

TELEMARKETING AMENDMENT

This amendment, dated as of the ___ day of _____ in the year of ____, modifies the Agency Agreement ("Agreement") entered into by _____ (the "Agency") and Blue Cross and Blue Shield of Florida, Inc., doing business as Florida Blue, on behalf of itself and its affiliates, Health Options, Inc. and Florida Combined Life (collectively "Companies"). The terms and conditions of this Amendment are incorporated by reference into and made a part of the Agreement.

The Agreement section termed Duties and Authority of Agent/ Duties and Authority of Agency/ Duties and Authority of Designated Producer / Responsibilities of General Agency and Appointed Agents / Master Appointed Agency's and Appointed Agents Responsibilities/Obligations, as applicable, is amended by addition of the following subsection:

Telemarketing Services

A. Limitation of Authority

Agent may not, directly or indirectly, send, initiate or procure the sending of any text message or use or procure the use of any telemarketing activities to promote or sell COMPANY products, unless Agent has received prior written approval from COMPANY. If Agent receives such approval and sends or causes to be sent any text messages or uses or procures telemarketing activities in connection with the direct or indirect promotion or sale of any COMPANY product, then Agent shall conduct or cause to be conducted all telemarketing activities (including text messages, facsimile transmissions, telephone calls or other related contact) in full compliance with all Telemarketing Laws.

In this Agreement, "Telemarketing Laws" means applicable federal and state laws, rules and regulations that apply to sending electronic messages and using telemarketing activities, including without limitation regulations issued by the Federal Trade Commission, the Federal Communications Commission, the CAN-SPAM Act, the Telephone Consumer Protection Act and state laws regarding individuals' rights to consent, anti-spam, text messages and Do-Not-Call Registries.

B. Representation/Warranty

Agent represents and warrants that, in performing this Agreement: (i) it legally exists under the laws of the jurisdiction of its organization and has power and authority to perform the Services under this Agreement and this Agreement is enforceable against Agent in accordance with its terms and conditions; (ii) it shall comply with all applicable laws, rules and regulations, including but not limited to Telemarketing Laws and rules, regulations, legislation or conventions related to privacy rights of individuals; (iii) it has obtained, and will retain, any and all permits, licenses and/or governmental or third-party consents, approvals or assignments that are required in connection with the performance of this Agreement; (iv) it is a recognized specialist in the area of the Services/electronic messaging and telemarketing activities and shall perform under this Agreement in a timely manner with a high level of care, skill and diligence consistent with industry best practices; (v) in performing under this Agreement, it will not violate, misappropriate or infringe any third party rights, including but not limited to individuals' rights of privacy and publicity; (vi) any violation of Telemarketing Laws by Agent shall be entirely and explicitly deemed beyond the scope of the independent contractor relationship between Companies and Agent.

C. Indemnity

Agent shall promptly indemnify, defend and hold harmless COMPANY and its Affiliates and their respective officers, directors, owners, shareholders, employees, agents and successors

and assigns (the “Indemnitees”) from and against any and all Claims and for the costs of seeking indemnification, arising out of the performance of this Agreement by Agent or any of its Personnel or the breach of any representation or warranty made by Agent in this Agreement and/or any act and/or omission of Agent relating to the performance of Agent’s obligations to its employees or to third parties (including, but not limited to taxing authorities and other governmental agencies) arising in connection with the activities contemplated by this Agreement. The foregoing indemnity shall not be limited in any manner whatsoever by any required or other insurance coverage maintained by Agent.

Except for the amendment stated herein, the terms and conditions of the Agreement remain unchanged and in full force and effect.

**BLUE CROSS AND BLUE SHIELD
OF FLORIDA, INC., d/b/a
Florida Blue,
o/b/o Companies**

AGENCY:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____