

**AMENDMENT TO THE AGENT AGREEMENT**

This Amendment ("Amendment"), effective February 3, 2003 ("Effective Date"), is entered into by and between the Undersigned (hereinafter called "Agent", "You", "Your" or "Yourself") and American Community Mutual Insurance Company (hereinafter called "American Community", "We", or "Us" as the case may be). Collectively American Community and You shall be known as the "Parties".

WHEREAS, the Parties have a business relationship in which You may use and/or disclose protected health information and personal information in Your performance of the Services described in the Agent Agreement which You previously signed ("Agreement");

WHEREAS, both Parties are committed to complying with all laws that regulate the use and disclosure of protected health information and personal information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and applicable state laws;

WHEREAS, this Amendment sets forth the permitted services that We appoint You to perform during the term of the Agreement and after its termination; and

WHEREAS, both Parties agree that this Amendment shall amend the Agreement between the Parties.

NOW, THEREFORE, the Parties agrees as follows:

- 1. **Amendment to Section A. 1** This section is amended to further expand and define Our appointment of You and what Services You may perform on Our behalf. Therefore, Section A. 1. is deleted in its entirety and the following new Section A. 1. is inserted:

"The Company appoints the Agent for the purpose of soliciting applications for Life Insurance and Health Insurance in the states in which both the Company and Agent are licensed, and to service policyholders, which includes, but is not be limited to, customer service, claims management, and grievance resolution. The soliciting of applications and the servicing of policyholders shall be subject to the provisions and requirements of this Agreement."

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly executed in its name and on its behalf.

**AMERICAN COMMUNITY MUTUAL  
INSURANCE COMPANY**

By: \_\_\_\_\_

Print Name: Paul M. Varney, V.P., Investments

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Francis P. Dempsey, Sr. V.P. General Counsel

Date: \_\_\_\_\_

<p><b>AGENT/AGENCY LISTED ON BACK OF THIS AMENDMENT HIPPA #2</b></p> <p>By: _____</p> <p>Print Name: _____</p> <p>Print Agent No.: _____</p> <p>Date: _____</p>
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