

## **Senior Market Sales, Inc. - Aetna Medicare**

### **50/50 Co-op Direct Mail Lead Program Participation Agreement**

**THIS AGREEMENT** is entered into between **Senior Market Sales, Inc.**, a Nebraska corporation located at 8420 W Dodge Rd, Suite 510, Omaha, NE 68114, (hereinafter “**SMS**”), and the insurance agent named below who has signed and dated this Agreement (hereinafter “**Agent**”), an independent contractor licensed to sell insurance, and appointed with Aetna to solicit Medicare Advantage and Part D plans by contracting through SMS.

#### **RECITAL:**

SMS and Agent agree to the following terms and conditions with regard to the SMS-Aetna Medicare 50/50 Co-op Direct Mail Lead Program (hereinafter “**Program**”), whereby SMS manages for the benefit of Agent and Aetna the Program wherein Agent mails into Aetna-approved counties in specified Aetna-approved states (see Exhibit A attached hereto); Agent pays 50% and Aetna pays the remaining 50% of the cost of mailing Aetna-approved, generic Medicare Advantage/Part D direct mail solicitations exclusively through the online direct mail service accessible to approved SMS producers who login with Agent ID and Password at SeniorMarketSales.com – Agent’s contribution toward cost of mailings must be paid up-front by MasterCard/Visa/Amex credit card online. After execution of this agreement between SMS and Agent, both parties agree to perform and abide by the respective functions, assignments and responsibilities outlined herein.

#### **TERMS:**

##### **Party Responsibilities:**

##### **SMS**

SMS will provide Agent with access to the online direct mail ordering system and the SMS Lead Advantage system for managing lead responses, both via secure login to SeniorMarketSales.com. SMS will alert Agent by email when a lead from the Agent’s mailing becomes available. SMS will deposit these leads into a secure online database accessible by Agent via Agent Id and Password at SeniorMarketSales.com.

##### **Agent**

Agent agrees: a) to sell only Aetna Medicare plans to all lead prospects provided to Agent in this program; b) to maintain required licenses to sell the insurance for which leads are intended; c) to obtain appointments and/or certifications where required by the insurer, any state, and/or regulatory agency, including the Centers for Medicare

and Medicaid Services; d) to pay 50% of direct mail costs in the Program; e) to mail only in Aetna Medicare core markets; f) to mail a maximum of 2,500 households in this Program; g) to contact lead prospects in a timely manner and to report the status of the sales process online at SeniorMarketSales.com on an ongoing and timely manner using the SMS Lead Advantage System. Agent will make best efforts to watch the pre-recorded online training “webinar” on how to use the SMS Lead Advantage System which includes training on how to disposition leads in Lead Advantage. Live webinar sessions are available from time to time. See “Training and Seminars” section of SeniorMarketSales.com for login/call-in instructions and/or ask your favorite SMS marketer for assistance.

**Use of Leads:**

All leads delivered to Agent by SMS shall be maintained by SMS in the Lead Advantage system. SMS shall provide Agent with exclusive use of leads. However, SMS reserves the right to contact lead prospects at any time for the purpose of customer service follow-up and overall quality control. If, in the sole discretion of SMS, Agent fails to follow-up leads in a timely manner or in any other way behaves inappropriately with regard to any lead prospects or with regard to any person or aspect related to the Program, SMS reserves the right to take possession of leads previously provided to Agent, and/or prohibit Agent from ongoing participation in the Program, terminating this agreement.

**Duration of Agreement:**

The term of this agreement is 12 months and will commence as of the date this agreement is signed (the “effective” date) and will automatically be renewed by both parties in perpetuity unless and until one party gives notice in writing of its desire to terminate, in which case the Agreement is immediately terminated.

**Termination:**

This agreement may be terminated by either party by providing written notification via any of the following methods: email, fax, US mail, delivery service. The agreement is terminated upon receipt of such written notice.

**No Assignment or Delegation:**

Neither party may assign or delegate their responsibilities under this agreement unless written consent is given by the other party.

**Applicable Law:**

This agreement shall be governed by the laws of the state of Nebraska.



## Exhibit A

### Senior Market Sales, Inc. - Aetna Medicare

#### 50/50 Co-op Direct Mail Lead Program Participation Agreement

*Aetna will contribute 50% of the cost of mailings up to 2,500 pieces per agent in core Aetna Medicare Markets by county in these States:*

**CA, CO, GA, IL, MD, NV, NJ, NY, OH, PA, TX**

Aetna Core Market Counties:

CA:Fresno CA:Kern CA:Los Angeles CA:Orange CA:Riverside  
CA:San Bernardino CA:San Diego CA:Ventura

CO:Adams CO:Arapahoe CO:Boulder CO:Broomfield CO:Denver  
CO:Douglas CO:Jefferson

GA:Cherokee GA:Cobb GA:DeKalb GA:Forsyth GA:Gwinnett

IL:Cook

MD:Allegany MD:Anne Arundel MD:Baltimore MD:Baltimore City MD:Calvert  
MD:Caroline MD:Carroll MD:Cecil MD:Charles MD:Dorchester MD:Frederick MD:Garrett  
MD:Harford MD:Howard MD:Kent MD:Montgomery MD:Prince Georges MD:Queen Annes  
MD:Saint Marys MD:Somerset MD:Talbot MD:Washington MD:Wicomico MD:Worcester

NV:Clark

NJ:Atlantic NJ:Bergen NJ:Burlington NJ:Camden NJ:Cumberland NJ:Essex NJ:Gloucester  
NJ:Hudson NJ:Mercer NJ:Middlesex NJ:Monmouth NJ:Morris NJ:Ocean NJ:Passaic  
NJ:Salem NJ:Sussex NJ:Union

NY:Bronx NY:Broome NY:Cayuga NY:Kings NY:Onondaga NY:Oswego NY:Tioga

OH:Cuyahoga OH:Delaware OH:Franklin OH:Hamilton OH:Lucas OH:Summit

PA:Bucks PA:Chester PA:Delaware PA:Montgomery PA:Philadelphia

TX:Bexar TX:Collin TX:Comal TX:Dallas TX:Denton TX:Harris TX:Montgomery  
TX:Tarrant