeanor in any state court?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
14. <i>Do you carry an Errors & Omissions Policy?</i> If yes, list policy number _____ Carrier's name and phone number _____ Limit of Liability: Per occurrence _____ Per Aggregate _____		<input type="checkbox"/> Yes <input type="checkbox"/> No	
15. Does any insurance company claim you owe any balance of commissions or premium? <i>If yes, list the companies and the amounts _____</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
If commissions are to be paid to a firm or corporation, please complete the information below. (Also complete a PDS for the principal officer.)			
Corporation name Gateway Insurance Marketing, Inc			
IRS number 43-1617113		Is the corporation currently licensed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, attach a copy of the license.</i>	
IMPORTANT NOTICE TO APPLICANT: You MUST sign and date this notice prior to appointment approval.			
I agree to comply with all the regulations of Anthem Health Plans of Kentucky, Inc.; Anthem Insurance Companies, Inc.; Community Insurance Company, Inc.; Anthem Life Insurance Companies, and the state Insurance Departments. In compliance with Section 91-508 of the Fair Credit Reporting Act, it is my understanding that Anthem will run a routine inspection to provide information concerning my general reputation, personal characteristics and mode of living in connection with my application to act as one of their representatives. This report may be obtained through personal interviews with third parties such as family members, business associates, financial resources, friends, neighbors or others that I am associated with.			
I certify that I have read and understand the above information and all answers to the above questions are true and correct.			
Signature of applicant			Date

Additional Information Please provide information as to your employment and/or companies represented during the last five (5) year period. Begin with the current or most recent employer and chronologically cover the past five (5) year period. If additional space is needed, please use the blank space provided on this form.

Employer Name		Address		
City	State	ZIP Code	Phone Number (<i>include area code</i>)	
Dates of employment From: _____ To: _____		Position(s) held		
Employer Name		Address		
City	State	ZIP Code	Phone Number (<i>include area code</i>)	
Dates of employment From: _____ To: _____		Position(s) held		
Employer Name		Address		
City	State	ZIP Code	Phone Number (<i>include area code</i>)	
Dates of employment From: _____ To: _____		Position(s) held		
Employer Name		Address		
City	State	ZIP Code	Phone Number (<i>include area code</i>)	
Dates of employment From: _____ To: _____		Position(s) held		
Employer Name		Address		
City	State	ZIP Code	Phone Number (<i>include area code</i>)	

List other companies you currently represent.

Name	Address	City	State	ZIP Code
Name	Address	City	State	ZIP Code
Name	Address	City	State	ZIP Code
Name	Address	City	State	ZIP Code

Space for explanation of questions 1 – 15.

Assignment of Commissions (Applicable states only)

I, _____, do hereby request that any and all commissions due and owing to me from Anthem Blue Cross and Blue Shield be paid to Gateway Insurance Marketing, Inc of 11330 E Hwy 32, Stockton, MO 65785.
Name of Agency Address

Signature of agent	Date
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FOR COMMUNITY INSURANCE COMPANY REQUESTS ONLY

The undersigned Anthem Blue Cross and Blue Shield (CIC) or General Agent attest to the competency and trustworthiness of the above agent/agency. The undersigned has reviewed the attached application(s) for licensing/appointment from the above and attests to its truthfulness. A copy of the agent/agency Ohio license is attached.

Signature of Account Executive or General Agent	Date
--	-------------

If Individual Markets Agent/Broker, the General Agent must complete the following information

GA code SB552	PA code
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Broker's Contract



THIS AGREEMENT, by and between Anthem Life Insurance Company (hereinafter called Company) with its Administrative Offices in Worthington, Ohio and

NAME _____

BUSINESS ADDRESS _____

(street)

(city)

(state)

(zip)

(hereinafter call Broker).

WITNESSETH, that consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. TERRITORY-- The Broker is authorized to solicit business in the following territory, but said territory is not assigned exclusively to him/her: all states where Broker and Company are licensed. The Company may, without affecting this contract, appoint other Brokers/Agents in the territory designated herein. It also retains the right to make changes in the territory or to withdraw at any time.

2. RELATIONSHIP -- Solicitation by the Broker hereunder shall be limited to those policies set forth in the Commission Supplement(s) attached to and made a part of this contract and/or to those other plans offered by the Company from time to time and for which Broker is provided additional or revised Commission Supplements. The Broker shall not engage in any solicitation hereunder until and unless he/she is properly licensed by law and also has all other approvals required for the solicitation of any product.

The Broker shall be free to exercise his/her own judgement as to persons solicited and the time and place of solicitation, but the Company may from time to time prescribe rules respecting conduct of the business covered hereby, not interfering with such freedom of action of the Broker, which rules shall be observed and conformed to by the Broker. The Broker shall at all times be deemed an independent contractor and understands that there is no contractual relationship with the Company other than through this contract, and he/she shall refrain from holding himself/herself out as an employee, partner, joint venturer, or associate of the Company, and nothing contained herein shall be construed to create such a relationship.

3. MONIES HELD IN TRUST/BOND-- All monies the Broker receives or collects for or on behalf of the Company (or its insurance carriers) shall be held in a fiduciary capacity for its benefit, and shall be immediately forwarded to the Company. The Broker is not authorized to endorse or cash checks, drafts, or money orders made payable to the Company. The Company reserves the right to require surety bonds satisfactory to the Company. Errors and omissions coverage is required. The level of coverage will be set by the Company.

4. RESPONSIBILITY AND AUTHORITY

(a) The Broker shall have no authority to change, omit, add to, or waive any question, statement or answer on any application for life insurance, and shall have no authority to change omit, add

to, waive or discharge any provision of the policy of insurance issued by the Company; to waive forfeitures, extend time of premium payments, quote rates other than those published by the Company, or to obligate or bind the Company in any way not specifically authorized by this contract or in writing by the President or Vice President of the Company.

(b) The Broker shall be responsible to the Company for all monies and materials received for or on behalf of the Company and will immediately turn over to the Company or its authorized agent all such monies received, including those paid at the time any application for insurance is written. Promissory notes are not acceptable for monies payable to the Company.

(c) The Broker shall indemnify and save the Company harmless from any and all expenses, costs, causes of action and damages, including attorney's fees, resulting from or growing out of unauthorized acts or transactions of the Broker and/or persons employed by or contracting with the Broker.

(d) The Broker shall not deliver any policy except where coverage has been provided under a conditional receipt and the policy was issued as applied for, unless all insureds thereunder (and the premium payor if a Payor Benefit is included) are in good health and have been approved by the Company at the time of delivery of said policy and unless the first premium for the same has been fully paid.

(e) The Broker shall not publish, distribute or circulate advertising of any character on behalf of the Company or the Broker (if it involves Company products) without prior written consent of the Company. The term "advertising" shall include all forms of communication by any medium including, but not limited to print, radio, television, billboards, direct mail, booklets, leaflets, business cards and stationery.

(f) The Broker will not fix liability on the Company for licenses or taxes of any type whatsoever.

5. GENERAL PROVISIONS

(a) The Company will have the full authority to act or not to act on any application submitted. No right of action against the Company by the Broker will arise because of refusal, delay or postponement by the Company, for any reason, to issue a policy on any application submitted by the Broker.

(b) The Company may prescribe the form, plan and character of policies for which applications may be solicited and may from time to time change or discontinue any form, plan or character of policy now or hereafter in use.

(c) The Broker shall bear all the expenses incurred in the performance of this contract and shall receive as full compensation from the Company the applicable commissions on first year and renewal premiums received by the Company on policies issued on applications obtained by the Broker under the authority of this contract and accepted by the Company, as set forth in the Commission Supplement(s) made a part of this contract and any subsequent amendments and/or additions thereto.

(d) If the Company shall return the premiums on a policy or any portion of such premium for any cause, the Broker shall repay to the Company, on demand, the amount of commissions received on account of such policy or premium.

(e) The Company may at any time offset against any commissions, renewals, service fees, bonuses, or any other remuneration accrued or to accrue to the Broker, any debt or amounts due to the Company for any reason, including those

arising from transactions under this contract. This right shall survive this contract.

(f) The Company reserves the right to revise the terms of this contract, including commissions as set forth in the Commission Supplement(s) on any one or all of the policies at any time it deems such revision advisable, but such revision(s) with respect to commissions will apply only to insurance thereafter issued.

(g) This contract will be the sole and only contract between the Broker and the Company and any changes, interlineations, modifications made, or amendments will be invalid unless signed and dated by the President or a Vice President of the Company.

(h) Failure of the Company to enforce or insist upon any of the provisions of this contract in any instance(s) will not be construed as a waiver of its rights to enforce or insist upon such provisions either currently or in the future.

(i) If any provision of this contract is found to be illegal or otherwise unenforceable, the remainder of this contract shall not be affected and shall remain fully enforceable.

(j) This contract is not transferable. No rights or interest arising therefrom will be subject to assignment except with prior written consent of the Company.

(k) Commissions, if any, will be determined and payable by the company in any and all of these cases: change in plans, classified risks, reinsured policies, family benefits and term conversions. No commissions, including first year and renewal commissions, shall be payable and no commissions will accrue thereafter, if Broker's license or appointment has been suspended, revoked, expired, terminated, or otherwise becomes inactive.

(l) Neither first year commissions, renewal commissions, bonuses, nor service fees will be payable on any premium until such premium is actually paid and accepted by the Company at its Office in Columbus, Ohio.

(m) The Company will from time to time, at its option, offer new plans of insurance not listed in the Commission Supplement(s) of this contract, which will be included under this contract and may be sold by the Broker. The commission rates applicable to such policies will be announced by the Company by letter addressed to the Broker at the time such policies are introduced, and the Broker agrees to be bound by such commissions as specified by the Company by amendment and/or additions to the Commission Supplement(s) of this contract.

(n) Remittances -- the Broker shall return to the Company promptly all new individual policies entrusted to him/her for delivery which have not been placed within the period described by the Company. He/she shall deposit with the Company together with the application, the premiums in full on all prepaid applications for insurance, and on all non-prepaid cases shall pay or remit to the Company the premiums immediately upon delivery of the policy. All monies or other property received or collected for or on behalf of the Company by the Broker, or his/her employees, or those persons contracted with the Broker, shall be remitted immediately to the Company.

(o) Broker guarantees and agrees to pay broker's indebtedness to Company as may be charged from time to time to Broker's account(s). Further, Broker agrees that the failure to perform Company duties and obligations under Broker's contracts or the exercise or waiver of any one or more of Company rights under Broker's contracts, without notice to Broker, will not affect, impair, discharge or release this guarantee. The term "broker's

indebtedness" means the individual or aggregate indebtedness of a broker or brokers, or any person under contract with the Broker (as shown in Company books and records).

Prior to charging the broker's indebtedness to Broker's account(s), Company will terminate such broker's contract and make written demand upon the broker for payment of such indebtedness. Thereafter, if the broker fails to pay such indebtedness, Company will charge it to Broker's account.

Upon full payment to Company of broker's indebtedness charged to Broker's account(s), Broker will be subrogated to Company's rights under broker's contracts to collect broker's indebtedness.

(p) Broker shall be responsible for ensuring, and hereby certifies, that the backgrounds of all agents have been thoroughly checked and that Broker and all its agents comply with all applicable federal laws, including without limitation laws, relating to confidentiality, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Violent Crime Control And Law Enforcement Act of 1994, and with all applicable state laws. Further, Broker shall comply with all applicable current policies and guidelines of Company including, without limitation, policies relating to broker compensation and reporting, electronic commerce, confidentiality and account reporting.

6. TERMINATION

(a) This agreement will automatically terminate upon the death of the Broker or upon the permanent or prolonged disability of the Broker as judged by the Company or upon the discontinuance of the Company to operate in the market or territory of the Broker or upon the appointment of a receiver for the estate of the Broker or if the Broker shall be adjudicated as bankrupt.

(b) This agreement may be terminated immediately if the Broker, as judged by the Company, fails to maintain any books and records requested by the Company or fails to have all such book and records open for inspection at all reasonable times, fails to hold all monies in trust for the Company and account for, deposit, and pay over to the Company all such monies as directed by the Company, or fails to comply with the laws and regulations of the countries, states, and territories in which he/she is authorized to do business, or is involved in fraud or any type of discreditable conduct or violates any other provisions of this contract.

(c) This agreement may be terminated at any time by either party on 30 days written notice via certified mail to the last known address of the other party.

(d) Upon termination, the Broker shall immediately deliver to the Company, or its representative, all rate manuals, policyholder record cards, application forms, letters, written correspondence with policyholders and representatives of the Company, records, sales materials, equipment, and all other supplies and materials connected with, authorized or printed by and belonging to the Company or any of its affiliates.

Termination of appointments as used in this contract shall mean termination of authority either through cancellation of the

appropriate license or registration as required by this paragraph or through termination of this entire contract.

7. FORFEITURE -- At any time while this contract is in effect or after it is terminated, the Broker shall forfeit all remuneration, including commissions, if he/she violates any provisions of this contract, or endeavors to induce any policyholder of the Company to relinquish a policy with the Company.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by each of them on this _____ day of _____, 20____, the contract's effective date.

Executed in duplicate.

(Print Broker's Name)

(Broker's Signature)

Acknowledged, approved, and accepted this _____ day of _____, 20____.

(Signature of Anthem Life Officer)

Daniel Boone Blue Cross and Blue Shield of Missouri Commission Schedule

Individual Producer Commission Schedule

Product	1st Year Commission	Renewal Years
Under Age 65 Products	11.0%	7.0%
Medicare Supplement	7.0%	5.0%
Short Term Medical	25.0%	NA

Group Producer Commission Schedule (Life)

Healthy Alliance Life Insurance Company 10 Percent Downgraded
Commission Schedule Effective 1/1/2003

Annual Premium	1st Year & Renewals
First \$15,000	10.00%
Next \$15,000	7.50%
Next \$20,000	5.00%
Next \$50,000	2.00%
Next \$150,000	1.00%
Over \$250,000	.50%

For groups of 100 or more lives with multiple plans or enhanced life Schedules, the 15% Downgraded commission Schedule applies unless you request an alternative commission schedule and we approve it before formal rate calculations

We will pay a flat 20% commission for sales of voluntary group term life, Short-term disability and long-term disability.

For medical plans offered through Blue Cross and blue Shield of Missouri (such as Alliance, AllianceChoice, AlliancePreferred and BlueCHOICE) and plans that were sold outside the Blue Cross and Blue Shield of Missouri Service Area, we offer the following schedules:

- For groups of 2-99 members, including, HIPAA groups of 2-50, Your commission will be based on the 10 Percent Downgraded Commission Schedule.
- For 100+ groups, the 10 Percent Downgraded Commission Schedule Will apply unless you request a level commission schedule and we Approve it before formal rate calculations.

Group Producer Commission Schedule (Health)

Blue Cross Blue Shield of Missouri 10 Percent Downgraded
Commission Schedule Effective 1/1/2003

Annual Premium	1st Year & Renewals
First \$10,000	10.00%
Next \$15,000	7.50%
Next \$25,000	5.00%
Next \$50,000	2.00%
Next \$150,000	1.00%
Over \$250,000	.50%

For DentaBlue plans, we will pay a flat 10 percent commission for sales to Groups of 2-50 lives. For groups of 51 or more lives, the commission schedule Will be the 10 percent downgraded schedule we use for medical (see above)

Cancellation of a Producer by a Group Account

An account may cancel a producer on the renewal date or on any monthly service date through a written request to Blue Cross and Blue Shield of Missouri. The termination will be effective on the account's first billing date After Blue Cross and Blue Shield of Missouri receives the notification.

A Producer of Record Letter designating a new producer may serve as a cancellation notice for a producer. Blue Cross and Blue Shield of Missouri will contact the account to verify the cancellation.