

Office use only: V ☐ U ☐ T ☐

U ☐ ☐ ☐ M ☐ T ☐ W ☐ ☐ G ☐ R ☐ L ☐ E ☐

Farm & Ranch Data Request & Instruction Sheet

(To be completed, signed, & returned with Contracting Pack)

Ad Source _____

Referral from _____ Recruited by _____ Manager _____

Full Legal Name _____ Nickname _____ SS# _____ Date of Birth _____

Hme # _____ Cel # _____ Fax # _____ E-mail _____

Mailing Address _____ City _____ State _____ Zip _____

Street Address _____ City _____ State _____ Zip _____

REQUIRED FOR CONTRACTING WITH FARM & RANCH HEALTHCARE, INC.

- ☐ Copy of current & valid government PHOTO ID (drivers license, passport, etc)
- ☐ W9 (completed & signed)
- ☐ Farm & Ranch Commission Supplement (signed, name printed, & dated)
- ☐ Farm & Ranch Agent Contract (signed, name printed, & dated)
- ☐ Farm & Ranch Code of Conduct (signed & name printed)
- ☐ Farm and Ranch Confidentiality Contract (signed, name printed, & dated)
- ☐ Heartland Enroller's Agreement (completed & signed)

REQUIRED FOR APPOINTMENT WITH CARRIERS

- ☐ Copy of current & valid resident state insurance license (must be of same state as listed in address above)
- ☐ Copy of current Errors & Omissions coverage *(if no coverage in force, agent must obtain within 6 months of contracting date)***
- ☐ Copy of official documentation/written explanation of details related to any "YES" answers on carrier data sheets (bankruptcy, violation of the law, insurance company indebtedness, etc)
- ☐ Required appointment paperwork for each carrier you wish to represent on behalf of Farm & Ranch Healthcare, Inc.
(Note – Time appointment data is completed online – invitation to complete will be sent to your email address)

I authorize all persons and entities to release all written and verbal information about me to Farm & Ranch Healthcare Inc. or the insurance companies they represent. I release each from all liability and responsibility for doing so. I also authorize the procurement of a consumer credit report and understand it may contain information about my background, mode of living, character and personal reputation. **Due to legal restraints, Farm & Ranch Healthcare cannot contract with anyone who has ever had a prior felony conviction.** CA License #OC01351; AR License #247160

Date _____ Signature _____

SIGN HERE

Return the completed paperwork with attachments to:

Farm & Ranch Healthcare Inc.

Attn: New Agent Processing

2901 Riverglen Dr.

Ft Worth, TX 76109

Phone # (800) 633-6508, ext 126

Protect yourself and your families!

****It is required that each Licensed Independent Agent with Farm & Ranch Healthcare, Inc. purchase Errors and Omission Coverage. Below are just a few reputable options***.**

Calsurance – contact information:

www.calsurance.com

National Association of Health Underwriters:

www.nahu.org/agentpref.htm

*****The above companies are not endorsed by Farm & Ranch Healthcare, Inc. This is for informational purposes only.**

**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

☐ Other ▶

☐ Exempt from backup
withholding

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. person (including a U.S. resident alien).

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 ▶

SIGN HERE

Date ▶

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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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,

**FARM AND RANCH HEALTHCARE, INC.
AGENT CONTRACT**

This contract is effective the _____ day of _____, 20____, between Farm and Ranch Healthcare, Inc. (F & R) of Fort Worth, Texas and _____ (AGENT) and is strictly subject to the following conditions:

I. AGENTS RIGHTS AND OBLIGATIONS

1. **AGENT is an independent contractor. Nothing in this Contract shall be deemed to create the relationship of employer and employee between F & R and AGENT or between AGENT or any of the companies with which F & R may represent or contract. To that end, F & R shall not have the right to control the details of AGENT's performance under this Contract.**
2. This contract cannot be transferred by AGENT without F & R's prior written consent. No rights or interest in the Contract may be assigned by AGENT except with F & R's prior written approval.

AGENT will:

3. Obtain and submit to F & R applications for insurance policies offered by one of the insurance companies with F & R (as General Agent) has contracted in an honest and professional manner.
4. Comply with all general requirements contained in F & R product manuals and F & R's training procedures.
5. Collect the first premium due on policies and deliver conditional receipts.
6. Deliver promptly to F & R all monies AGENT receives on behalf of F & R's insuring companies. AGENT holds all monies in trust until delivery to F & R.
7. Deliver policies that are given or mailed to AGENT for delivery within the time required by the insuring company. AGENT will promptly return to F & R all policies not delivered to the owner within the prescribed time period.
8. Refrain from interfering with any other agents or 'sales representative's' (of F & R) relationship with F & R.
9. Become familiar with and comply with all applicable laws, rules and regulations of the various jurisdictions constituting the state Agent is licensed.
10. Submit all insurance applications through F & R for policies or plans of insurance to F & R's if the sale is the result of leads supplied to AGENT by F & R.
11. Treat all matters relating to F & R business, including the business of F & R's carriers, as confidential information and not divulge any such confidential information in any way to persons outside of F & R during or after the term of this Contract.
12. Not copy, reproduce or use in any manner sales literature, brochures, programs, or Systems developed by F & R or provide any person access to such sales materials or systems except for the purpose of furthering the business of F & R.
13. At the termination of this contract and for two years immediately following the termination, not contact any association or business which sponsors any F & R insurance program, or any employee, any employer, any agent, or any person insured by a F & R insuring company, on behalf of any other agent or company nor will AGENT attempt to disrupt the relationship of F & R with any business or association which sponsors a F & R insurance program or any employee, employer, agent or insured person.

14. Not to perform any acts on behalf of F & R or the carriers with which F & R has contracted for which AGENT is not authorized. These unauthorized acts include but are not limited to:
 - (a) Incurring any debt in the same name of F & R.
 - (b) Extending credit on behalf of F & R.
 - (c) Waiving or modifying any terms, rates or conditions of any contracts offered by F & R carriers.
 - (d) Directly or indirectly, or in any manner whatsoever paying, permitting, or offering to or allowing any rebate or return of commissions to the policyholder.
 - (e) Inducing any policyholder to relinquish, surrender or lapse any of the policies issued by carriers affiliated with F & R without F & R's approval, either before or after termination of this Contract.
 - (f) Initiating legal proceedings in F & R's name.
 - (g) Using AGENT'S own personal check or funds for the payment of an Applicant's or Policyowner's premium.
15. Return to F & R, all books, records, leads, manuals, and supplies furnished to AGENT by F & R (or any parent, subsidiary, or affiliate) or by any F & R carrier on termination of this Contract or upon written demand.
16. Refund the unearned compensation received by AGENT should F & R for any reason refund the premium on any policy or contract written by AGENT and/or AGENT's subagents.
17. Not misrepresent or knowingly withhold from any policyholder or prospective policyholder, any material information concerning coverage under the insurance policy sold by AGENT and issued by the insurance company with which F & R has contracted, or any other matter.

II. F & R RIGHTS AND OBLIGATIONS

18. F & R may prescribe rules relating to the conduct of AGENTS business, but these rules will not interfere with AGENTS choice of persons solicited and the time or place of solicitation or the details of how AGENT performs under this Contract.
19. F & R will pay to AGENT as full compensation for services under this Agreement, the commissions described in the Commission Supplement(s) attached hereto and in accordance with any future Addendums to such Commission Supplement(s).
20. F & R will periodically furnish to AGENT, a commission statement.
21. F & R may, subject to 10 days written notice, change the rate of commissions or allowances on plans described in the commission supplements or add or delete policy plans. No change or withdrawal shall apply to any policy written prior to the effective date of the written notice. Compensation on any policy not included in the supplement will be determined by F & R and covered by a separate supplement.
22. F & R may offset any debts owed by AGENT to F & R including legal fees incurred by F & R by reason of AGENT's conduct, against any compensations due AGENT, and these debts shall be a first lien against the compensation due F & R under this Contract.
23. F & R may, during normal working hours, examine any of AGENT's business records pertaining to F & R's business or AGENT's business with other insurers which are reasonably necessary to show compliance with this Contract or meet regulatory requirements. AGENT's business includes any affiliated or subsidiary company.
24. F & R may require that all advertisements, circulars, and other matter intended for use or publication by AGENT be submitted to F & R for written approval before being used.
25. F & R will consider applications for a release of contract after a period of one (1) year (365 days) has lapsed since the termination date of this Contract.

III. COMMISSION COMPENSATION

26. Except as otherwise provided herein, AGENT shall receive as full compensation for his/her services and expenses, commissions based on premium received by F & R exclusive of any application fee, administrative fee, or added premium or underwriting rate-ups charged at the time of issue. AGENT shall be responsible for all his/her incurred with the marketing and sale of such policies. Commissions shall be earned on issued policies (for purpose of this Contract, policies refers to policies and/or certificates of insurance) for applications secured by said AGENT, and his/her subagents, according to the accompanying Commission Supplement and/or any applicable Addendum to such Commission Supplement.
27. Vesting of Renewal Commissions and Length of Service: Commissions payable under this contract are vested (payable after termination of the contract) for the length of service of the AGENT under this Contract. Commissions are vested only if (1) this Contract has been in effect for two (2) years, (2) AGENT, in the sole opinion of F & R has been productive and actively writing exclusively for F & R for such two (2) year period, and (3) F & R has provided a written confirmation of such vesting acknowledging that conditions (1) and (2) have been met. Such written confirmation will be issued by F & R upon request by AGENT, provided conditions (1) and (2) have been met, and will not be unreasonably withheld by F & R. Such written confirmation is designed to provide AGENT with an understanding, before the Contract is terminated, as to whether (or not) commissions are vested and therefore payable after termination.

In the event of death of AGENT, vested commissions payable as provided herein shall be payable according to will of AGENT or the laws of descent and distribution as applicable to AGENT

If before or within twelve (12) months after the termination date of this Contract, the AGENT individually, or through a corporation, partnership, or otherwise, competes with F & R within the health insurance industry, directly or indirectly, AGENT irrevocably forfeits his/her rights to the vesting of commissions and no commissions are payable. The health insurance industry is defined for these purposes as doing business involving the payment of any amount of money, or other thing of value, conditioned upon loss by reason of disability due to sickness or ill health.

Any violations by AGENT of the terms of this Contract, including those occurring after the termination of this Contract, shall irrevocably terminate the AGENT'S right to receive any commissions, vested or otherwise, and AGENT shall irrevocably forfeit and relinquish any and all vested commissions.

28. **WRONGFUL ACTS OF AGENT**: Should the AGENT at any time, either before or after termination of this Contract, wrongfully withhold any funds belonging to an applicant for insurance, or a policyholder, or F & R, or should the AGENT induce any policyholder to lapse, relinquish, or surrender a policy with an insurance company contracted with F & R, or should the AGENT fail to comply with the state insurance laws or regulations under which he/she is licensed, then no commissions shall be payable under this or any other contract with F & R. In addition, if AGENT directly or indirectly replaces a policy or certificate of insurance issued by an insurance company contracted with F & R, the AGENT agrees that F & R shall receive as further compensation for this violation, an amount of money equal to one-tenth (1/10th) of the commissions AGENT received from replacing the policy or certificate, and AGENT agrees to pay or cause the new issuing insurance companies to pay commissions directly to F & R unless any such violations are waived in writing by F & R.

IV. TERMINATION OF THIS CONTRACT

29. This Contract may be terminated by the following:
- (a) At the discretion of either party without cause upon ten (10) days written notice given by one party to the other party.
 - (b) AGENT's death or total disability.
 - (c) AGENT's loss of insurance license(s).
 - (d) Immediately upon AGENT's failure to comply with the terms of this Contract, in which event AGENT shall forfeit all commissions and allowances provided by the terms of this Contract and all addendums thereto, including the rights, if any exist, to any vesting of such commissions.

30. Should AGENT at any time.....

- (a)Commit fraud in connection with F & R business or one of F & R's underlying companies' business or its policyholders.
- (b)Induce any policyholder to replace any policy in a company, other than one of F & R's carriers without our written permission.
- (c)Induce any representative to leave the service of F & R in order to become an agent of another company.
- (d)Fail to promptly remit monies collected on behalf of F & R's carriers or a policyholder.
- (e)Fail to comply with the Confidentiality and Non-competition set forth in this Contract.
- (f) ...Have his or her insurance license(s) revoked by an insurance department for disciplinary reasons.
- (g)Represent another general agent or insurance company and present himself or herself to the client as a representative of F & R or one of F & R's carriers, or indicate that coverage is provided by one of F & R's carriers.
- (h)Become appointed with another insurance company that is not approved in writing by F & R.
- (i)Knowingly misrepresent the terms of an insurance policy or coverage, or knowingly refuse or fail to disclose information about an insurance policy or coverage to an insured or prospective insured.

Commission payments or allowances due AGENT (if any) or rights under this Contract or any prior contract, including vesting rights, become null and void and are forfeited and the Contract becomes immediately terminated. Further, AGENT shall be liable to F & R for all damages, including attorneys' fees, which are proximately caused to F & R by reason of such actions of AGENT.

V. OTHER PROVISIONS

- 31. This Contract and the Commission Supplement attached, including any future addendums, supersede all previous contracts and/or agreements between AGENT and F & R, or any oral statements made by F & R.
- 32. This Contract is the sole agreement between AGENT and F & R and cannot be modified except by written agreement executed by a Duly-authorized officer of F & R.
- 33. This Contract shall be construed according to the governing laws of Texas and was made and is performable in whole or relevant part in Tarrant County, Texas. Jurisdiction for any dispute under Contract shall lie in Texas and AGENT hereby subjects himself/herself to the laws of Texas by entering into this Contract. Venue for any dispute concerning this Contract shall lie exclusively in Tarrant County, Texas, and no other county.
- 34. Failure of F & R to exercise its rights under the Contract shall not constitute a waiver of any of the provisions or rules on the part of F & R.

X

AGENT

SIGN HERE

DATE

FARM & RANCH HEALTHCARE, INC.

DATE

Farm & Ranch Healthcare Inc.'s Code of Conduct

Consistent with Farm & Ranch Healthcare Inc.'s mission and core principles and to help maintain compliance with all laws and regulations, we have adopted a code of ethical standards for our sales representatives and employees in connection with the sale and servicing of our insurance products. Our sales representatives and employees are committed to the following guidelines:

Honesty and Integrity. We will conduct business according to high standards of honesty and integrity, maintaining a system of supervision and review designed to assure a desired level of performance.

Customer-Based Focus. We will foster an atmosphere in which meeting the needs of the customer is the basis for sales representatives and employee recommendations, thereby avoiding duplication of coverage or inappropriate coverage.

Fair Competition. We will engage in active and fair competition by promoting the strengths of our products and organization, not by disparaging our competitors.

Clearly Stated Sales Information. We will present our products to prospective policyholders using only company –approved advertising materials. All sales materials (including illustrations) that may influence a customer's decision will comply with company advertising guidelines and state regulations and will clearly and fairly reflect the items discussed, such as features, benefits, costs, exclusions, and limitations. We will maintain a review process to help assure compliance.

Ethical Sales Practices. We will monitor our sales organizations to help assure that our sales representatives are licensed and qualified to market our products and those sales representatives are selected, trained and supervised to help assure that they adhere to the high levels of ethical behavior and integrity we expect.

Prompt Response. We will handle customer inquiries, complaints, and claims fairly and expeditiously.

Professionalism. We will select, train, and supervise our sales representatives and employees to perform in a manner demonstrating high levels of service, professionalism, and integrity.

Low Tolerance for Code Violations. We will take corrective action, through effective communication and training, when mistakes result from unintentional acts or omissions. However, the company will not tolerate or continue its relationship with anyone who proves unwilling or unable to conduct himself or herself in accordance with this Code of Ethics on an ongoing basis.

Continuing Improvement. We will maintain a dialogue with consumers and insurance regulatory authorities about ways to improve our sales and market practices.

By signing below I accept the Farm & Ranch Healthcare Inc. Guidelines.

Agent's Printed Name

Agent's Signature

SIGN HERE

Farm and Ranch Healthcare Inc. Confidentiality Contract

Pursuant to this agreement, the undersigned agrees to keep confidential any and all personal information obtained from and/or about any Farm and Ranch Healthcare Inc. insured, regardless of whether such insured is a policy owner. The undersigned also agrees to keep confidential any and all personal information obtained from and about any Farm and Ranch Healthcare Inc. prospective insured, regardless of whether such prospective insured at any time completed an application for insurance coverage from Farm and Ranch Healthcare Inc. or was the subject of an application for insurance coverage from Farm and Ranch Healthcare Inc. This means that the undersigned agrees that if the undersigned should ever terminate his or her agent appointment with Farm and Ranch Healthcare Inc., he or she would not disclose to any other party any personal information about any Farm and Ranch Healthcare Inc. insured or prospective insured.

Pursuant to this agreement, the undersigned further agrees to use any and all personal information obtained from and/or about Farm and Ranch Healthcare Inc. insurers or prospective insureds solely for the purposes described in the agreement, namely selling insurance products for Farm and Ranch Healthcare Inc. This means, by way of example only that the undersigned agrees not to use such personal information in order to contact a Farm and Ranch Healthcare Inc. insured or prospective insured, except where necessary and appropriate to solicit such insured or prospective insured while the undersigned is a Farm and Ranch Healthcare Inc. agent.

Pursuant to this agreement, the undersigned agrees to keep confidential any and all compilation(s) and/or list(s), electronic or otherwise, or personal information pertaining to Farm and Ranch Healthcare Inc. insurers and/or prospective insureds, which compilation(s) or list(s) to any other party, regardless of whether compensation is involved in such a disclosure.

As used herein, "personal information" includes, but is not limited to, a Farm and Ranch Healthcare Inc. insured's or prospective insured's name, address, telephone number(s), age, driver's license number, and social security number.

X_____

Agent's Signature

SIGN HERE

_____ Date

Print Agent's Name

Revised October 17, 2003



ENROLLER'S AGREEMENT

This agreement is between Heartland Alliance of America, a not-for-profit Corporation, and you, the "Enroller". It is effective the date accepted by Heartland Alliance of America.

RECITALS

Heartland Alliance of America is a not-for-profit association formed to offer benefits and discounts on a wide range of products and services to Heartland Alliance of America members. In so doing, you will be acting as an independent contractor and not as an agent or employee of Heartland Alliance of America.

APPOINTMENT

The Enroller hereby accepts this appointment and agrees to accurately present the programs of Heartland Alliance of America, including insurance programs for which Heartland Alliance of America is the master policyholder. The Enroller agrees to maintain all licenses required by regulatory authorities and to comply with all requirements of law.

TERM OF THE CONTRACT

This contract is for an indefinite period and can be terminated at any time by either party by sending a written notice to the last known address of the other. Termination becomes effective when notice is placed in the mail. Termination shall cease the authority to act hereunder but shall not release either party from liability for prior acts or omissions.

SERVICE

You shall present the programs of Heartland Alliance of America as specifically represented by Heartland Alliance of America to members or prospective members. All presentation material shall be furnished or approved by Heartland Alliance of America before use by you. You shall satisfy yourself as to the accuracy of all representations concerning the products endorsed by Heartland Alliance of America and offered by you. You acknowledge that:

- 1. All material provided by Heartland Alliance of America is the sole property of Heartland Alliance of America and may be covered by trademarks and copyrights.*
- 2. All materials provided by Heartland Alliance of America constitute valuable business property, which will be returned to Heartland Alliance of America upon termination.*
- 3. The names, logos, trademarks, and other advertising of Heartland Alliance of America or any of its affiliated companies, persons, etc., may not be used unless approval is received in writing, and then only during the term of this Agreement.*

After termination you will not use any name or material similar to that of Heartland Alliance of America for a period of five (5) years. You understand that any use of Heartland Alliance of America membership lists or other materials for any purposes other than those specifically set forth in writing by the Heartland Alliance of America, during the term of this agreement or after termination, is forbidden, and the parties hereto agree that Heartland Alliance of America shall be entitled to, in addition to recovery of any damages to which it may be entitled by law, injunctive relief to enforce this covenant from any Court of competent jurisdiction, because any violation of your agreements herein will gravely and irreparably damage Heartland Alliance of America.

AGENTS

You shall not delegate any agent or other persons to represent the program of the Heartland Alliance of America without express written consent of Heartland Alliance of America. It is understood that you are solely responsible for all expenses incurred to present the Heartland Alliance of America programs and you are not authorized by Heartland Alliance of America to incur any expenses for it or enter into any contracts in the name of Heartland Alliance of America. Heartland Alliance of America shall not furnish office facilities for you. You shall not place any advertisements with the name of Heartland Alliance of America, or use the name or

address of Heartland Alliance of America for any purpose except as may be approved in writing by Heartland Alliance of America. You shall not be authorized to sign any contract or make any commitment on behalf of Heartland Alliance of America.

COMPENSATION

Your compensation for services hereunder shall be payable by the entity with whom you are under contract, in accordance with the terms of such contract, and Heartland Alliance of America shall not be responsible for the payment thereof. This agreement does not create any employment, partnership, joint venture, or similar relationship whatsoever between the parties. You shall not be eligible for, have any right, or interest in, and shall not participate in any of Heartland Alliance of America's employee benefit plans. The Enroller agrees and acknowledges that the Enroller is solely responsible for complying with all federal and state income tax rules and requirements in connection with this engagement.

GENERAL CONDITIONS

The failure of Heartland Alliance of America to enforce any part of this agreement at any point in time does not mean that Heartland Alliance of America waives its right to do so. This agreement shall take effect when executed by Heartland Alliance of America at its primary office in Chesterfield, Missouri and shall supersede any prior contract, agreement or understanding between you and Heartland Alliance of America: further both of us acknowledge this is the only agreement that exists between us at the time of signature. No modification, addition or waiver of any provision in this agreement is valid unless reduces to writing and signed by Heartland Alliance of America. The contract shall be construed under the laws of the State of Missouri. All applications for membership and any amounts collected by you pursuant to this agreement shall be promptly mailed to Heartland Alliance of America at its mailing address in Chesterfield, MO. All such applications shall be subject to approval by Heartland Alliance of America at said offices. Any suit, which may be filed by you or Heartland Alliance of America in connection with this agreement, may be brought in St. Louis County, Missouri.

"I understand that representing Heartland Alliance of America is not in any way related to or connected to any insurance company, and that Heartland Alliance of America memberships may be sold separately. The Heartland Alliance of America provides its members with access to certain medical providers at discounted rates. It does not pay for the cost of healthcare delivered and it is not health insurance. Enrollers may not market either orally or in written materials, membership in the Heartland Alliance of America as insurance or as a replacement or substitute for existing health insurance."

Name of Enroller: (please
print)_____

Signature of Enroller: _____
 Date: _____

Address of Enroller: _____

City: _____ State: _____ ZipCode: _____

Social Security
Number: _____

Phone: _____ Alternate
Phone: _____

Heartland Alliance of America
by: _____ Date: _____

Sub Agent Data Sheet

General Agent Name Michael Stevens

UA account # 63642

Applicant Information

Full Name:

Social Security Number:

Business Address

Address:

Suite #:

City:

State:

ZIP Code:

Phone:

Fax:

Mobile:

E-Mail Address:

Personal Address

Address:

City:

State:

ZIP Code:

Phone:

Fax:

Mobile:

E-Mail Address:

Additional Information

Date of Birth:

Place of Birth:

Are you a citizen of the United States?

☐ Yes

☐ No

Spouse's Name:

Is your spouse licensed to sell Life or Health Insurance? ☐ Yes

☐ No

Information required by State Insurance Departments

Have you ever been convicted of a felony? ☐ Yes ☐ No (if so, enclose court documents and an explanation)

Have you ever been refused, had suspended, or revoked an insurance license in any state? ☐ Yes ☐ No

Do you owe an unpaid balance to any insurance company? ☐ Yes ☐ No (if so, enclose particulars)

Authorization to Obtain Information

I certify that my answers are true and complete to the best of my knowledge.

I AUTHORIZE ANY CONSUMER REPORTING AGENCY, or any other organization, or person having knowledge of my character, reputation and financial position to give United American Insurance Company any and all such information. I understand that the information obtained by use of this authorization will be used by the Company to determine eligibility for agent appointments, and for other business purposes in connection with our relationship. I hereby release them from all liability for any damage that may ensue from furnishing this information.

I give my consent to United American Insurance Company to perform periodic criminal history background checks in any state, including Georgia, prior to, and up to, termination of my authority to represent United American.

I understand that any information obtained will not be released by United American Insurance Company to any person or organization except to persons or organizations performing business or legal services in connection with this application.

I know that I may request to receive a copy of this authorization and the report. I understand and agree that a photographic copy of this Authorization shall be valid as the original.

Date _____

SIGNATURE OF APPLICANT

SIGN HERE

Sub Agent Agreement – must be signed by applicant

To: United American:

I understand that United American Insurance Company does not compensate sub-Agents, that after I have become authorized to represent the Company, I may place business for the Company only through the General Agent (person or corporation) of the Company for whom I am designated as sub-Agent, that such General Agent alone will be accountable to me for my compensation in accordance with the contract or agreement that I have with such General Agent, and that the General Agent is not authorized to and cannot bind or obligate the company for my compensation or for the performance of any contract or agreement which such General agent may have with me.

I understand that United American Insurance Company prohibits solicitation of business by anyone who is not authorized to represent the Company by the insurance Department of the jurisdiction in which the solicitation takes place, and I agree that I will not solicit for the Company until my authority to represent the Company has been secure from the applicable Insurance Department and is in my personal possession.

SIGN HERE

(General Agent)

(Sub-Agent Applicant)

63642
(General Agent Number)

Date

Business Associate Agreement

This Agreement is made effective the _____ of _____, 201__, by and between **UNITED AMERICAN INSURANCE COMPANY**, hereinafter referred to as "Covered Entity", and _____, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Security and Privacy Rule"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the "HIPAA Security and Privacy Rule" are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Security and Privacy Rule (the agreement evidencing such arrangement is herein referred to as the "Arrangement Agreement"); and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Security and Privacy Rule, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY AND SECURITY REQUIREMENTS

(a) Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;

(ii) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;

(iv) Business Associate shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the covered entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the covered entity's breach analysis procedures, including risk assessment, if requested. A breach shall be

treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than thirty (30) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and

(v) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be “marketing” under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided to Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For

purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Texas. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

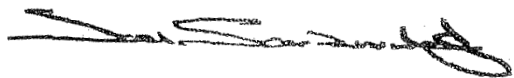
The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, including any then-current requirements of the HITECH Act or its regulations, such Party shall notify the other Party in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security and Privacy Rule, including the HITECH Act, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

UNITED AMERICAN INSURANCE COMPANY:

BUSINESS ASSOCIATE:



By: Joel Scarborough
Title: Vice President & Associate Counsel

By: _____
Title: _____



SIGN HERE

DISCLOSURE STATEMENT

In connection with your application for and or continued appointment with United American Insurance Company (the "Company"), the Company may obtain **consumer reports and/or investigative consumer reports** (the "Reports"). In connection with the Reports, the Company may inquire into your consumer credit history, education, professional licensing, criminal history, driving history, character, abilities, work habits, mode of living, residency, immigration status, general reputation, personal characteristics, performance, experience, reasons for termination of past employment and other qualities pertinent to your qualifications for appointment. If the Company should obtain information bearing on your credit worthiness, credit standing or credit capacity for reasons other than as required by law, then the Company will use such credit information to evaluate whether you would present an unacceptable risk of theft or other dishonest behavior in the appointment for which you are being evaluated. The Company will not use the report in violation of any Federal or State equal opportunity laws or regulations.

Under the Fair Credit Reporting Act, the Company is required to inform you if an offer of appointment is withheld due in whole or in part, to information contained in the Reports and, if you request in writing within a reasonable period of time after receipt of this notice, the Company will provide you a copy of the Reports. If an adverse action is taken during your appointment, up to and including termination from appointment, due in whole or in part, to information contained in the Reports and, if you request in writing within a reasonable period of time after receipt of notice of adverse action, the Company will provide you a copy of the Reports. The Company is located and can be contacted by mail at 3700 S Stonebridge Drive, McKinney, TX 75070 and the Company can be contacted by phone at 972-569-3785. You may request more information about the nature and scope of any investigative consumer reports, and the contact information of any consumer reporting agencies from whom the Company obtains your background reports, by contacting the Company. A summary of your rights under the Fair Credit Reporting Act, and additional state law notices as required, are also being provided to you below with this Disclosure Statement and Authorization.

Please complete and sign the Authorization and Release below, authorizing any party including, but not limited to, employers, law enforcement agencies, state agencies, institutions and private information bureaus or repositories, to furnish any or all of the information described above.

Upon your request, a copy of this Authorization will be provided to you.

AUTHORIZATION AND ACKNOWLEDGMENT

I acknowledge receipt of the Disclosure Statement regarding consumer and/or investigative reports and the Summary of Your Rights Under the Fair Credit Reporting Act and certify that I have read and understand both of the documents.

I voluntarily and knowingly authorize the Company or its authorized agents, for appointment purposes only, to obtain consumer reports or investigative consumer reports as part of the process of my applying for appointment. I understand that if the Company appoints me or contracts for my services, my consent will apply, and the Company may obtain Reports, throughout my appointment. I understand that Reports may include information about my prior employment or military record, education, credit worthiness and history, character, general reputation, personal characteristics, criminal record, and mode of living. I understand that this information may be obtained through a variety of sources, including, but not limited to, public records, educational institutions, financial institutions, credit bureaus, and personal interviews with my current and former employers, friends, neighbors and associates. I understand that upon written request to the Company, I will be informed whether a Report was requested and given information as to the nature and scope of the Report.

I hereby authorize United American Insurance Company to perform criminal and credit history background checks in any state, including Georgia, prior to and up to, termination of my appointment with United American Insurance Company and its affiliates.

I request any current or former employer, educational institution, law enforcement department or agency, court, credit bureau, financial institution, licensing agency, governmental agency including the U.S. Armed Forces, or other individuals, organizations and sources to release and furnish any and all information on me that is requested by the Company and/or other consumer reporting agencies hired by the Company.

A photocopy of this authorization shall have the same force and effect as the original and shall be valid for this and any future reports or updates that may be requested. I agree to assist and cooperate with the Company's investigation of my background, including providing all the necessary documents requested by the Company.

California applicants only: By signing below, you also acknowledge receipt of A Summary of Your Rights Under the Provisions of California Civil Code Section 1786.22.

New York applicants only: By signing below, you also acknowledge receipt of Article 23-A of the New York Correction Law.

Washington State applicants only: By signing below, you also acknowledge receipt of A Summary of Your Rights Under the Washington Fair Credit Reporting Act.

For California, Minnesota, and Oklahoma applicants only: Please check the appropriate box to indicate if you would like to receive a copy of your consumer report and/or investigative consumer report free of charge if one is obtained by the Company.

- Yes
- No



Signature of Applicant

Date

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- a person has taken adverse action against you because of information in your credit report;
- you are the victim of identity theft and place a fraud alert in your file;
- your file contains inaccurate information as a result of fraud;
- you are on public assistance;
- you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

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:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357
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	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
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	b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480

c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Union	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

ADDITIONAL STATE LAW NOTICES

If you are a Maine, Massachusetts, New York, Oregon or Washington State applicant, employee or contractor, please also note:

Maine applicants only: You have the right, upon request, to be informed of whether an investigative consumer report was requested from a consumer reporting agency, and if one was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from the Company within five business days of our receipt of your request, the name, address and telephone number of the nearest unit designated to handle inquiries for the consumer reporting agency issuing an investigative consumer report concerning you. You also have the right, under Maine law, to request and promptly receive from all such agencies copies of any such reports.

Massachusetts applicants only: If the Company requests an investigative consumer report from a consumer reporting agency, you have the right, upon written request, to a copy of the report.

New York applicants only: You have the right, upon request, to be informed of whether or not a consumer report was requested from a consumer reporting agency. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report. You may inspect and receive a copy of the report by contacting that agency.

Oregon applicants only: Information describing your rights under federal and Oregon law regarding consumer identity theft protection, the storage and disposal of your credit information, and remedies available should you suspect or find that the Company has not maintained secured records is available to you upon request.

Washington State applicants only: If the Company requests an investigative consumer report from a consumer reporting agency, you have the right, upon written request made within a reasonable period of time after your receipt of this disclosure, to receive a complete and accurate disclosure of the nature and scope of the investigation requested by the Company. You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

Contract Information and Signature Form



If contracting as a: ☒ Producer only - complete sections 1, 3 & Individual FCRA Authorization Form ☒ Business Entity only - complete sections 2 & 3
Business Entity & Principal- complete sections 1, 2, 3 (both signature blocks) & Individual FCRA Authorization Form

Section 1

Producer Information

(Required)

Name: _____ SSN: _____ - _____ - _____ DOB: ____ - ____ - ____
First Name, Middle Initial, Last Name (as it appears on license)
Home Address: _____ City: _____ State: _____ Zip Code: _____
Not a P.O. Box
Business Address: _____ City: _____ State: _____ Zip Code: _____
P.O. Box Accepted
Primary Phone Number: _____ - _____ - _____ Business Phone: _____ - _____ - _____ Email Address: _____
Master General Agency (If applicable): _____
Errors & Omission Insurance (As Required): _____ \$ _____
Carrier Name Minimum \$1M Per Claim

Background Information

(Required - Must be answered)

Yes	No	Has any regulatory authority, such as an insurance department, FINRA or the SEC ever fined or suspended you, placed you on probation, assessed you any administrative costs, entered into a consent order with you, issued you a restricted license, or otherwise disciplined you? Are you currently under investigation by any regulatory authority, such as an insurance department, FINRA or the SEC?
Yes	No	Other than minor traffic offenses that did not result in harm to a person or property, have you been (1) convicted of any offense, or (2) pled guilty or nolo contendere (no contest) to any offense?

NOTE: Answering "YES" to the above questions does not automatically preclude you from being contracted.

If Yes, please include county _____

Directions: PLEASE PROVIDE A WRITTEN EXPLANATION for any "YES" answer including the disposition and applicable supporting documentation (court documents, insurance department documents etc.). Failure to answer "YES", when appropriate, may result in denial of your request to be contracted.

Contracting Selection

(Required)

<input type="checkbox"/>	I have received, reviewed and agree to be bound by the Terms & Conditions of the General Agent Agreement with Mutual of Omaha and its affiliates (BMO151.011) Please retain a copy of the agreement for your files. A copy will not be returned to you.
<input checked="" type="checkbox"/>	I have received, reviewed and agree to be bound by the Terms & Conditions of the Special Agent Agreement with Mutual of Omaha and its affiliates (BMO152.011) Please retain a copy of the agreement for your files. A copy will not be returned to you.

Direct Deposit Information

(Complete if you are electing direct deposit - not applicable for Special Agents)

Financial Institution: _____
Routing Number: _____ Account Number: _____ Account Type: _____ Checking Savings
This is not an assignment of commissions. Form 1099 will be issued to the commission owner.

Express Pay Opt In

☐ Eligibility requires Direct Deposit, Electronic Statements and no active Legal Judgments. Express Pay may not be available for all Marketers. Express Pay is calculated every day. (If unselected, default pay cycle is Weekly.)

Designation of Beneficiary (if applicable)

Name: _____ Relationship: _____
First Name, Middle Initial, Last Name or Business Name
Home Address: _____ City: _____ State: _____ Zip Code: _____
Not a P.O. Box
SSN: _____ - _____ - _____ or TIN: _____ - _____ DOB: _____ - _____ - _____ Phone Number: _____ - _____ - _____

W-9 Information

Taxpayer Identification Number (SSN)

Enter your TIN in the appropriate box. For individuals, this is your social security number. For other entities, it is your employer identification number.

Social Security Number _____ - _____ - _____

Certification

Under penalties of perjury, I certify that:

- The number provided is my correct taxpayer identification number, and
- 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
- I am a U.S. person (a U.S. citizen or U.S. resident alien or a partnership, corporation, company or association created or organized in the U.S. or under the laws of the U.S. or an estate (other than a foreign estate) or a domestic trust (as defined in Regulations section 301.7701-7).

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.

The Internal Revenue Service does not require your consent to any provision of this document other than the above-referenced certifications required to avoid backup withholding.

Sign Here

Signature of
U.S. Person →

SIGN HERE

Date→

Please proceed to Section 3

Contract Information and Signature Form

Section 2

Business Information *(Only complete this section if contracting as an Incorporated Entity, Partnership or LLC)*

Name: _____ TIN: _____
(As Shown On Income Tax Returns)

Doing Business As: _____

Address: _____
P.O. Box Accepted City State Zip Code

Phone: _____ - _____ - _____ Email Address: _____

Principal Officer: _____

Master General Agency *(If applicable)*: _____

Contracting Selection *(Required for Corporation)*

☐ I have received, reviewed and agree to be bound by the Terms & Conditions of the **General Agent Agreement** with Mutual of Omaha and its affiliates **(BMO151.011)**

Please retain a copy of the agreement for your files. A copy will not be returned to you.

Direct Deposit Information *(Complete if you are electing direct deposit)*

Financial Institution: _____

Routing Number: _____ Account Number: _____ Account Type Checking Savings

This is not an assignment of commissions. Form 1099 will be issued to the commission owner.

Express Pay Opt In

☐ Eligibility requires Direct Deposit, Electronic Statements and no active Legal Judgments. Express Pay may not be available for all marketers. Express Pay is calculated every day. *(If unselected, default pay cycle is Weekly.)*

W-9 Information

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number. For other entities, it is your employer identification number.

Employer Identification Number _____

Certification

Under penalties of perjury, I certify that:

1. The number provided is my correct taxpayer identification number, 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. person (a U.S. citizen or U.S. resident alien or a partnership, corporation, company or association created or organized in the U.S. or under the laws of the U.S. or an estate (other than a foreign estate) or a domestic trust (as defined in Regulations section 301.7701-7).

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.

The Internal Revenue Service does not require your consent to any provision of this document other than the above-referenced certifications required to avoid backup withholding.

Sign Here	Signature of U.S. Person →	Date →
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****Please proceed to Section 3****

Section 3 - Contract Signature, Certification and Direct Deposit Authorization

By signing below:

- (a) you agree to be bound by the terms and conditions of the Agreement(s) selected,
- (b) you certify that the information that you have provided is true and correct and you agree that you will report immediately any event that would change any of the information, in any manner, which you have provided,
- (c) you agree to maintain your state insurance license in good standing, stay current with required continuing education, and obtain and maintain E&O coverage as required, and
- (d) if you have completed the Direct Deposit section(s) you authorize Mutual of Omaha Insurance Company ("Company") and its affiliates to electronically credit the bank account and, if necessary, to electronically debit the account to correct erroneous credits. You understand that this authorization will remain in full force and effect until you notify Company that you wish to revoke this authorization.

Producer Signature

Name: _____
(Signature Required)

Date: _____

Business Signature *(If Signing on the behalf of the Business)*

Name: _____

Title: _____
(Required)

Date: _____

****Please proceed to the FCRA Authorization Form****

FAIR CREDIT REPORTING ACT DISCLOSURE

Disclosure Regarding Consumer Reports

Mutual of Omaha Insurance Company and its affiliates with which you intend to contract (together, "Mutual of Omaha") may obtain and use consumer reports about you in order to evaluate your eligibility to contract with Mutual of Omaha as an insurance producer or to remain contracted as an insurance producer for Mutual of Omaha.

Your Authorization

By signing below, I authorize Mutual of Omaha to obtain and use consumer reports about me in order to evaluate my eligibility to contract with Mutual of Omaha as an insurance producer. If I do contract with Mutual of Omaha as an insurance producer, by signing below, I also authorize Mutual of Omaha to obtain and use consumer reports about me while my contract is in effect in order to evaluate my continued eligibility to remain an insurance producer for Mutual of Omaha.



SIGN HERE

Candidate Signature

Date

Print Name

Final Expense (Living Promise) Producer Acknowledgement Form

I agree and acknowledge that I will be selling United of Omaha Living Promise Whole
Life Insurance through Farm & Ranch Healthcare Inc.

Marketer Name

Printed Name: _____

Producer Signature: _____

(Signature always required)

SIGN HERE

Date: _____

SSN: _____

(Required for Individuals)

OR

TIN: _____

(Required for Business Entities)

Production Number: _____

**Complete and return this form to your Master General Agency to continue the
Living Promise contracting process.**

Additional Information About Consumer Reports

Consumer reports may include, among other things, information about your credit history, criminal record and history, and insurance department regulatory actions.

We will obtain a copy of your consumer report from:

Name/Address/Phone

For California, Minnesota and Oklahoma: You have a right to request a copy of the consumer report which will disclose the nature and scope of the report.

Yes, please provide me a copy of the consumer report

For New York: You have a right, upon written request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report.

SPECIAL AGENT AGREEMENT

This Special Agent Agreement ("Agreement") is entered into between the undersigned Special Agent ("Special Agent") and Mutual of Omaha Insurance Company, and each affiliated insurance company as specified on the Compensation/Product Schedule(s) attached to the Agreement (hereinafter referred to as the "Company"). The parties agree that additional affiliates of the Company may be added to the Agreement at a later date by way of changes/additions to the Compensation/Product Schedules attached hereto. Any Company affiliate added to the Agreement will be thereafter included in the definition of "Company".

SEE SECTION J FOR DEFINITIONS

The parties agree as follows:

- A. **APPOINTMENT.** Company authorizes Special Agent to solicit Product applications. Company agrees to appoint Special Agent with the appropriate state insurance departments for Special Agent to solicit Product applications. This appointment is not exclusive.
- B. **COMPENSATION.** All compensation for Products solicited by Special Agent while this Agreement is in effect shall be paid to a General Agent or Master General Agency pursuant to the terms and conditions of the applicable Compensation/Product Schedule. Company has no obligation to pay compensation to Special Agent for any services performed pursuant to this Agreement.
- C. **SPECIAL AGENT'S DUTIES.**
 - 1. **Licenses and Approvals.** Special Agent shall obtain and maintain and provide copies of all necessary licenses and regulatory approvals to perform the services under this Agreement.
 - 2. **Personal Solicitation and Service.** Special Agent shall solicit applications for Products and provide services to Customers for the Products.
 - 3. **Confidentiality and Privacy.** Special Agent shall comply with the "Confidentiality and Privacy Amendment" which is attached hereto and incorporated into this Agreement. Company may unilaterally revise the Confidentiality and Privacy Amendment upon written notice to Special Agent.
 - 4. **Compliance with Laws and Conduct.** Special Agent shall comply with all applicable laws and regulations and act in an ethical, professional manner in connection with this Agreement, including, without limitation, with respect to any compensation disclosure obligations and any other obligations it may have governing its relationships with its clients.
 - 5. **Compliance with Company Policies.** Special Agent shall comply with all policies, practices, procedures, processes and rules of Company. Special

Agent shall promptly notify Company if Special Agent is not in compliance with any Company policy, procedure, process or rule.

6. **Insurance.** Special Agent shall have and maintain Errors and Omissions liability insurance covering Special Agent and Special Agent's employees during the term of this Agreement in an amount and nature, and with such carrier(s) satisfactory to Company and provide evidence of such insurance to Company upon request.
7. **Fiduciary Responsibilities.** Special Agent shall be responsible for all money collected by Special Agent on behalf of Company and shall remit to Company all payments and collections received for or payable to Company from applicants, customers, or others no later than 10 days after receipt, or within any shorter period required by law. All money tendered as payment shall always be the property of Company and shall be held by Special Agent purely in a fiduciary capacity and not for Special Agent's own benefit. Special Agent is not authorized to spend, cash or deposit for any purpose any portion of such money.
8. **Records.** Except as provided in the Confidentiality and Privacy Amendment, Special Agent shall keep regular and accurate records of all transactions related to this Agreement for a period of at least five years from the date of such transactions, or longer if required by federal or state law or regulation.
9. **Advertising Materials.** Special Agent shall obtain Company's written approval prior to using any advertising material or script identifying Company or Products, except such material provided by Company and used pursuant to Company's instructions.
10. **Notice of Litigation or Regulatory Proceeding.** Special Agent shall promptly notify Company upon receiving notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. Company shall have final decision-making authority to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice.
11. **Delivery of Documents to Customers.** Upon request from Company, Special Agent shall deliver to its customers any information that Company provides to Special Agent for the purpose of fulfilling Company's obligation to provide such information to the customer, including without limitation, Schedule A to Form 5500 and any other information relating to compensation paid to Special Agent. Special Agent shall deliver such information to its customers within the time period required by ERISA or other applicable law or as otherwise instructed by Company.

D. **LIMITATIONS.** Special Agent shall not:

1. **Expense or Liability.** Incur any expense or liability on account of, or otherwise bind Company without specific prior written approval from an Authorized Representative.
2. **Alteration.** Alter any advertising materials or make, alter, waive or discharge any contracts or Products on behalf of Company.
3. **Premium Payments and Reinstatement.** Extend the time for payment of any premium or waive any premium, or bind Company to reinstate any terminated contract, or accept payment in any form other than a customer check or money order payable to the Company or other method authorized by Company.
4. **Respond in Connection with Proceeding.** Institute or file a response to any legal or regulatory proceeding on behalf of Company in connection with any matter pertaining to this Agreement or any Product, without Company's prior written consent.
5. **Replacement.** Replace any existing insurance product or annuity contract unless the replacement is in compliance with all applicable laws and regulations and is in the best interest of the customer. The decision whether to replace an insurance product or annuity contract should be made by the customer. To help the customer make a decision regarding any proposed replacement, Special Agent must provide the customer with full disclosure (both positive and negative) of all relevant information.
6. **Misrepresentation.** Misrepresent any provision, benefit, or premium of any Product.

E. **TERMINATION WITH OR WITHOUT CAUSE.** In addition to the termination provisions set forth in the Confidentiality and Privacy Amendment, Special Agent or Company shall have the right at any time to terminate this Agreement, with or without cause, upon written notice to the other party. Termination shall be effective as of the Termination Date.

F. **INDEPENDENT CONTRACTOR.** Special Agent is an independent contractor and not an employee of Company. Subject to legal and regulatory requirements, Special Agent shall be free to exercise Special Agent's own judgment as to the persons from whom Special Agent will solicit and the time and place of such solicitation.

G. **INSPECTION OF BOOKS AND RECORDS.** Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from the books and records of the Special Agent for the purpose of verifying Special Agent's compliance with the provisions of this Agreement.

H. **INDEMNITY AND HOLD HARMLESS.** Each party shall indemnify and hold the other party harmless from any liability, loss, costs, expenses (including reasonable attorneys' fees incurred by the indemnified party) or damages, including punitive and extra-contractual damages, resulting from any act or omission of its obligations provided in this Agreement by the indemnifying party or any of its employees or agents in the performance of its duties under this Agreement or other agreements with Company, including without limitation, any breach of its obligations provided under this Agreement.

I. **GENERAL.**

1. **Issue and Product Type.** Company shall retain the right to decide whether to issue or withdraw a Product and determine the type of Product to be issued or withdrawn. Company may discontinue or change a Product at any time.
2. **Producer of Record.** The producer of record for any Product shall be determined by Company records. Company reserves the right to change the producer of record according to Company procedures and shall have no obligation to designate a successor producer of record.
3. **Notice.** Any notice required or permitted to be sent to Company under this Agreement shall be delivered personally or sent by U.S. Mail with all postage prepaid or by express mail to:

**Producer Services
Mutual of Omaha Insurance Company
Mutual of Omaha Plaza
Omaha, Nebraska 68175-0001**

4. **Entire Agreement.** This Agreement, the Confidentiality and Privacy Amendment and the Compensation/Product Schedules constitute the entire agreement between the parties regarding the Products sold under this Agreement.
5. **Governing Law.** With respect to Companion Life Insurance Company, this Agreement shall be governed by the laws of the State of New York, without giving effect to that State's principles of conflicts of law. With respect to any other Company, this Agreement shall be governed by the laws of the State of Nebraska, without giving effect to that State's principles of conflicts of law.
6. **Severability.** In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.
7. **No Waiver.** Failure of Company to enforce any provision of this Agreement shall not operate to waive or modify such provision or render such provision unenforceable.

8. **No Assignment or Change.** Except for Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations, no modification, amendment or assignment of this Agreement shall be valid unless approved in writing by an Authorized Representative. Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations may be distributed only by Company but need not be signed by either party to be effective.
9. **Survival.** Special Agent's appointment pursuant to Section A of this Agreement shall immediately terminate on the Termination Date. Except for Section C.2 of this Agreement, all other provisions of this Agreement shall survive its termination.
10. **Headings.** Any section or other heading contained in this Agreement are for reference purposes and convenience only and shall not affect, in any way, the meaning and interpretation of this Agreement.
11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

J. **DEFINITIONS.** The following terms have the following meanings. Any singular word shall include any plural of the same word.

1. **"Authorized Representative"** means the Chief Executive Officer or President of a Company or an individual authorized in writing by the Chief Executive Officer or President.
2. **"Compensation/Product Schedule"** means a Company's distributed commission schedule that (a) specifies the amounts and conditions under which commissions will be due and payable to Special Agent's designee for any Product, and (b) is made a part of this Agreement.
3. **"Product"** means any insurance policy, contract, investment vehicle or other offering identified in any Compensation/Product Schedule.
4. **"Termination Date"** means the later to occur of (a) the date on which Special Agent or Company sends written notice of termination to the other party, or (b) the date specified by Special Agent or Company in a written notice of termination to the other party.

**MUTUAL OF OMAHA INSURANCE COMPANY
ON BEHALF OF IT AND ITS AFFILIATES SET FORTH
IN COMPENSATION/PRODUCT SCHEDULES
ATTACHED TO THIS AGREEMENT**

**TO BE COMPLETED BY SPECIAL AGENT
FOR ALL STATES**



SPECIAL AGENT

By: **See signature on Producer Contract Information
and Signature Form**
(Signature always required)

SPECIAL AGENT AGREEMENT

**MUTUAL OF OMAHA INSURANCE COMPANY
ON BEHALF OF IT AND ITS AFFILIATES SET FORTH IN
COMPENSATION PRODUCT SCHEDULES
ATTACHED TO THIS AGREEMENT**

By: _____

Name: _____

Title: _____

Date: _____

CONFIDENTIALITY AND PRIVACY AMENDMENT

This Confidentiality and Privacy Amendment (this “Amendment”), is made part of and incorporated into the Special Agent Agreement between Special Agent and Company (the “Agreement”), and is effective on the effective date of the Agreement. This Amendment supersedes and replaces in its entirety all prior versions of this Amendment. If there are any inconsistencies between this Amendment and the Agreement, the terms of this Amendment shall control.

1. **Definitions.** The following terms shall have the following meanings:

- (a) **“Business Information”** means information, which relates to customers or the business of Company including without limitation, sales and rate information, software, business plans and operating strategies, Product information, and material identifying an association with the Company. Business Information shall not include any information that (i) relates to direct or indirect compensation payable, paid or provided to Special Agent under the Agreement; (ii) is or becomes part of the public domain or is publicly available through no act or omission or through no breach of any contract; (iii) is known at the time of disclosure without an obligation to keep it confidential, as evidenced by documentation in possession at the time of such disclosure; (iv) becomes rightfully known from another source without restriction on disclosure or use; or (v) has been independently developed without the use of or any reference to Business Information.
- (b) **“Confidential Information”** means Business Information and Personal Information created by or received from the other party on behalf of Company.
- (c) **“HIPAA Privacy and Security Rules”** means the Privacy, Security and Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as may be amended from time to time.
- (d) **“Information Security Breach”** means the unauthorized acquisition, access, use, disclosure, transmittal, storage or transportation of Confidential Information which is not permitted by law or by the terms of this Amendment, including, but not limited to, a Security Incident.
- (e) **“Personal Information”** means a first name or initial, and last name, in combination with any demographic, medical or financial information such as age, gender, address, Social Security number, past, present or future physical or mental health condition or treatment, debt status or history, income and other similar individually identifiable personal information that is not publicly available or that has been designated as such by law or regulation. The term “Personal Information” includes, but is not limited to, Protected Health Information.

- (f) ***“Protected Health Information”*** shall have the same meaning as that assigned in the HIPAA Privacy and Security Rules limited to the information created or received from or on behalf of Company.
- (g) ***“Representatives”*** means all directors, officers, employees, agents, consultants, Subcontractors, professional advisors and affiliates of Special Agent.
- (h) ***“Security Incident”*** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information, or interference with system operation, in an electronic information system containing Confidential Information.
- (i) ***“Subcontractors”*** means all persons to whom Special Agent delegates a function, activity or service under the Agreement, other than in the capacity of a member of the workforce of Special Agent.

2. **Special Agent’s Obligations Regarding Confidential Information.** The performance of the duties and obligations required under the Agreement may require either party to disclose to the other certain Confidential Information.

- (a) ***Confidentiality.*** Special Agent agrees to retain all Confidential Information in confidence, and shall not use, disclose, transmit, store or transport the Company’s Confidential Information except as allowed under this Amendment and for purposes related to the performance of obligations under the Agreement. Special Agent is responsible to Company for a breach of the terms of this Amendment and for any Information Security Breach by itself or its Representatives.
- (b) ***Reporting an Information Security Breach or Successful Security Incident.*** Special Agent agrees to report to Company any Information Security Breach and any successful Security Incident of which it becomes aware. Any report made pursuant to this Section 2(b) shall be made as soon as possible, but in no event later than five (5) business days following the date that Special Agent becomes aware of the Information Security Breach or successful Security Incident. Special Agent shall take action(s) requested by Company to document and mitigate the Information Security Breach or successful Security Incident. Special Agent shall cooperate in evaluating the necessity of providing any and all notices of an Information Security Breach or successful Security Incident as deemed advisable or as otherwise required under applicable laws or regulations.
- (c) ***Return of Confidential Information.*** During the term of the Agreement, Special Agent shall only retain Confidential Information which is necessary to continue proper management and administration of the services under the Agreement, or to carry out its legal responsibilities.

Upon termination of the Agreement, Special Agent shall return, or if agreed to by Company, destroy all Confidential Information that Special Agent maintains in any form. Should Confidential Information be maintained beyond the termination of the Agreement for legitimate business purposes or as may be required by law, then Special Agent shall limit the use, disclosure, transmittal, storage or transportation of Confidential Information to the specific reason requiring retention of Confidential Information, and the protections of the Agreement and this Amendment shall be extended for so long as Confidential Information is maintained. Once the reason for retention of Confidential Information has expired Confidential Information will be returned or, if agreed to by Company, destroyed.

- (d) ***Disposal of Confidential Information.*** Special Agent agrees to maintain a security policy for the disposal of paper and any other media that contains Confidential Information that includes a technology or methodology that will render Confidential Information unusable, unreadable or indecipherable.
- (e) ***Cost of an Information Security Breach.*** Special Agent shall pay Company all costs or expenses that result from Special Agent's acts or failure to act that result in an Information Security Breach.

3. **Permitted Uses and Disclosures by Special Agent.** Unless otherwise prohibited by the Agreement, this Amendment or applicable laws or regulations, including the HIPAA Privacy and Security Rules, Special Agent may use, disclose, transmit, store and transport Confidential Information:

- (a) for the proper management and administration of Special Agent's business, provided that the use, disclosure, transmittal, storage and transportation are required by law, or Special Agent obtains reasonable assurances from the entity or person to whom the Confidential Information is disclosed that it will remain confidential and be used, disclosed, transmitted, stored, or transported only as required by law or for the purpose for which it was disclosed to the entity or person;
- (b) to carry out the legal responsibilities of Special Agent;
- (c) to its Representatives if the Representatives are first informed of the confidential nature of such information and the obligations set forth herein, and agree to be bound thereby; and
- (d) to its Subcontractors if Subcontractors have entered into a written agreement with Special Agent under which Subcontractors agree to be bound by the obligations in this Amendment.

4. **Special Agent's Additional Obligations Regarding Protected Health Information.** Special Agent acknowledges that it is subject to the following requirements to the same extent as applicable to Company:

- (a) to comply with subpart C of 45 CFR part 164 of the HIPAA Privacy and Security Rules, requiring development, implementation, maintenance and use of administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information, that it creates, receives, maintains or transmits on behalf of Company;
- (b) at the request of and in the time, manner and means, electronic or otherwise, as specified by Company, to provide access to Protected Health Information to Company, or to an individual as directed by Company, in order to meet the requirements of the HIPAA Privacy and Security Rules;
- (c) to make any amendment(s) to Protected Health Information that Company directs or agrees to pursuant to HIPAA Privacy and Security Rules in the time and manner designated by Company;
- (d) to document and maintain information on any disclosure of Protected Health Information for at least six (6) years, and upon request, in the time, manner and means designated by Company, make any information about the disclosure of Protected Health Information available to Company or to an individual as directed by Company, in order for Company to meet the accounting requirements of the HIPAA Privacy and Security Rules;
- (e) to make Protected Health Information and its internal practices, books and records, including policies and procedures, relating to the use and disclosure of Protected Health Information, available to the Secretary of Health and Human Services or to a state Attorney General for purposes of determining Special Agent's or Company's compliance with the HIPAA Privacy and Security Rules; and
- (f) upon written request of Company, to provide Company a report of Security Incidents of which it becomes aware that are attempted but not successful.

5. **General Security Requirements.**

- (a) Special Agent shall have a written, comprehensive information security program for the establishment and maintenance of a security system covering all electronic equipment, including its computers and any wireless system that, at a minimum, has the following elements:
 - (i) Secure user authentication protocols that include:

- (A) control of user IDs and other identifiers;
 - (B) a secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
 - (C) control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
 - (D) restricting access to active users and active user accounts only;
 - (E) blocking access to user identification after multiple unsuccessful attempts to gain access or limitation placed on access for the particular system;
 - (F) prohibitions against sharing or migrating access privileges to another individual; and
 - (G) assignment of access privileges only to identifiable, individual accounts, and all activity conducted by these accounts must be auditable.
- (ii) Secure access control measures that:
 - (A) restrict access to records and files containing Confidential Information to those who need such information to perform their job duties; and
 - (B) assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, that are reasonably designed to maintain the integrity of the security of the access controls.
- (b) Company may require Special Agent to have an annual review and/or an annual technical audit of its security policies and practices by Company, or, at Special Agent's option and expense, an independent auditor, to ensure compliance with this Amendment. The third party audit report, including recommendations for remedying deficiencies where appropriate, will be provided to Company within seven (7) business days of receipt of the report by Special Agent. Special Agent shall have thirty (30) calendar days to implement remedies to any identified deficiencies, and notify Company that such deficiencies have been addressed. Special Agent's failure to remedy the identified deficiencies shall be considered in breach of this Section 5.

- (c) Special Agent will encrypt all records and files containing Confidential Information that are transmitted across public networks or transmitted wirelessly.
- (d) Special Agent will encrypt all desktop computers, laptops and all other portable devices on which Confidential Information is stored.
- (e) Special Agent will monitor systems for unauthorized use of or access to Confidential Information.
- (f) For files containing Confidential Information on a system that is connected to the Internet, Special Agent will maintain up-to-date firewall protection and operating system security patches designed to maintain the integrity of the Confidential Information.
- (g) Special Agent will maintain up-to-date versions of system security agent software which includes malware protection and up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.
- (h) Special Agent will educate and train employees on the proper use of the computer security system and the importance of Confidential Information security. In addition:
 - (i) Special Agent will designate one or more employees to maintain the comprehensive information security program.
 - (ii) Special Agent will identify and assess foreseeable internal and external risks to the security, confidentiality and/or integrity of any electronic, paper or other records containing Confidential Information, and will evaluate and improve, where necessary, the effectiveness of their current safeguards for limiting such risks, including but not limited to: (A) ongoing employee (including temporary and contract employee) training; (B) employee compliance with policies and procedures; and (C) means for detecting and preventing security system failures.
 - (iii) Special Agent will maintain a security policy for Representatives that protects records containing Confidential Information that are transported outside of business premises.
 - (iv) Special Agent will impose appropriate disciplinary measures for employees that violate its comprehensive information security program rules.
 - (v) Special Agent will have processes in place to prevent terminated employees from accessing records containing Confidential

Information by immediately terminating their physical and electronic access to such records, including deactivating their passwords and user names.

- (i) No transfer of Confidential Information may be made by Special Agent outside of the United States without the prior, express written authorization of Company.
6. **PCI-DSS Requirements for Special Agent.** If Special Agent stores or transmits credit or debit card data, it will employ safeguards that comply with the Payment Card Industry Data Security Standard (PCI-DSS), as may be amended from time to time.
7. **General Provisions.**
- (a) ***Compliance with Laws.*** Special Agent shall comply with its obligations under this Amendment and with any laws or regulations as may now be in effect or as may hereafter be enacted, adopted or determined that apply to the confidentiality, use, disclosure, transmittal, storage or transportation of Confidential Information.
 - (b) ***Amendment.*** This Amendment shall be amended to conform to any new or different legal requirements that result from any changes, revisions or replacements of any laws or regulations as may now be in effect or as may hereafter be enacted, adopted or determined that apply to the confidentiality, use, disclosure, transmittal, storage or transportation of Confidential Information, including, without limitation, the HIPAA Privacy and Security Rules, on or before effective compliance date thereof. Company may change, revise or replace this Amendment in its sole discretion upon notice to Special Agent without the consent of Special Agent. In the event of a conflict between the requirements of this Amendment and those of the HIPAA Privacy and Security Rules, the HIPAA Privacy and Security Rules shall control. Any such amendment will automatically be effective upon the effective compliance date of such laws or regulations and shall become effective upon without the signature of either party.
 - (c) ***Termination for Cause.*** In addition to any other termination provisions contained in the Agreement, a party may terminate the Agreement upon written notice to the other party that they have breached a term of this Amendment.
 - (d) ***Disclosures Required By Law or a Governmental Authority.*** If Special Agent is required to disclose Company's Confidential Information in response to legal process or a governmental authority, Special Agent shall immediately notify Company and, upon request, cooperate with Company in connection with obtaining a protective order. Special Agent shall

furnish only that portion of Confidential Information which it is legally required to disclose and shall use commercially reasonable efforts to ensure that Confidential Information is treated confidentially.

- (e) **Indemnification.** Notwithstanding any other provisions of the Agreement, Special Agent shall indemnify, defend and hold Company, its affiliates, directors, officers and employees, harmless for any liabilities, claims, demands, suits, losses, damages, costs, obligations and expenses, including without limitation attorneys' fees, court costs and punitive or similar damages, incurred by Company which result from any breach of this Amendment by Special Agent.
- (f) **Equitable Relief.** Special Agent acknowledges that Confidential Information it receives is confidential and/or proprietary to Company, that disclosure thereof could be seriously harmful to the business prospects of Company, that Company may not have adequate remedies at law for a breach of the confidentiality obligations hereunder and that money damages may be difficult or impossible to determine. Accordingly, Special Agent agrees, in addition to all other remedies available at law, that, in the event of a breach or threatened breach of this Amendment, Company shall be entitled to (i) seek and obtain equitable relief, including injunctive relief, and (ii) reimbursement of all attorneys' fees and court costs arising in connection with seeking and obtaining such equitable relief.
- (g) **Material Obligation/Survival.** Each obligation contained in this Amendment is deemed to be a material obligation of the parties hereunder and shall survive the termination of the Agreement.
- (h) **Interpretation.** In the event of an inconsistency or conflict between the terms of the Agreement and the terms of this Amendment, this Amendment shall control. Any such inconsistency or conflict shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Privacy and Security Rules or any other laws or regulations that apply to the confidentiality of Personal Information. This provision shall supersede any similar provision in the Agreement. In the event of an inconsistency between the provisions of this Amendment and mandatory provisions of the HIPAA Privacy and Security Rules or any other laws or regulations that apply to the confidentiality of Personal Information, as may be amended from time to time, the HIPAA Privacy and Security Rules or any other laws or regulations that apply to the confidentiality of Personal Information, including, without limitation, any definitions in any such laws or regulations, shall control. Where provisions of this Amendment are different than those mandated in the HIPAA Privacy and Security Rules or any other laws or regulations that apply to the confidentiality of Personal Information, but are nonetheless permitted by such laws or regulations, the provisions of this Amendment shall control.