

**2010 PARTICIPATING AGENT ADDENDUM  
TO THE MASTER AGENT/ BROKER AGREEMENT FOR  
AGENTS/BROKERS/PRODUCERS (Agent Level 4)**

Effective as of the date executed by Coventry Health and Life Insurance Company (“Coventry”) below, the undersigned individual or agency (“Agent”) hereby agrees to be bound by the terms and conditions of the Master Agency/Broker Agreement (the “Agreement”), attached hereto, and the terms and conditions set forth in this Participating Agent Addendum for Agents/Brokers/Producers (Agent Level 4) (“Addendum”). All capitalized terms in this Addendum shall have the meaning ascribed to them in the Agreement.

1. **Commission Schedule.** The commission schedule for 2010 sales of Coventry Medicare Plans is attached to this Addendum as **Schedule A (2010)**. The applicable Plan shall pay Agent the applicable Commission amount set forth in Schedule A (2010), in accordance with the terms and conditions set forth in the Agreement, the Schedule and Coventry’s manuals and guidelines. Agent acknowledges and agrees that Schedule A (2010) supersedes any and all prior written or oral agreements on compensation or commission rates, and that compensation set forth in Schedule A (2010) shall be the sole compensation of Agent for sales of Coventry Medicare Plans with effective dates in 2010. Subject to any CMS limitations or requirements, Coventry may change the Commission amounts and alter any of the terms and conditions this Agreement at any time by providing Agent with written notice.

INTENDING TO BE BOUND, the parties hereto have executed this Participating Agent Addendum as of the date set forth below.

AGENT	COVENTRY HEALTH AND LIFE INSURANCE COMPANY (on behalf of itself and its affiliates)
By: _____ (signature)	By: _____
Print Name: _____	Date: _____
Date: _____	
Name and Address of Agency: _____ _____ _____	

**Schedule A (2010)**  
**Commission Rates and Payment Terms (Agent 4)**

**A. Commission Schedules for Coventry Medicare Plans**

**2010 Commission Rates.** The following are Coventry's Commission rates for 2010 Coventry Medicare Plan sales.

Commission Level	2010 Medicare Advantage CCP				2010 PART D	
	All States (except PA)		PA Only		1 <sup>st</sup> Year	Renewal Years 2-6
	1 <sup>st</sup> Year	Renewal Years 2-6	1 <sup>st</sup> Year	Renewal Years 2-6		
Agent 4	\$403	\$202	\$454	\$227	\$53	\$26

Note that in accordance with CMS rules, certain sales will be only be eligible for 2009 renewal commission rates. Please refer to Coventry's 2009 Commission schedule to see those rates.

**B. Commission Rules**

- Commission Cycle.** Beginning with 2009 sales, all Coventry Medicare Plans will be subject to a six year commission cycle. No commission will be paid beyond the fifth renewal year unless otherwise established by Coventry in writing under this Agreement and in accordance with CMS requirements.
- CMS Requirements Regarding First Year and Renewal Commissions.** Coventry and Agent agree to follow all CMS requirements related to the type of commission (first year vs. renewal) and the number of years for which commissions will be paid for all sales and renewals of Coventry Medicare Plans. No Year 1 commission shall be paid by Coventry unless CMS authorizes Coventry to pay such for a particular sale. In the event of any conflict between this Agreement and this Schedule and the CMS requirements, the CMS requirements shall control. Agent shall have no cause of action against Coventry for any Commission amount that cannot be paid or is recouped by Coventry as a result of CMS requirements.
- CMS Requirements Control Commission Payments and Amounts.** All Coventry commissions payments will be in accordance with CMS regulations and guidelines. The parties agree that if CMS prohibits the payment of a commission or requires the modification of the amount or method of Commission payment under this Agreement, then Coventry may cease paying a Commission or modify a Commission amount or method at any time to comply with CMS rules and regulations and Coventry may recoup any amount from Agent that CMS determines to be inappropriate. Coventry shall have no liability to Agent for any difference in the amount that would be paid under this Agreement and the amount that is subsequently determined to be paid to comply with CMS requirements.
- Timing of Payment / Earned Basis.** Coventry shall pay commissions in a manner and timeframe determined by Coventry in its sole discretion and in accordance with CMS requirements.

Commissions are paid on an earned basis and are based upon a 12 month enrollment beginning January and ending in December. Commissions are earned as Coventry receives Premium from CMS on a monthly basis (i.e., 1/12 per month). Coventry may reduce the Commission amount or charge back the Agent for any unearned portion of a Commission. All Commission charge backs may be charged against the next Commission payment and/or earned Commissions or offset against any other compensation due or to become due to Agent. If either (i) a policy lapses, terminates or otherwise cancels prior to the Commission being fully earned by Agent or (ii) Coventry terminates Agent for cause prior to the Commission being fully earned by Agent, then the unearned portion of Agent's Commission shall be charged back by Coventry to the Agent.