FINANCING:
- 30 Month Loan Through Aflac
- 6% Compound Interest
- Payments are deducted from your monthly commission statements

Qualifications for financing:
1. Active associate for six (6) months; $150 credit balance for (3) consecutive months to qualify for financing.
2. Exceptions are made for Fireball, Super-Fireball, and Triple Crown qualifiers with a credit balance. If you are a qualifier you will receive a memo and order packet via mail.

Other Payment Options:
Cash or Check (Make checks payable to Prosys Information Systems)
VISA, MasterCard or AMEX
Outside loans
(For assistance with payment processing or refunds, contact Prosys at 1-888-298-6849.)

INCENTIVES:
Application Credits
Aflac will credit your month end statement $3.00 for every new policy issued under Aflac writing numbers, regardless of how you pay for the laptop. This credit will be shown on your monthly statement as a separate transaction. Credits in excess of your monthly loan payments will be applied against your loan balance to reduce the term of your loan. This works similar to pre-paying the principle on a mortgage. There will continue to be a payment on your statement until the loan balance is zero.
- If the credits are equal to or less than the loan payment, the description will be “SA LN DED” and the balance posted after the payment has been applied.
- If the credits exceed the loan payment, a second line will read “SA $3 CR” and the balance posted after the loan payment and excess credits have been applied.
- If an associate has multiple loans, these credits will be applied to the oldest loan first.

The $3.00 credit goes to the owner of the SNG laptop regardless of who writes the business as long as they are certified to use SNG or whether the laptop was financed or not. The $3.00 credit will appear as a chargeback if the policy lapses without making a premium payment. The $3.00 credit will not be paid on conversions. NOTE: Agent’s Accounting must be contacted prior to purchasing and/or transferring a unit from another associate by cash payment to verify an outstanding loan does not exist. If there is an outstanding loan, the $3.00 credit is not transferable.

The $3.00 credit will continue for a period of 30 months or until the amount of the $3.00 credits equals the purchase price of all the items on the initial order only, whichever comes first.

Contact Numbers:
- 1-800-462-3522 (Option 2) Agent’s Accounting Call Center for the status of laptop orders or transfer forms.
- 1-800-282-3522 Aflac’s IT Service Center Help Desk for hardware and software issues.
- 1-888-298-6849 PROSYS for accessories or replacements not included in original order packet.
<table>
<thead>
<tr>
<th><strong>Features</strong></th>
<th><strong>Fujitsu Lifebook S7110</strong>&lt;br&gt;Part # AU2AB3A204421410</th>
<th><strong>Panasonic CF-W5 “Toughbook”</strong>&lt;br&gt;Part # CF-W5MWEZZBMB</th>
<th><strong>Panasonic CF-51RC “Toughbook”</strong>&lt;br&gt;Part # CF-51RCVDFBM</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Processor:</strong></td>
<td>Pentium-M, 1.66GHz Duo Core</td>
<td>Centrino, 1.06GHz Duo Core</td>
<td>Pentium-M, 1.66GHz Duo Core</td>
</tr>
<tr>
<td><strong>Memory:</strong></td>
<td>512 MB RAM</td>
<td>512 MB RAM</td>
<td>512 MB RAM</td>
</tr>
<tr>
<td><strong>Storage:</strong></td>
<td>60GB Hard Drive, External 1.44 USB Floppy Drive</td>
<td>60GB Hard Drive</td>
<td>80GB Hard Drive, 1.44 MB Floppy Drive (Hot Swappable)</td>
</tr>
<tr>
<td><strong>Multimedia:</strong></td>
<td>DVD/CD-RW Modular Combo Drive</td>
<td>DVD/CD-RW Drive (Integrated)</td>
<td>DVD/CD-RW Combo Drive</td>
</tr>
<tr>
<td><strong>Screen:</strong></td>
<td>14.1” Crystal View XGA Screen, 64MB Video</td>
<td>12.1” XGA Color Display, 64MB Video</td>
<td>15.1” XGA Color Display, 64MB Video</td>
</tr>
<tr>
<td><strong>Modem/NIC:</strong></td>
<td>56K Internal 10/100 NIC 802.11 A B &amp; G Wireless Connection</td>
<td>56K Intel Pro / 2915ABG NIC, 802.11 A, B &amp; G Wireless Connection</td>
<td>Internal 56K 10/100 NIC modem 802.11 A B &amp; G Wireless Connection</td>
</tr>
<tr>
<td><strong>Interface:</strong></td>
<td>USB Connection (Pen Tablet), USB Connection (Printer), USB Port (Universal Serial Bus Port), SVGA Output, Touchpad Mouse</td>
<td>USB Connection (HSB Pen Tablet), USB Connection (Printer), USB Port (Universal Serial Bus Port), SVGA Output, Touchpad Mouse</td>
<td>USB Connection (Pen Tablet), Parallel Connection (Printer), PCI Bus Connection (Docking Station), USB Port (Universal Serial Bus Port), SVGA Output, Touchpad Mouse</td>
</tr>
<tr>
<td><strong>Weight:</strong></td>
<td>4.5 lbs.</td>
<td>2.9 lbs.</td>
<td>6.6 lbs.</td>
</tr>
<tr>
<td><strong>Required Software:</strong></td>
<td>Windows XP Pro, Cyber Angel, PC Anywhere, Afaria, Microsoft Office 2003 Pro, Symantec Antivirus and WorksitePro</td>
<td>Windows XP Pro SP2, Cyber Angel, PC Anywhere, Afaria, Microsoft Office 2003 Pro, Symantec Antivirus and WorksitePro</td>
<td>Windows XP Pro, Cyber Angel, PC Anywhere, Afaria, Microsoft Office 2003 Pro, Symantec Antivirus and WorksitePro</td>
</tr>
<tr>
<td><strong>Aflac Software:</strong></td>
<td>SmartApp Next Generation™ (SNG) and Premium Quote</td>
<td>SmartApp Next Generation™ (SNG) and Premium Quote</td>
<td>SmartApp Next Generation™ (SNG) and Premium Quote</td>
</tr>
<tr>
<td><strong>Warranty:</strong></td>
<td><strong>Fujitsu:</strong> Three years parts and labor–Depot. One year on the battery.</td>
<td><strong>Panasonic:</strong> Three years parts and labor–Depot. One year on the battery.</td>
<td><strong>Panasonic:</strong> Three years parts and labor–Depot. One year on the battery. <strong>Additional Warranty: Protection Plus</strong></td>
</tr>
<tr>
<td><strong>Misc:</strong></td>
<td>Thin and Light</td>
<td>Full Magnesium Alloy Case</td>
<td>Full Magnesium Alloy Case</td>
</tr>
<tr>
<td><strong>COST (Laptop &amp; Software):</strong></td>
<td><strong>Fujitsu:</strong> $ 2,335</td>
<td><strong>Panasonic:</strong> $2,748</td>
<td><strong>Panasonic:</strong> $ 2,948</td>
</tr>
<tr>
<td><strong>Topaz Pen Tablet (HSB):</strong></td>
<td><strong>Fujitsu:</strong> $175</td>
<td><strong>Panasonic:</strong> $175</td>
<td><strong>Panasonic:</strong> $175</td>
</tr>
<tr>
<td><strong>HSB Warranty (excludes batteries):</strong></td>
<td>Three year Tablet Warranty</td>
<td>Three year Tablet Warranty</td>
<td>Three year Tablet Warranty</td>
</tr>
</tbody>
</table>

*New Topaz Pen Tablet (HSB) required with additional purchase.* Please see the SmartApp Laptop Order Forms located on Associates Services under Internet Accessible Forms or my.Aflac.com/Associate Services/Technology/SmartApp Next Generation (SNG)/Laptop Contracts for completed details.
STOP!

*If financing through Aflac, complete and return: A through D below

*If paying by credit card or check, complete and return: A through C below

NOTE: Do not provide credit card information unless full payment is to be charged. No Credit Card Financing Available.

A. SmartApp Next Generation™ (SNG) Laptop Order Form
   1. The items already marked are requirements for the system – if no pen tablet/pen needed cross out. **A New Topaz Pen Tablet Must Be Purchased With Your Initial Order Of A New Unit.**
   2. Printer Information: The Canon Bubblejet i80 printer is the unit currently being offered. This printer can be plugged into any standard outlet and is a color printer. If you want to have a remote capability, you will need to order the Canon Portable Kit listed.
   3. Place an X in the circle, on the left side of the form next to the items you want and total everything as indicated (if it is not marked it will not be included in your order).
      Note: We suggest you get the laptop bag.
   4. Indicate whether you are an Associate, DSC, etc.
   5. Indicate the state(s) in which you are licensed.
   6. For shipping address please use street address; NO POST OFFICES BOXES.

B. Software License and Disclosure Agreement: (2 pages)
   1. Complete the top portion (name and address) on first page.
   2. Print and sign your name at the bottom of the second page.

C. Participation Agreement: (4 pages)
   1. Print and sign your name on the last page under Lead Customer Affiliate.

D. Installment Loan Agreement: (4 pages)
   *This should be completed only if applying for WWHQ financing.*
   1. Complete the first portion (name and writing number).
      **Do Not** complete Section I concerning monthly payment amounts. This will be completed by Agents’ Accounting.
   2. Print and sign your name on the last page (4) of the agreement along with your address.

**PLEASE FAX YOUR ORDER FORM TO 706-660-7299 OR MAIL TO:**
Aflac – Agents Accounting
Attn: SNG Laptop Order
1932 Wynnton Rd.
Columbus, GA 31999

There is a 72 hour turnaround time from when headquarters receives the order until the time the laptop ships. Shipping time is 7-10 business days. **NOTE: If paying by check allow 10 additional days for check processing.** Someone must be available to sign for the laptop. UPS will make 3 attempts to deliver; if delivery is unsuccessful the laptop will be returned to PROSYS. The associate will be responsible to pay actual shipping charges to re-ship, which may be more than $50.00.
NOTE: A New Topaz Pen Tablet Must Be Purchased With Your Initial Order Of A New Unit.

Options for the Panasonic CF-W5:
- Floppy drive for CF-W5 $145

Other Options:
- Floppy drive for CF-W5 $145
- Extra Pen $49
- Laptop Bag (Aurora by Savannah Luggage, Model #4070, black with wheels, extended handle, US built. Tweed cloth with Aflac embroidered on the side. Will hold your unit and printer with other accessories.) $179
- Laptop Bag (Aurora by Savannah Luggage, Model #4032, black, rugged and US built. Tweed cloth bag with Aflac embroidered on the side. Will hold your unit and printer with other accessories.) Not recommended for use with the CF-51LB laptop, No wheels. $156
- Laptop Bag (Targus, Model #CLN5-Aflac, black leather-like & ballistic nylon w/Aflac logo. Will hold your unit and printer with other accessories.) $69
- Mobile Printer - Canon BubbleJet iP90 with cable (color) $250
- Battery Kit for Canon for Mobile Printers $89

Additional Shipping:
- Individual Shipping to Aflac Associates (UPS 2 Day Delivery-inside the Continental US) $50

Total ________

*(Sales tax will be added for AL, AR, AZ, CA, CT, CO, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, NE, NM, NV, NJ, NC, MS, OH, OK, SC, TN, TX, VA, VT, WI)*

(Please print clearly or type)

Associate Name: ____________________________________________ Writing # __________

Shipping Address: ____________________________________________

__________________________________________________________

Email Address: ______________________________________________

Phone #: ( ) ____________ Resident State: ____________

Signature: ____________________________________________ Date: ____________

VISA/AMEX/MasterCard# ____________ Exp. Date: ____________

NOTE: Do not provide credit card information unless full payment is to be charged. NO CREDIT CARD FINANCING AVAILABLE.

Current Contract Taken: (Circle)

SSC RSC DSC ASSOC SPC

(For Worldwide Headquarters use only)

PEN ID #: ____________

State Operation Pswd: ____________
SOFTWARE LICENSE AND CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into this __________ day of __________, 20__
by and between AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS, 1932 Wynnton Road, Columbus, Georgia 31999-0001 ("Aflac") and
, residing at ("Associate");

WITNESSETH:

WHEREAS, Aflac is in the business of underwriting various types of insurance, as is set forth in Aflac's insurance policies, and Associate presently submits to Aflac applications for insurance coverage on behalf of potential policyholders;

WHEREAS, Aflac has developed proprietary, confidential and trade secret computer software designed to, inter alia, operate with certain computer hardware to enable applications for insurance coverage to be prepared on a pen-based computer hardware system, such proprietary, confidential and trade secret computer software referred to as "SmartApp Next Generation™" (or "SNG") and "SmartSale," respectively, and collectively as the “Software”; and

WHEREAS, Associate desires to utilize the software for the purpose of facilitating the gathering of applications for possible insurance coverage by Aflac for potential policyholders, and transmitting, electronically or otherwise, said applications to Aflac for its consideration.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and undertakings set forth herein, including Aflac's conditional and temporary license of the SNG and SmartSale Software to Associate, the parties hereto have agreed and do agree as follows:

1. Upon the execution of this Agreement by each party, Aflac agrees to conditionally license, on a temporary basis, copies of the Software to Associate. The parties hereto recognize that, in addition to this License and Confidential Disclosure Agreement, Associate is to purchase through Aflac certain computer hardware ("Purchased Property"). The parties agree that Aflac's conditional and temporary license of the Software to Associate will be by Aflac's placing the Software onto the hard disk of said Purchased Property.

2. In addition to the above-referenced license of the Software to Associate, Aflac also agrees to transfer to Associate certain other documentary and written information relating to the Software and to the function, uses and operability of the Software, including but not limited to training materials, end user manuals and other written materials which are intended for Associate's own use and not intended to be distributed to the public ("Confidential Documentation").

3. Associate expressly recognizes that Aflac's Software and all Confidential Information relating thereto has been developed by Aflac upon its substantial investment of time and money and are valuable assets of Aflac, and that Aflac owns all rights, including copyright interests, in and to the Software and associated Confidential Documentation.

4. (a) Associate further expressly agrees not to provide to any person, corporation or other entity, any access to the Software, or to maintenance releases, corrections, bug fixes, upgrades, interfaces, modifications, enhancements, new versions of and additions to such Software made available to Associate from time to time or to the Confidential Documentation. Associate agrees neither to make the Software or Confidential Documentation available to any other party by means of time sharing, lease, license, sublicense or otherwise, nor to use the Software to process any data other than with respect to insurance applications being processed by the Associate for submission to Aflac. Associate agrees not to sell, assign, lease, license, sublicense or in any manner encumber, pledge, convey, distribute or transfer the Software or Confidential Documentation, including any portions thereof. Associate agrees not to attempt to decompile, disassemble, reverse engineer or otherwise discover or reproduce the source code for all or any part of the Software. In the event Associate wishes to install additional software on the Purchased Property, the Associate shall contact Aflac's IT Department prior to purchase of additional software.

   (b) In the event Associate lends Associate’s laptop to another licensed Aflac associate, Associate is and remains responsible for any acts or omissions committed by such agent.
(c) In the event Associate wishes to sell the laptop on which the Software is loaded, Associate must return the laptop to Aflac prior to any such sale so that Aflac can delete the Software and any other confidential or proprietary information of Aflac.

(d) Associate’s limited license to use the Software and Confidential documentation shall terminate upon the termination of the Associate’s Agreement between Associate and Aflac.

5. Associate agrees that it will not in any manner, shape or form copy any portion of the Software, or the Confidential Documentation relating thereto, expressly including copying the Software from the hard disk of the Purchased Property onto any other medium, including computer floppy disks or hard disks. Associate also agrees not to make copies of any portion of the Confidential Documentation.

6. Associate acknowledges that the Software and Confidential Documentation are owned by Aflac, are and contain confidential and proprietary trade secrets belonging to Aflac and are protected by United States copyright laws and international treaties. Associate agrees to take all precautions to protect the confidential and proprietary nature of the Software and Confidential Documentation, and not to use or disclose, nor permit the use or disclosure of any such confidential or proprietary information for any purpose other than that authorized under this Agreement. Associate agrees not to contest or challenge in any legal proceeding or otherwise the proprietorship or ownership by Aflac of the Software or the Confidential Documentation, or Aflac's right to license the use of the same. Associate further acknowledges that all applicant and policyholder information (collectively “Policyholder Information”) constitutes proprietary information of Aflac, and Associate agrees to comply with all applicable data privacy and security laws and regulations and all Aflac data privacy and security policies and procedures in connection with Associate’s storage, use, transmission and disclosure of such information.

7. In the event that Associate breaches any of its obligations under this Agreement, Associate recognizes that Aflac's remedies at law or otherwise are inadequate, and agrees that Aflac shall be entitled to seek injunctive relief enjoining any such breach, from any court of competent jurisdiction, in addition to such other remedies which may be available to Aflac.

8. Associate agrees that immediately upon receiving a written request from Aflac, Associate will return to Aflac all Confidential Documentation and the Purchased Property containing the Software, so that Aflac may then erase the Software and all other information relating to or compiled by the Software, and all Policyholder Information and any other confidential or proprietary information of Aflac, from the Purchased Property, and Aflac then will return the Purchased Property, without the Software, to Associate, provided that Associate has fully paid for said Purchased Property.

9. This Agreement may not be assigned without the prior written consent of Aflac. This Agreement shall be binding upon the parties hereto and their permitted successors and assigns.

10. This Agreement shall be governed by the laws of Georgia. If any provision of this Agreement is determined by a tribunal of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed from the remainder of the Agreement and the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first specified.

ASSOCIATE

By: ____________________________

Signature

Its: ____________________________

Print or Type Name
INSTALLMENT LOAN AGREEMENT

THIS INSTALLMENT SALES AGREEMENT is dated as of _____________, 20__ and entered into by and between _____________ (the "Associate") with Associate Writing Number _______________ and AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS ("Aflac").

WITNESSETH:

1. PURCHASE PRICE AND PAYMENTS.

   The Associate hereby purchases from, and Aflac hereby sells to the Associate, the computer hardware and related goods more specifically described herein as _______________ (collectively, the "Purchased Property"). As payment for the Purchased Property, the Associate promises to pay Aflac the principal amount of _______________ Dollars ($_____________), along with all applicable sales tax and interest, in twenty nine (29) consecutive monthly installments of _______________ Dollars ($_____________), due and payable on the last day of each calendar month starting with the first full calendar month following the date from the receipt of equipment invoice of this Agreement and one final payment installment on __________, __________, in an amount sufficient to pay in full all principal then outstanding and accrued interest. The Associate also agrees to pay to Aflac interest on the unpaid principal balance owing hereunder at the fixed rate equal to six percent (6%) per annum in compound interest terms. All accrued and unpaid interest shall be due and payable on the date any payment of any principal is due and payable (whether a regularly scheduled installment or by way of acceleration, maturity or otherwise). The Associate agrees that Aflac may, but shall not be required to, obtain payment of installments of principal and interest and any other amounts owed by the Associate to Aflac under or in connection with this Agreement by applying all or any party of first-year commissions, renewal commissions or any other commissions payable by Aflac to the Associate against such installments or other amounts. Interest shall accrue on any amount past due hereunder at a rate equal to two percent (2%) per annum in excess of the interest rate otherwise payable hereunder and all such interest shall be due and payable on demand. In no event shall the amount of interest due or payable under this Agreement exceed the maximum rate of interest allowed by applicable law. Associate acknowledges that no theft, loss, damage or destruction of the Purchased Property shall excuse or modify Associate’s payment or other obligations under this Agreement.

2. PREPAYMENT.

   The Associate may prepay the indebtedness evidenced by this Agreement, either in whole or in part, at any time without penalty. All accrued interest on the amount so prepaid shall be due and payable with such prepayment. All prepayments of principal shall be applied to the principal installments due under this Agreement in reverse order of maturity.

3. WARRANTY DISCLAIMER.

   AFLAC MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PURCHASED PROPERTY OR THE SOFTWARE OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AFLAC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY THE ASSOCIATE IN CONNECTION WITH THE PURCHASE OR USE OF ANY OF THE PURCHASED PROPERTY OR ANY OF SUCH SOFTWARE OR DOCUMENTATION. AFLAC AGREES TO PASS ON TO ASSOCIATE MANUFACTURER'S WARRANTY PROVIDED BY PROSYS INFORMATION SYSTEMS, INC. TO AFLAC.

4. SECURITY.

   The Associate hereby grants to Aflac a security interest in the Purchased Property and all proceeds thereof (collectively, the "Collateral") as security for the prompt payment of all principal, interest and other amounts payable by the Associate under this Agreement. Associate authorizes Aflac and appoints Aflac its attorney in fact to sign and record any financing statements or other documents and to take any and all actions Aflac deems necessary or desirable to perfect and enforce its security interest and to recover the Collateral.
5. COVENANTS.

A. The Associate shall give Aflac prompt notice of (i) any change in the business, assets, liabilities, financial condition or business prospects of the Associate which has had or may have material adverse effect on the financial condition of the Associate and (ii) the occurrence of any Event of Default.

B. The Associate shall not sell, exchange or otherwise dispose of any of the Collateral or create, assume, incur or permit or suffer to exist or to be created, assumed or incurred, any security interest, lien or encumbrance on any of the Collateral, without Aflac's prior written consent.

6. EVENTS OF DEFAULT.

Each of the following events shall constitute an event of default (an "Event of Default") hereunder:

(a) failure of the Associate to pay any principal, interest or other amount due hereunder when due;

(b) the Associate shall fail to comply with any of the terms and conditions of this Agreement;

(c) a default, event of default, or event which with the giving of notice or the passage of time or both would constitute a default or event of default, shall have occurred under (i) the Associate's Agreement or any other document, instrument, contract or agreement now or hereafter entered into by the Associate and Aflac or executed by the Associate in favor of Aflac or (ii) any document, instrument, contract or agreement evidencing or securing indebtedness of the Associate for borrowed money;

(d) the Associate shall (i) commence a voluntary case under the Bankruptcy Code of 1978, as amended or other federal bankruptcy law (as now or hereafter in effect), or (ii) file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition for adjustment of debts;

(e) the Associate's Agreement shall be terminated or the Associate shall for any reason whatsoever cease to be an agent of Aflac; or

(f) Aflac shall reasonably determine that the prospect of repayment under this Agreement is impaired.

7. REMEDIES.

Upon the occurrence of an Event of Default, Aflac may exercise any or all of the following rights and remedies:

(a) Aflac may declare all of the unpaid principal and interest to be immediately due and payable, whereupon the same shall immediately become due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived, anything in this Agreement to the contrary notwithstanding;

(b) Aflac may demand that the Associate, and immediately upon such demand the Associate will, return to Aflac all of the Collateral, the Software and the Documentation;

(c) Aflac may exercise all rights and remedies available to it under the Aflac Associate's Agreement that Associate entered into with Aflac; and
(d) Aflac may exercise all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Georgia or any other applicable jurisdiction and under any other applicable law, and Aflac may set off against any amounts due by Associate hereunder any amounts owed by Aflac to Associate.

The rights and remedies of Aflac under this Agreement shall be cumulative and not exclusive of any rights or remedies which it would otherwise have. In exercising its rights and remedies Aflac may be selective and no failure or delay by Aflac in exercising any right shall operate as a waiver of it, nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right. The associate waives (i) any notice or hearing prior to the taking possession or control by Aflac of any collateral; (ii) the posting of any bond or security which might be required by any court prior to allowing Aflac to exercise any of its rights or remedies, including the issuance of an immediate writ of possession and (iii) the benefit of all valuation, appraisement and exemption of laws.

8. TERMINATION OR DEATH OF ASSOCIATE.

If, for any reason whatsoever, the Associate's Agreement shall be terminated or the Associate shall cease to be an agent of Aflac (including by reason of Associate’s death), then the Associate agrees to deliver to Aflac, promptly upon Aflac's demand, to the location specified by Aflac, all of the Purchased Property, all Software and all Documentation. If the Associate has paid all amounts due hereunder in full, then Aflac shall return the Purchased Property to the Associate after removing therefrom all of the Software and any confidential or proprietary information of Aflac. Upon Associate’s death, the personal representative of Associate’s estate shall remain liable for any unpaid balance hereunder and for complying with all other obligations hereunder. The Purchased Property may be sold by the estate only after (1) any unpaid balance has been paid, or arrangements for payment have been agreed to by in writing by Aflac, and (2) the Purchased Property and Confidential Documentation have been returned to Aflac for removal of the Software and any confidential or proprietary information of Aflac.

9. EXPENSES.

The Associate will pay, on demand, all out-of-pocket expenses incurred by Aflac in connection with (a) the collection or enforcement of the Obligations including the fees and disbursements of counsel to Aflac including an amount equal to fifteen percent (15%) of the outstanding principal balance as attorneys fees if such collection or enforcement is done through or by an attorney and (b) the exercise by Aflac of any right or remedy granted to it under this Agreement whether or not an Event of Default has occurred.

10. NOTICES.

All notices allowed or required under this Agreement shall be in writing and shall be deemed sufficient if sent by personal delivery, or by registered or certified mail, postage prepaid, or by first class air mail, postage prepaid, or by facsimile, telex or telegraph, to, in the case of:

Aflac, ATTN: Agent's Accounting, 1932 Wynnton Road, Columbus, GA 31999-0001

or in the case of the Associate, at the address below its signature hereto, or to such other address as either party may notify the other. Notice shall be deemed given only upon actual receipt.

11. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes any and all understandings, representations, proposals or negotiations between the parties, whether oral or written. No oral agreements or representations and no course of dealings between the parties or usage of trade shall be relevant to supplement, explain, contradict or vary in any way, any provisions contained herein.

12. AMENDMENTS.

None of the terms and conditions contained in this Agreement may be amended or otherwise modified except by a written agreement signed by Aflac and the Associate.
13. **BENEFITS.**

This Agreement inure to the benefit of, and shall be binding on the parties hereto and their respective successors and assigns. The Associate may not assign or otherwise transfer any of its rights and obligations hereunder without the prior written consent of Aflac.

14. **SEVERABILITY.**

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

15. **GOVERNING LAW.**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA.

IN WITNESS WHEREOF, the Associate has caused this Installment Sales Agreement to be duly executed and delivered under seal by its duly authorized officers as of the day first above written.

The parties agree and covenant that a copy or image of the original Installment Sales Agreement produced from optical or digital storage shall serve in its stead and may be used with the same force and effect as the original.

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associate:</td>
</tr>
<tr>
<td>Print or Type Full Name</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Writing No.</td>
</tr>
<tr>
<td>Social Security No.</td>
</tr>
</tbody>
</table>

WWHQ USE ONLY

Agreed and accepted as of the date first above written.

AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS

By: ________________________________

Its: ________________________________
ATTACHMENT A
PARTICIPATION AGREEMENT

The undersigned entity (“Lead Customer Affiliate”) acknowledges that MSLI, LLC, as successor in interest to Microsoft Corporation (“Microsoft”) and Aflac (the “Lead Customer”) have entered into a Microsoft Select Master Agreement dated as of December 29, 1998 (as amended, modified and supplemented to the date hereof, the “Master Agreement”) and related Enrollment Agreement under which the Lead Customer Affiliate desires to sublicense Select Software Products. Capitalized terms used but not defined herein shall have the respective meanings assigned in the Master Agreement.

I. Acknowledgment and Agreement. The Lead Customer Affiliate hereby acknowledges that it has received a copy of the Product Use Rights applicable to the Select Software Products acquired under the Master Agreement; it has read and understood the terms and conditions of the Product Use Rights as they relate to its obligations; and it agrees to be bound by such terms and conditions, as well as to the provisions set forth below:

1. Storage/Network Use. The Lead Customer Affiliate may store or install copies of the Select Software Products on a storage device, such as a network server, used only to install or run the Select Software Products on the Lead Customer Affiliate’s other computers over an internal network; however, the Lead Customer Affiliate must acquire and dedicate a license for each separate computer on which the Select Software Products are installed or run from the storage device. A license for any Select Software Product may not be shared or used concurrently on different computers.

2. Restrictions. All copies of Select Software Products acquired or used under the Master Agreement are subject to the following restrictions:

   a. Copyright. All title and copyrights in and to the Select Software Products (including but not limited to any images, photographs, animations, video, audio, music, text and “applets,” incorporated into the Select Software Products), the accompanying guides, manuals and other printed materials, and any copies of the Select Software Products, are owned by Microsoft or its suppliers. The Select Software Products are protected by applicable copyright laws and international treaty provisions. Therefore, the Lead Customer Affiliate must treat the Select Software Products like any other copyrighted material. The Lead Customer Affiliate may not copy any Microsoft guides, manuals or other printed materials describing or explaining the Select Software Products. The Lead Customer Affiliate may acquire copies of any such guides, manuals and other printed materials from its Lead Customer’s Large Account Reseller in quantities that do not exceed, with respect to a Select Software Product, the number of Licenses of such product the Lead Customer Affiliate has acquired. All that is granted to the Lead Customer Affiliate is a right to use the Select Software Products as set forth in the Product Use Rights.

   b. Rental Restrictions. The Lead Customer Affiliate may not rent, lease or lend any copy of the Select Software Products.

   c. Reverse Engineering. The Lead Customer Affiliate may not reverse engineer, decompile, or disassemble any of the Select Software Products.

   d. Separation of Components. Each Select Software Product is licensed as a single product. Some Select Software Products combine separately available components into a single product. For example, Microsoft® Office 7.0 is a single product comprised of Microsoft® Word 7.0, Microsoft® Excel 7.0, Microsoft® PowerPoint® 95 and Microsoft® Schedule+, and Microsoft Back Office is a single product comprised of Microsoft® Windows NT® Server 3.51, Microsoft® Exchange Server Standard Edition, Microsoft® Exchange Connector, Microsoft® SNA Server, Microsoft® SQL Server™, Microsoft® Systems Management Server, and Microsoft® Internet Information Connector. When licensed as a combination product, the component parts may not be separated for use on more than one computer.

   e. Upgrades. If the Select Software Product is an upgrade from another product, the Lead Customer Affiliate must be properly licensed to use a product identified by Microsoft as being a basis for such upgrade. A Select Software Product upgrade replaces and or supplements the product that formed the basis for the Lead Customer Affiliate’s eligibility for the upgrade. The Lead Customer Affiliate may use the upgrade product only in accordance with the Product Use Rights in effect at the time the Lead Customer ordered the License for the upgrade. If the Select Software Product is an upgrade of a component of a package of
f. Export Restrictions.

(i) In General. All Select Software Products and related user documentation are subject to the export control laws and regulations of the United States. As used in this paragraph, the term “Controlled Material” means: (A) any Select Software Products or related documentation and technical data, and (B) any software developed by the Lead Customer Affiliate using one or more Select Software Products. Nothing in the preceding sentence shall be construed to grant the Lead Customer Affiliate any right to use any Select Software Product in any manner or for any purpose not expressly permitted in the applicable provision of the applicable Product Use Rights. The Lead Customer Affiliate agrees that neither its nor its customers intend to or will, directly or indirectly: (x) export or transmit any Controlled Material to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute (currently including, but not limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria), without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission; or (y) provide any Controlled Material in any manner to any end-user whom the Lead Customer Affiliate or its customer knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons.

(ii) EI Controls Restrictions. Export of certain Select Software Products from the United States is regulated under “EI controls” of the Export Administration Regulations (EAR, 15 CFR 730-744) of the U.S. Commerce Department, Bureau of Export Administration (BXA). Each such product is available in two distinct versions, one that is intended for distribution only in the United States and Canada, and one that may be distributed more generally. The version of each that is intended for distribution only in the United States and Canada is referred to in this paragraph as an "EI Controlled Product." The current EI Controlled Products are: Microsoft® Exchange Client Access License - US English and French-Canadian versions; Microsoft® Internet Information Server - US English version; and Microsoft® Windows NT® 4.0 Server (not the workstation) - US English version. The list of EI Controlled Products may be increased or decreased from time to time depending upon changes in the regulations themselves, changes in the encryption technology that is built into one or more Select Software Products and the addition or deletion of products from the Select program. The EI Controlled Products at any particular time are clearly identified on the Product List. A Commerce Department export license is required to export an EI Controlled Product outside the United States or Canada. Neither the Lead Customer nor any Lead Customer Affiliate will, directly or indirectly, export or re-export any EI Controlled Product (or portions thereof) to any country, other than the United States or Canada, or to any person, entity or end user subject to U.S. export restrictions without first obtaining a Commerce Department export license. The Lead Customer warrants and represents that neither the BXA nor any other U.S. federal agency has suspended, revoked or denied its export privileges or those of any Lead Customer Affiliate.

3. Warranty.

a. Limited Warranty. The Lead MS Company warrants that (i) any particular copy of a Select Software Product will perform substantially in accordance with the applicable user documentation published by Microsoft for a period of ninety (90) days from the date a License for such copy was or should have been ordered; and (ii) any support services provided by Microsoft or any of its affiliates will be substantially as described in applicable written materials provided by Microsoft or its affiliates, and Microsoft support engineers will make commercially reasonable efforts to solve any problem issues. Any implied warranties concerning the Select Software Products licensed hereunder are limited to the same ninety (90) day period. Any replacement Select Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. The Limited Warranty is void if failure of the Select Software Product has resulted from accident, abuse or misapplication.

b. No Other Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LEAD MS COMPANY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SELECT SOFTWARE PRODUCTS AND THE RELATED PRODUCT MANUAL(S) AND WRITTEN MATERIALS, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES THE LEAD CUSTOMER AFFILIATE SPECIFIC LEGAL RIGHTS. THE LEAD CUSTOMER AFFILIATE MAY HAVE OTHERS WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

c. Remedy for Breach of Warranty. The exclusive remedy of the Lead Customer Affiliate for breach of the warranty described above shall be, at the Lead MS Company’s option, either (i) return of the price paid or (ii) repair or replacement of the Select Software Product that does not meet the Limited Warranty above.
4. **Liability.**

   **a. Limitation of Liability.** The total liability of the Lead MS Company and its affiliates to the Lead Customer Affiliate with respect to Select Software Products licensed under the Master Agreement shall be limited to one hundred percent (100%) of the amount having actually been paid by the Lead Customer Affiliate for Licenses obtained hereunder for the Select Software Product(s) giving rise to the liability.

   **b. No Liability for Consequential Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LEAD MS COMPANY OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING UNDER OR IN CONNECTION WITH THE MASTER AGREEMENT OR THE PRODUCTS LICENSED THEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT BE ENFORCEABLE.

5. **Facilitating Compliance.**

   **a. Notice to Users.** The Lead Customer Affiliate shall use reasonable efforts to make its employees, agents and other individuals using the Select Software Product(s) under the Master Agreement aware that the Select Software Product(s) (i) are licensed by Microsoft, (ii) may only be used subject to the terms and conditions contained in the Master Agreement, the applicable Product Use Rights and this Participation Agreement, and (iii) may not be copied, transferred or otherwise used in violation of such terms and conditions.

   **b. Audit Rights.** The Lead Customer Affiliate shall keep all usual and proper records relating to its reproduction, distribution and use of the Select Software Product(s). The Lead MS Company and the Enrolling MS Companies reserve the right to audit the Lead Customer Affiliate during the term of the Master Agreement and for a period of one (1) year thereafter, provided that such audits shall be conducted during normal business hours and in such a manner as not to interfere unreasonably with the operations of the Lead Customer Affiliate. Any such audit will be conducted by accountants from a nationally recognized public accounting firm chosen and engaged by the Lead MS Company or an Enrolling MS Company. In any event, the Lead Customer Affiliate shall promptly order sufficient Licenses to permit all usage disclosed by any such audit. In addition, if any such audit discloses material unlicensed use of Microsoft software, the Lead Customer Affiliate shall pay to the Lead MS Company or the Enrolling MS Company on behalf of which the audit has been conducted an amount equal to: (i) the reasonable expenses incurred in conducting such audit; plus (ii) an additional license fee of twenty percent (20%) of the estimated retail price of the Licenses required to be ordered pursuant to the preceding sentence. For purposes of this Section, “material unlicensed use of Microsoft software” shall exist if, upon audit, it is determined that, with respect to any Select Software Product the Lead Customer Affiliate has Licenses or other licenses for fewer than ninety-five percent (95%) of the copies disclosed by the audit. The Lead MS Company and its affiliates shall use the information obtained or observed in the audit solely for the purpose of determining whether the Lead Customer Affiliate has sufficient licenses for the Microsoft software it is using, and has otherwise complied with the terms of the Master Agreement. Microsoft and its affiliates will hold all such information in confidence.

6. **Sublicense, Transfer or Assignment of Licenses.**

   **a. To the Lead Customer or Enrolling Customer.** Subject to the requirements identified in Section 6(c) below, the Lead Customer Affiliate may sublicense, transfer or assign Licenses acquired under the Master Agreement to the Lead Customer or to any Enrolling Customer, but may not obtain Licenses hereunder for the use or benefit of any person or entity other than the Lead Customer or an Enrolling Customer. The Lead Customer Affiliate sublicensing, transferring or assigning Licenses to a Lead Customer or an Enrolling Customer shall require such Lead Customer or Enrolling Customer to notify the Enrolling MS Company or the local Microsoft affiliate in the country where such Lead Customer or Enrolling Customer will be using the Select Software Products that such sublicense, transfer or assignment has occurred, or begun to occur.

   **b. With Consent.** Except as provided in Section 6(a) above, the Lead Customer Affiliate may not sublicense, transfer or assign any Licenses without the prior written consent of the Lead MS Company or the Enrolling MS Company.

   **c. Limitations and Requirements.** The Lead Customer Affiliate may not sublicense, transfer or assign a License to any party unless it transfers all of the licensed Select Software Product (including all component parts, the media and printed materials, and any upgrades) and the recipient agrees to the applicable terms of the Product Use Rights and of Sections 2 and 4.
as set forth above. If the Select Software Product is an upgrade, any sublicense, transfer or assignment must include all prior versions of the Select Software Product and any license of a competitive product which qualified the Lead Customer Affiliate to acquire the upgrade. The Lead Customer Affiliate may not sublicense, transfer or assign Licenses on a short-term basis.

d. Special Limitations And Requirements With Respect To Certain Products. The Lead Customer Affiliate may not sublicense, transfer or assign any License of Microsoft® Windows® 95, Microsoft® Windows NT® Workstation, or any successor versions of those products, unless such sublicense, transfer or assignment is in accordance with the provisions of Sections 6(a) through (c) above, and, in addition, is part of a sale or transfer of the single computer system on which the licensed Select Software Product was first installed. The Lead Customer Affiliate may not transfer its right to upgrade any Select Software Product under Upgrade Advantage or Upgrade Advantage Plus.

7. Survival. Provisions of Sections 2 ("RESTRICTIONS"), 3 ("WARRANTY"), 4 ("LIABILITY"), 5 ("FACILITATING COMPLIANCE"), and 6 ("SUBLICENSE, TRANSFER OR ASSIGNMENT OF LICENSES") shall survive termination or expiration of this Participation Agreement.

The undersigned’s violation of the above-referenced terms and conditions shall be deemed to be a breach of this Participation Agreement and shall be grounds for immediate termination of all rights granted hereunder.

Dated as of the __________ day of ________________, 20__.

LEAD CUSTOMER AFFILIATE:

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Lead Customer Affiliate