



PSM Contracting Checklist:

- ✓ Complete Contract Signature Pages
- ✓ Copy of Voided Check for Direct Deposit
- ✓ Copy of Insurance License (s)

Contract Submission:

By Fax: (512) 233-0761

By Email: licensing@psmbrokerage.com

By Mail: Precision Senior Marketing

PO Box 203008

Austin, TX 78720-3008

Questions? Call (800) 998-7715



Contracting & Appointment



SECURITYLIFE

INSURANCE COMPANY OF AMERICA

Producer Agreement

This agreement is made on this day by and among Security Life Insurance Company of America and its sister company, Security Health Insurance Company of America, New York, Inc. (hereinafter individually and collectively referred to as “Company”), whose principal office is located at 10901 Red Circle Drive, Minnetonka, Minnesota, and the applicant (hereinafter referred to as the “Agent”). Where the Applicant seeks appointment of an agency and an individual agent, all references herein to “Agent” refer to the individual agent and the agency.

Appointment Application & Producer Agreement				
General Information				
Last Name		First Name		Middle Initial
Mailing Address			Date of Birth (MM/DD/YYYY)	
City		State	Zip	Social Security Number
Home Phone Number	Cell Phone Number	Email Address		Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
General Agency/Agent			Email Address	
Legal Name of Agency			Business Phone Number	
Agency Business Address			Federal Tax ID	
Business City		Business State	Business Zip	Are You a US Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No
1 Provide the state(s) in which you wish to be appointed in:				
2 If you are assigning your commission to an agency, please fill in the below :				
Name of Assignee		Assignee TIN #	Do you carry Errors & Omissions Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City	State	Zip
3	Have you ever had an application for an insurance license declined by an insurance department?			<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Have you ever had an insurance license suspended or revoked by an insurance department, or had a complaint issued against you by any insurance department?			<input type="checkbox"/> Yes <input type="checkbox"/> No
5	Is any charge by any state currently pending against you, the agency, or any member of the agency?			<input type="checkbox"/> Yes <input type="checkbox"/> No
6	Have you ever been charged with or convicted of a felony or of any crime involving moral turpitude?			<input type="checkbox"/> Yes <input type="checkbox"/> No
7	Are there any outstanding judgments or liens (including state or federal tax) against you?			<input type="checkbox"/> Yes <input type="checkbox"/> No
8	Has your appointment ever been terminated by an insurance company for reasons other than lack of production?			<input type="checkbox"/> Yes <input type="checkbox"/> No
9	Does any insurer, insured, or other person claim any indebtedness of you as a result of any insurance transaction or business?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes” was selected for question 6-12, please provide an explanation:				

Recitals

1. Company is engaged in marketing and administration of insurance policies and plans.
2. Agent desires to represent the Company in its business of providing insurance policies and plans.

IN CONSIDERATION of the mutual premises and upon the terms and conditions set forth herein, the parties do hereby agree:

Section 1: Relationship with General Agency/Agent

I am seeking appointment with the Company as a Subagent of _____ (“General Agency”). I understand that the contract between the Company and General Agency makes General Agency responsible for managing and controlling its producers (including me), and I agree to comply with policies and procedures promulgated by the Company and General Agency hereunder.

Section 2: Duties

- A. Agent agrees to use his/her best efforts to solicit and service insurance policies and plans underwritten by the Company.
- B. Agent is not authorized to incur any indebtedness or liability, or to make, alter, or discharge contracts, or to waive forfeitures, extend time of payments due, waive payment in cash, or make refunds or rebates, or to establish additional rates on behalf of the Company.
- C. Agent is not authorized to accept or receive money due the Company except in accordance with the rules and regulations of the Company. Cash collected by the Agent from customers in accordance with such rules and regulations for insurance policies and plans underwritten by the Company shall be immediately remitted to the Company. All checks received in accordance with such rules and made payable to the Company shall be immediately remitted to the Company; any check made payable to the Agent shall be endorsed to the Company and immediately remitted to the Company. All other instruments shall be immediately remitted to the Company.
- D. Agent agrees not to otherwise interfere with the other business activities of the Company or its other representatives.
- E. All sales hereunder are subject to approval by the Company at its office. Therefore, all applications and other instruments for insurance coverage’s hereunder shall be immediately forwarded to the Company.
- F. Agent shall maintain all licensing, continuing education, and other agent compliance requirements of the insurance laws and regulations of each jurisdiction in which he/she solicits sells and services insurance policies and plans for the Company.
- G. Agent shall not attempt or effectuate a bulk transfer of policies and plans sold hereunder to another insurance carrier (whether by “rolling” or “rewriting” such business or otherwise).
- H. Agent shall enter into a Business Associate Agreement with the Company in the form attached hereto as Exhibit A. Agent shall comply with the requirements set forth in Exhibit A pertaining to the use and disclosure of Protected Health Information, as defined by the Standards for the Privacy of Individually Identifiable Health Information promulgated by the Department of Health and Human Services, located at 45 C.F.R.160.103. Agent acknowledges that Exhibit A shall be deemed amended or modified, as necessary, to comply with the requirements imposed by state or federal law governing the privacy and security of Protected Health Information.
- I. Agent shall comply with all policies and procedures applicable to Agent posted on the Company’s website.

Section 3: Territory

This Agreement does not assign a sales territory to the Agent. Agent represents and warrants that he/she will solicit, sell and service insurance policies and plans for the Company pursuant to this Agreement only in states where the Agent has secured appropriate licensure and has the legal right to solicit, sell and service such insurance.

Section 4: Compensation

Agent acknowledges and agrees he/she does not have any contractual or legal right to receive commissions or other compensation directly from the Company, and that General Agency is solely responsible for payment of Agent commissions and compensation. In the event that the Company, at the request of General Agency, agrees to pay commissions or other compensation directly to the Agent, such commissions or other compensation will be paid in accordance with the then current

Schedule of Commissions and the General Agency Hierarchy Schedule, as provided to the Company by GA. Agent acknowledges that: (i) these documents are subject to amendment from time to time without the Agent's consent; (ii) that General Agency, and not the Company, will be responsible for providing the Agent with the amended Schedule of Commissions and/or General Agency Hierarchy Schedule; and (iii) that the Company shall be entitled to rely on commission and compensation information provided by GA to the Company.

Section 5: Confidentiality and Return of Materials

Agent agrees to maintain the confidentiality of any and all of the Company's confidential, proprietary or trade secret information disclosed to the Agent (whether by the Company or General Agency) hereunder using the same degree of care the Agent uses to maintain the confidentiality of its own confidential, proprietary or trade secret information. On termination of this contract by either party, all confidential, proprietary or trade secret information, including but not limited to all sales manuals, brochures, applications, forms, premium information, customer account lists, invoices and other sales materials and any copies thereof shall be promptly returned to the Company by the Agent.

Section 6: Indebtedness

Any indebtedness of the Agent to the Company shall be a first lien against any commissions due the Agent, his/her representatives, or assigns under this Agreement and such commissions shall be applied first to liquidate such indebtedness.

Section 7: Arbitration

Should a dispute or claim arise or remain unresolved between the Company and Agent under this Agreement, both parties agree to arbitrate according to the rules of the American Arbitration Association. The prevailing party in any arbitration shall be entitled to reasonable attorney's fees, if any, and other expenses incurred in connection with such arbitration. This Section Seven shall survive termination of this Agreement.

Section 8: Termination

This Agreement may be terminated by either party on not less than thirty (30) days written notice. If termination is by the Company, it is agreed that such termination may be with or without cause. Additionally, the Company may terminate this Agreement if Agent violates a material term of any agreement incorporated into this Agreement, including but not limited to, Exhibit A. Where an incorporated agreement contains terms related to timing and notice of termination, such terms will control over the terms of this Section Eight.

Section 9: Modifications

This Agreement does not preclude the Company from amending or rescinding any insurance contract written pursuant to this Agreement. Unless otherwise stated herein, the terms of this Agreement shall not be altered, amended or modified except in writing signed by the Agent and a duly authorized representative/officer of the Company; provided, however, that this Agreement shall be deemed amended or modified, as necessary, to comply with the requirements imposed by state or federal law governing insurance producers.

Section 10: Governing Law

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Minnesota.

Section 11: Advertising

Agent shall have the authority to prepare and publish advertisements relating to insurance policies and plans underwritten by the Company in any media whatsoever, which advertisements may be directed at prospective applicants, current insured's or otherwise, provided however that the Agent shall, and shall contractually require its employees to, submit all such advertisements, including, without limitation, brochures, circulars, sales tracts, websites, radio and TV scripts, presentations and any other item, regardless of the medium or dissemination method, to the Company thirty (30) days in advance of the proposed publication for the Company's prior written approval, which approval shall not be unreasonably withheld. If the Agent makes advertisements on behalf of the Company, the Agent shall, and shall contractually require its employees to, fairly and truthfully advertise the Company's products, and shall not, and shall contractually forbid its employees from,

advertising or communicating information to applicants, policyholders, insured's or any other person in a manner which is deceptive, misleading, unlawful, untruthful or constitutes a misrepresentation of fact or an omission of a material fact, or is not otherwise in compliance with advertising requirements of applicable governmental authorities.

Section 12: Ownership and Usage of Trademarks

The Company grants to the Agent, for Agent's non-exclusive use during the term of this Agreement, a non-exclusive and non-transferable license to use such trademarks, service marks, and proprietary words and symbols which the Company has adopted or may adopt from time to time (collectively "Company Trademarks"), for the limited purpose of advertising and promotion of policies and plans marketed hereunder, subject to the limitations of Section Eleven above. Agent shall not adopt any deceptively similar mark. Agent further agrees that it will not license, assign, transfer, or enter into any agreements with any third parties that purport to authorize or consent to such third party's use of the Company Trademarks, or any other deceptively similar trademark.

Agent agrees for itself and any successors, assigns, affiliates (any person or entity controlled by, controlling or under common control with such party) or its other legal representatives, not to challenge, contest or dispute the ownership of any of the Company Trademarks and registrations or any future registrations for any other Company Trademarks that are consistent with the provisions of this Agreement.

In the event the Agent utilizes the Company Trademarks as authorized by this Agreement, the Agent shall identify all product features in such advertising which are not Policies as non-policies that are not those of the Company.

Section 13: Indemnification

Agent agrees to indemnify and hold harmless the Company from all losses, expenses, costs or damages, including reasonable attorneys' fees and expenses, resulting from any acts or omissions by the Agent which violate the terms of this Agreement or applicable laws, rules or regulations. In the event that the Company shall assert any rights under this Section, the Company shall have the right to withhold all compensation then due or to become due to the Agent and to apply the same against the hold harmless obligations of the Agent to the extent determined by the Company. The Company agrees to indemnify and hold harmless the Agent from all losses, expenses, costs or damages, including reasonably attorneys' fees and expenses, resulting from any acts or omissions of the Company or its employees which violate the terms of this Agreement or applicable laws, rules or regulations.

Section 14: Survival of Provisions

In the event of termination of this Agreement, the obligations set forth in Paragraphs 2.B, 2.C, 2.E, 5, 6, 7, 11, 12, 13, 15.A, and 15.C, of this Agreement, and Section 6 of Exhibit A shall continue in full force and effect, and Agent shall utilize its best efforts, including, without limitation, and, if necessary, the commencement of litigation to continuously maintain in full force and effect all Policies and renewals thereof issued by the Company as contemplated herein prior to the effective date of termination.

Section 15: General Provisions

- A. **Records and Accounting**
Agent shall maintain in good order the records and account of business transacted on behalf of the Company for inspection by, or delivery to the Company upon request.
- B. **Waiver**
The failure of the Company to declare any default under this Agreement when a default becomes known to the Company shall not operate as a waiver of such conditions, nor release the Agent from Agent's obligations to perform strictly in accordance with the terms of this Agreement.
- C. **Legal Proceedings or Insurance Department/Consumer Complaints**
Agent shall promptly transmit to the Company within twenty-four (24) hours of receipt any documents served upon the Agent in connection with any legal proceedings by or against the Company, or any insurance department or other

- D. consumer complaint received by the Agent. Agent shall cooperate with the Company to provide any documents or other information required to respond to any insurance department or consumer complaint.
- E. Errors and Omissions Coverage
Agent agrees to obtain Errors and Omissions coverage in accordance with the rules of the Company now in force and as may hereafter be adopted, and proof of such coverage must be provided to the Company upon request. Agent will immediately notify the Company if such coverage is terminated for any reason.
- F. Miscellaneous
To the extent this Agreement may be in conflict with a law or regulation, the Agreement will be construed consistent with that law or regulation. The invalidity or illegality of a provision of this Agreement will not affect the validity or legality of the remainder of the Agreement unless elimination of the invalid or illegal provisions would cause the Agreement to fail an essential purpose. Titles and headings used in this Agreement are for reference purposes only and are not a part of this Agreement.
- G. No Assignment by Agent:
This Agreement, and the performance of any duty or obligation hereunder, may not be assigned or delegated by the Agent without the prior written consent of the Company.
- H. Agent as Independent Contractor:
Agent shall at all times be deemed an independent contractor with respect to the services provided hereunder, and in no event shall this Agreement be construed to create a joint venture, partnership or an employer/employee relationship between the parties hereto.

Section 16: Agent Representations

I certify, under penalty of perjury, that all answers and responses to questions or inquiries contained in this application are true, correct, and complete answers and responses. I further certify that I have read and am familiar with the sections of the insurance code in the state(s) which I am seeking appointment and that I am withholding no information which would affect my qualification for this appointment with the Company.

I authorize the Company and its agents and/or assigns to obtain information and I authorize any insurance carrier or agency with which I am or have been affiliated to release information concerning my character, general reputation, personal characteristics, credit history, mode of living and other applicable data, as part of my appointment and contracting process. A copy of this authorization is as valid as the original. As evidence of my desire to obtain appointment with the Company, I empower it and/or its agents to retrieve information from all personnel, educational institutions, government agencies, companies, corporations, credit reporting agencies, and law enforcement agencies at the federal, state, or county level, relating to my past activities, to supply any and all information concerning my background, and release the same from any liability resulting in providing such information. The information received may include, but is not limited to, residential, achievement, job performance, litigation, personal history, credit reports, driving history, disciplinary and conviction records. I understand and acknowledge that this is an application only, and that I will not have a contractual relationship with the Company unless and until the Company processes this application and approves my appointment with the Company.

By my signature below, I hereby release any individual or institution, including its officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may at the time result to me, because of compliance with this authorization and request to release information or any attempt to comply with it. A copy of this authorization is as valid as the original.

IN WITNESS WHEREOF, the Agent has executed this Agreement as of the date indicated below:

Agent Signature _____ Date _____

Print Name of Agent _____

EXHIBIT A
BUSINESS ASSOCIATE AGREEMENT FOR USES
AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

WHEREAS, this Exhibit A shall be applicable to Protected Health Information (i) received by the Agent from the Company or (ii) created or received by the Agent on behalf of the Company. Such Protected Health Information may be used or disclosed only in accordance with this Agreement and the Health Insurance Portability and Accountability Act (“HIPAA”); and

WHEREAS, the Company may make available and/or transfer to the Agent certain information, in conjunction with goods or services that are being provided by the Agent to the Company, that is confidential and must be afforded special treatment and protection; and

WHEREAS, it is specifically understood by the parties hereto that the provisions of this Exhibit A may be modified prospectively from time to time.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is agreed as follows:

1. DEFINITIONS:

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

- a. **Protected Health Information (PHI)** shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual;
- b. **HIPAA Rules** shall mean the Privacy Rule, and the Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, and any successor statutes or amendments thereto.
- c. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E;
- d. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated;
- e. **Use** shall mean, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information; and
- f. **Disclose (or Disclosure)** shall mean the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.

2. AGENT OBLIGATIONS AND LIMITS ON USE AND DISCLOSURE:

- a. Agent agrees that all **PHI** in any form, including paper record, oral communication, audio recording, and electronic display **disclosed** to the Agent, or created, received, maintained, or transmitted by the Agent on the Company’s behalf shall be subject to this Agreement.
- b. Agent agrees that it shall be prohibited from **using or disclosing PHI** for any purpose other than as expressly permitted or required by this Agreement or as required by law.

- c. Agent agrees to make **use and disclosure and requests for PHI** consistent with the Company's policies and procedures.
- d. Agent agrees to implement appropriate safeguards and comply with Subpart C of 45 **CFR** Part 164 to prevent **use and disclosure of PHI** other than as provided for by this Agreement, and to implement procedures for mitigating, to the maximum extent practicable, any deleterious effect from such **use and disclosure of PHI**.
- e. Agent agrees to report to the Company any **use and disclosure of PHI** not provided for by this Agreement, including breaches of unsecured PHI as required at 45 **CFR** 164.410, and any security incident of which it becomes aware. Agent will provide notification to the Company immediately upon discovery of the **use, disclosure** or breach, and in no event later than five (5) calendar days after discovery.
- f. In accordance with 45 **CFR** 164.502(e)(1)(ii) and 164.308(b)(2), Agent agrees to ensure that any agent or subcontractor to whom it provides **PHI** received from, or created, received, maintained, or transmitted by the Agent on behalf of the Company agrees to the same restrictions and conditions that apply to the Agent with respect to such information.
- g. To the extent Agent is to carry out one or more of the Company's obligation(s) under Subpart E of 45 **CFR** Part 164, comply with the requirements of Subpart E that apply to the Company in the performance of such obligations.
- h. Agent may not **use and disclose of PHI** in a manner that would violate the **privacy rule** if done by the Company.

3. PERMITTED USE AND DISCLOSURE:

Agent agrees to USE or DISCLOSE any PHI solely for the purpose of:

- a. Meeting obligations as set forth in any agreements between the Company and the Agent;
- b. For the proper management and administration of the Agent;
- c. As required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom the Company is required to DISCLOSE such information or as otherwise permitted under this Agreement, the existing Administrative Agreement (if consistent with this Agreement and the **privacy rule**); and

4. AVAILABILITY OF INFORMATION:

Agent agrees to make information available for the following reasons:

- a. For amendment of, and to incorporate any amendments to, PHI in accordance with Section 164.526 of the **privacy rule**;
- b. To the extent and in the manner required by Section 164.524 of the **privacy rule**;
- c. To provide the required information necessary for an accounting of **disclosures**, as required by Section 164.528 of the **privacy rule**;
- d. To the Secretary for the purpose of auditing Agent's records, books and practices related to **use and disclosure of PHI** received from, or created, received, maintained, or transmitted by the Agent on behalf of, the Company to ensure the Company's compliance with the **privacy rule**.
- e. Agent agrees to makes its internal practices, books and records relating to the **use and disclosure of PHI** received from, or created, received, maintained, or transmitted by the Agent on behalf of, the Company available to the Secretary for purposes of determining the Company's compliance with the **privacy rule**.

5. DURATION OF AGREEMENT:

This Exhibit A shall be effective as of the effective date of the Agent Commission Agreement to which this Exhibit A is attached. Termination of this Exhibit A will commence upon the earlier of the following events:

- a. Automatically, on the date of termination of the existing Agent Commission Agreement between the Company and Agent;
- b. Automatically, on the date of termination of the Agent's appointment with the Company; or
- c. If the Company determines the Agent has violated a material term of this Exhibit A, the Company may:
 - i. Immediately terminate this Exhibit A and the Agent Commission Agreement, or
 - ii. Alternatively, at the Company's sole discretion, provide Agent notice and an opportunity to cure the violation within a time period specified by the Company, and terminate this Exhibit A and the Agent Commission Agreement if the Agent does not cure within such time.

6. UPON TERMINATION:

Upon termination of this Exhibit A, if any, Agent agrees to return or destroy all **PHI** received from, or created, received,

7. or maintained by the Agent on behalf of the Company. If such return or destruction is not feasible, the Agent agrees to extend the protections of this Exhibit A to all **PHI** received from, or created, received, or maintained by the Agent, and to limit further **use and disclosure of said PHI** to those purposes that make the return or destruction of the information infeasible. If the Agent elects to destroy the **PHI**, it will present the Company with certification of the destruction. The Agent agrees that its duty to protect the privacy and security of PHI it received from, or created, received, or maintained on behalf of, the Company during the term of this Exhibit A and the accompanying Agent Commission Agreement, survives termination of this Exhibit A and the accompanying Agent Commission Agreement. Agent shall insure compliance with the requirements of this Section 6 by its agents and subcontractors, if any.
8. **ASSIGNABILITY OF AGREEMENT:**
Agent shall not assign or transfer its rights or obligations under this Exhibit A without prior written consent of the Company.
9. **AMENDMENT OF AGREEMENT:**
No changes in or additions to this Exhibit A shall be recognized unless and until made in writing and signed by an authorized officer or Agent of the Company and the Agent; provided however, that this Exhibit A shall be deemed amended or modified, as necessary, to comply with the requirements imposed by state or federal law governing the privacy and security of **PHI**.
10. **INDEMNIFICATION:**
Agent agrees to indemnify, defend and hold harmless the Company, its parent companies, subsidiaries, affiliates, Agents, officers, directors and employees from and against any and all liability or expense, including defense costs and legal fees, incurred in connection with claims for damages of any nature, including but not limited to bodily injury, death, personal injury, property damage or other damages arising from the negligent or willful performance or failure to perform its obligations under this Exhibit A.

IN WITNESS WHEREOF, the Agent has executed this Agreement as of the date indicated below:

Agent Signature _____ Date _____

Print Name of Agent _____



10901 Red Circle Drive
Minnetonka, Minnesota 55343
800.328.4667

ACH Authorization

In the event that the Company agrees to pay your commissions directly, you may be eligible to receive commissions by direct deposit. In order to preserve eligibility for this benefit, you must complete the following information and return with a voided checking or savings account slip.

ACH Authorization		
Agent Name		
Account Information		
Payee (name as it appears on account)	Account Type <input type="checkbox"/> Checking (attach voided check) <input type="checkbox"/> Savings	
Financial Institution	City	State
Routing Number	Account Number	
I hereby authorize the Company (or its designee) and the financial institution listed above to initiate electronic credit entries, and if necessary, debit entries and adjustments for any credit entries made in error to my designated account above. This authority will remain in effect until I have cancelled it in writing.		
Signature	Date	

Please allow at least two weeks for the ACH deposit to take effect.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

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 Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must 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 the "Name" line. 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 the "Business name/disregarded entity name" line. 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.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 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 possession of the United States, 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 possession of the United States
- 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, 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—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 possession of the United States, 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 Reg. 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 Reg. 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

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 page 2), 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 Social Security Administration 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 the "Name" line 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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	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 Regulation 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 Regulation 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 1.

*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, social security number (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 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.

Advance Commission Agreement

This Advance Commission Agreement is an addendum to the Producer Agreement by and among Security Life Insurance Company of America and its sister company, Security Health Insurance Company of America, New York, Inc. (hereinafter individually and collectively referred to as the "Company"), and the writing Producer (hereinafter referred to as the "Producer", "you" or "your") named below.

It is understood and agreed as follows:

1. This addendum will not apply towards any business written prior to the effective date or to any pending business currently in the Company's Home Office.
2. As used in this addendum, "Producer" is defined as either:
 - a. a writing Agent who receives direct commission payment from the Company, OR
 - b. an Agency that receives direct payment from the Company pursuant to an assignment of commissions from a writing Agent to the Agency
3. Producer agrees to utilize direct deposit/ACH as sole method of payment of Producer commissions.
4. While this Agreement remains in effect, the Company will advance to you annualized first year base commissions on policy forms that are deemed in the Company's sole discretion to be advanceable.
5. The Company will advance [50% of your annualized first year base heaped commissions] [100% of your annualized first year base level commissions] for any PrimeStar sales issued on or after the effective date of this addendum. This percentage may be changed no more often than every six months.
6. One hundred percent (100%) of the earned commission on each of the policy's premiums will be applied to offset this debt, until it is paid in full. Thereafter, commissions will be payable as earned under and subject to the terms of your Producer Agreement.
7. An advance will be made when the policy is issued and the initial premium is received by the Company. In the event of any rescission, lapsed, cancelled or surrendered policy, or death of the insured, any unearned portion of the advance will be deducted from the next advance(s) and any earned first year or renewal commission. For any subsequent reinstatement, commission will be paid as earned. If there is any debt remaining at month-end because of the rescission, lapsed, cancelled, or surrendered policy, or insured's death, the Company may, at its discretion, require you to remit payment in full to clear such debt.
8. The outstanding balance of advances made to you shall be a debt that you owe to the Company, and the Company shall have a first lien against all monies that any division of the Company may owe you from time to time to secure that debt, including any interest payable as provided below.
9. In addition to any debt under this Agreement, including interest, you agree to pay the Company all costs and reasonable fees (including attorney's fees) and costs of collection that the Company incurs to effect payment of your debt, which will become part of that debt.
10. This Agreement may be terminated at any time with or without cause, by either party, by giving notice to the other in writing at the last known address. This Agreement will terminate automatically upon and at the same time as termination of your Producer Agreement.
11. If you are a partnership or corporation, each individual signing below on your behalf shall be jointly and severally liable for any debt hereunder and shall be subject to the lien provided above and enforcement of it on the same basis and to the same extent as you.
12. This is the entire agreement between you and the Company as to advances of annualized first year base and non-base commissions, and it amends your Producer Agreement only as and to the extent

stated. The Company may, at its sole discretion, modify the terms of this Agreement at any time. Any change in this Agreement may be made only in writing signed by the Company.

13. This Agreement is signed for the Company at its Home Office in Minnetonka, MN and shall be subject to and construed under the laws of the State of Minnesota. All actions with respect hereto shall be brought in a court of competent jurisdiction in the State of Minnesota.

14. The provisions of paragraphs 8, 9, and 11 will survive the termination of this Agreement.

15. This Agreement shall be effective for policy applications received at our Home Office beginning no later than:

a. The first (1st) day of the month after this Agreement is fully executed by both the Producer and the General Agent, if this Agreement is received at our Home Office between the 1st day and 15th day of the preceding month, OR

b. The fifteenth (15th) day of the month after this Agreement is fully executed by both the Producer and the General Agent, if this Agreement is received at our Home Office between the 16th day and the last day of the preceding month.

Producer Name

Tax ID or Social Security Number
(Must match IRS W9 form currently receiving commissions)

Authorized Signature

Printed Name of Signer

Date

GENERAL AGENT(S) AS GUARANTOR(S)

Each General Agent accepts responsibility as a Guarantor, and agrees to be jointly and severally liable for any debts of the Producer signing the above Agreement. Each General Agent agrees that such a debt will be a first lien against any money owed by any division of the Company to General Agent.

General Agent Signature

General Agent Printed Name

Date