

INFORMATION SHARING AGREEMENT

This Information Sharing Agreement ("Agreement") between Washington National Insurance Company and/or Conseco Insurance Company ("Provider") and _____ (Plan Sponsor/Employer) establishes the understanding between Provider and Employer to share information necessary for compliance with final 403(b) regulations relating to Exchanges by employees of Plan Sponsor made after September 24, 2007. Provider and Employer intend this Agreement to describe the respective duties and obligations of the parties with respect to Exchanges as set forth hereafter.

Employer represents:

1. That it is an employer eligible to offer programs under 403(b) of the Internal Revenue Code of 1986, as amended (the Code);
2. That it has established and maintains a program for eligible employees intended to qualify as a tax sheltered annuity under 403(b) of the Code ("403(b) Plan");
3. As part of the 403(b) Plan, Employer either allows or intends to allow employees to Exchange their current 403(b) accounts/contracts for 403(b) accounts/contracts offered by Provider;
4. That on or before January 1, 2009, Employer shall adopt a written 403(b) plan document which shall authorize Exchanges executed under this Agreement and shall provide a means of obtaining a copy of the document and any updates, amendments or other changes to Provider.

Provider represents:

5. That it will offer for Exchange only 403(b) annuity contracts/custodial accounts that conform to applicable laws and regulations;
6. That an employee's accumulated benefit under the Provider's 403(b) contract/account after an Exchange shall be at least equal to the accumulated benefit of the employee's contract/account immediately prior to the Exchange;
7. That the distribution restrictions applicable to the Provider's contract/account are at least as restrictive as the distribution requirements applicable to the 403(b) contract/account prior to the Exchange;
8. That it will, upon receiving a copy of the written 403(b) plan document, comply with its terms and conditions; and
9. That it will, in the event of a tax audit of Employer, cooperate in providing necessary information relating to the 403(b) Plan as requested

Employer and Provider Agree:

10. That each, or their authorized representatives, shall exchange information necessary for compliance with the requirements of 403(b) related Code sections and other applicable laws and regulations, including, but not limited to information on employment status, contributions and transactions made to or from other 403(b) contracts/accounts under the 403(b) Plan, information on other exchanges, loans and hardship withdrawals, (as permitted under the 403(b) Plan) and any other information necessary to facilitate activities permitted under the terms of the 403(b) Plan or tax compliance and reporting.
11. Provider shall indemnify and hold harmless Employer, any member of its governing board and employees from any claim, demand, or suit which may arise out of, be connected with, or be made due to the negligence of Provider or failure of Provider to meet the requirements of this Agreement. However, this indemnification shall not cover any claim, demand or suit based on erroneous information provided by Employer, its employees, former employees or legal representatives of such parties, or any willful misconduct or negligence by such parties. Provider shall, at its own expense and risk, defend, or at its option, settle any legal proceeding brought against Employer based on any claim, demand or suit covered by this indemnification, provided that Provider is notified by Employer, in writing, within thirty (30) days of Employer's receipt of such claim or demand. Provider's liability under this indemnification is limited to actual damages and out-of-pocket legal fees and expenses only.
12. For purposes of this Agreement, "Exchange" means the tax-free exchange of all or some portion of an employee's 403(b) contract/account from an investment provider to a 403(b) contract/account with the Provider for the purpose of changing investments.
13. That the dates set forth in this Agreement, except for the execution date, are automatically extended to conform to any later available compliance dates that may be provided under applicable guidance issued after this Agreement is executed, and that all information-sharing and management under this agreement will be conducted appropriately in compliance with the mandates of the Gramm-Leach-Bliley Act and other applicable law.

Washington National Insurance Company
& Conseco Insurance Company

Provider



By: Executive Vice President, Operations

Plan Sponsor/Employer

By:

Date: