



General Authorization and Release

National Guardian Life Insurance Company (NGL) • PO Box 1191 • Madison, WI 53701-1191
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

I hereby authorize National Guardian Life Insurance Company (NGL) to contact any past employer, business associate, business partner, military service, court, law enforcement agency, insurance company, financial institution, or any other person or entity to obtain information about my background, employment, schooling, business activities and experience, character, criminal record, or financial status.

I hereby authorize any of the above persons, institutions, or entities to provide the above information to NGL and waive and release any claims I may have related to the providing of such information. I also authorize them to rely on a photocopy or facsimile copy of this authorization.

I also acknowledge that NGL may participate in programs which provide background and financial information on insurance agencies, agents or producers, including debit balances. I authorize NGL to obtain information about me personally and/or my entity (if applicable) from these programs and to share any information obtained from other sources with these programs. I also waive and release any claims I may have related to the sharing of such information by NGL or the programs in which NGL participates.

This authorization is continuing and remains in effect until revoked by me in writing delivered to an officer of NGL.

Signature: _____ Date: _____



BEAM AUTHORIZED AGENT/AGENCY AGREEMENT

THIS AGREEMENT ("Agreement") is made effective as of the date set forth below between Beam Insurance Administrators LLC and Beam Insurance Services LLC, (collectively, "Beam"), Delaware limited liability companies, located at 629 N High St, 6th Floor, Columbus, OH 43215 and ("Agent/Agency") located at _____.

WHEREAS, Beam provides various health care benefits to groups and individuals under insurance policies and discount cards ("Products"); and,

WHEREAS, Agent/Agency is fully licensed as a health insurance agency and/or agent ("Health Care Benefit Insurance Agent") to market, promote, and sell various types of health care benefit plans as approved and designated by applicable state insurance departments; and,

WHEREAS, Beam desires Agent/Agency to present proposals, solicit and sell Beam Products to facilitate the implementation, maintenance and successful retention of said Products within a defined geographic region.

THEREFORE, based upon their mutual promises contained herein, the parties agree as follows:

1. Scope of Agreement

This Agreement governs the relationship between Beam and the Agent/Agency with respect to all policies of insurance fulfilled by Beam through the Agent/Agency. The relationship between Beam and Agent/Agency is contingent upon Agent/Agency's active appointment as an authorized agent by National Guardian Life Insurance Company (NGL). This is not an exclusive agreement.

2. Notices

Any notice required or permitted under this Agreement shall be provided in writing to the other party, by hand, via electronic mail, via certified mail, return receipt requested, postage prepaid, or via registered mail.

Notices to Beam shall be sent to:

Beam Insurance Administrators LLC
Attn: Alex Curry
629 N High St, 6th Floor
Columbus, OH 43215
-OR- curry@beam.dental

Notices to Agent/Agency shall be sent to:

Email: _____

3. Sales Territory

Agent/Agency's nonexclusive sales territory shall be the State(s) of _____

4. Authority

It is understood that Agent/Agency is an independent contractor and not an agent, employee, partner, joint venture, or in any other capacity for Beam. For coverage to be bound, Agent/Agency must request that Beam submit the National Guardian Life Insurance Company Agent/Agency Agreement ("NGL Agreement") application to NGL in written or electronic format. Agent/Agency is not authorized to effect, bind, or underwrite coverage, adjust claims or make representations concerning the adjustment of claims, or make any representations on behalf of Beam. Further, Agent/Agency is not authorized to take enrollment data, to make or issue any Policies, Renewals, or Certificates of Insurance on behalf of Beam.

5. Disclaimer

It is the responsibility of the Agent/Agency to service his/her account and to inform Beam as to the type and amount of coverage to be considered for quotation. Agent/Agency acknowledges that Beam does not guarantee that it will approve any account for an insurance plan and that all accounts shall be subject to all applicable underwriting guidelines. Beam assumes no responsibility toward Agent/Agency, policyholder, or any other party with regard to the adequacy, amount, or form of coverage obtained.

6. Duties

6.1. Agent/Agency shall, within Agent/Agency's sales territory, use commercially reasonable efforts to solicit applications, enroll and service clients; collect initial premiums, service fees and other charges; deliver contract documents, assist Beam customers and covered individuals; avoid conflicts of interest; and generally cooperate with and advance the interests of Beam with its customers. However, Beam may, at its option, be responsible for enrolling and servicing any client and Agent/Agency agrees to abide by the elected option of Beam. In either event, Agent/Agency agrees to render satisfactory service as directed by Beam.

6.2. Beam shall furnish Agent/Agency manuals, forms, records, marketing support, promotional material, formal proposals, billing documents and any other materials or supplies that Beam deems appropriate. All materials furnished by Beam shall remain its property. Agent/Agency shall



not use or generate any materials in marketing Beam's Products that have not been supplied in original form, created and approved by Beam. Further, Beam will advertise and provide promotional materials to Agent/Agency in its discretion. Agent/Agency will not use any advertisements referring to Beam without Beam's specific prior approval in writing. Agent/Agency agrees to indemnify and hold Beam harmless from any loss or expense arising out of any such unauthorized advertisement.

- 6.3. All expenses incurred by Agent/Agency in its performance of this Agreement shall be borne exclusively by Agent/Agency and not by Beam.
- 6.4. It is understood that Agent/Agency is liable for all money received by it in its representation of Beam. In the event Agent/Agency collects premiums, service fees, or other charges in accordance with this Agreement and fails to perform its Duties in accordance with Section 6.1, Agent/Agency shall be liable to any individuals, groups, Beam customers, and covered individuals for the amount of premiums, service fees, charges, or any other money paid to Agent/Agency in accordance with the terms of this Agreement and incurred as a result of Agent/Agency's failure. Agent/Agency is solely liable and responsible for any errors in eligibility of insureds that arise from errors in payment of funds to Beam from Agent/Agency, errors in remittance reports to Beam from Agent/Agency, and any other errors that occur in the transaction of funds and reports from Agent/Agency to Beam. Beam hereby disclaims, and Agent/Agency agrees to indemnify and hold Beam blameless for, any liability incurred in the performance of the Duties.
- 6.5. In the event any funds belonging to or due to Beam are received by Agent/Agency, then Agent/Agency shall be a fiduciary for all such money received or held by it in its representation of Beam, and Beam shall deposit such money in a separate trust account. All such money is the absolute property of Beam, and Agent/Agency will be strictly responsible for this money until Beam safely and fully receives it. Such money shall be remitted in full to Beam within five (5) working days after receipt, and if not remitted within this period, the funds shall bear interest at the rate of 8 percent per annum. Furthermore, any amount that Agent/Agency owes to Beam at any time is a first lien on any payment due or thereafter becoming due the Agent/Agency under this Agreement, and Beam is authorized to deduct such indebtedness from any payment due to Agent/Agency from Beam. In the event that a lawsuit is brought to collect monies due to Beam, Beam shall be entitled to collect its costs and reasonable attorney fees associated with the lawsuit.

7. Representations and Warranties

7.1. Agent/Agency represents and warrants that:

- 7.1.1. It is properly licensed to transact business as an agent or broker for all the types of insurance policies it shall place through Beam in accordance with the insurance regulations and laws of the state in which the Agent/Agency transacts such business;
- 7.1.2. It has Errors and Omissions and General Liability Insurance coverage in full force and effect up to a minimum limit of \$1,000,000 each and will immediately notify Beam if such coverage shall terminate or, in any way, become ineffective for the business conducted by the Agreement. Agent/Agency agrees to furnish Beam evidence of such coverage upon Beam's request.

8. Agent/Agency's Commissions

Agent/Agency shall be compensated for each Product sold in accordance with the commission schedule set forth in the applicable Addendum. Beam may change the commission schedules for policies upon fifteen (15) days prior written notice to Agent/Agency. Notwithstanding the foregoing, Beam may change the commission schedules immediately upon written notice to Agent/Agency if Beam determines that it is legally necessary or legally prudent. Agent/Agency acknowledges and agrees that its right to receive commissions, fees or other compensation arises solely from its contractual relationship with Beam, which is contingent upon its active authorization with NGL. If any policy for which Agent/Agency received a commission is canceled or terminated for any reason or if the premium on an existing policy is reduced, Agent/Agency agrees to return to Beam any unearned commissions on such policy.

9. Ownership of Expirations

Beam recognizes the Agent/Agency's ownership of all business placed under this Agreement. Beam may not use any expiration information for the purpose of soliciting any policy, renewal, or other insurance product, except to offer to renew policies written hereunder. In the event any premiums are due to Beam at the termination of this Agreement, the use and control of all expirations and renewals shall become property of Beam until all of Beam's interests have been satisfied.

10. Business Associate Agreement

Agent/Agency shall execute and abide by the attached Business Associate Agreement (BAA) in accordance with Health Insurance Portability and Accountability Act of 1996, as amended, (referred to herein as "HIPAA") and all applicable federal and state laws, including but not limited to the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act").

11. Licensure and Agent Appointment

Agent/Agency represents and warrants that it is appropriately licensed in all states that Beam has provided written approval to Agent/Agency to market the Products to clients. Agent/Agency shall provide Beam with copies of all licenses at Beam's request. Agent/Agency shall provide a list of all states in which Agent/Agency is appropriately licensed (Exhibit B) to enable Beam to appoint Agent/Agency or its individual agent(s) as an agent to market the Products to clients in those states listed by Agent/Agency in Exhibit B and approved by Beam in Exhibit A. Beam has sole discretion



to recommend to NGL to appoint Agent/Agency as an agent in a state to market the Products. In addition, Agent/Agency recognizes that it is prohibited by applicable state law from marketing the Products in states that are not listed in Exhibit B, and accordingly may be subject to sanctions and/or other remedies by those states. Agent/Agency agrees that it shall fully indemnify Beam for any fines, penalties, or other sanctions that may be imposed by any court or regulatory entity should Agent/Agency or its agents not be properly licensed.

12. Termination of Agreement

This Agreement will become effective upon the Effective Date, and will continue in effect until terminated. This Agreement may be terminated at any time by either party upon receipt of ten (10) days' written notice. Similarly, NGL may terminate the NGL Agreement. If NGL terminates the NGL Agreement, this Agreement likewise shall be terminated.

The responsibilities of Agent/Agency with respect to Sections 4, 5, 6, 7, 8, 9, and 10 of this Agreement, as such Sections relate to any business placed under this Agreement shall survive the termination of the Agreement. Within 10 days of the expiration or termination of this Agreement, Agent/Agency will return to Beam all property belonging to Beam, including, but not limited to, all customer lists and other records of Beam business, as well as Beam confidential information. Agent/Agency shall timely notify each insured under any policy issued through email or otherwise of the non-renewal of that policy, so as to prevent the extension of the policy beyond its expiration date.

13. Attorneys' Fees

In any proceeding brought to enforce this Agreement or to determine the rights of the parties under this Agreement, the prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, all costs and expenses incurred in connection with such a lawsuit, including attorneys' fees, costs and expenses of any appeal of a judgment. The term "proceeding" shall mean and include arbitration, administrative, bankruptcy and judicial proceedings including appeals.

14. General Provisions

14.1. Indemnification: Each party (the "Indemnitor") shall indemnify, defend, and hold harmless the other party, its Affiliates, and their respective officers, directors, employees, and agents (the "Indemnified Parties") for and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expense including, but not limited to, reasonable attorneys' fees and expenses, which one party may incur or suffer by reason of the other party's material inaccuracy of any representation or by reason of any material breach of any term, condition, or warranty contained in this Agreement. The provisions of this section shall survive the termination of this Agreement.

14.2. Binding Effect/Assignment: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any rights or duties hereunder may be assigned or delegated by either party without the other party's prior written consent.

14.3. Governing Law: This Agreement is entered into and shall be governed by the laws of the State of Ohio without regard to its choice of laws provisions.

[signature page follows]



By signing this Agreement as evidenced below, Agent/Agency hereby acknowledges that Beam may conduct a criminal and/or civil investigation into the background of the Agent/Agency, if Beam desires to do so, without prior notice to the individual and without liability whatsoever on the part of Beam. Agent/Agency acknowledges that signing this document gives no authority for Agent/Agency to act on behalf of Beam prior to formal written notice from Beam of approval of this Agreement.

EFFECTIVE DATE OF AGREEMENT: _____

Beam Technologies Inc.

By _____

Alexander D. Curry, President
Beam Insurance Administrators LLC

Agent/Agency Name _____

By _____

Name _____

Title _____

Agent/Agency License Number _____

SSN or FEIN _____

Attach a copy of current E&O Policy Declaration Page and applicable State Licenses

Return to: curry@beam.dental

OR

Beam Insurance Administrators LLC
Attn: Alex Curry
629 N High St, 6th Floor
Columbus, OH 43215



BEAM AUTHORIZED AGENT/AGENCY COMMISSION SCHEDULE

Effective October 2016

The parties hereto agree that all provisions of the Beam Authorized Agent/Agency Agreement between the parties shall have full force and effect, and shall apply for purposes of this Commission Schedule, and the parties further agree as follows:

1. Commission Schedule

The Commission Schedule set forth below or any subsequently published Commission Schedule will apply to both first year and renewal (second year to perpetuity as long as premiums are paid) business as of the date applicable to the published commission schedule, and in conjunction with the timeframe in which the commissions were earned by the producer of record. All commissions are fully vested as long as premiums are paid.

2. Calculation of Commission

Provided that Producer continues to be designated by a group as an Agent with respect to such group and performs services related to such group in a manner satisfactory to Beam, then for all new business and all business renewing, Beam will pay Producer commissions at the times and in the amounts set forth on the then published Commission Schedule. Commission for fully insured groups will be based on paid premium. Should Producer negotiate to be paid commissions for specific groups that deviate from the Commission Schedule, the commission will be disclosed, and it will be acknowledged by Producer by virtue of Producer's signature on the group's Employer/Group Application. In no event will Beam pay Producer any commissions for any time period occurring after any expiration or termination of this Agreement. Beam may report in accordance with applicable state and/or federal regulations to Agency's or Producer's designated groups all commissions paid to Producer for work performed on behalf of such groups.

Beam will pay commissions monthly based upon applicable premiums or administrative fees or as negotiated, if any, paid in cash and received by Beam in the previous month, provided this Agreement has not expired or terminated or the group has not withdrawn its appointment of Producer or appointed another Producer as its Agent prior to the last day of the previous month. Commission payments shall be paid on or before the 10th of the month following month for which premium was received. If the monthly Producer commission does not exceed twenty-five dollars (\$25.00), Beam shall not be obligated to produce a commission check until the commission sum exceeds twenty-five dollars (\$25.00) or at a minimum, once per calendar year. All communications and transactions shall occur between Producer and Beam's Home Office located in Columbus, Ohio.

If any application is rejected or any Product is cancelled or defaulted on, in whole or in part, for any reason, before the expiration of the contract period, or if any overpayment is made to Producer, the pro rata compensation paid to the Producer on the value of the Product cancelled or defaulted on or the amount overpaid the Producer shall be charged to the Producer and shall constitute an indebtedness of the Producer to Beam.

PRODUCER COMMISSION SCHEDULE

Plan Rate Source	Percent of Premium
Beam Shelf Rates through Wellthie	Level 8%
All Other Custom RFPs (through Beam UW)	Level 8% OR Requested Percent in RFP
Groups domiciled in Washington	Based on State imposed Loss Ratio Requirements for Group Size

IN WITNESS WHEREOF, the parties have caused this Commission Schedule to be effective as of the date first set forth below.

EFFECTIVE DATE OF AGREEMENT: _____

Beam Insurance Administrators LLC/Beam Insurance Services LLC

By _____
Alex Curry, President & Chief Insurance Officer

Agent/Agency Name _____

By _____

Name and Title _____



BUSINESS ASSOCIATE AGREEMENT – HITECH

This Business Associate Agreement (the “Agreement”) is entered into this _____ day of 20__ (hereinafter the “Effective Date”), by and between Beam Insurance Services LLC (hereinafter individually “Covered Entity”), and _____ (hereinafter “Business Associate”).

WHEREAS, Business Associate and Covered Entity acknowledge that Business Associate is a Business Associate, as defined below, of the Covered Entity; and

WHEREAS, Business Associate and Covered Entity acknowledge that Business Associate may have contractual relationships with other service providers which provide services for the Plan and who are considered Subcontractors of Covered Entity; and

WHEREAS, Business Associate and Covered Entity desire to ensure that the standards of privacy and security for each Individual utilizing or obtaining Services (hereinafter defined) are adhered to pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended, (referred to herein as “HIPAA”) and all applicable federal and state laws, including but not limited to the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”); and

WHEREAS, by executing this Agreement, the parties agree to abide by the terms and conditions of this Agreement.

In consideration of the promises and the mutual covenants and undertakings set forth in this Agreement, the parties have executed this Agreement through their duly authorized representatives as of the Effective Date.

1. **Definitions.** All capitalized terms contained in this Agreement shall have the meaning ascribed to them in this Agreement. In the event of any conflict between a definition as contained in the Agreement and a definition contained in 45 CFR Parts 160 and 164, the definition contained in 45 CFR Parts 160 and 164 shall govern.
 - 1.1 **Business Associate:** “Business Associate” shall have the same meaning as the term “Business Associate” in 45 CFR 160.103 and shall mean Business Associate in this Agreement. For the purposes of this Agreement, Producer shall be the Business Associate.
 - 1.2 **Covered Entity:** “Covered Entity” shall have the same meaning as the term “Covered Entity” in 45 CFR 160.103. For the purposes of this Agreement, Beam shall be the Covered Entity.
 - 1.3 **Designated Record Set:** “Designated Record Set” shall have the same meaning as the term “Designated Record Set” in 45 CFR 164.501.
 - 1.4 **Individual:** “Individual” shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - 1.5 **Privacy Rule:** “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164.
 - 1.6 **Protected Health Information:** “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR 164.103, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
 - 1.7 **Required By Law:** “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.
 - 1.8 **Secretary:** “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
 - 1.9 **Services:** “Services” shall mean: 1) the services performed by Business Associate on behalf of the Covered Entity for the Covered Entity; and 2) the services performed by a Subcontractor on behalf of the Covered Entity.
 - 1.10 **Subcontractor:** “Subcontractor” shall mean an entity that contracts with the Business Associate to perform services for the Covered Entity, including, but not limited to: (a) a function or activity involving the use or disclosure of individually identifiable health information, including, but not limited to, utilization review, case management, subrogation, medical management, quality assurance, and data analysis. “Subcontractor” shall not include any person or entity with whom Covered Entity has entered into a contract with directly, even if Business Associate has also contracted with such person or entity.
2. **Business Associate Services:** Business Associate will perform and provide Services on behalf of the Covered Entity, and at the request of the Covered Entity that may involve the use and disclosure of Protected Health Information.
3. **Subcontractor Services:** Business Associate may have contractual arrangements with business entities which provide services to the Covered Entity and to the Plan in support of Business Associate’s Services that may involve the use and disclosure of Protected Health Information. Business Associate agrees to ensure that any Subcontractor with whom it contracts and provides PHI that is received from or provided on behalf of the Covered Entity shall agree in writing to all applicable terms of this Agreement. If Business Associate is unable to secure such written agreement, Business Associate shall notify Covered Entity to determine Covered Entity’s options in utilizing such Subcontractor’s services.



However, if Covered Entity directs Business Associate to forward or receive PHI from any other person or entity (whether or not the Covered Entity has directly contracted with such person or entity), Covered Entity agrees that it is the Covered Entity's responsibility to enter into a Business Associate agreement with such person or entity. Business Associate shall not be responsible for determining if such an agreement exists before complying with Covered Entity's instruction as to the delivery or receipt of PHI by the person or entity on Covered Entity's behalf. Such persons or entities described in this paragraph are not Subcontractors under this Agreement.

4. Obligations and Activities of Business Associate:

- (a) Business Associate shall not use or disclose PHI in any manner that would constitute a violation of 45 C.F.R. Parts 160 and 164 if used or disclosed by Business Associate.
- (b) Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.
- (c) Business Associate shall use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (d) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- (e) Business Associate shall provide notice to Covered Entity as required by and in accordance with Section 5 of this Agreement.
- (f) In accordance with Section 3 of this Agreement, Business Associate shall disclose PHI to those Subcontractors that may be assisting Business Associate in carrying out Business Associate's, the Covered Entity's, or the Plan's functions.
- (g) Business Associate shall provide access, at the request of the Covered Entity, to PHI in a Designated Record Set during Business Associate's normal business hours to the Covered Entity or to an Individual in order to meet the requirements under 45 CFR 164.524. If the Covered Entity determines that access to the Individual's PHI can only be accommodated through Business Associate, Business Associate shall accommodate the request in accordance with its internal procedures for handling such a request. In the event an Individual contacts Business Associate directly about accessing PHI, Business Associate shall follow its internal procedures for handling such a request. In the event Business Associate is asked to provide copies of an Individual's PHI, Business Associate shall provide such access by mailing a copy of the PHI in a Designated Record Set to the address given by the Individual, unless otherwise directed by the Covered Entity.
- (h) Business Associate agrees to make any amendment to PHI in a Designated Record Set as directed by the Covered Entity, in accordance with 45 CFR 164.526. In the event an Individual contacts Business Associate directly about making amendments to PHI, Business Associate shall follow its internal procedures for handling such a request.
- (i) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI received from, or created or received by the Covered Entity or on behalf of the Covered Entity, or at the request of the Secretary or designated by the Secretary, during Business Associate's normal business hours for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
- (j) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate shall, at the request of the Covered Entity, provide to the Covered Entity information collected in accordance with this provision of the Agreement, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. In the event an Individual contacts Business Associate directly about obtaining an accounting of disclosures of PHI in accordance with 45 CFR 164.528, Business Associate shall follow its internal procedures for handling such a request.
- (k) Business Associate, including its Subcontractors, shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity, as required by 45 CFR 164.314, as amended from time to time.

5. Breach Notification:

- (a) Business Associate agrees to notify Covered Entity no later than five (5) calendar days following the discovery of any unauthorized acquisition, access, use or disclosure of unsecured PHI which compromises the security or privacy of PHI and poses a significant risk of financial, reputational or other harm to the Individual (a "Potential Breach"). Upon notification by Business Associate, Covered Entity shall perform a risk assessment to determine whether the Potential Breach constitutes a Breach as defined in 45 C.F.R. 164.402. For purposes of this Section 5, "Potential Breach" shall not include:
 - i. any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of HIPAA;



- ii. any inadvertent disclosure by a person who is authorized to access PHI at Business Associate to another person authorized to access PHI at Business Associate; or
- iii. a disclosure of PHI in which Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

- (b) Business Associate agrees to cooperate fully with Covered Entity in any investigation and risk assessment of any Potential Breach.
- (c) A Potential Breach is considered discovered as of the first day on which the unauthorized acquisition, access, use or disclosure of the unsecured PHI was known by Business Associate, or by exercising reasonable diligence, would have been known by Business Associate, or the first day Business Associate is notified by any Subcontractor of a Potential Breach.
- (d) The notice to Covered Entity shall include, to the extent possible;
 - i. The identification of each Individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during the Potential Breach;
 - ii. A description of the types of unsecured PHI that Business Associate believes may have been involved in the Potential Breach (such as whether the Individuals' full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); and
 - iii. A brief description of what happened, including the date of the Potential Breach and the date the Potential Breach was discovered.
- (e) To the extent the following information is available to Business Associate, Business Associate shall also provide Covered Entity with the following information in the notification to Covered Entity, or as it becomes available:
 - i. Any steps Business Associate believes that Individuals should take to protect themselves from potential harm resulting from the Potential Breach; and
 - ii. A brief description of what Business Associate is doing to investigate the Potential Breach, to mitigate harm to the Individuals, and to protect against any further Potential Breaches.

At the request of the Covered Entity, Business Associate will consider providing contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

- (f) In the event that a Law Enforcement Official (as defined in 45 C.F.R. 164.103) states to Business Associate that notification to Covered Entity would impede a criminal investigation or cause damage to national security, Business Associate shall delay the notification to Covered Entity as specified by the Law Enforcement Official. Business Associate shall provide Covered Entity with a written statement from the Law Enforcement Official or, if the statement was oral, documentation of the statement made by the Law Enforcement Official, as soon as possible after the statement was made to Business Associate.
- (g) In the event that Business Associate fails to notify Covered Entity of a Breach, as defined in 45 C.F.R. 164.402, Business Associate shall indemnify and hold Covered Entity harmless from any and all liability, damages, costs (including reasonable attorneys' fees and costs) and expenses imposed upon or asserted against Covered Entity arising out of Business Associate's failure to timely notify Covered Entity of any Breach. This Section shall survive termination of this Agreement.
- (h) Business Associate shall educate its employees, directors and officers as necessary and appropriate, regarding compliance with its internal HIPAA and HITECH policies and procedures and the importance of the notification requirements of this Section 5 of the Agreement.

6. **Permitted Uses by Business Associate:** Business Associate shall use and disclose PHI only to the extent necessary to perform the Services and to assist Subcontractors in performing their services, and in a manner that such use and disclosure would not violate the Privacy Rule if done by Business Associate, provided, however, that:

- (a) Business Associate may use PHI in its possession for the proper management and administration of Business Associate's operations or to carry out the legal responsibilities of Business Associate.
- (b) Business Associate may disclose PHI in its possession for the proper management and administration of Business Associate, provided that disclosures are required by law or addressed in this Agreement.
- (c) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(I)(B).

7. **Obligations of the Covered Entity:**

- (a) Covered Entity shall allow Business Associate access to PHI of Individuals utilizing the Services through the Covered Entity.
- (b) Covered Entity shall provide Business Associate with the Notice of Privacy Practices that the Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes or modifications to such notice.
- (c) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose such Individual's PHI, if such changes affect Business Associate's permitted or required uses and disclosures.



- (d) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR 164.522.
 - (e) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or HITECH if done by the Covered Entity, provided, however, that the Covered Entity may request that Business Associate use or disclose PHI for data aggregation or management and the administrative activities of Business Associate.
8. Return of Protected Health Information: At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI created or received by Business Associate on behalf of the Covered Entity. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of the information infeasible.
9. Termination:
- (a) The provisions of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Section, shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
 - (b) Notwithstanding any other provision of this Agreement, the Covered Entity may immediately terminate this Agreement if Business Associate has materially violated its responsibilities regarding PHI under this Agreement, and has failed to provide satisfactory assurances to the Covered Entity within a specified period of time that the violation has been cured and steps taken to prevent its recurrence.
10. Miscellaneous:
- (a) This Agreement may be executed in one or more counterparts. Each counterpart shall be deemed an original. In addition, an executed copy of this Agreement shall be as valid as the original.
 - (b) Business Associate agrees to indemnify, defend and hold Covered Entity its officers, directors, and employees harmless from any alleged claim or penalty against Covered Entity or the Covered Entity arising from any allegation of uses and/or disclosures of Protected Health Information in violation of 45 C.F.R. Parts 160 and 164 arising from an alleged use or disclosure of Protected Health Information by Business Associate or its agents or subcontractors.

Covered Entity agrees to indemnify, defend and hold Business Associate and its officers, directors, and employees, harmless from any alleged claim or penalty against Business Associate arising from any allegation of uses and/or disclosures of Protected Health Information in violation of 45 C.F.R. Parts 160 and 164 arising from an alleged use or disclosure of Protected Health Information by Covered Entity or the Covered Entity.
 - (c) To the extent that any provision of this Agreement is in conflict with any law, regulation, rule or administrative policy of any government entity, this Agreement will have been deemed to have been amended in order to bring it into conformity with these provisions. In addition, the parties agree to amend this Agreement, as appropriate, to conform with any new or revised law or regulation to which either party becomes subject, including, but not limited to, the Standards for Electronic Transactions, 45 CFR Parts 160 and 162 and the Health Insurance Reform: Security Standards 45 CFR Parts 160, 162 and 164.
 - (d) Except as stated in paragraph (c) of this Section 10, this Agreement may be amended only in a written document signed by the duly authorized officers of both parties.
 - (e) This Agreement will be executed, delivered, integrated, construed and enforced pursuant to and in accordance with the laws of the State of Ohio.
 - (f) This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors, and assigns of the parties hereto.
 - (g) The waiver by either party of a breach or a violation of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of same or other provisions hereof. No waiver shall be effective against any party hereto unless in writing signed by that party.
 - (h) All notices, requests, demands, approvals, and other communications required or permitted by this Agreement shall be in writing and sent by either certified mail or by personal delivery. Such notice shall be deemed given on any date of delivery by the United States Postal Service. Any notice shall be sent to the addresses set forth below.
 - (i) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected unless the invalid provision substantially impairs the benefits of the remaining provisions of this Agreement.
 - (j) The responsibilities of the parties under this Agreement shall survive the termination of this Agreement.



- (k) The Covered Entity and Business Associate each ratifies and confirms the terms and conditions of this Agreement, and agree that such shall remain in full force and effect unless otherwise terminated or amended at a later date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

BUSINESS ASSOCIATE

Name _____

Address _____

By _____

Authorized Representative of Business Associate

Printed Name, Title

COVERED ENTITY

Beam Insurance Services LLC
629 N High St, 6th Floor
Columbus, OH 43215

By _____

Authorized Representative of Covered Entity

Alex Curry, Chief Insurance Officer

Printed Name, Title



Beam Dental Insurance Services
629 N. High St., 6th Fl.
Columbus, OH 43215

Recurring Payment Authorization Form

Schedule your commission payment to be automatically credited to your bank account. Just complete and sign this form to get started!

Here's How Recurring Payments Work:

You authorize regularly scheduled credits to your checking/savings account. You will be credited the amount according to the prior months premium received for each client that has designated you as an agent. A receipt for each payment will be emailed to you and the credit will appear on your bank statement as an "BeamMMYY." Any terminations, changes, or additions will applied in the following month's charge as a credit or debit to the monthly total.

Please complete the information below:

I, _____, authorize Beam Dental Insurance Services LLC ("Beam")
(full name)
to credit my bank account indicated below for the current commission due to you on the tenth
(10th) of each month for the prior month's premium received.

Billing Address _____

Phone# _____

City, State, Zip _____

Email _____



Checking/ Savings Account

☐ Checking ☐ Savings

Name on Acct _____

Bank Name _____

Account Number _____

Bank Routing# _____

Bank City/State _____



I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Beam in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next payment date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank; so long as the transactions correspond to the terms indicated in this authorization form.

SIGNATURE _____

DATE _____

TITLE _____



Contracting Cover Sheet

National Guardian Life Insurance Company (NGL) • PO Box 1191 • Madison, WI 53701-1191
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

Date: _____ TPA: _____

Executed Contract Attached? ☐ Yes ☐ No

Appointments Needed: ☐ Agent ☐ Agency ☐ Both

States to be appointed in: _____

Contact Info for follow up and welcomes:

Name: _____

Email: _____

Phone Number: _____

Additional Notes:

Agent Contracting Checklist

Please return all of the following items, completed in full, to the Contracting Department at NGL (contracting@nglic.com). Information should be typed or printed legibly. Missing items will delay the contracting and appointment process.

1. **Individual Agent or Agency (Business Entity)** should submit the following completed forms:

- ☐ Contracting Cover Sheet
- ☐ Contracting Questionnaire
- ☐ Agent/Agency Agreement
- ☐ Business Associate Agreement
- ☐ General Authorization and Release
- ☐ Fair Credit Reporting Act Consumer Disclosure
- ☐ W-9 Request for Taxpayer Identification Number and Certification
- ☐ Copies of license(s)
- ☐ Proof of criminal background check

2. **Agent Affiliated with an Agency (Business Entity)** should submit the following completed forms:

- ☐ Contracting Cover Sheet
- ☐ Contracting Questionnaire
- ☐ Copies of license(s)
- ☐ Proof of criminal background check

Pre-Appointment States

Please Note: Agents in the following states will need to be appointed prior to solicitation of business for NGL.

- ☐ Montana
- ☐ Pennsylvania
- ☐ Washington
- ☐ Wisconsin

REMINDER for Contracts:

If **Agency (Business Entity)** contract or **independent Agent** contract is submitted, the documents listed in item 1 above should be sent.

If **Agent affiliated with an Agency (Business Entity)** contract is submitted, the documents listed in item 2 above should be sent.



Contracting Questionnaire

Authorized Representative /
Agency / Agent

National Guardian Life Insurance Company (NGL) • PO Box 1191 • Madison, WI 53701-1191
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

Agents and Agencies are not permitted to solicit, sell or procure an application for insurance until they possess an insurance agent's license and authorization from National Guardian Life Insurance Company. Omission of any information below will delay authorization from National Guardian Life Insurance Company and payment of commissions.

NAME OF AUTHORIZED REPRESENTATIVE / AGENCY / AGENT		SSN		DOB
NAME OF CORPORATION		TAX ID NUMBER		
BUSINESS ADDRESS	CITY	STATE	ZIP CODE	PHONE
RESIDENTIAL ADDRESS (P.O. Box)	CITY	STATE	ZIP CODE	FAX #
CONTACT NAME		EMAIL ADDRESS		PHONE
PRINT NAMES AND TITLES OF ALL OFFICERS:				
ADDITIONAL STATE APPOINTMENTS				
COMMISSION PAYMENTS PAID TO: AGENT AGENCY (Please circle one)				
BACKGROUND: (Please explain, include dates, and "yes" answers on a separate sheet)				
Has Authorized Representative / Agency / Agent ever:				
been appointed by National Guardian Life Insurance Company?				<input type="checkbox"/> Yes <input type="checkbox"/> No
had a complaint filed against you with an Insurance Department? State?				<input type="checkbox"/> Yes <input type="checkbox"/> No
been refused a bond?				<input type="checkbox"/> Yes <input type="checkbox"/> No
been the subject of any investigation or proceeding by any insurance jurisdiction?				<input type="checkbox"/> Yes <input type="checkbox"/> No
had any agency contract or company appointment canceled for cause (e.g., misrepresentation, misappropriation, etc.)?				<input type="checkbox"/> Yes <input type="checkbox"/> No
been suspended, expelled, fined, barred, censured or otherwise disciplined or found to have violated any law or rule by any party in the insurance industry?				<input type="checkbox"/> Yes <input type="checkbox"/> No
been refused a license to sell insurance or membership in any insurance organization or had a license suspended or revoked for cause by any jurisdiction?				<input type="checkbox"/> Yes <input type="checkbox"/> No
withdrawn any application or surrendered any license to avoid any disciplinary action or the denial of a license?				<input type="checkbox"/> Yes <input type="checkbox"/> No
been convicted of or pleaded no contest to any felony or misdemeanor, except for traffic offenses? If yes, give complete information and attach copy of court order.				<input type="checkbox"/> Yes <input type="checkbox"/> No
have any criminal charges pending against you?				<input type="checkbox"/> Yes <input type="checkbox"/> No
gone through bankruptcy, had salary attached or had any liens or judgments outstanding against you?				<input type="checkbox"/> Yes <input type="checkbox"/> No
been named a party in any lawsuit?				<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you presently indebted to any insurer or any insurance company or managing general agent?				<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you intend to sell insurance principally for the purpose of placing insurance on risks owned or controlled by you, your employer or your family?				<input type="checkbox"/> Yes <input type="checkbox"/> No

of years Authorized Representative / Agency / Agent has been in business? _____

of years Agency / Agent has been at present address? _____

CERTIFICATION / AUTHORIZATION - I certify that I have answered all questions honestly and to the best of my knowledge.

DATE _____ **SIGNATURE OF AUTHORIZED REPRESENTATIVE / AGENT:** _____



AGENT / AGENCY AGREEMENT

National Guardian Life Insurance Company (NGL) • PO Box 1191 • Madison, WI 53701-1191
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

MADISON, WISCONSIN
("the Company" or "Us" or "Our" or "NGL")
HEREBY APPOINTS

Agent / Authorized Representative
("You" or "Your")

Name of Agent / Agency
("You" or "Your")

City and State

IT IS AGREED AS FOLLOWS:

1. You are authorized to solicit and procure applications as long as you possess an insurance agent's license, an appointment and authorization from NGL for such policies described in the most recent schedules then in effect as may be issued by the Company and collect the full initial premiums thereon. All such premiums shall be paid promptly to the Company not subject to any offset by You and not to be commingled with Your personal or Agency funds.
2. You have no authority to make, alter or discharge any policy agreement, or extend the time of payment of any premium by more than 15 days; or waive any policy condition; or guarantee any dividend; or deliver any policy unless the insured is, to the best of the Agency's knowledge without investigation at that time in good health and insurable condition; or endorse checks payable to the Company; or collect any premium except the initial premium on policies issued hereunder; or make any outbound calls or send any outbound texts or faxes for the purpose of marketing Our products, unless You are in complete compliance with all applicable federal or state laws, regulations and do-not-call lists, including but not limited to the Telephone Consumer Protection Act of 1991. Notwithstanding the foregoing, You may not send any mass or automated text messages, or make any outbound calls using an automated telephone dialing device or use prerecorded or artificial voice messages on Our behalf.
3. You agree to conduct yourself in accordance with the rules, instructions and regulations of the Company provided to you prior to the effective date and the insurance laws and regulations of the state in which You solicit applications for the Company. If Your license is suspended, revoked or not renewed by any state, Your right to solicit business on our behalf in that state will be suspended until such time as Your license is reinstated or renewed.
4. You agree to conduct yourself in accordance with the rules, instructions and regulations of the Company provided to you prior to the effective date and the insurance laws and regulations of the state in which You solicit applications for the Company. If Your license is suspended, revoked or not renewed by any state, Your right to solicit business on our behalf in that state will be suspended until such time as Your license is reinstated or renewed.
5. **Compensation.**
 - You agree to conduct yourself in accordance with the rules, instructions and regulations of the Company provided to you prior to the effective date and the insurance laws and regulations of the state in which You solicit applications for the Company. If Your license is suspended, revoked or not renewed by any state, Your right to solicit business on our behalf in that state will be suspended until such time as Your license is reinstated or renewed.
 - Commissions are not paid or due on individual and group conversion plans, and on policies or contracts issued to a policyowner or contract owner within six (6) months before or after termination of another policy or contract of the Company issued to such policy owner or contract owner, to the extent not otherwise provided for herein.
 - Commissions paid by the Third Party Administrator to You shall constitute full compensation for Your services performed in accordance with this Agreement. You are responsible for all expenses incurred by You in performance of this Agreement. If the Company and the employer or group is terminated for any reason, the fee payable to You will be adjusted to reflect same.
 - You shall be entitled to a commission for so long as You remain the broker of record and this agreement is in force. If an employer or group solicited by You provides us with notification of a change of its broker of record, Your entitlement to fees with respect to such employer or group shall terminate at the close of business on the effective date of the change designating another broker of record.
 - At any time while this agreement is in effect, or after it is terminated, the Agency shall forfeit and shall not be entitled to receive any commissions or service fees due or to become due under this agreement, if the Agency shall:
 - a. Violate any of the provisions of this agreement, or
 - b. Shall neglect to report and pay over to the Company any premium collected by the Agency or sub-producer(s), or
 - c. Shall at any time during the term of this Agreement and, for six (6) months thereafter, endeavor to induce through a means other than general advertising in the normal course of business, or shall induce any employee, producer or representative of the Company with whom you have worked during your Agency capacity hereunder to discontinue their association with the Company, or

- d. Shall endeavor to induce or shall induce any policyholder of the Company to relinquish a policy with the Company. Notwithstanding the foregoing, Agent shall not be prohibited from recommending to policyholder(s) various insurance products from other insurance carriers.
- If the Company shall return the premiums on a policy or any portion of such premiums or cancel a policy for any cause, You shall refund to the Company on demand the amount of commissions received on the premiums so returned. This provision shall survive termination of this agreement.
- If a policy issued hereunder should be lapsed for more than ninety days and subsequently be reinstated, the Company shall be relieved of any further commission liability to You unless the reinstatement application for such policy was procured by You.
6. **Underwriting.** The Company reserves the right at its sole option to decline any application for coverage, to refuse to renew any coverage, to withdraw any policy or contract form, or to return directly to covered persons or applicants any payments submitted to the Company without liability to the Agency. This provision survives termination of this agreement.
7. **Indebtedness.**
 1. Any advance, loan, or extension of credit which the Agent / Agency at any time and in any manner may secure from the Company hereunder shall constitute indebtedness to the Company. If any check or draft of the Agent / Agency used to transfer monies to the Company is dishonored upon presentation for payment, the amount thereof shall constitute an indebtedness of the Agent / Agency to the Company.
 2. **Provisions Relating to Indebtedness.**
 - a. The entire indebtedness owed to the Company by the Agent / Agency at any time and in any manner may be deemed due and payable in full by the Company at any time.
 - b. The Agent / Agency shall be responsible for any costs, including reasonable attorney fees and other collection expenses, incurred by the Company in connection with the recovery from the Agent / Agency of any indebtedness of the Agent / Agency to the Company provided, the Company obtains any recovery whatsoever and irrespective of the outcome of any counterclaim, crossclaim or other legal action by the Agent / Agency.
 - c. The Agent / Agency hereby grants to the Company the right to offset all commissions becoming due hereunder against any indebtedness of the Agent / Agency to the Company; and the Company may at any time after giving Agent / Agency fifteen (15) calendar days notice of the indebtedness and Agent / Agency the right to cure, apply commissions payable to the Agent / Agency hereunder or any other monies payable to the Agent / Agency by the Company or by any company controlled by or under common contract with the Company to reduce any such outstanding indebtedness.
 - d. The Company shall be responsible for any costs, including reasonable attorney fees and other collection expenses incurred by the Agent / Agency in connection with the recovery from the Company of any indebtedness of the Company to the Agent / Agency providing the Agent / Agency obtains any recovery whatsoever and irrespective of the outcome of any counterclaim, crossclaim or other legal action by the Company.
8. **Advertising.** You have no authority to advertise using the Company name, products, premium rates, or other related information unless the advertisement is pre-approved in writing through the Company's advertising review process.
9. **Privacy.** You agree that all nonpublic personal financial information or nonpublic personal health information related to any insured or policyholder or to any consumer or customer (as such terms are defined under applicable state or federal privacy laws) of Us or any of Our affiliated companies, obtained by You in the performance of Your duties and obligations under this Agreement shall be held in the strictest confidence by You, Your producers and Employees. You shall not disclose or use such information except as necessary to carry out Your duties and obligations under this Agreement or as otherwise required under applicable state or federal law. This provision survives termination of this Agreement. The Company agrees that all nonpublic personal financial information or nonpublic personal health information related to any insured or policyholder or to any consumer or customer (as such terms are defined under applicable state or federal privacy laws) of You or any of Your affiliated companies obtained by Us in the performance of Our duties and obligations under this Agreement shall be held in the strictest confidence by Us, our producers and employees. The Company shall not disclose or use such information except as necessary to carry out Our duties and obligations under this Agreement or as otherwise required under applicable state or federal law. This provision survives termination of this Agreement.
10. **Termination.** In addition to the methods otherwise herein provided, this agreement may be terminated by either party hereto, by notice in writing of the election to terminate delivered personally or mailed certified to the other party at the last known address. Said termination shall be effective ten (10) calendar days after the date shown on such termination notice or as state regulation dictates. After the termination date, commissions which would otherwise be subsequently earned shall no longer be due. Upon the death of the Agent or dissolution of the Agency, this agreement shall terminate and any monies which are then earned and to which the Agent would have been entitled at the time of his death or dissolution of Agency shall be paid, as the premiums are paid to the Company on behalf of the Agent / Agency, to whomsoever shall be legally entitled thereto. Such monies will be held by the Company without interest or penalty until lawful determination is accepted by the Company as to the recipient of the monies.

11. **Term for Cause.** This agreement shall be terminated for cause immediately by written notice to the other party.
12. **Territory.** The territory in which You are licensed to represent us is not exclusively assigned to You and we have the right to enter into similar arrangements with others and You have the same right.
13. **Audit of Agency.** All books, accounts and records of the Agent / Agency related to the business of the Company hereunder shall be subject to audit and inspection by the Company or its duly authorized representative during normal business hours and the Company will provide reasonable notice to the Agent / Agency, including a reasonable period of time after termination hereof. Notwithstanding the foregoing, any examination of the Agent's / Agency's books, accounts, records shall be conducted in a manner reasonably designed to protect the confidentiality of the Agent's / Agency's trade secrets and confidential information. The Company may at any time make copies of or take extracts from such books, accounts, paper documents and records as it may deem necessary and as it relates to the business of the Company.
14. **Records and Supplies.** We shall have the right, but not the obligation, at all reasonable times, including a reasonable period of time after termination hereof, to inspect Your papers, documents and records, wherever located, which relate to Our business. Notwithstanding the foregoing, any examination of the Agent's / Agency's papers, documents and/or records shall be conducted in a manner reasonably designed to protect the confidentiality of the Agent's / Agency's trade secrets and confidential information. All records maintained by the Agent / Agency hereunder and all books, rate manuals, forms and other supplies furnished to the Agency by the Company shall be and remain the property of the Company and shall be returned to the Company promptly following termination hereof. All notices shall be deemed given when received. This item applies only to the business of the Company.
15. **Legal Proceedings.** The parties hereto consent, to the extent permitted by law, that jurisdiction and venue for the enforcement or interpretation of this agreement is Madison, Wisconsin. The parties herewith further agree that the law of the State of Wisconsin shall apply to enforcement, construction, and interpretation of this agreement. Any document that has been served upon You in connection with any legal proceedings involving us must be transmitted to the Home Office by registered mail promptly and as soon as reasonably practicable after receipt. You will be liable to us for any reasonable loss or expense we incur resulting from Your failure to reasonably comply with this requirement to promptly transmit documents received in connection with any legal proceeding. You hereby represent, and agree that this Agreement is contingent on Your continuing representation, that You have not been convicted, and to the best of Your knowledge that none of Your producers or employees who place insurance under this Agreement have ever been convicted, of any state or federal felony involving dishonesty or a breach of trust or any crime under 18 U.S.C. § 1033. You agree to notify us immediately in writing of any charges or actions relating to the placement of insurance that are known to You and brought in any court or by any regulatory body against You, Your producers or employees (who provide insurance or act under this Agreement) and of any felony conviction(s) of You, Your producers or employees (who provide insurance or act under this Agreement) that are known to You and relate to the placement of insurance. Failure to comply with any of the provisions of this section shall be cause for immediate termination of this Agreement.
16. **Prior Contracts Superseded.** This Agreement shall supersede any and all prior Contracts between the parties hereto, whether written or oral, regarding the services of the Agency performed for the Company with respect to such products. This Agreement and its attachments constitute the entire agreement between the parties hereto and are subject to termination by either party upon written notice to the other party. All previous agreements are void and replaced by this agreement.
17. **Additional Provisions.** Our failure to insist upon strict performance of any provisions in this Agreement will not be construed as a waiver of such provisions. This Agreement is not binding on You unless signed by You and is not binding on Us unless signed by one of Our authorized officers.
18. **Hold Harmless.** Each party to this Agreement will indemnify and hold harmless the other party from and against any and all claims, losses and expenses, including without limitation reasonable attorney fees and costs of defense that such other party incurs as a result of the first party's error, faulty action or omission or breach of this Agreement.

19. Subject to approval by the Company, this Agreement shall take effect on the ____ day of _____, _____.

Approval:

I accept this appointment subject to the terms and conditions herein provided.

NATIONAL GUARDIAN LIFE INSURANCE COMPANY

Agent / Agency Name

By _____

Authorized Representative / Agent Signature

Social Security No. _____



Business Associate Agreement

National Guardian Life Insurance Company (NGL) • PO Box 1191 • Madison, WI 53701-1191
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

This Business Associate Agreement (the “**Agreement**”) effective as of _____, 20____ (“**Effective Date**”), is entered into by and between National Guardian Life Insurance Company (“**Covered Entity**”) and _____ (“**Business Associate**”) (collectively, “**the Parties**”).

RECITALS

WHEREAS, the purpose of this Agreement is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as heretofore or hereafter amended (“**HIPAA**”), and associated regulations 45 C.F.R. Parts 160 - 164, as heretofore or hereafter amended (the “**Privacy and Security Rules**”);

WHEREAS, the Parties have heretofore entered into, or may hereafter enter into, one or more agreements or arrangements whereby Business Associate shall or may provide certain services to Covered Entity, and pursuant to such agreements or arrangement(s), Business Associate may be considered a “business associate” of Covered Entity as defined in the Privacy and Security Rules; and

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

NOW, THEREFORE, in consideration of the Parties continuing obligations under this Agreement, compliance with HIPAA and the Privacy Security Rules, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the Privacy and Security Rules and to protect the interests of both Parties.

SECTION 1. INTERPRETATION; DEFINITIONS

1.1 Interpretation. In the event of an inconsistency between the provisions of this Agreement and the provisions of the Privacy and Security Rules, the Privacy and Security Rules shall control. Where provisions of this Agreement are different than those mandated by the Privacy and Security Rules, but are nonetheless permitted by the Privacy and Security Rules, the provisions of this Agreement shall control. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.

1.2 Definitions. Any and all capitalized terms in this Agreement shall have the definitions ascribed to them herein. Whenever the context so requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter, and the singular shall include the plural, and conversely.

1.2.1 Electronic Protected Health Information (EPHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media; or transmitted or maintained in any other form or medium.

1.2.2 Electronic Storage Media is defined as memory devices in computers (hard drives) and any removable/transportable digital memory medium such as magnetic tape or disk, optical disk, or digital memory card.

1.2.3 Individual shall have the same meaning as the term “Individual” in 45 CFR §160.103, as amended, and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.2.4 Protected Health Information shall have the same meaning as the term “Protected Health Information” in 45 CFR §160.103, as amended, limited to the information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity.

1.2.5 Required By Law shall have the same meaning as the term “Required By Law” in 45 CFR §164.103, as amended.

1.2.6 Secretary shall mean the Secretary of the United States Department of Health and Human Services or his/her designee.

1.2.7 Transmission Media shall mean media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.

SECTION 2. SERVICES

Pursuant to its current or future agreement(s) or arrangement(s) with Covered Entity, Business Associate shall or may provide services which may involve the use and/or disclosure of Protected Health Information. Except as otherwise specified herein, Business Associate may make any and all uses of Protected Health Information necessary to perform its obligations under its arrangement(s) and agreement(s) with Covered Entity.

SECTION 3. RESPONSIBILITIES OF BUSINESS ASSOCIATE

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate hereby agrees to the following:

3.1.1 Not to use or disclose Protected Health Information except as permitted or required by this Agreement or as Required By Law;

3.1.2 To use appropriate safeguards to maintain the security of the Protected Health Information and to prevent unauthorized use and/or disclosure of the Protected Health Information;

3.1.3 To report to the designated privacy officer of Covered Entity, in writing, any use and/or disclosure of the Protected Health Information that is not permitted, required by this Agreement, or Required By Law, of which Business Associate becomes aware, including breaches of unsecured Protected Health Information as required at 45 CFR 164.410, and any security incident of which it becomes aware, within ten (10) days of Business Associate's discovery of such unauthorized use and/or disclosure;

3.1.4 To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of the Protected Health Information by Business Associate in violation of this Agreement;

3.1.5 To require all of its employees, representatives, subcontractors, and agents that create, receive, maintain, transmit or otherwise have access to the Protected Health Information under this Agreement to agree in writing to adhere to the same restrictions and conditions on the use and/or disclosure of the Protected Health Information that apply herein;

3.1.6 Upon written request, to make available during normal business hours at Business Associate's offices, within ten (10) calendar days of such request, all books, records, and agreements, including policies and procedures, relating to the use and disclosure of the Protected Health Information to Covered Entity for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of this Agreement;

3.1.7 Upon written request, to make available all books, records, and agreements, including policies and procedures, relating to the use and disclosure of the Protected Health Information to the Secretary in a time and manner designated by the Secretary for the purposes of determining compliance with HIPAA and the Privacy and Security Rules;

3.1.8 To document any disclosures of the Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of the Protected Health Information in accordance with 45 CFR §164.528; and

3.1.9 To provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with this Agreement to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of the Protected Health Information in accordance with 45 CFR §164.528.

3.2 Responsibilities of Business Associate. With regard to its use and/or disclosure of Electronic Protected Health Information (EPHI), the Business Associate hereby agrees to the following:

3.2.1 Implement each "Required" administrative, physical, and technical safeguard that reasonably and appropriately protects the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the security regulations 45 CFR 164.302 through 45 CFR 164.318 or as later amended;

3.2.2 Ensure that any agent, including a subcontractor, to whom Business Associate provides EPHI, agrees to implement reasonable and appropriate safeguards to protect such EPHI;

3.2.3 Report to Covered Entity in writing any EPHI that the Business Associate creates, receives, maintains or transmits on behalf of Covered Entity that is not permitted or required by the Agreement within 15 days of the Business Associate's discovery;

3.2.4 For each standard that is "Addressable," Business Associate must either implement the specification, or document why implementing the specification is not reasonable and implement an equivalent alternative measure.

SECTION 4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 **Permitted Uses and Disclosures by Business Associate.** With regard to the use and disclosure of Protected Health Information, Business Associate agrees to the following:

4.1.1 Business Associate may only use or disclose Protected Health Information as necessary to perform the services set forth in agreement with Covered Entity;

4.1.2 Business Associate may use or disclose Protected Health Information as required by law;

4.1.3 Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures;

4.1.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity; and

4.1.5 Business Associate may use or disclose Protected Health Information in order to provide data aggregation services relating to health care operations of Covered Entity.

SECTION 5. OBLIGATIONS OF COVERED ENTITY

5.1 **Obligations of Covered Entity.** With regard to the use and/or disclosure of the Protected Health Information by Business Associate, Covered Entity hereby agrees to the following:

5.1.1 To notify Business Associate of any changes in the form of notice of privacy practices that Covered Entity provides to Individuals pursuant to 45 C.F.R. §164.520 and to provide Business Associate with a copy of the notice currently in use;

5.1.2 To notify Business Associate of any changes, restrictions, or revocation of, permission by Individuals to use or disclose the Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of the Protected Health Information;

5.1.3 To notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information;

5.1.4 Not to request Business Associate to use or disclose the Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity; and

5.1.5 Upon receiving notification from Business Associate concerning a breach of unsecured Protected Health Information, Covered Entity shall proceed with providing all required regulatory and consumer notifications.

SECTION 6. TERM AND TERMINATION

6.1 **Term.** The term of this Agreement shall commence as of the Effective Date and shall continue until all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is unfeasible for Business Associate to return or destroy the Protected Health Information, protections are extended to such information by Business Associate, in accordance with the termination provisions of this Agreement.

6.2 **Termination by Covered Entity.** Upon a material breach by Business Associate of any of its obligations hereunder, it shall immediately provide notice thereof to Covered Entity, and Covered Entity shall:

6.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation within a time period which Covered Entity determines is reasonable under the circumstances, terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

6.2.2 Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and a cure by Business Associate of such breach is not possible; or

6.2.3 If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

6.3 Termination by Business Associate. If Business Associate determines that a material condition of performance has changed under this Agreement, or that Covered Entity has violated the terms of this Agreement, Business Associate may provide thirty (30) days prior written notice to Covered Entity of its intention to terminate this Agreement. Business Associate agrees to cooperate with Covered Entity to reach a mutually satisfactory solution to the matter prior to terminating this Agreement and this Agreement shall terminate only if such a solution is not reached.

6.4 Effect of Termination.

6.4.1 Except as provided in Section 6.4.2, upon termination of this Agreement for any reason, Business Associate shall promptly return or destroy all the Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to the Protected Health Information that is in the possession or under the control of subcontractors or agents of Business Associate. Neither Business Associate, nor its subcontractors or agents, shall retain copies of the Protected Health Information; or

6.4.2 In the event that the return or destruction of the Protected Health Information is unfeasible, Business Associate shall promptly provide to Covered Entity notification of the conditions that, in its view, make return or destruction unfeasible. Subject to Covered Entity's agreement therewith, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction unfeasible, for so long as Business Associate, its subcontractors or agents, maintain such Protected Health Information. All obligations of Business Associate under Section 3 shall continue as long as such Protected Health Information is maintained by Business Associate and its subcontractors or agents.

6.4.3 Business Associate's obligations under this Section 6.4 shall survive the termination of this Agreement indefinitely.

6.4.4 Should this Agreement be terminated for cause by Covered Entity, such termination shall be considered a material default by Business Associate under any underlying agreement between it and Covered Entity and shall entitle Covered Entity to terminate that agreement.

SECTION 7. MISCELLANEOUS

7.1 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties hereto any rights, remedies, obligations, or liabilities whatsoever.

7.2 Amendment. This Agreement may not be modified or amended, except in writing signed by each Party. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA and the Privacy and Security Rules.

7.3 Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement.

7.4 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any employees, subcontractors, or agents assisting Business Associate in the performance of its obligations under this Agreement and those agreements and arrangements described in Section 2, available to Covered Entity, at no cost to Covered Entity, to testify, be deposed, or otherwise assist Covered Entity and its counsel in the event of litigation or administrative proceedings commenced against Covered Entity, its officers, directors, and employees, based upon a claimed violation of HIPAA, the Privacy and Security Rules, or other laws relating to security and/or privacy, except where Business Associate or its employee, subcontractor, or agent is named as an adverse party in the proceeding. The provisions of this Section shall survive the termination of this Agreement indefinitely.

7.5 Indemnification. Business Associate agrees to indemnify Covered Entity, its assignees and licensees, and hold each of them harmless from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses, including legal fees, arising out of or by reason of any breach or alleged breach by Business Associate,

its employees, subcontractors, or agents, of any of its obligations under this Agreement.

7.6 Notices. All notices required under this Agreement shall be deemed to have been properly served if delivered in writing personally, by recognized overnight delivery services (such as Federal Express), by facsimile (confirmed by telephone), or by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Covered Entity:

National Guardian Life Insurance Company
Two East Gilman Street
P.O. Box 1191
Madison, Wisconsin 53701-1191
Attention: President
Telephone: 608.257.5611
Fax: 608.257.4282

If to Business Associate:

Telephone: _____
Fax: _____

or such other place or places as either Party, by notice given in accordance with this Section, may designate in writing from time to time. All notices shall be effective upon receipt by the Party to be notified.

7.7 Governing Law. This Agreement shall be governed under the laws of the State of Wisconsin.

7.8 Recitals. The RECITALS set forth hereinabove are incorporated herein in their entirety.

7.9 Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument. For purposes hereof, facsimile copies hereof and facsimile signatures hereof shall be authorized and deemed effective.

7.10 Entire Agreement. This Agreement sets forth the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior discussions and agreements, written or oral, with respect thereto.

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

“COVERED ENTITY”

NATIONAL GUARDIAN LIFE
INSURANCE COMPANY

By: _____
Patrick M. Juarez
Vice President, Director of Specialty Insurance Markets

“BUSINESS ASSOCIATE”

By: _____
Name:
Title:



General Authorization and Release

National Guardian Life Insurance Company (NGL) • PO Box 1191 • Madison, WI 53701-1191
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

I hereby authorize National Guardian Life Insurance Company (NGL) to contact any past employer, business associate, business partner, military service, court, law enforcement agency, insurance company, financial institution, or any other person or entity to obtain information about my background, employment, schooling, business activities and experience, character, criminal record, or financial status.

I hereby authorize any of the above persons, institutions, or entities to provide the above information to NGL and waive and release any claims I may have related to the providing of such information. I also authorize them to rely on a photocopy or facsimile copy of this authorization.

I also acknowledge that NGL may participate in programs which provide background and financial information on insurance agencies, agents or producers, including debit balances. I authorize NGL to obtain information about me personally and/or my entity (if applicable) from these programs and to share any information obtained from other sources with these programs. I also waive and release any claims I may have related to the sharing of such information by NGL or the programs in which NGL participates.

This authorization is continuing and remains in effect until revoked by me in writing delivered to an officer of NGL.

Signature: _____ Date: _____



Fair Credit Reporting Act Consumer Disclosure

National Guardian Life Insurance Company (NGL) • PO Box 1191 • Madison, WI 53701-1191
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

Obtaining a “Consumer Report” NGL¹, when making a decision to offer you a producer Agreement or to continue an Agreement, may obtain and use a “consumer report” from a “consumer reporting agency.” These terms are defined in the Fair Credit Reporting Act as amended, 15, U.S.C. § 1681 et seq. (“FCRA”).

A “consumer reporting agency” is defined in the FCRA as a person or business that for monetary fees, dues, or in a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to others.

A “consumer report” is defined by the FCRA as including any written, oral or other communication of any information by a “consumer reporting agency” bearing on a consumer’s credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in employment-related decisions affecting a consumer.

As an Agent / Agency with an interest in a relationship as a producer with NGL, you are a “consumer” with rights under the FCRA. If NGL obtains a “consumer report” about you and if NGL considers any information in the consumer report when making a decision that adversely affects you, you will be provided with a copy of the “consumer report” before the decision becomes final. You may also contact the Federal Trade Commission about your rights under the FCRA.

Signature of Authorize Representative / Agent: _____

Date: _____

¹ For purposes of this Authorization and Release, NGL includes National Guardian Life Insurance Company, its related companies and their agents.

National Guardian Life Insurance Company c/o

Company Name: _____

Address: _____

City/ST/Zip: _____

Phone: _____

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 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 generally 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 instructions for line 1 and 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:

- 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
- 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. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.