



Visionary Insurance Partners
VIP Products & Service



HII, Health Insurance Innovations Contracting

Please complete all pages of the contract and send it back to Visionary Insurance Partners along with a copy of your **insurance license** for each state you wish to be appointed and **proof of E&O**

Once completed, please send to Lura @ VIP:

Email to: lura@vipagents.net

OR

Fax to: 610.779.3605

Please contact Lura with any questions at 484.772.4723 or via email lura@vipagents.net

Check out our website www.vipagents.net



HII Contracting Checklist

Please complete *a//*blanks on all required forms for faster contracting turnaround time.

Please complete and sign the attached agreement in its entirety. Please make sure you enter what type of business entity you have, for example- Corp., LLC, Sole Proprietor, etc... (On the first line, enter your name or agency as it appears on your state license. On the second line, enter your business entity. On the third line, enter your business or individual address.)

1. Complete and sign the agent profile form
2. Complete and sign the *commission direct deposit agreement*
 - a. If we are paying your business, please provide a voided business check;
 - b. If we are paying directly to your SS number, please send in a voided personal check. (Please note that the information must match the information listed on the IRS W-9 form)
3. Complete and sign the IRS W –9 form. *(if we are paying your commissions)
4. Please attach a copy of your current Errors and Omissions (E & O) Insurance.
5. Please submit a copy of your current individual and agency licenses for both your resident and non-resident states.
6. Please make sure you sign and date page 8 or 9 of this agreement
7. Please complete all attached carrier appointment forms

Agent Name _____ Date _____

Recruited by _____

Should you have any questions regarding this process, please contact Sales Support @ 877-376-5831- ext. 401

Please email or fax your all completed documents and requirement attachments to:

E-Fax: 1-813-354-2399

Email: salesupport@hiiquote.com

Mail: Health Insurance Innovations, Inc. – 15438 N. Florida Ave. Ste. 201- Tampa, FL 33613

For internal use only- Initialed and dated by:
Reviewed and approved the following-
Address is the same as the license(s)
MGA, GA, Agent matches name of Entity on corresponding
agreement-

Sales Support _____

Licensing _____

Compliance _____

GENERAL AGENT AGREEMENT

The parties to this GENERAL AGENT AGREEMENT (this "Agreement") are: Health Plan Intermediaries Holdings LLC, a Delaware limited liability company ("HII"), with its principal place of business at 15438 N. Florida Avenue, Suite 201, Tampa, FL 33613, and _____, a _____ ("GA"), with its principal place of business at _____.

Recitals

WHEREAS HII is a marketing and administrative company that provides medical care solutions to individuals and families; and

WHEREAS GA is a licensed insurance agent; and

WHEREAS, HII wishes to retain GA to represent it as GENERAL AGENT for purposes of soliciting and retaining licensed insurance agents to promote and effect sales of products available through HII and GA wishes to represent HII as its GENERAL AGENT, pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements made herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, HII and GA hereby agree as follows:

Terms

1. APPOINTMENT. HII hereby appoints GA as a General Agent, and GA agrees to act as HII's General Agent on the terms and conditions stated herein.
2. RELATIONSHIP. GA is an independent contractor, and nothing herein shall be construed to create the relationship of Employer and Employee between HII and GA. GA and HII acknowledge and agree that GA will be controlling the means, details, and amount of time by which GA performs its services under this Agreement. Except as expressly prohibited herein, GA shall be free to engage in any business activities of its choosing both during and after the term of this Agreement. In performance of any and all of the obligations hereunder, GA shall be acting on its own behalf and not as an employee, partner or associate of HII and it shall not hold itself out in any capacity other than a General Agent and GA shall not take any actions that exceed the authority specifically bestowed upon GA by HII herein. GA shall comply with all tax laws applicable to any compensation received by GA pursuant to this Agreement including, without limitation, the reporting of such amounts as income from the operation of a business, and the reporting and payment of all resulting income taxes and employment taxes.
3. TERM. This agreement shall become effective on the date when both parties have executed it and shall be for an indefinite term and is terminable at will, with notice as set forth herein.
4. GA's DUTIES. As a General Agent of HII, GA agrees to use GA's best efforts to:

- A. Recruit, timely & adequately train and supervise agents, subject to approval by HII, to promote and effect sales of products available through HII. HII reserves the right to refuse to accept any proposed agent, at the company's sole discretion.
- B. Distribute to GA's agent(s) approved, descriptive, and educational material regarding the products available through HII.
- C. Permit communication updates from all company email addresses.
- D. Permit on-site compliance audit/review on a yearly and/or as-needed basis for primary business and/or downline agents/agency(ies).
- E. Record and make readily available all sales verification calls. Agents must only use carrier-approved scripts that have been provided by HII.
- F. Comply with any/all requests made by HII to resolve regulatory/BBB/attorney complaints, to include notification of complaint if first received by GA or subcontractors.
- G. Comply with all HII's rules and regulations and with all laws and regulations of the state in which GA or its agents solicit business.
- H. Prevent GA's agent(s) from soliciting insurance for HII until the agent is duly licensed and appointed with the proper State Insurance Department.
- I. Possess current licenses for him or herself and for all agents in the state in which GA's agents solicit insurance, and for renewing these licenses yearly; for paying for all agents' licenses, bond fees, and fees and taxes required by any state, local or municipal governments.
- J. Ensure compliance with all applicable Telemarketing Rules, including Local, State, and Federal laws promulgated pursuant to the Telephone Consumer Protection Act (TCPA).
- K. Create and maintain an internal Do Not Call (DNC) list in accordance with Local, State, and National DNC registries, to include the development and implementation of internal policy and procedures that identify:
 - a. the process for notifying DNC Manager of new DNC requests
 - b. the appropriate definitions and required timelines to update the internal DNC list
 - c. the appropriate management of a DNC complaint up to and including its resolution
- L. Assign a DNC Manager to:
 - a. manage, update, and maintain the internal Do Not Call list
 - b. implement and disseminate internal DNC policy and procedures to all entity staff
 - c. obtain certification from each entity supplying leads to verify that supplied leads have been checked against the National and applicable State registries

- d. ensure purchased or agency-generated leads are not obtained via pre-recorded solicitation calls without the express, written consent of the persons being called, regardless of whether said persons are or are not on the Do Not Call registry
- e. scrub leads if the lead supplier does not certify that they were checked against the National and applicable State registries.
- f. check all supplied/purchased leads against the National, State, Local, and Internal DNC lists prior to distributing list for solicitation.

M. Ensure Producer's representatives do not place telephone calls to any telephone number on the applicable Internal, Local, State or National DNC registry, outside of exceptions listed in the registries' policies and procedures.

N. Ensure all Producer's staff, including full-time, part-time and 1099 employees receive, review and document receipt of the Producer's DNC policy and procedures. Written documentation of receipt and understanding of Producer's DNC policy is required to be kept on file in each staff members file & reconfirmed every six months.

5. GA's PRODUCTION REQUIREMENTS. GA shall be responsible for satisfying the production requirements described on Exhibit B to this Agreement.

6. COMPENSATION OF GA. GA shall receive the compensation described in Exhibit B to this Agreement.

7. LIMITATIONS ON AUTHORITY OF GA. GA does not possess nor is it entitled to exercise any authority or take any actions on behalf of HII other than those expressly conferred by this Agreement. The following specific limitations on the authority of GA do not exclude any other limitations on its authority. Specifically, by way of description, and not limitation, GA shall not have any authority:

- A. To make, alter or discharge any of the terms, rates, or conditions of any contract, policy or benefit program provided by HII, either directly or indirectly.
- B. To make, alter or waive any procedural rule or regulation of HII.
- C. To waive any forfeiture under any HII contract or product.
- D. To extend the time for payment on any premium.
- E. To guarantee dividends or experience rating refunds.
- F. To solicit or contract for the collection of any monies owed to HII.
- G. To issue or circulate advertisements or literature unless first approved in writing by HII.
- H. To alter any forms provided by HII.
- I. To substitute forms in place of those provided by HII.

- J. To expend, or contract for the expenditure of funds of HII, except as expressly authorized by HII in writing.
 - K. To act as a writing insurance agent, except as provided in the General Agent Commission Agreement between GA and HII.
 - L. To institute legal proceedings of any kind or character on behalf of HII in connection with any matter pertaining to business covered by this Agreement. GA agrees to notify HII immediately, in writing, of the institution of any legal proceedings against it or HII in connection with the business covered by this Agreement.
8. REPRESENTATIONS AND WARRANTIES OF GA. GA hereby represents and warrants to HII as follows:
- A. GA is duly licensed as an insurance agent in all states in which GA will engage in activities pursuant to this Agreement.
 - B. GA has the power to enter into this Agreement and to perform all of its obligations under the terms of this Agreement.
 - C. The execution, delivery and performance of this Agreement by GA have been duly authorized by all requisite action, and the person executing this Agreement on behalf of GA has full power and authority to do so.
 - D. No approval or consent of any other person is required in connection with the execution, delivery, and performance of this Agreement by GA.
 - E. The execution and delivery of this Agreement by GA, and the performance of GA's duties and responsibilities hereunder, will not (with the giving of notice or the lapse of time or both) constitute a violation of, constitute a default under, or be in conflict with, (i) any agreement, commitment or understanding to which GA is subject or by which it is bound, or (ii) any applicable statute, law, ordinance or regulation.
9. EXPENSES AND RESPONSIBILITIES. GA shall be solely responsible for all costs and expenses incurred by GA and the cost and expenses incurred by its agents and employees with respect to its duties and responsibilities under this Agreement. GA shall be responsible to HII for all premiums received by GA or by any employee, agent or representative of GA. In soliciting applications, neither GA nor its agents, or employees, will make representations or guarantees to applicants as to the issuance of a policy or coverage of specific medical conditions or claims. Each agent shall ask each applicant every question on the enrollment application and will record truthful and complete answers with nothing left out that the applicant in any way stated.
10. HOLD HARMLESS AGREEMENT. GA shall indemnify and hold harmless HII and its members, managers, employees and agents from, against and in respect of, any liability, loss, cost, damage, expense or payment, including reasonable attorneys' fees and expenses, incurred or suffered by any of them with respect to the breach of any representation, warranty, covenant or agreement by GA or by any employee, of GA. GA will further indemnify HII from any violation of the FTC's TSR and

rules promulgated pursuant to it, including the DNC rule, by GA's agency, agents, and/or subagents. GA is responsible to HII for the performance, fidelity, and honesty of its employees and agents during and after the term of their agreement with it as regards to this Agreement and for all funds collected or entrusted to it or its agents and employees. The provisions of this paragraph shall survive the termination of this Agreement for any reason.

11. SUPPLIES. All printed matter and supplies HII furnishes to GA are HII's property and shall be promptly returned to HII upon request or when this Agreement terminates. Outstanding commissions owed to GA may be withheld by HII until this property is received from GA by HII after demand by HII.
12. ASSIGNMENT. Neither this agreement nor any right or beneficial interest herein or acquired hereunder may be assigned by GA without the prior written consent of HII. The foregoing notwithstanding, GA may assign any payments or commissions due to GA pursuant to Schedule B to a bank or similar financial institution for purposes of serving as collateral, provided, however, that no such assignment shall in any way affect or be superior to HII's right to offset amounts owed by GA to HII whether under this Agreement or otherwise, against amounts due GA under this Agreement.
13. TERMINATION. GA may terminate this Agreement by mailing written notice, postage prepaid, to HII not less than thirty (30) days prior to the effective date of such termination provided in such notice. If no termination date is provided in such notice, this Agreement shall terminate thirty (30) days after receipt of such notice by HII. HII may terminate this Agreement by mailing written notice, postage prepaid, to GA at its last known post office address not less than thirty (30) days prior to the effective date of termination. If no termination date is provided in such notice, this Agreement shall terminate thirty (30) days after receipt of such notice by GA.
14. IMMEDIATE TERMINATION. HII may terminate this Agreement effective immediately upon mailing written notice, postage prepaid, to GA at its last known post office address, for any of the following actions by GA or its agents or employees:
 - A. Fraud;
 - B. Misappropriation of funds;
 - C. Failure to remit premiums or other monies due;
 - D. Failure to account for any monies received on behalf of HII;
 - E. Failure to follow and observe the rules or regulations prescribed by HII; and/or
 - F. Failure to meet GA's duties and obligations contained herein.
15. VESTING. In the event of termination other than for reasons listed above in Section 14, HII shall continue to pay compensation related to covered cases procured through the General Agent prior to the termination date of this Agreement in accordance with the terms contained in Schedule B. If this Agreement is terminated by HII for any of the reasons outlined in Section 14 above, no further compensation will be owed to GA after termination of this Agreement.
16. HIPAA Security and Privacy: GA. GA agrees to comply with all security and privacy requirements set forth on Exhibit A hereto.

17. RESTRICTIVE COVENANTS. HII, through its relationship with GA will provide GA with confidential information, business and professional contacts, and the ability to become known to the clients and potential clients of HII, and otherwise to have access to the business and proprietary secrets of HII. In consideration of the compensation payable to GA pursuant to Schedule B of this Agreement, GA agrees to abide and be bound by the restrictions and covenants set forth in this paragraph.

- A. Noncompetition/Noninterference/Nonsolicitation. Except with the prior written consent of HII, throughout the term of this Agreement, and for a period of one (1) year following the termination of this Agreement for any reason, GA shall not, directly or indirectly, as principal, agent, employee, employer, consultant, stockholder, partner or in any other capacity whatsoever:
- a. engage or participate in the conduct or management of, or own any stock or other equity investment in or debt of, any business that is competitive with the business of HII (as such business is then conducted) within the United States; provided, however that nothing herein shall be deemed to prohibit GA from owning equity or debt investments in any corporation, partnership or other entity the equity securities of which are traded on a national securities exchange or other public market, if such investments are passive investments and, if equity investments, constitute less than five percent (5%) of the outstanding equity securities of such entity;
 - b. solicit or encourage any licensed insurance agent to become a client of any business that is competitive with the business of HII (as such business is then conducted);
 - c. solicit, divert or hire away, or attempt to solicit, divert or hire away, any person engaged by HII as an employee, independent contractor, member, manager, officer, director, executive or other agent for the purpose of causing such person to leave his or her employment or contractual relationship with HII; or
 - d. solicit any client of HII for the purpose of causing such person to terminate its contractual relationship with HII, or otherwise interfere with any business relationship between HII and any other person.
- B. Confidentiality. GA recognizes and acknowledges that all records, documents, client lists, referral sources, financial information, computer print-outs, and other information of any kind relating to HII (whether or not reduced to writing) obtained by GA during the term of this Agreement, and not generally known to the public (collectively, "Confidential Information"), constitutes valuable, special, and unique and proprietary assets of HII. GA agrees it shall not at any time disclose any Confidential Information to any person, firm, corporation, association, or other entity, or use the same for any reason or purpose whatsoever, except as necessary or appropriate to perform GA's duties under this Agreement. GA shall keep such Confidential Information private and hold such Confidential Information in strictest confidence, and shall require its directors, officers, employees, representatives and advisors to keep such Confidential Information private and hold such Confidential Information in strictest confidence. Upon the termination of this Agreement for any reason, GA shall return to HII any Confidential Information that is capable of return.
- C. Injunction. HII and GA recognize and expressly agree that the extent of damages to HII in the event of a breach by GA of any restriction or covenant contained in this Section 17 would be impossible to

ascertain, that the irreparable harm arising out of any breach shall be irrefutably presumed, and that the remedy at law for any breach will be inadequate to compensate HII. Consequently, GA agrees that in the event of a breach of any such restriction or covenant, in addition to any other relief to which HII may be entitled, HII shall be entitled to enforce the restrictions and covenants by injunctive or other equitable relief ordered by a court of competent jurisdiction.

D. Survival. The provisions of this paragraph shall survive the termination of this Agreement for any reason.

18. ERRORS AND OMISSIONS. GA shall carry an Errors and Omissions liability policy covering GA for not less than \$1,000,000.00 per occurrence. GA shall provide copy of Errors and Omissions policy to HII upon execution of this Agreement. It is the GA's responsibility to notify HII of any changes to the policy.

19. FURTHER ACTION. Each party hereto agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

20. NO WAIVER. No party shall be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by any party in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

21. BINDING EFFECT; COUNTERPARTS. The covenants and agreements contained in this Agreement shall be binding on, and shall inure to the benefit of the successors and permitted assignees of the parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

22. AMENDMENT. This Agreement may be amended from time to time by HII upon thirty (30) days prior written notice from HII to GA.

23. ENTIRE AGREEMENT. This Agreement and its attached schedules and/or addendums constitute the entire agreement among the parties, and supersede and replace all existing or contemporaneous agreements or representations, oral or written, between the parties as to the subject matter contained herein. Exhibit A and Exhibit B to this agreement are incorporated herein by reference.

24. SEVERABILITY. If any paragraph, or other provision of this Agreement, or the application thereof, is held to be invalid, illegal, or unenforceable in any respect or for any reason, the remainder of this Agreement, and the application of the paragraph, or other provision to a person or circumstance with respect to which it is valid, legal, and enforceable, shall not be affected thereby.

25. GOVERNING LAW; VENUE. The laws of the State of Florida, excluding its choice of law provisions if such laws would result in the application of laws other than the laws of the State of Florida, shall govern any disputes between the parties, the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereunder. The exclusive forum selected for any proceeding or suit related to a dispute between the parties or this Agreement shall be in a federal or state court of competent jurisdiction located

in Hillsborough County, Florida. The parties hereto each consent to those courts' personal jurisdiction over them, and waive any defense, whether asserted by motion or pleading, that Hillsborough County, Florida is an improper or inconvenient venue.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, who have set their hands and seals individually or by their officers on the dates written below.

GA:

By:

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____ TITLE: _____

HII:

HEATH PLAN INTERMEDIARIES HOLDINGS, LLC

By:

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____ TITLE: _____

Internal Use Only

Reviewed by:

HII Licensing _____ Date _____

HII Compliance _____ Date _____

EXHIBIT A

I. PREAMBLE

Pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and any amendments thereto (“HIPAA”), the HIPAA Security and Privacy rule, 45 CFR Parts 160 and 164, and any amendments thereto (hereinafter the “HIPAA Security and Privacy Rule”), as well as other applicable federal and state privacy and confidentiality rules, You, as an GA, understand that the GA Agreement between You and Us in connection with Insurance Products (the “Agreement”) administered by Health Insurance Innovations, address Your obligations under the HIPAA Security and Privacy Rule.

II. GENERAL TERMS AND CONDITIONS

- a. All terms used in this Exhibit A shall have the meanings set forth in the HIPAA Security and Privacy Rule, unless otherwise defined herein or in the Agreement.
- b. You agree to establish and implement appropriate safeguards (including certain administrative requirements) for “Protected Health Information” (“PHI”) as defined by HIPAA in any form or medium, including electronic, You may create, receive, maintain, transmit, use, or disclose in connection with certain functions, activities, or services (collectively “services”) to be provided by You on behalf of Health Insurance Innovations.
- c. Where provisions of this Exhibit A are different from those mandated by the HIPAA Security and Privacy Rule, but are nonetheless permitted by the Rule, the provisions of this Exhibit A shall control.
- d. Nothing express or implied in this Exhibit A is intended to confer, nor shall anything herein confer, upon any person other than the You and your respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.

III. USE AND DISCLOSURE OF PHI

- a. Treatment, Payment, and Operations (“TPO”): You agree to create, receive, maintain, transmit, use, or disclose PHI only in a manner that is consistent with this Exhibit A and the HIPAA Security and Privacy Rule and only in connection with providing the services to or on behalf of Health Insurance Innovations identified in the Agreement and amendments thereto.
- b. Minimum Necessary and Limited Data Set: Your use, disclosure or request of PHI shall utilize a Limited Data Set as described in 45 CFR 164.514(e)(i) to the extent practicable. In performing of this Exhibit A and the Agreement, You shall use, disclose or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure or request.
- c. Other Permissible Uses and Disclosures: As permitted by 45 CFR §164.504(e)(4), You also may use or disclose PHI You receive in Your capacity as an GA only if:

- i. The use relates to: (1) the proper management and administration of You or to carry out legal responsibilities of You, or (2) data aggregation services relating to the health care operations of Health Insurance Innovations; or
- ii. The disclosure of PHI received in such capacity may be made in connection with a function, responsibility, or service identified above in (i)(1), and such disclosure is (1) required by law, or (2) You obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidential, and the person agrees to notify You of any breaches of confidentiality.

IV. OBLIGATIONS AND ACTIVITIES OF YOU

- a. You acknowledge that you are required by law to comply with sections 164.308, 164.310, 164.312 and 164.316 of the HIPAA Security Rule, and all additional security requirements of the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), that are applicable to Covered Entities. You further acknowledge that You are required by law to comply with the use and disclosure requirements of section 162.504(e) of the HIPAA Privacy Rule and all other privacy requirements of Subtitle D of the HITECH Act that are applicable to Covered Entities. HIPAA compliance requirements include, but are not limited to:
 - i. Subcontractors: You represent that (i) any disclosure You make will be permitted or required under applicable laws, and (ii) that You will obtain reasonable written assurances from any person or entity to whom You disclose the PHI that the PHI will be held confidentially and used or further disclosed only as required and permitted under the HIPAA Security and Privacy Rule and other applicable laws, and (iii) any such person or entity agrees to be governed by the same restrictions and conditions contained in this Exhibit A, and will notify You of any breaches of confidentiality of the PHI.
 - ii. Permissible Disclosures: Except as otherwise limited in this Exhibit A, You may disclose PHI to Health Insurance Innovations to perform duties specifically authorized under the Agreement.
 - iii. Safeguards: (i) You shall maintain safeguards as necessary to ensure that PHI is not used or disclosed except as provided for by this Exhibit A. (ii) You shall implement administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of PHI that You create, receive, maintain or transmit on behalf of Health Insurance Innovations as required by the HIPAA Security and Privacy Rule.
 - iv. Impermissible Use and Disclosure: You shall report to Health Insurance Innovations within ten calendar days of knowledge of any use or disclosure of PHI that is in violation of this Exhibit A and not permitted under the HIPAA Security and Privacy Rule.

- v. Accounting of Disclosures: You shall respond to Health Insurance Innovations within ten calendar days of receipt of a request for information that would be necessary for an accounting of disclosures of PHI as provided for in CFR §164.528 of the HIPAA Security and Privacy Rule. Such accounting shall include but not be limited to: the date of the disclosure, the name and, if known, the address of the recipient of the PHI, the name of the individual who is the subject of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Upon Health Insurance Innovations' instruction, You shall include disclosures made on or after the date that is up to 6 years prior to the request. You shall not be required to maintain a record of disclosures of PHI: (a) made for the purpose of Treatment, Payment or Healthcare Operations, (b) made to an individual who is the subject of the PHI, or (c) made pursuant to an authorization that is valid under HIPAA.
- vi. Access to PHI: You shall report to Health Insurance Innovations a request from an individual for access to PHI provided for in 45 CFR § 164.524 within ten calendar days of receipt of a request for access to PHI. You shall not respond to the individual requesting access to PHI without written authorization of GA and Health Insurance Innovations.
- vii. Amendment of PHI: You shall report to Health Insurance Innovations within ten calendar days of receipt of a request for amendment to PHI. You shall not alter or amend PHI You receive from Health Insurance Innovations without specific written authorization of Health Insurance Innovations, as applicable, as provided for in CFR §164.526 of the HIPAA Privacy Rule.
- viii. Requests for Restrictions. If an individual submits a request for restriction or request for confidential communications as provided for in 45 CFR § 164.522 to You, then You shall report such request to Health Insurance Innovations within five business days of receipt. You shall not respond to such requests without written authorization of Health Insurance Innovations.
- ix. Disclosures Required by Law: You may disclose PHI to report violations of law to appropriate Federal or State authorities, consistent with CFR §164.502.
- x. Access to Secretary of Health and Human Services ("HHS"): You shall make available to Health Insurance Innovations, HHS, or its agents, Your internal practices, books, and records relating to the use and disclosure of PHI as required in CFR §164.504 of the HIPAA Security and Privacy Rule.
- xi. You shall cooperate with Health Insurance Innovations to comply with the HIPAA Security and Privacy Rule.
- xii. You, Your agents, and subcontractors shall comply with applicable requirements of Standards for Electronic Transactions (45 CFR §§160 and 162).
- xiii. Of the transactions that You perform in the role of GA, You, Your agents, and subcontractors shall do the following:
 - 1. be prepared to transmit and accept transactions electronically in the Standard Format Identified in 45 CFR §§162.1101 through 162.1802;

2. adapt implementation plans and standards pursuant to applicable Implementation Guides;
 3. implement contingencies for non-compliant transactions as necessary to facilitate timely acceptance and payment of claims, particularly in light of state claim payment laws; and
 4. to the extent practicable, communicate with those providers, agents, or subcontractors who are submitting or receiving transactions electronically in order to facilitate compliant transactions.
- xiv. You understand and agree that from time-to time the Department of Health and Human Services might modify the standard transactions now identified in 45 CFR §§162.1101 through 162.1802. You, Your agents, and subcontractors agree to abide by any changes to such standard transactions that are applicable to services supplied by You in connection with the referenced Agreement.
- xv. You shall implement administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of electronic PHI (“ePHI”) that You create, maintain, or transmit on behalf of GA and Health Insurance Innovations as required by 45 CFR §164.314.
- xvi. You shall insure that any agent, including a subcontractor, to whom You provide such information agrees to implement reasonable and appropriate safeguards to protect it.
- xvii. Security Incidents. You shall report to Health Insurance Innovations any security incident, as defined in 45 CFR § 164.304, of which You becomes aware within ten calendar days of knowledge of such incident.
- xviii. Breaches. Pursuant to 45 CFR § 164.410, in the event of a breach by You of unsecured PHI, as the terms “breach” and “unsecured PHI” are defined in 45 CFR § 164.402, You shall report such breach to GA and Health Insurance Innovations within ten calendar days of knowledge of such breach. Your report shall include the identity of each individual whose PHI has been breached, such individual’s contact information, the information breached, the nature/cause of the breach including the recipient of the PHI, the date or period of time during which the breach occurred, any corrective action taken to limit or further mitigate the current breach and future breaches and any other information required to allow Health Insurance Innovations to provide a notification of breach consistent with 45 CFR § 164.404. You are responsible for any and all costs related to notification of individuals or next of kin (if the individual is deceased) of any security or privacy breach reported by You to Health Insurance Innovations.

V. OBLIGATIONS OF HEALTH INSURANCE INNOVATIONS

- a. Health Insurance Innovations shall provide You with any changes in, or revocation of, or authorization by Individual to use or disclose PHI, if such changes affect Your permitted or required uses and disclosures.

b. Health Insurance Innovations shall notify You of any restriction to the use or disclosure of PHI that HII has agreed to in accordance with 45 CFR §164.522.

VI. TERMINATION

a. This Exhibit A may be terminated in accordance with the termination rights set forth in the Agreement.

b. Termination not feasible: If termination of this Exhibit A would cause irreparable business interruption or harm to customers of Health Insurance Innovations , or is otherwise not feasible, the parties shall make all efforts reasonable to cure breach or mitigate harm caused by such breach. If this occurs and this Exhibit A is not terminated, Health Insurance Innovations may report the situation to the Secretary of Health and Human Services.

c. Return or Destruction of PHI: Upon the termination or expiration of the Agreement or this Exhibit A, You agree to return the PHI to Health Insurance Innovations, destroy the PHI (and retain no copies), or further protect the PHI if You determine that return or destruction is not feasible. If return or destruction of PHI is infeasible, You shall extend the protections of this Exhibit A to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as You maintain such PHI.

EXHIBIT B

GA's PRODUCTION REQUIREMENTS. GA shall be responsible for satisfying the following production requirements:

Month 1: _____

Month 2: _____

Month 3: _____

Month 4: _____

Month 5: _____

Month 6: _____

Thereafter: _____

COMPENSATION OF GA.

See Attached Commission Addendum.

GA please complete the following information about you and your company:

GA Name: _____ SS#: _____ DOB: _____
Corporation Name: _____ Tax ID#: _____
Business Address: _____ City: _____ ST: _____ Zip: _____
Telephone #: (____) _____ Fax #: (____) _____ Cell #: (____) _____
Resident Address: _____ City: _____ ST: _____ Zip: _____
E-mail: _____ Web: _____

Also include the following documents as attachments:

1. The signed GA commission addendum
2. Copies of the agency and your current insurance agent license(s)
3. Any appointment fees and forms, if required by the insurance companies
4. IRS W-9 form
5. EFT form and voided check for commission automatic deposits

Please mail or fax the forms to your HII sales representative.

AGENT FORM

Last Name	First Name	Middle		
Social Security Number	Date of Birth	US Citizen	<input type="checkbox"/> YES	<input type="checkbox"/> No
Agency Name	Tax ID#			
Resident Address 1	City	State	Zip	
Resident Address 2	City	State	Zip	
Business Address 1	City	State	Zip	
Business Address 2	City	State	Zip	
Business Phone	Cell Phone	Fax Number		
Email	Website			
Preferred Mailing Address:	<input type="checkbox"/> Business	<input type="checkbox"/> Resident		

Please check off the states below, in which you will be representing HII. Please provide a current copy of insurance license(s) for each state checked. We also need a copy / proof of your E&O insurance.

If assigning commissions to an agency or corporation, please also provide a copy of the agency license (if applicable).

<input type="checkbox"/> AL	<input type="checkbox"/> AK	<input type="checkbox"/> AZ	<input type="checkbox"/> AR	<input type="checkbox"/> CA	<input type="checkbox"/> CO	<input type="checkbox"/> CT	<input type="checkbox"/> DE	<input type="checkbox"/> DC	<input type="checkbox"/> FL	<input type="checkbox"/> GA
<input type="checkbox"/> HI	<input type="checkbox"/> ID	<input type="checkbox"/> IL	<input type="checkbox"/> IN	<input type="checkbox"/> IA	<input type="checkbox"/> KS	<input type="checkbox"/> KY	<input type="checkbox"/> LA	<input type="checkbox"/> ME	<input type="checkbox"/> MD	<input type="checkbox"/> MA
<input type="checkbox"/> MI	<input type="checkbox"/> MN	<input type="checkbox"/> MS	<input type="checkbox"/> MO	<input type="checkbox"/> MT	<input type="checkbox"/> NE	<input type="checkbox"/> NV	<input type="checkbox"/> NH	<input type="checkbox"/> NJ	<input type="checkbox"/> NM	<input type="checkbox"/> NY
<input type="checkbox"/> NC	<input type="checkbox"/> ND	<input type="checkbox"/> OH	<input type="checkbox"/> OK	<input type="checkbox"/> OR	<input type="checkbox"/> PA	<input type="checkbox"/> RI	<input type="checkbox"/> SC	<input type="checkbox"/> SD	<input type="checkbox"/> TN	<input type="checkbox"/> TX
<input type="checkbox"/> UT	<input type="checkbox"/> VT	<input type="checkbox"/> VA	<input type="checkbox"/> WA	<input type="checkbox"/> WV	<input type="checkbox"/> WI	<input type="checkbox"/> WY				

Notice Regarding Background Checks

Before our company may begin processing your appointment and/or license application, we are required by *federal law to ensure that all agents and/or employees we wish to do business with are not convicted criminals or felons.

We will notify you if your background report results are unfavorable and we consequently decline your license appointment. In addition, you will be advised to discontinue submission of business to our company and/or service to any of our clients as well. In the event that the information reflected in the criminal report is incorrect, we will advise you of the protocol to appeal.

*Criminal checks are based on the Violent Crime Control Act of 1994.

Additional Information Required to Sell the Freedom Access Membership:

Drivers License Number

Spouse's Name

Date of Birth

Last Five Years of Employment

REQUIRED: Mail your completed required forms and a copy of your current license(s) to your GA or MGA.

If you do not have a listed GA or MGA, send via:

Mail: Health Insurance Innovations
218 East Bearss Ave., Suite 325
Tampa, FL 33613

OR

Fax: 1-877-376-5832



Health Insurance Innovations
218 E. Bearss Ave., Suite 325
Tampa, FL 33613
Phone: 1-877-376-5831
Fax: 1-877-376-5832

Commission Automatic Direct Deposit & Agent Authorization Agreement Form

*Producer Name: _____ or Company Name: _____

*Producer SSN: _____ or Company FEIN: _____

Producer E-mail Address: _____ For notification of funds availability)

***Note:** All Commission earnings are reported to the IRS under the FEIN (or SSN) of the license holder *(as allowed under State licensing regulations)*. Please sign below in acknowledgement.

Producer Signature: _____ Date: _____

I (we) hereby authorize **Health Insurance Innovations, LLC** through **Fifth Third Bank**, to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries made in error to my (our) account listed below. I (we) also authorize my (our) depository named below, to debit and/or credit the same to such account. I can cancel or authorize a change to the bank information for this automatic deposit at any time by calling or writing to Health Insurance Innovations, LLC or its authorized agent. I agree that Health Insurance Innovations, LLC or my Financial Institution can cancel automatic deposits for any reason at any time. I have a copy of this agreement and I know I can also contact Health Insurance Innovations, LLC or its agent for a copy.

Authorized Name on Account (Print): _____

Bank/Credit Union Information: (Attach a voided check or savings account slip)

Bank Name: _____ Branch Location: _____

Indicate one: _____ Checking Account _____ Savings Account

Routing /ABA Number (Must be 9 digits) : _____

Account Number: _____

Authorized Account Signature on Account: _____

**ATTACH VOIDED
CHECK HERE**

MGA Name: _____ HII Code #: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

APPOINTMENT CONTRACT

INSTRUCTIONS TO BECOME APPOINTED & CONTRACTED WITH COMPANION LIFE INSURANCE COMPANY:

1. All information ***must be*** filled in and this form signed and dated before it can be approved and processed.
2. Attach a photocopy of your current Producer license for all states to be appointed.
3. If Commissions are being paid to an agency, please attach a photocopy of Agency License.
4. If commissions are to be paid to an agency, give Agency Name _____ and Tax ID No: _____.

☐ Mr. ☐ Ms. ☐ Mrs.

LAST NAME: _____ FIRST NAME: _____

MIDDLE NAME: _____ NICKNAME: _____

BUSINESS OVERNIGHT MAILING ADDRESS:

(STREET) (CITY) (STATE) (ZIP)

EMAIL ADDRESS: _____

BUSINESS PHONE: _____ FAX NUMBER: _____

HOME ADDRESS:

(STREET) (CITY) (STATE) (ZIP)

COUNTY: _____

SOCIAL SECURITY NUMBER: _____ DATE OF BIRTH: _____

NATIONAL PRODUCER NUMBER: _____

SEND CORRESPONDENCE TO: ☐ BUSINESS ADDRESS (OR) ☐ HOME ADDRESS

YES NO

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been convicted of, or currently charged with, any felony involving dishonesty or breach of trust? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been convicted of, or currently charged with, committing a crime involving moral turpitude since becoming licensed? |
| <input type="checkbox"/> | <input type="checkbox"/> | With the exception of credit life and disability insurance agents, are you employed by or associated with any degree, directly or indirectly, a financial institution as defined in section 626.988, F.S.? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been convicted of any crime under the Violent Crime Control and Law Enforcement Act of 1994 (18 United States Code, §§1033 and 1034)? |
| <input type="checkbox"/> | <input type="checkbox"/> | Do you have an outstanding debt with any insurance company? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been bankrupt or insolvent, either personally or professionally? |
| <input type="checkbox"/> | <input type="checkbox"/> | Has an insurance company ever canceled a contract with you for any reason other than lack of production? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever had a complaint filed against you by a state or provincial insurance department? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever had an insurance license denied or revoked by a state or province? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been refused a surety or fidelity bond? |

If the answer to any of these questions is "yes," please provide details on a separate sheet of paper.

By my signature below, I hereby certify that I have reviewed this application and the information contained herein is wholly true, correct and complete to the best of my knowledge and belief. I understand that Companion Life Insurance Company, and or its affiliates or assignees, hereinafter called (the "COMPANY") may conduct information searches to verify the information contained in this application. If any information given to obtain or maintain an appointment is found to be incorrect or incomplete, it will be grounds for rejecting this application or for termination of my appointment at the sole discretion of the COMPANY. The COMPANY retains sole authority to terminate any appointment subject to applicable laws and regulations.

All applicants and appointed agents must comply with all insurance laws, regulations and insurance department bulletins in the jurisdictions in which appointed. The applicant may not use, distribute, or publish any advertisements (as defined by the laws of the jurisdictions for which the applicant is appointed), solicit materials, or proposal, until all state licensing and appointment and/or contract requirements are met, and you have been advised by the COMPANY. Following applicant's notification of the approved appointment by COMPANY, appointed agent may not use, distribute, or publish any advertisements (as defined by the laws of the jurisdictions for which the applicant is appointed), solicit materials, or proposal which has not been filed with and approved in writing by COMPANY. The applicant and approved agent shall not use COMPANY service or trademarks without the prior written consent of COMPANY. The applicant and appointed agent hereby agree to assist and cooperate with COMPANY regarding any and all insurance department inquiries, complaints or investigations.

FAIR CREDIT REPORTING ACT DISCLOSURE

When considering your application for appointment, when making a decision whether to execute an appointment, when deciding whether to continue your appointment (if you are appointed), and when making other appointment related decisions directly affecting you, the COMPANY may obtain and use a "consumer report" from a "consumer reporting agency." These terms are defined in the Fair Credit Reporting Act (FCRA), which applies to you. As an applicant for agent appointment, you are a "consumer" with rights under the FCRA. A "consumer report" is any written, oral or other communication of any information by a "consumer reporting agency" bearing on a consumer's character, general reputation, personal characteristics or mode of living. You may also contact the Federal Trade Commission about your rights under the FCRA as a "consumer" with regard to "consumer reports" and "consumer reporting agencies." You have a right to make a written request, with a reasonable period of time, to receive information about the nature and scope of this investigation.

DATE

AGENT SIGNATURE

DATE APPROVED

COMPANION LIFE INSURANCE COMPANY

*SUMMARY OF PRODUCER APPOINTMENT REQUIREMENTS FOR CURRENTLY LICENSED PRODUCERS				
PRE-APPOINTED STATES				
Georgia (GA)	Montanta (MT)	North Carolina (NC)	Pennsylvania (PA)	Washington (WA)
Kansas (KS)		Louisiana (LA)		
NO PRE-APPOINTMENT REQUIREMENTS				
Alabama (AL)	Alaska (AK)	Arkansas (AR)	Arizona (AZ)	California (CA)
Colorado (CO)	Connecticut (CT)	Delaware (DE)	District of Columbia (DC)	Florida (FL)
Hawaii (HI)	Illinois (IL)	Idaho (ID)	Indiana (IN)	Iowa (IA)
Kentucky (KY)	Maine (ME)	Maryland (MD)	Massachusetts (MA)	Michigan (MI)
Minnesota (MN)	Mississippi (MS)	Missouri (MO)	Nebraska (NE)	Nevada (NV)
New Hampshire (NH)	New Jersey (NJ)	New Mexico (NM)	New York (NY)	North Dakota (ND)
Ohio (OH)	Oklahoma (OK)	Oregon (OR)	Rhode Island (RI)	South Carolina (SC)
South Dakota (SD)	Tennessee (TN)	Texas (TX)	Utah (UT)	Vermont (VT)
Virginia (VA)	West Virginia (WV)	Wisconsin (WI)	Wyoming (WY)	



AGREEMENT WITH BUSINESS ASSOCIATE

This Agreement ("BAA") is effective upon execution, and is made by and between **the undersigned Agent/Agency** ("Business Associate") and Companion Life Insurance Company ("Company").

Company and Business Associate mutually agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations (45 C.F.R. Parts 160-64) and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), that are applicable to business associates, along with any guidance and/or regulations issued by DHHS. Company and Business Associate agree to incorporate into this Agreement any regulations issued with respect to the HITECH Act that relate to the obligations of business associates. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HITECH Act.

A. Privacy & Security of Protected Health Information and Electronic Protected Health Information.

1. **Permitted Uses and Disclosures.** Business Associate is permitted or required to use or disclose Protected Health Information ("PHI") and electronic PHI it creates or receives for or from Company or to request PHI and electronic PHI on Company's behalf only as follows:
 - a) **Functions and Activities on Company's Behalf.** To perform functions, activities, services, and operations on behalf of Company, consistent with HIPAA, the HITECH Act, and their implementing regulations as specified in the Producer Appointment Agreement.
 - b) **Business Associate's Operations.** Business Associate may use the Minimum Necessary PHI and electronic PHI for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose the Minimum Necessary PHI and electronic PHI for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:
 - (i) The disclosure is required by law; or
 - (ii) Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate will disclose PHI or electronic PHI that the person or organization will:
 - a. Hold such PHI, electronic PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as Required by Law; and
 - b. Promptly notify Business Associate (who will in turn promptly notify Company) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI or electronic PHI was breached.
2. **Minimum Necessary and Limited Data Set.** Business Associate's use, disclosure or request of Protected Health Information shall utilize a Limited Data Set if practicable. Otherwise, Business Associate will, in its performance of the functions, activities, services, and operations specified in Section A.1(a) above, make reasonable efforts to use, to disclose, and to request of a Covered Entity only the minimum amount of Company's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request.
3. **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose PHI or electronic PHI except as permitted or required by this Agreement, as otherwise permitted in writing by Company, or as required by law. This Agreement does not authorize Business Associate to use or disclose PHI or electronic PHI in a manner that would violate the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64) or the HITECH Act and its implementing regulations, if done by Company, except as set forth in Section A(1)(b).
4. **Sale of PHI:** Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except where permitted by the Agreement and consistent with applicable law.
5. **Marketing:** Business Associate shall not directly or indirectly receive payment for any use or disclosure of PHI for marketing purposes except where permitted by the Agreement and consistent with applicable law.

6. **Fundraising:** Business Associate shall not use or disclose PHI for fundraising purposes except where permitted by the Agreement and consistent with applicable law.
7. **Genetic Information:** Business Associate shall not use or disclose genetic information to the extent prohibited by 45 C.F.R. § 164.502(a)(5)(i).
8. To the extent that Company and Business Associate agree that Business Associate is to carry out Company's or its clients' obligations under 45 C.F.R. Part 164, Subpart E (the Privacy Rule), Business Associate shall comply with the requirements of the Privacy Rule that apply to Company or its clients in the performance of such obligation. In addition, Business Associate shall comply with the applicable requirements of 45 C.F.R. Part 164, Subpart C. This provision shall not be interpreted to limit the generality of any other provision of this Agreement.
9. **Information Safeguards.** Business Associate will develop, document, implement, maintain, and use appropriate administrative, technical, and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 C.F.R. Part 164, Subparts C & E, and any other implementing regulations issued by the U.S. Department of Health and Human Services (including, but not limited to, CMS Core Security Requirements, if applicable), and any other applicable laws. The safeguards will be designed to preserve the integrity, availability and confidentiality of electronic PHI, and to prevent intentional or unintentional non-permitted or violating use or disclosure of, PHI. Business Associate will additionally develop any safeguards to the extent required by the HITECH Act. Business Associate will document and keep these safeguards current. Business Associate agrees to mitigate any harmful effect that is known to the Business Associate resulting from a use or disclosure of PHI or electronic PHI by the Business Associate or its subcontractors in violation of the requirements of this Agreement.
10. **Subcontractors and Agents.** Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this Agreement or in writing by Company to disclose PHI and electronic PHI, to provide reasonable assurance, evidenced by written contract, that such subcontractor or agent will comply with the same privacy and security obligations as Business Associate with respect to such PHI and, electronic PHI.

B. Compliance with Standard Transactions. If Business Associate conducts, in whole or part, Standard Transactions for or on behalf of Company, Business Associate will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of Company that:

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
2. Adds any data element or segment to the maximum defined data set;
3. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
4. Changes the meaning or intent of the Standard Transaction's implementation specification.

C. Individual Rights.

1. **Access.** Business Associate will, within five (5) business days after Company's request, make available to Company or, at Company's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies any PHI and electronic PHI about the individual that is in Business Associate's custody or control, so that Company may meet its access obligations under 45 C.F.R. § 164.524 and, where applicable, the HITECH Act. Business Associate shall make such information available in an electronic format where directed by Company.
2. **Amendment.** Business Associate will, upon receipt of notice from Company, promptly amend or permit Company access to amend any portion of the PHI and electronic PHI, so that Company may meet its amendment obligations under 45 C.F.R. § 164.526.
3. **Disclosure Accounting.** So that Company may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:
 - a) **Disclosure Tracking.** Business Associate will record information concerning each disclosure of PHI or electronic PHI, not excepted from disclosure tracking under Agreement Section C.3(b) below, that Business Associate makes to Company or a third party. The Disclosure Information Business Associate will record includes: (i) the disclosure date; (ii) the name and (if known) address of the person or entity to whom Business

Associate made the disclosure; (iii) a brief description of the PHI or electronic PHI disclosed; and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the "disclosure information"). Business Associate further shall provide any additional information to the extent required by the HITECH Act and any accompanying regulations. For repetitive disclosures Business Associate makes to the same person or entity for a single purpose, Business Associate may provide (x) the disclosure information for the first of these repetitive disclosures; (y) the frequency, periodicity or number of these repetitive disclosures; and (z) the date of the last of these repetitive disclosures.

Business Associate will make this disclosure information available to Company within ten (10) business days after Company's request.

- b) **Exceptions from Disclosure Tracking.** Business Associate need not record disclosure information or otherwise account for disclosures of PHI or electronic PHI that this Agreement or Company in writing permits or requires (i) for purposes of Treating the individual who is the subject of the PHI or electronic PHI disclosed, payment for that Treatment, or for the Health Care Operations of Company or Business Associate (except where such recording or accounting is required by the HITECH Act, and as of the effective dates for this provision of the HITECH Act); (ii) to the individual who is the subject of the PHI or electronic PHI disclosed or to that individual's personal representative; (iii) pursuant to a valid authorization by the person who is the subject of the PHI or electronic PHI disclosed; (iv) to persons involved in that individual's health care or Payment related to that individual's health care; (v) for notification for disaster relief purposes; (vi) for national security or intelligence purposes; (vii) as part of a Limited Data Set; or (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody.
 - c) **Disclosure Tracking Time Periods.** Unless otherwise provided under the HITECH Act, Business Associate must have available for Company the disclosure information required by Agreement Section C.3(a) for the six (6) years preceding Company's request for the disclosure information. In addition, where Business Associate is contacted directly by an individual based on information provided to the individual by Company, and where so required by the HITECH Act and/or any accompanying regulations, Business Associate shall make such Disclosure Information available directly to the individual.
4. **Restriction Requests; Confidential Communications.** Business Associate shall immediately notify Company's Privacy Officer of any individual request made pursuant to 45 C.F.R. § 164.522 that Company or Business Associate restrict the disclosure of protected health information of the individual. Business Associate will comply with any requests for restriction requests and confidential communications of which it is aware and to which Company agrees pursuant to 45 C.F.R. § 164.522 (a) and (b).
5. **Inspection of Books and Records.** Business Associate will make its internal practices, books, and records, relating to its use and disclosure of PHI or electronic PHI, available to Company and to the U.S. Department of Health and Human Services to determine compliance with 45 C.F.R. Parts 160-64 or this Agreement.

D. Breach of Privacy & Security Obligations.

1. **Breach.** Business Associate will report to Company any use or disclosure of PHI or electronic PHI not permitted by this Agreement or by Company in writing. Business Associate will make the report to Company's Privacy Officer within three (3) business days after Business Associate knew or by the exercise of reasonable diligence should have known of such non-permitted use or disclosure. In addition, Business Associate will report, following discovery and without unreasonable delay, but in no event later than three (3) business days following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by the HITECH Act and any implementing regulations, even if Business Associate deems the unauthorized acquisition, access or use to be in good faith, unintentional or inadvertent and even if Business Associate deems the risk of harm posed to the individuals involved to be insignificant. Business Associate shall cooperate with Company in investigating the Breach and in meeting the Company's obligations under the HITECH Act and any other security breach notification laws.

Any such report shall include the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate's report will, at a minimum:

- a) Identify the nature of the non-permitted access, use or disclosure, including the date of the Breach and the date of discovery of the Breach;
- b) Identify the PHI or electronic PHI accessed, used or disclosed as part of the Breach (e.g. full name, social security number, date of birth, etc.);

- c) Identify who made the non-permitted or violating access, use or disclosure and who received the non-permitted disclosure;
 - d) Identify what corrective action Business Associate took or will take to prevent further non-permitted access, uses or disclosures;
 - e) Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure; and
 - f) Provide such other information, including a written report, as Company may reasonably request.
2. **Security Incident.** Business Associate will additionally report to Company as requested by the Company any attempted or successful (a) unauthorized access, use, disclosure, modification, or destruction of Company's electronic PHI of which Business Associate becomes aware, or (b) interference with system operations in Business Associate's Information System containing Company's electronic PHI ("Security Incident") of which Business Associate becomes aware. If the Security Incident resulted in an unauthorized access, use, or disclosure, then a written report shall be provided according to the timeline and content requirements in Section D.1 above.
3. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect resulting from any Breach or attempted or successful Security Incident. In addition, Business Associate shall cooperate with and implement any reasonable mitigation requests by Company relating to any Breach or attempted or successful Security Incident. Any mitigation performed pursuant to this Section shall be done at Business Associate's expense.

E. General Provisions.

1. Termination of Agreement.

a) **Right to Terminate for Breach.**

- (i) Company may terminate Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this Agreement. Company may exercise this right to terminate Agreement by providing Business Associate written notice of termination, stating the breach of the Agreement that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in Company's notice of termination. If for any reason Company determines that Business Associate has breached the terms of this Agreement and such breach has not been cured, but Company determines that termination of the Agreement is not feasible, Company may report such breach to the U.S. Department of Health and Human Services.
- (ii) Business Associate may terminate Agreement if it determines, after reasonable consulting with Company, that Company has breached any material provision of this Agreement and upon written notice to Company of the breach, Company fails to cure the breach within thirty (30) days after receipt of the notice. Business Associate may exercise this right to terminate Agreement by providing Company written notice of termination, stating the failure to cure the breach of this Agreement that provides the basis for the termination. Any such termination will be effective upon such reasonable date as the parties mutually agree. If Business Associate reasonably determined that Company has breached a material provision of this Agreement and such breach has not been cured, but Business Associate and Company mutually determine that termination of the Agreement is not feasible, Business Associate may report such breach to the U.S. Department of Health and Human Services.

b) **Obligations upon Termination.**

- (i) **Return or Destruction.** Upon termination, cancellation, expiration or other conclusion of Agreement, Business Associate will, if feasible, return to Company or destroy all PHI and electronic PHI in whatever form or medium (including any electronic medium) and all copies of any data or compilations derived from and allowing identification of any individual who is a subject of PHI and electronic PHI. Company will determine, in its sole discretion, whether Business Associate will destroy or return such PHI and electronic PHI. Business Associate will complete such return or destruction as promptly as possible, but not later than ten (10) business days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. All costs related to the Business Associate's return or destruction of PHI and electronic PHI will be paid by the Business Associate. Business Associate will identify any PHI and electronic PHI that cannot feasibly be returned to Company or destroyed. Business Associate will limit its further use or disclosure of that PHI and electronic PHI to those purposes that make return or destruction of that PHI and electronic PHI infeasible. Within ten (10) business days after the effective date of the

termination, cancellation, expiration or other conclusion of Agreement, Business Associate will (a) certify on oath in writing to Company that such return or destruction has been completed, (b) deliver to Company the identification of any PHI and electronic PHI for which return or destruction is infeasible, and (c) certify that it will only use or disclose such PHI and electronic PHI for those purposes that make return or destruction infeasible.

- (ii) Continuing Privacy Obligation. Business Associate's obligation to protect the privacy of the PHI and electronic PHI it created or received for or from Company will be continuous and survive termination, cancellation, expiration or other conclusion of Agreement.
 - c) Other Obligations and Rights. Business Associate's other obligations and rights and Company's obligations and rights upon termination, cancellation, expiration or other conclusion of Agreement will be those set out in the Agreement.
2. **Indemnity**. Each party (the "Indemnifying Party") will indemnify and hold harmless the other (the "Indemnified Party") and any Indemnified Party affiliate, officer, director, employee or agent from and against any reasonable expenses, including, without limitation, judgments, settlements, penalties, assessments, reasonable attorney's fees and costs, incurred as a direct result of a third-party claim arising out of or in connection with a breach of this Agreement by the Indemnifying Party or any subcontractor, agent, person or entity under the Indemnifying Party's control. . This duty of indemnity is contingent upon the Indemnified Party giving the Indemnifying Party the following: (a) prompt notice of the third-party claim; (b) an opportunity to exercise sole control over the defense and/or settlement of the third-party claim, provided that the Indemnifying Party shall secure the Indemnified Party's advance, written consent to any settlement; and (c) reasonable assistance in the defense and/or settlement of the third-party claim
3. **Definitions**. With respect to any information created, received, maintained, or transmitted by Business Associate from or on behalf of Company or another business associate of Company ("Company Information"), the following definitions apply:
- a) The capitalized terms "Covered Entity," "Electronic Protected Health Information ("electronic PHI" or "ePHI" shall be construed to be "Electronic Protected Health Information"), "Protected Health Information" ("PHI" shall be construed to be "Protected Health Information"), "Standard," "Trading Partner Agreement," and "Transaction" have the meanings set out in 45 C.F.R. § 160.103.
 - b) The term "Standard Transactions" shall have the meaning set out in 45 C.F.R. § 162.103. The term "Minimum Necessary" shall have the meaning set out in 45 C.F.R. § 164.502.
 - c) The term "Required by Law" has the meaning set out in 45 C.F.R. § 164.103.
 - d) The terms "Health Care Operations," "Payment," "Research," and "Treatment" have the meanings set out in 45 C.F.R. § 164.501.
 - e) The term "Limited Data Set" has the meaning set out in 45 C.F.R. § 164.514(e). The term "use" means, with respect to PHI, utilization, employment, examination, analysis or application within Business Associate.
 - f) The terms "disclose" and "disclosure" mean, with respect to PHI, release, transfer, providing access to or divulging to a person or entity not within Business Associate.
 - g) Any other capitalized terms not identified here shall have the meaning as set forth in 45 Code of Federal Regulations ("C.F.R.") Parts 160-64 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or in the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act").
4. **Owner of Protected Health Information**. Company is the exclusive owner of PHI and electronic PHI generated or used under the terms of the Agreement or this Agreement.
5. **Amendment to Agreement**. Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to PHI, electronic PHI or Standard Transactions, this Agreement will automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations.
6. **Disclosure of De-identified Data**. The process of converting PHI or electronic PHI to De-identified Data ("DID") is set forth in 45 C.F.R. § 164.514. In the event that Company provides Business Associate with DID, Business

Associate shall not be given access to, nor shall Business Associate attempt to develop on its own, any keys or codes that can be used to re-identify data.

7. **Creation of De-identified Data.** In the event Business Associate wishes to convert PHI or electronic PHI to DID, it must first subject its proposed plan for accomplishing the conversion to Company for Company's approval, which shall not be unreasonably withheld.
8. **Intent.** The parties agree that there are no intended third party beneficiaries under this Agreement.
9. **Business Associate Guidance.** Business Associate shall comply with any reasonable written policy, procedure or guidance concerning access to PHI for healthcare operations (as that term is defined in 45 C.F.R. Part 164) that is given by Companion Life Insurance Company to Business Associate.

IN WITNESS WHEREOF, Company and Business Associate execute this Agreement in multiple originals to be effective on the last date written below.

[Agency or Agent Name] _____

Print Agency/Agent Name

Companion Life Insurance Company


By: _____

Printed Name: _____

SSN: _____

Title: _____

Date: _____

By:  _____

Printed Name: Trescott N. Hinton, Jr.

Title: President

Date: _____



218 E Bearss Ave., Suite 325 • Tampa, FL 33613
Phone: (877) 376-5831 • Fax: (813) 354-2399

Agent Commission Addendum
Effective Date: _____

Short Term Medical Insurance

	<u>First & Reapply Applications</u>	<u>Enrollment Fee</u>	<u>Mo. Admin. Fee</u>
<input type="checkbox"/> 1st Med STM: Companion Life Insurance Company	20%	\$ _____	\$ _____
<input type="checkbox"/> HealthMed STM: HCC Life Insurance Company	20%	\$ _____	\$ _____
<input type="checkbox"/> Essential Med STM: * Starr Indemnity & Liability Company	20%	\$ _____	\$ _____
<input type="checkbox"/> Sensible Med STM: Markel Insurance Company	20%	\$ _____	\$ _____

Ancillary Products

	<u>1st Year</u>	<u>Renewals</u>	<u>Enrollment Fee</u>	<u>Mo. Admin. Fee</u>
<input type="checkbox"/> Freedom Accident Medical (Added to STM)	49%	10%		
<input type="checkbox"/> Freedom Accident Medical (Stand Alone)	28%	28%	\$ _____	\$ _____
<input type="checkbox"/> Freedom Critical Illness & ER (Added to STM)	49%	10%		
<input type="checkbox"/> Freedom Critical Illness & ER (Stand Alone)	28%	28%		
National Foundation Life Insurance Company or Freedom Life Insurance Company of America				
<input type="checkbox"/> Savers RX Insurance (Added to STM) Companion Life Insurance Company	30%	30%		
<input type="checkbox"/> Foundation Dental (Stand Alone) National Casualty Insurance Company	11%	11%	\$ _____	<u>\$15.00</u>
<input type="checkbox"/> Foundation Vision (Add-on) Nationwide Insurance Company	13%	13%		
<input type="checkbox"/> Careington Extra Care Package	\$16	\$16		
<input type="checkbox"/> Cigna Dental Network Access	50%	50%	\$ _____	

Limited Medical Products

	<u>1st Year</u>	<u>Renewals</u>	<u>Enrollment Fee</u>	<u>Mo. Admin. Fee</u>
<input type="checkbox"/> Principle Advantage 500, 750, 1,000 Companion Life Insurance Company	28%	28%	\$ _____	\$ _____
<input type="checkbox"/> Principle Advantage 500 Option 2 Companion Life Insurance Company	18%	18%	\$ _____	\$ _____
<input type="checkbox"/> Freedom Access National Foundation Life Insurance Company or Freedom Life Insurance Company of America	28%	28%	\$ _____	\$ _____

**Essential STM Commission for sales in the following states are: CO & WA - 25%; MT & ND - 19%; SD - 14%*

The commissions listed above are payable based on issued and collected premiums, minus HII portions of administration fees, enrollment fee, association dues or any refunds; and for applications received and issued after the effective date of this Agent Commission Addendum.

Agent Signature: _____ **Title:** _____ **Date:** _____

Health Insurance Innovations

Approved By: _____ **Title:** _____ **Date:** _____

Agent please complete the following information:

Print Name: _____

E-Mail: _____ Company Name: _____

Address: _____ City: _____ St: _____ Zip: _____

Recruited By: _____

Agent1- 10/2013

INDIVIDUAL – Information & Certification

Name:
First Name Middle Name Last Name

Business Street Address:

City: County: State: Zip:

Main Phone #: Toll Free #: Fax #:

E-mail Address: Federal Tax ID #: SS#:

Current Home Address County City State Zip Code (No PO Boxes)

Previous Home Address if less than 3 Years at Current Address County City State Zip Code (No PO Boxes)

Date of Birth Place of Birth Driver's License # State of Issue Name as it appears on Driver's Lic.

Have you ever been refused a license or had your license suspended or revoked? ☐ yes ☐ no

If yes, provide details:

Has any Regulatory Action been taken against you in any State? ☐ yes ☐ no

If yes, provide details:

Has your appointment as an insurance agent ever been terminated involuntarily by an insurance company for any reason other than lack of production? ☐ yes ☐ no

If yes, provide details:

Has an application for bond ever been declined to you? ☐ yes ☐ no

If yes, provide details:

Are there any outstanding judgments or liens (including state or federal tax liens) against you? ☐ yes ☐ no

If yes, provide details:

I certify that I do not and will not employ anyone that has committed a felony. ☐ yes ☐ no

If no, provide explanation:

I certify, under penalty of perjury, that all answers and responses to questions or inquiries contained in this application are true, correct, and complete. I certify that I have read and am familiar with the sections of the insurance code in the States in which I am seeking appointment and that I am not withholding any information that would affect my qualification for appointment. I certify that I have never been convicted of a State or Federal felony and that I am not prohibited by the Violent Crime Control and Law Enforcement Act of 1994 from engaging in the business of insurance or I have obtained consent from the appropriate insurance regulator to do so. I certify that within 30 days of a State or Federal conviction (applicable to me or any of my employees); I will give written notification of this conviction to the insurer(s) with whom this application relates.

Entering my name below constitutes my electronic signature and is intended by me to have legally binding effect.

Signature of Applicant

Today's Date

PRODUCER AGREEMENT

Producer:

--	--	--

Business Address:

--	--	--	--

1. The Company(s), as identified below, hereby appoints the Producer (referred to herein as such whether an Agent, Broker and/or Third Party Administrator) on a limited basis as its insurance Producer in connection with the issuance of the Company's insurance policies due to the Producer's efforts as required by law. The Producer's authority under this appointment is limited strictly to submitting to the Company a request for coverage on the insured's behalf and, to the extent required by law, to delivering and countersigning the policies. The Producer has no other authority to act on the Company's behalf and has no authority to solicit or otherwise transact insurance on the Company's behalf, or to in any other manner hold itself out as the Company's agent or bind the Company in any manner.
2. Without limiting the generality of the foregoing, the Producer has no authority to bind coverage or commit the Company to any insurance policy, alter or discharge any insurance policy, extend the premium payment time, waive or extend the insurance policy's provisions or conditions, or accept, settle, adjust, compromise or pay any claim on the Company's behalf. The Producer is an independent contractor and not the Company's employee. The Company does not assume responsibility toward any Insured, Producer, Sub producer, Agent, Third Party Administrator, Broker, or any other person or entity, with regard to the adequacy, amount or form of coverage purchased.
3. In the event the Producer or Company, intentionally or unintentionally takes any action on the other's behalf in contravention of this Agreement, the Producer or Company, will do such things and take such actions as may be necessary to reduce or eliminate any liability the other party incurs resulting from the actions and will indemnify and hold the Producer or Company harmless from any expense, liability or loss which may be incurred as a result of such unauthorized actions.
4. The Producer hereby warrants that it is properly licensed to transact business in accordance with the insurance laws of any state in which the Producer transacts such business. The Producer agrees to indemnify and hold the Company harmless for all fines, penalties and related expenses which the Company may incur as a result of the Producer's failures to comply with such licensing rules and regulations. Attached hereto is a copy of the Producer's insurance license(s), including renewal licenses, from the states(s) listed above. Producer agrees to immediately provide the Company with any and all additional insurance licenses as needed.
5. Subject to the Producer's compliance with this Agreement's terms and conditions and except as otherwise provided, the Company may pay to the Producer, and the Producer will accept as full compensation, commissions on premiums received by the Company for placement of the Company's insurance policies.
6. The Company may pay commissions at such times and according to such rules and practices as it may establish from time to time; such commissions shall only be paid if the Producer is servicing the policy to the satisfaction of both the Company and the Insured. In the event of an adjustment of premium, the Company shall have the right to adjust the commissions earned accordingly.
7. The Company may offset any commissions payable to the Producer, pursuant to this Agreement, against any funds owed by the Producer to the Company. It is understood and agreed that no payments will be made where such payment would otherwise be in violation of applicable local, state or federal laws or other statutory provisions or Insurance Department rulings or regulations respecting commissions or licensing requirements.
8. This Agreement shall terminate immediately for cause without notice and no further commissions shall be payable in the event that: a) the Producer fails to obtain and maintain a license as required by law; or b) the Producer commits a criminal, fraudulent or dishonest act; or c) upon the Producer's bankruptcy, receivership or insolvency; or d) on the effective date of the sale or transfer of the Producer's business unless the Company agrees in writing to the sale, transfer or consolidation; or e) breach of any term of this Agreement.

NOTICE REGARDING BACKGROUND INVESTIGATION PER CALIFORNIA LAW

HCC Life Insurance Company ("the Company") intends to obtain information about you for employment screening purposes and/or contract for services from a consumer reporting agency. Thus, you can expect to be the subject of "investigative consumer reports" and "consumer credit reports" obtained for employment purposes. Such reports may include information about your character, general reputation, personal characteristics and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency ("ICRA"), the Company may investigate the information contained in your employment application and other background information about you, including but not limited to obtaining a criminal record report, verifying references, work history, your social security number, your educational achievements, licensure, and certifications, your driving record, and other information about you, and interviewing people who are knowledgeable about you. The results of this report may be used as a factor in making employment decisions. The source of any investigative consumer report (as that term is defined under California law) will be Applicant Insight, Inc., 5652 Meadowlane Street, New Port Richey, FL, 34652, www.applicantinsight.com, 1-800-771-7703. The Company agrees to provide you with a copy of an investigative consumer report when required to do so under California law.

Under California Civil Code section 1786.22, you are entitled to find out what is in the ICRA's file on you with proper identification, as follows:

- In person, by visual inspection of your file during normal business hours and on reasonable notice. You also may request a copy of the information in person. The ICRA may not charge you more than the actual copying costs for providing you with a copy of your file.
- A summary of all information contained in the ICRA's file on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request, with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.
- By requesting a copy is sent to a specified addressee by certified mail. ICRA's complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRA's.

"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity. The ICRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection. You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person's presence.

Notice Regarding Credit Checks:

Pursuant to Section 1024.5 of the California Labor Code, the Company informs you that it may obtain a credit report about you from the above named entity, because you are seeking to work in the following position:

- ☐ An employee covered by the executive exemption set forth in subparagraph (1) of paragraph (A) of Section 1 of Wage Order 4 of the Industrial Welfare Commission;
- ☐ A position in the state Department of Justice;
- ☐ A sworn peace officer or other law enforcement;
- ☐ A position for which the information contained in the report is required by law to be disclosed or obtained;
- ☐ A position that involves regular access to specified personal information for any purpose other than the routine solicitation and processing of credit card applications in a retail establishment, such as bank or credit card account information, social security number, or date of birth;
- ☐ A position which the person can enter into financial transactions on behalf of the company;
- ☐ A position that involves access to confidential or proprietary information;
- ☐ A position that involves regular access to \$10,000 or more of cash; **OR**
- ☐ The Company **will not** obtain a consumer credit report on you.
- ☐ The Company is subject to 15 U.S.C. Sec. 6801-6809, the Gramm-Leach-Bliley Act and Section 1024.5 of the California Labor Code does not apply.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:

1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.

b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:

2. To the extent not included in item 1 above:

a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks

b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act

c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations

d. Federal Credit Unions

3. Air carriers

4. Creditors Subject to Surface Transportation Board

5. Creditors Subject to Packers and Stockyards Act, 1921

6. Small Business Investment Companies

7. Brokers and Dealers

8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations

9. Retailers, Finance Companies, and All Other Creditors Not Listed Above

CONTACT:

a. Consumer Financial Protection Bureau
1700 G Street NW
Washington, DC 20552

b. Federal Trade Commission: Consumer Response Center – FCRA
Washington, DC 20580
(877) 382-4357

a. Office of the Comptroller of the Currency
Customer Assistance Group
1301 McKinney Street, Suite 3450
Houston, TX 77010-9050

b. Federal Reserve Consumer Help Center
P.O. Box 1200
Minneapolis, MN 55480

c. FDIC Consumer Response Center
1100 Walnut Street, Box #11
Kansas City, MO 64106

d. National Credit Union Administration
Office of Consumer Protection (OCP)
Division of Consumer Compliance and Outreach (DCCO)
1775 Duke Street
Alexandria, VA 22314

Asst. General Counsel for Aviation Enforcement & Proceedings
Aviation Consumer Protection Division
Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
Office of Proceedings, Surface Transportation Board
Department of Transportation
395 E Street S.W.
Washington, DC 20423

Nearest Packers and Stockyards Administration area supervisor

Associate Deputy Administrator for Capital Access
United States Small Business Administration
409 Third Street, SW, 8th Floor
Washington, DC 20416

Securities and Exchange Commission
100 F St NE
Washington, DC 20549

Farm Credit Administration
1501 Farm Credit Drive
McLean, VA 22102-5090

FTC Regional Office for region in which the creditor operates or
Federal Trade Commission: Consumer Response Center – FCRA
Washington, DC 20580
(877) 382-4357

I have received, read and printed a copy for my files of the Summary of my Rights under the Fair Credit Reporting Act.

Entering my name below constitutes my electronic signature and is intended by me to have legally binding effect.

Signature of Applicant

Today's Date

3/07

S 753. Factors to be considered concerning a previous criminal conviction; presumption.

1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:

- (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
- (b) The specific duties and responsibilities necessarily related to the license or employment sought.
- (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
- (d) The time which has elapsed since the occurrence of the criminal offense or offenses.
- (e) The age of the person at the time of occurrence of the criminal offense or offenses.
- (f) The seriousness of the offense or offenses.
- (g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.
- (h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

S 754. Written statement upon denial of license or employment.

At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

S 755. Enforcement.

1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.

2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

DISCLOSURE NOTICE
(IMPORTANT – PLEASE READ CAREFULLY BEFORE SIGNING AUTHORIZATION)
DISCLOSURE REGARDING CONSUMER AND/OR INVESTIGATIVE CONSUMER REPORTS

In accordance with the Fair Credit Reporting Act, you are hereby advised that a consumer report and/or investigative consumer report about you may be procured or caused to be procured as part of the appointment process, or, if appointed, at any time during your time of appointment with HCC Life Insurance Company. Thus, you may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living and which can involve personal interviews with sources such as your neighbors, friends, or associates. These reports may contain information regarding your credit history, criminal history, social security verification, driving history ("driving records"), verification of your education or employment history, or other background checks. Credit history will only be requested where such information is substantially related to the duties and responsibilities of the position for which you are applying or is required by law.

You have the right, upon written request made within a reasonable time, to request whether a consumer report has been provided about you and to disclosure of the nature and scope of any investigative consumer report and to request a copy of your report. The information in the consumer report and/or investigative consumer report may be shared with any of the HCC Insurance Holding, Inc. insurance companies with which you may seek or obtain an appointment.

The third party consumer reporting agency providing the report is:
Applicant Insight, Inc., 5652 Meadowlane Street, New Port Richey, FL, 34652, www.applicantinsight.com, 1-800-771-7703.

ACKNOWLEDGMENT AND AUTHORIZATION
AUTHORIZATION REGARDING CONSUMER AND/OR INVESTIGATIVE CONSUMER REPORTS

I acknowledge receipt of the DISCLOSURE REGARDING CONSUMER AND/OR INVESTIGATIVE CONSUMER REPORTS and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" by HCC Life Insurance Company at any time after receipt of this authorization and while I am appointed with HCC Life Insurance Company to the extent permitted by law. In accordance with this notice, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by **Applicant Insight, Inc., 5652 Meadowlane Street, New Port Richey, FL, 34652, www.applicantinsight.com, 1-800-771-7703**, another outside organization acting on behalf of HCC Life Insurance Company, and/or itself. I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.

For California, Minnesota or Oklahoma applicants only, if you would like to receive a copy of the consumer report, if one is obtained, please check this box. ☐

For California applicants only, if public record information is obtained without using a consumer reporting agency, you will be supplied a copy of the public record information unless you check this box waiving your right to obtain a copy of the report. ☐

Entering my name below constitutes my electronic signature and is intended by me to have legally binding effect.

Signature:

Date:

9. This Agreement may be terminated by either the Producer or the Company without cause by giving at least thirty (30) days' written notice to the other.

10. This Agreement constitutes the entire Agreement between the parties hereto, and replaces and supersedes any other Agreement that the Producer may have with the Company. No changes to this Agreement shall be valid unless placed in writing, attached to this Agreement, and signed by the Producer and the Company.

The undersigned hereby represents that he or she is authorized to execute this Producer Agreement.

Entering my name below constitutes my electronic signature and is intended by me to have legally binding effect.

Producer:

Signature:

Federal Tax ID# or SS#

Title:

Today's Date

Company: ☐ **HCC LIFE INSURANCE COMPANY**

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="text"/> <input type="checkbox"/> Other (see instructions) ▶ <input type="text"/>	Exemptions (see instructions): Exempt payee code (if any) <input type="text"/> Exemption from FATCA reporting code (if any) <input type="text"/>
Address (number, street, and apt. or suite no.) <input type="text"/> City, state, and ZIP code <input type="text"/>	Requester's name and address (optional) <input type="text"/>
List account number(s) here (optional) <input type="text"/>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
<input type="text"/>
Employer identification number
<input type="text"/>

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <input type="text"/>	Date ▶ <input type="text"/>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.