



Stephens-Matthews
Marketing, Inc.

PIVOT Contract

Please complete all pages of the contract and send with a copy of each state license you choose to appoint in.

“Wet” Signatures Required. No electronic signatures will be accepted

**TO KEEP YOUR APPOINTMENT ACTIVE, YOU MUST WRITE
WITHIN SIX MONTHS OF RECEIVING YOUR AGENT NUMBER,
OTHERWISE ALL NEW CONTRACTING WILL BE REQUIRED**

E-mail the completed contract to pharmon@pip1.com



Assignment of Commission Form

SECTION 1 – AGENT UPLINE

Agent Name _____ Encrypted TIN # _____

Upline Agent 1 Premier Insurance Partners / Gerald Hraban Producer # _____

Upline Agent 2 _____ Producer # _____

Managing General Agent Stephens Matthews Marketing Producer # 9348

SECTION 2 – ASSIGNMENT OF COMMISSION – *I direct my compensation to be paid as follows:*

Agent/Agency Name: Stephens Matthews Marketing SSN/TIN # 31-1603665

Address: PO Box 1208

City: Beverly State: OH Zip: 45715

Producer Signature: _____ Date: _____

If you have any questions regarding the agent contracting forms, please contact
Pivot Health at 866-566-2707 or email: phcontracting@pivotohealth.com

In the event of any conflict between the applicable Producer Agreement and this Hierarchy Form, the Producer Agreement shall control.
Nothing contained herein shall be deemed to limit the rights of Company under the Producer Agreement

I AM HERBY REQUESTING TO BECOME APPOINTED AND CONTRACTED WITH COMPANION LIFE INSURANCE COMPANY.

Please note: a photocopy of the current licenses for all states to be appointed with must be attached with submitted.

1. Agent Information <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs.	
Last Name:	First Name:
Social Security No:	Nickname:
National Producer Number:	Date of Birth:
Resident Address <i>(must be actual street address, no P.O. Box)</i>	
(Street)	(City) (State) (ZIP code)
Business Address <i>(must be actual street address, no P.O. Box)</i>	
(Street)	(City) (State) (ZIP code)
Business Phone:	FAX:
E-mail Address:	
Which address is to be used for mailing purposes: <input type="checkbox"/> Home Address <input type="checkbox"/> Business Address:	
2. Commissions <i>(please select one and attach a copy of Agency License)</i>	
<input type="checkbox"/> Commissions shall be paid and sent to the agent name above.	
<input checked="" type="checkbox"/> Commissions shall be irrevocably assigned to the following agency. I understand that this assignment may only be terminated by written agreement of the agency to whom I assign these commissions.	
Agency Name: Stephens Matthews Marketing	Agency Tax ID No: 31-1603665
3. Background Questions <i>(please provide written explanation to all questions answered "Yes")</i>	
1. Have you been appointed or contracted with Companion Life in the past?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you ever been convicted of, or are currently under, indictment for any criminal felony or misdemeanor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you ever been cited, fined, placed on probation, had your licensed suspended or revoked, or paid administrative penalties, entered into a consent order, been issued a restrictive license or otherwise been disciplined or reprimanded or are you currently under investigation by any insurance department or other regulatory authority?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Agreement	
By my signature below, I hereby certify that I have reviewed all the information contained in this application and that the information is true, complete and correct to the best of my knowledge and belief. I understand that Companion Life or its affiliates or assignees may conduct information searches to verify the information contained in this application. If any information is found to be incorrect or incomplete, Companion Life has the right to reject the application or terminate any state appointment at its sole discretion. Companion Life retains sole authority to terminate any appointment subject to applicable laws and regulations.	
I further agree to comply with all insurance laws, regulations and insurance department bulletins in all jurisdictions to which I am appointed. I also agree not to use, distribute, or publish any advertisements (as defined by the laws of the jurisdiction(s) for which I am to be appointed), solicit materials or proposals unless such advertisements, materials or proposals are on file and has been approved in writing by Companion Life. In addition, I further agree to assist and cooperate with Companion Life or any of its affiliates or assignees regarding any and all insurance department inquiries, complaints or investigation and I understand that my failure to cooperate could lead to termination of my appointment.	
Date	Agent Signature
Date Approved	Companion Life Insurance Company

FAIR CREDIT REPORTING ACT DISCLOSURE

As part of the appointment process and from time to time thereafter, Companion Life Insurance may obtain an investigative consumer report. The report may deal with character, reputation, personal traits, education, employment, credit reports, professional credentials, driving or criminal records. It may also involve personal interviews with friends, neighbors and associates. I understand I have the right to make, within a reasonable amount of time, a written request for details on the name and address of the agency making the report. I further understand that depending on the state law, subjects of an investigative consumer report may have the right to: 1) request that they be interviewed in connection with the making of the report; and 2) receive a copy of the report, upon request.

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



AGREEMENT WITH BUSINESS ASSOCIATE

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

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

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

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

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

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

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

C. Individual Rights.

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

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

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

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

D. Breach of Privacy & Security Obligations.

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

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

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

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

E. General Provisions.

1. Termination of Agreement.

- a) **Right to Terminate for Breach.**
 - (i) Company may terminate Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this Agreement. Company may exercise this right to terminate Agreement by providing Business Associate written notice of termination, stating the breach of the Agreement that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in Company's notice of termination. If for any reason Company determines that Business Associate has breached the terms of this Agreement and such breach has not been cured, but Company determines that termination of the Agreement is not feasible, Company may report such breach to the U.S. Department of Health and Human Services.
 - (ii) Business Associate may terminate Agreement if it determines, after reasonable consulting with Company, that Company has breached any material provision of this Agreement and upon written notice to Company of the breach, Company fails to cure the breach within thirty (30) days after receipt of the notice. Business Associate may exercise this right to terminate Agreement by providing Company written notice of termination, stating the failure to cure the breach of this Agreement that provides the basis for the termination. Any such termination will be effective upon such reasonable date as the parties mutually agree. If Business Associate reasonably determined that Company has breached a material provision of this Agreement and such breach has not been cured, but Business Associate and Company mutually determine that termination of the Agreement is not feasible, Business Associate may report such breach to the U.S. Department of Health and Human Services.
- b) **Obligations upon Termination.**
 - (i) **Return or Destruction.** Upon termination, cancellation, expiration or other conclusion of Agreement, Business Associate will, if feasible, return to Company or destroy all PHI and electronic PHI in whatever form or medium (including any electronic medium) and all copies of any data or compilations derived from and allowing identification of any individual who is a subject of PHI and electronic PHI. Company will determine, in its sole discretion, whether Business Associate will destroy or return such PHI and electronic PHI. Business Associate will complete such return or destruction as promptly as possible, but not later than ten (10) business days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. All costs related to the Business Associate's return or destruction of PHI and electronic PHI will be paid by the Business Associate. Business Associate will identify any PHI and electronic PHI that cannot feasibly be returned to Company or destroyed. Business Associate will limit its further use or disclosure of that PHI and electronic PHI to those purposes that make return or destruction of that PHI and electronic PHI infeasible. Within ten (10) business days after the effective date of the

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

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

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

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

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

Print Agency/Agent Name

Companion Life Insurance Company



By: _____

Printed Name: _____

Printed Name: John Wilbur

Title: _____

Title: President

Date: _____

Date: _____



Renaissance®

DENTAL · VISION · LIFE · DISABILITY

P.O. Box 1596, Indianapolis, IN 46206

PLEASE INCLUDE THE FOLLOWING COMPLETED FORMS:

- Producer Appointment Application ☐
Direct Deposit Authorization and Voided Check ☐
Copy of Insurance License(s) ☐
IRS Form W-9 ☐

PRODUCER APPOINTMENT APPLICATION

SECTION I | Producer Information—please print clearly

Gender: ☐ Male ☐ Female

Full Name: _____ Social Security Number: _____
First M.I. Last

Home Address: _____ Suite/Apartment: _____

City: _____ State: _____ ZIP Code: _____

Telephone Number: _____ Fax Number: _____ Birth Date: _____
MM / DD / YYYY

Business Address: _____ Suite/Apartment: _____

City: _____ County: _____ State: _____ ZIP Code: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SECTION II | Appointment and Commission Payment—please indicate the appointment being requested and attach a copy of current insurance license (attach additional pages if necessary)

State	Resident	Non-Resident	License Number	License Type
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		

Please indicate your assignment of commissions and submit a Form w-9 request for Taxpayer Identification Number and Certification.

Commission Payable to: ☐ Agent ☒ Agency (if yes, please complete the below information)

Agency Name: **Stephens Matthews Marketing** Federal ID: **31-1603665**

Mailing Address: **PO Box 1208** Suite/Apartment: _____

City: **Beverly** County: **Morgan** State: **OH** ZIP Code: **45715**

Status: ☐ Corporate Officer ☐ Partner ☒ Representative/Agent

SECTION III | Background Information—If you answer “yes” to any question below, please attach complete details on a separate sheet of paper.

1. Have you pled guilty or nolo contendere to or been found guilty of a felony or a crime involving moral turpitude since becoming licensed for health insurance? ☐ No ☐ Yes
2. Have you, or has any corporation, partnership, association, or firm in which you were a director, officer, shareholder or partner, ever been the subject of any administrative, or legal action filed by a state insurance department; or any action filed on behalf of any state, or by the federal government based on alleged violation of state or federal insurance laws? ☐ No ☐ Yes
3. Has your insurance license ever been suspended, revoked, or terminated, or have you ever been the subject of any administrative or legal action filed by a state insurance department? ☐ No ☐ Yes
4. Do you maintain errors and omissions and general liability insurance coverage? ☐ No ☐ Yes
5. Are there any outstanding or pending judgments or liens (including state or federal tax liens) against you? ☐ No ☐ Yes
6. Have you ever been discharged or permitted to resign from your employment because you were accused of:
 - (a) violating investment-related or insurance-related statutes, regulations, rules, or industry standards of conduct? ☐ No ☐ Yes
 - (b) fraud or the wrongful taking of property? ☐ No ☐ Yes
 - (c) violating company rules? ☐ No ☐ Yes
7. Do you have any outstanding unpaid indebtedness to an insurance company or general agent? ☐ No ☐ Yes
8. Within the past 10 years, have you ever had a complaint filed against you that resulted in a fine, penalty, cease or desist order, censure or consent order? ☐ No ☐ Yes
9. Within the past 5 years, have you ever initiated bankruptcy proceedings or been declared bankrupt?
☐ No ☐ Yes (If yes, attach a copy of court papers.)

SECTION IV | Certifications and Authorization to Obtain Information

I certify, under penalty of perjury, that all answers and responses to questions or inquiries contained in this appointment application are true, correct and complete. I further certify that I have read and am familiar with the sections of the insurance code in the state which I am seeking appointment and that I am not withholding any information that would affect my qualification for this appointment with Renaissance.

I AUTHORIZE RENAISSANCE AND ITS AGENTS AND/OR ASSIGNS TO OBTAIN INFORMATION CONCERNING MY CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS, CREDIT HISTORY, MODE OF LIVING AND ANY OTHER APPLICABLE DATA, AS PART OF MY APPOINTMENT. I ALSO AUTHORIZE ANY INSURANCE CARRIER OR AGENCY WITH WHICH I AM OR HAVE BEEN AFFILIATED WITH OR BEEN APPOINTED AS AN AGENT BY TO RELEASE INFORMATION TO RENAISSANCE CONCERNING MY CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS, CREDIT HISTORY, MODE OF LIVING AND ANY OTHER APPLICABLE DATA FOR MY APPOINTMENT WITH RENAISSANCE.

I AUTHORIZE RENAISSANCE AND ITS AGENTS AND/OR ASSIGNS TO OBTAIN 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. I AUTHORIZE THESE ENTITIES TO SUPPLY RENAISSANCE ANY AND ALL INFORMATION CONCERNING MY BACKGROUND AND RELEASE THEM FROM ANY LIABILITY RESULTING FROM PROVIDING SUCH INFORMATION. THE INFORMATION SUPPLIED MAY INCLUDE, BUT IS NOT LIMITED TO, RESIDENTIAL, ACHIEVEMENT, JOB PERFORMANCE, LITIGATION, PERSONAL HISTORY, CREDIT REPORTS, DRIVING HISTORY, DISCIPLINARY AND CRIMINAL CONVICTION RECORDS.

By my signing 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 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.

Producer Printed Name: _____ Date: _____

MM / DD / YYYY

Producer Signature: X _____



RENAISSANCE BUSINESS ASSOCIATE AGREEMENT

SECTION I | Definitions

- A. “Business Associate”** shall have the same meaning as the term “business associate” as defined in 45 CFR 160.103. For purposes of this Agreement, Producer shall be the Business Associate.
- B. “CFR”** is the Code of Federal Regulations.
- C. “Covered Entity”** shall have the same meaning as the term “covered entity” as defined in 45 CFR 160.103. For purposes of this Agreement, Renaissance shall be the Covered Entity.
- D. “Electronic Protected Health Information” or “EPHI”** shall have the same meaning as the term “electronic protected health information,” as defined in 45 CFR 160.103, limited to the electronic protected health information that is created, received, maintained, or transmitted to or on behalf of Covered Entity.
- E. “HIPAA”** is the Health Insurance Portability and Accountability Act of 1996.
- F. “HITECH Act”** means the Health Information Technology for Economic and Clinical Health Act, found in the American Recovery and Reinvestment Act of 2009 at Division A, title XIII and Division B, Title IV.
- G. “Individual”** shall have the same meaning as the term “individual” as defined in 45 CFR 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- H. “Minimum Necessary”** shall have the meaning set forth in the Health Information Technology for Economic and Clinical Health Act, § 13405(b).
- I. “Privacy Rule”** means the “Standards for Privacy of Individually Identifiable Health Information” as found in 45 CFR parts 160 and 164, as promulgated pursuant to HIPAA.
- J. “Protected Health Information” or “PHI”** shall have the same meaning as the term “protected health information” as defined in 45 CFR 160.103, limited to the information created, received or accessed by Business Associate from or on behalf of Covered Entity.
- K. “Required By Law”** shall have the same meaning as the term “required by law” as defined in 45 CFR 164.103.
- L. “Secretary”** shall mean the Secretary of the U. S. Department of Health and Human Services, or his designee.
- M. “Security Incident”** has the meaning in 45 CFR § 164.304, which is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.
- N. “Security Rule”** means the “Standards for the Security of Electronic Protected Health Information” as found in 45 CFR parts 160, 162 and 164, as promulgated pursuant to HIPAA.
- O. “Unsecured PHI”** shall have the same meaning as the term “unsecured protected health information” as defined in Section 13402 of the HITECH Act.

SECTION II | Agreements

A. Obligations of Business Associate. In performing its duties and obligations under the Agreement, Business Associate agrees as follows:

- 1. Application of Security Rule and Privacy Rule to Business Associate.** The administrative, physical and technical safeguards set forth in the HIPAA Security Rule at 45 CFR 164.308, 164.310, 164.312, and 164.316, shall apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Subtitle D of the HITECH Act (Sections 13400 through 13411) that relate to privacy or security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and are hereby incorporated into this Agreement.
- 2. Disclosure.** Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement or as required by law. Business Associate may use and disclose PHI that Business Associate obtains or creates only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR 164.504(e).
- 3. Notification of Unauthorized Access, Use or Disclosure of Unsecured PHI.** Business Associate shall notify Covered Entity in writing of any unauthorized access, use or disclosure of unsecured PHI as soon as reasonably possible but no later than five (5) days following the date of discovery. Such notice shall include:
 - (a) a brief description of what happened, including the date of the breach and the date of the discovery,
 - (b) the name(s) of the individual(s) whose PHI was used or disclosed,
 - (c) the identity(ies) of the entity(ies)/person(s) to whom the use or disclosure was made,
 - (d) description of the types of unsecured PHI that were disclosed,
 - (e) the steps taken by Business Associate to discontinue and minimize the impact of any inappropriate use or disclosure.

4. Other Law. Subject to Section II.A.2 of this Agreement, Business Associate shall not use or further disclose PHI in a manner that would be impermissible if used or disclosed by Covered Entity or in a manner that would violate the Privacy Rule or other applicable federal or state law or regulations.

5. Minimum Necessary Standards. For any disclosure or use of PHI, Business Associate shall determine and use the minimum necessary information to accomplish the intended purpose of the use or disclosure.

6. Security. Business Associate agrees to (a) implement safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity and, upon request of Covered Entity from time to time, Business Associate shall promptly provide Covered Entity with information regarding such safeguards, (b) ensure that any agent, including subcontractors, to whom Business Associate provides PHI agrees to implement reasonable and appropriate safeguards to protect it, and (c) report to Covered Entity any violation of the Security Rule of which it becomes aware.

7. Reporting Uses and Disclosures. Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware. Notice of such use or disclosure shall be provided to Covered Entity in writing as soon as possible, but in no event later than five (5) business days from the date on which Business Associate discovers said use or disclosure. The written notice to Covered Entity shall include the same information as notices sent under Section II.A.3 of this Agreement.

8. Mitigation of Unauthorized Access, Use or Disclosure of Unsecured PHI. Business Associate agrees that, to the extent practicable, it shall mitigate any harmful effect resulting from any unauthorized acquisition, use or disclosure of unsecured PHI caused by Business Associate's violation of the requirements of this Agreement or its failure to properly secure PHI in accordance with the April 17, 2009 guidelines published by the Department of Health and Human Services.

9. Reporting Security Incidents. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware, in the following time and manner:

(a) Any actual, successful Security Incident will be reported to Covered Entity in writing, within five (5) business days of the date on which Business Associate becomes aware of such Security Incident.

(b) Any attempted, unsuccessful Security Incident of which Business Associate becomes aware will be reported to Covered Entity in writing, on a reasonable basis, at the written request of Covered Entity. If the Security Rule is amended to remove the requirement to report unsuccessful attempts at unauthorized access, this subsection shall no longer apply as of the effective date of the amendment of the Security Rule.

10. Agents, Contractors and Subcontractors. Business Associate shall ensure that any agents, contractors or subcontractors to whom it provides PHI received from Covered Entity, or PHI that is created or received by Business Associate on behalf of Covered Entity, agree to the same restrictions and conditions applicable to Business Associate as set forth herein with respect to PHI. Business Associate agrees to enter into a written contract with such agents, contractors or subcontractors to ensure that such contractors, subcontractors or agents abide by the same restrictions and conditions that apply to the party when acting as a Business Associate with regard to PHI. Business Associate shall provide a copy of such contracts to Covered Entity upon request.

11. Requests for Information or Access. Business Associate shall notify Covered Entity in writing within five (5) business days of any requests from individuals seeking access to or copies of PHI maintained by Business Associate for or on behalf of Covered Entity, and respond to such requests when and as directed by Covered Entity.

12. Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary and to Covered Entity for purposes of determining its compliance with HIPAA, the Privacy Rule, the Security Rule, and other applicable federal and/or state law or regulation. Business Associate shall notify Covered Entity immediately of any such requests and shall provide Covered Entity with a copy of the request and any documents or information provided in response to such requests.

13. Requests to Amend. Business Associate shall notify Covered Entity in writing within five (5) business days of the receipt of any requests from individuals seeking to amend PHI maintained by Business Associate for or on behalf of Covered Entity, and respond to such requests when and as directed by Covered Entity. Additionally, when and as notified by Covered Entity, Business Associate shall incorporate any amendments, corrections and/or other documents or information to PHI maintained by Business Associate and shall notify its agents, contractors and subcontractors who receive PHI of any such amendments, corrections and/or other documents or information.

14. Disclosures. Business Associate agrees to document disclosures of Protected Health Information, and information related to such disclosures, as would be required for Health Plan Sponsor to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 and any additional regulations promulgated by the Secretary pursuant to HITECH Act § 13405(c). Business Associate agrees to implement an appropriate record keeping process that will track, at a minimum, the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.

15. Accountings. Business Associate shall notify the Covered Entity in writing within five (5) business days of any requests made by an individual directly to Business Associate for an accounting of disclosures of PHI. If the request was made as a result of Covered Entity providing the individual with a list of business associates acting on behalf of Covered Entity under Section 13405 of the HITECH Act, Business Associate shall provide such accounting directly to the individual and shall provide Covered Entity with a copy of any such accounting in writing within five (5) business days of receiving the request. Business Associate shall respond to all other requests for an accounting when and as directed by Covered Entity. Additionally, when and as directed by Covered Entity, Business Associate shall provide for an accounting of any and all disclosures of PHI made by or on behalf of Business Associate during the six years prior to the date of the request. The accounting obligations of Business Associate hereunder shall not apply to (a) disclosures made for purposes of treatment, payment, or health care operations (as defined in the Privacy Rule), (b) disclosures made to the individual who is requesting the accounting, (c) disclosures made prior to April 14, 2003, (d) disclosures made to law enforcement officers, correctional institutions, or for national security purposes, (e) disclosures incidental to a use or disclosure otherwise permitted or required by the Privacy Rule, as provided for in 45 CFR 164.502, (f) disclosures made pursuant to an authorization as provided in 45 CFR 164.508, (g) disclosures made as part of a limited data set in accordance with 45 CFR 164.514(e).

16. Permissible Uses and Disclosures of PHI by Business Associate. Subject to the foregoing provisions and in addition to the use and disclosure by Business Associate of PHI authorized elsewhere herein, Business Associate may use and disclose PHI for the following additional purposes if applicable:

- (a) as necessary for data aggregation purposes relating to the health care operations of Covered Entity, but only as separately authorized by Covered Entity in writing,
- (b) for the proper internal management and administration of Business Associate, but only in connection with the direct performance by Business Associate (through its employees) of services for Covered Entity to the Agreement, and
- (c) to carry out the legal responsibilities of Business Associate.

For purposes of (b) and (c) above, Business Associate may use or disclose PHI to third parties only if the disclosure is required by law, Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

17. Prohibition against Sale or Marketing of PHI. Except as otherwise provided in Section 13405 of the HITECH Act, Business Associate shall not (a) directly or indirectly receive remuneration in exchange for any PHI of an individual; or (b) use or disclose PHI for any purpose related directly or indirectly to any marketing or marketing communication.

B. Discovery requests. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of Protected Health Information, Business Associate will respond as permitted by 45 CFR § 164.512(e) and (f) following consultation with Health Plan Sponsor. Business Associate shall notify Health Plan Sponsor of the request as soon as reasonably practicable, but in any event within two (2) business days of receipt of such request.

1. Violation of Business Associate Agreement Standards and Termination. If either party knows or discovers a pattern of activity or practice of the other party that constitutes a material breach of the other party's obligations under this Agreement or under applicable federal standards, the discovering party agrees to immediately notify the other party in writing as to the nature and extent of such breach, and shall provide the other party a reasonable amount of time to cure such breach. A reasonable amount of time shall depend on the nature and extent of the breach, shall be clearly stated in the notice, but in no case shall the period for cure be less than five (5) business days. Notwithstanding the foregoing, should the discovering party determine that the breach is incurable, or that the other party has repeatedly engaged in such impermissible use or disclosure despite prior notice, the discovering party must terminate this Agreement, if feasible, upon written notice to the breaching party, without damages or liability thereto; or, if termination is not feasible, report the problem to the Secretary.

2. Return of PHI upon Termination. At termination of the Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created by or received by Business Associate on behalf of Covered Entity, that Business Associate maintains in any form such that it shall retain no copies of such PHI. Upon request of Covered Entity, Business Associate shall provide a written certification of the return and/or destruction of PHI. If the parties concur that the return or destruction of such

PHI by Business Associate is not feasible, then Business Associate shall continue to extend the protections required hereunder to the PHI for as long as it maintains the PHI. Further, Business Associate shall limit any further use or disclosure of the PHI to those purposes that make its return or destruction unfeasible. This provision shall survive the termination of this Agreement.

3. Security. The parties shall work together in good faith to cooperate with each other's current and future security policies and procedures to ensure the integrity, confidentiality and availability of PHI in a manner that complies with HIPAA and the Security Rule, as amended from time to time.

4. Electronic Transactions and Code Sets. To the extent that the services performed by Business Associate pursuant to the Agreement involve transactions that are subject to the regulations governing electronic transactions and code sets issued pursuant to HIPAA, Business Associate shall conduct such transactions in conformance with such regulations, as amended from time to time.

5. Record Keeping. Business Associate agrees to implement an appropriate record keeping process to enable it to comply with the HIPAA requirements applicable to it under this Agreement and the Privacy and Security Rules.

6. Confidential and Proprietary Information. Business Associate may receive, create, or have access to confidential and/or proprietary information of Covered Entity concerning its business affairs, property, operations, computer systems, dentists and providers, and strategies. Business Associate agrees to hold such confidential and/or proprietary information in strict confidence, to maintain and safeguard the confidentiality of such information, and to use such information solely to perform services or provide goods to Covered Entity as required by this Agreement.

7. Amendment. Except as otherwise provided in this Agreement, this Agreement may be amended, modified, or supplemented only by a written instrument executed by the parties. Upon enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the state or the United States relating to any such law, or the publication of any interpretative policy or opinion of any government agency charged with the enforcement of any such law or regulation, Covered Entity may amend the Agreement in such manner as it determines necessary to comply with such law or regulation, and Business Associate agrees to be bound by such amendment unless within thirty (30) days of its receipt of notice of such amendment, it notifies Covered Entity that it rejects such amendment. Upon receipt of such notice of rejection, Covered Entity may terminate the Agreement immediately upon written notice.

8. Waiver. No action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action in compliance with any representations, warranties, covenants, or agreements contained herein. The waiver by a party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

9. Binding Effect. Except as otherwise provided herein, the terms and conditions of this Agreement shall remain in full force and effect, including following termination of the Agreement.

10. Reimbursement of Costs. Business Associate shall reimburse Covered Entity for any and all costs and expenses, whether direct or indirect, incurred by Covered Entity in providing any notice required by law or regulation as a result of any unauthorized acquisition, use or disclosure of unsecured PHI caused by Business Associate's breach of the terms of this Agreement or its failure to secure PHI in accordance with the April 17, 2009 guidelines published by the Department of Health and Human Services.

11. Injunction. The parties acknowledge and agree that in the event of a breach or threatened breach by Business Associate of its duties and obligations hereunder, Covered Entity shall be irreparably and substantially harmed, and remedies at law will not be an adequate remedy for such breach. Accordingly, in such event, the harmed party shall be entitled to immediate injunctive relief against such breach or a threatened breach. Such rights to injunctive relief shall be in addition to, and not in limitation of, any other legal and equitable relief available to the harmed party under applicable law.

12. Statutory and Regulatory References. A reference in this Agreement to a section of any statute or regulation means the section as currently in effect or amended, and with which compliance is required.

Producer Printed Name: _____

Producer Signature: X _____ Date: _____





Standard Life and Accident Insurance Company
Marketing Office: 2450 South Shore Blvd., Suite 500
League City, TX 77573
Phone: 888.290.1085 Fax: 800.229.7211



AGENT AGREEMENT

The STANDARD LIFE AND ACCIDENT INSURANCE COMPANY (The "Company") is hereby requested to make application to the Department of Insurance of the State of _____ for the issuance of a _____ insurance agent's license/appointment authorizing me to solicit applications on behalf of the Company.

I hereby agree that your consent to the issuance of such license/appointment is subject to, and I hereby agree to be bound by, each and all of the following conditions:

1. That I shall be an agent assigned to the agency of Pivot Health Holdings, LLC ("the Agency");
2. That the Company has no obligation to me for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expense incurred by me in the solicitation of applications for insurance issued by the Company, it being expressly understood that I am under direct contract with the Agency who has agreed to compensate me for such services;
3. That I shall comply with the rules, regulations and rate books of the Company, the laws of the State of _____ and the regulations of the Department of Insurance relating to my activities in the solicitation of insurance;
4. That I shall not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, policies or contracts of the Company in any respect;
5. That I shall promptly remit to the Agency or the Company any and all monies or securities received by me on behalf of the Company as full or partial payment of first year or renewal premiums, or any other item whatsoever;
6. That I shall not obligate the Company nor incur expense in its behalf in any manner whatsoever;
7. That I shall not attempt systematically to rewrite or replace customers of the Company with other carriers. Should I do so I will forfeit all compensation I would have otherwise been entitled to from the undersigned manager, and my license/appointment with the Company, if still active, shall be revoked immediately; and
8. That the Company may, without liability to me whatsoever upon request of the Agency or upon its own initiative, cancel my license/appointment at any time.

IN WITNESS WHEREOF, I have affixed my signature this _____ day of _____, 20 _____

Applicant's Signature

I, the undersigned authorized representative of Agency, understand that the Company's consent to the issuance of Applicant's appointment is subject to the following certifications and agreements of Agency: 1. I certify that the Agency and I have made a thorough and diligent investigation which has shown that the Applicant is of good moral and business character. 2. Agency agrees and acknowledges that it is responsible for the training and supervision of the Applicant while Applicant engages in the business of insurance for Agency. 3. Agency further agrees that it shall be and remain responsible for the repayment to the Company of any commissions advanced by the Company to the Agency on behalf of the Applicant if the Company determines in its sole discretion that renewal commissions are not sufficient to repay such advances. Any such advanced commissions not repaid within thirty days of the Company's notice to the Agency shall begin accruing interest at a rate to be determined by the Company, not to exceed the maximum rate of interest permitted by law. The Company shall be entitled to recover from the Agency attorneys' fee incurred by the Company in collecting unrepaid advanced commissions hereunder.

Agency Name

Signature and Title of Agency Representative

Date

Agency Code

STANDARD LIFE AND ACCIDENT INSURANCE COMPANY

Name _____ Social Security Number _____

Date of Birth _____ Maiden or Other Name Used _____ National Producer Number _____

Mailing Address _____ Business Phone Number _____

Home Address _____ Phone Number _____

Former Address _____ FAX Number _____

Spouse's Name _____ Email Address _____

PERSONAL HISTORY: Please answer all questions below with careful thought and be as accurate as possible. A Yes answer won't disqualify you from being appointed; however, an inaccurate answer might! If more space needed - attach separate page.

1. Are you now licensed? (Submit Copy) _____ ☐ YES ☐ NO
 State(s) _____
 License Number _____ Type of License/Lines _____
2. Has any state ever taken administrative action against your license? _____ ☐ YES ☐ NO
 If Yes, name state and provide details: _____
3. Have you ever been refused bond? _____ ☐ YES ☐ NO
 If Yes, please give the reason: _____
4. Do you have an open Bankruptcy? _____ ☐ YES ☐ NO
 If Yes, give details: _____
5. The Violent Crime and Control Act of 1994 makes it a criminal offense for anyone who has been convicted of any criminal felony involving dishonesty or a breach of trust to willfully engage in the business of insurance.
 Have you ever been convicted of a felony? _____ ☐ YES ☐ NO
 If Yes, give specifics to charge, date, jurisdiction and outcome on a separate page.
6. Do you now have any tax liens, judgments or garnishments? _____ ☐ YES ☐ NO
 If Yes, give details: _____
7. Are you presently indebted to any insurance company or agency? _____ ☐ YES ☐ NO
 If Yes, give details: _____
8. a. Are you currently covered by errors and omissions insurance? (Submit Copy) _____ ☐ YES ☐ NO
 E & O Carrier _____ Limits _____
 Policy Number _____ Effective Date _____ Expiration Date _____
- b. Have you ever filed an errors and omissions claim? _____ ☐ YES ☐ NO

I certify that my answers to the above questions are true and authorize the State Insurance Department to release to Standard Life and Accident Insurance Company information within their records concerning me. I hereby authorize an investigative and credit report whereby information is obtained through personal interview; the inquiry usually concerns information on character, general reputation and mode of living. I understand that any information obtained by the Company will be available to me upon my written request. I certify that I have read and agree to comply with Standard Life's Privacy Policy and Code of Conduct. If accepted, I will comply with all regulations of this state and Standard Life and Accident Insurance Company.

Signature _____

Date _____



Standard Life and Accident Insurance Company | American National Life Insurance Company of Texas
Marketing Office: 2450 South Shore Blvd., Suite 500 | League City, TX 77573 | Phone: 888.290.1085 | Fax: 800.229.7211

Producer's Code of Conduct

As a representative of Standard Life and Accident Insurance Company and/or American National Life Insurance Company of Texas, I recognize my responsibility to:

- Conduct myself in the highest character, with honesty, integrity and fairness at all times;
- Provide information to clients in a professional manner which is honest, relevant and designed to meet the client's needs, and appropriate to their circumstances;
- Fully understand and accurately represent the Company's products and services;
- Ensure my personal interests do not conflict with those of clients or the Company;
- Render prompt and quality service, both before and after the sale to clients and their beneficiaries;
- Learn and follow all Company policies and procedures related to my role as a producer;
- Keep informed with respect to applicable laws and regulations and observe them in the practice of my profession;
- Determine that any replacement of life or health insurance or a financial product I am proposing is in the best interest of my client;
- Foster goodwill, courtesy and consideration in the treatment of policyholders and the general public, while maintaining loyalty and respect for the Company;
- Meet all continuing education requirements;
- Adhere to principles of ethical market conduct:
 - Conduct business according to high standards of honesty and fairness and to render that service to my customers which, in the same circumstances, I would demand for myself;
 - Provide competent and customer-focused sales and service;
 - Engage in active and fair competition;
 - Use advertising and sales materials that are clear as to purpose and honest and fair as to content;
 - Provide for fair and expeditious handling of customer complaints and disputes;
 - Maintain a system of supervision that is reasonably designed to achieve compliance with these principles of ethical market conduct.

Representative

Marketing General Agent

Please sign this acknowledgement and return it with your Application for Appointment.

[illegible]

ST-1183 R7/12

- 2) promptly notify Business Associate of any instance of which the person or entity becomes aware in which the confidentiality of Company Protected Health Information was breached.
 - iii) Business Associate will make reasonable efforts to use, disclose, and request only the minimum amount of Company Protected Health Information reasonably necessary to accomplish the intended purpose, except that Business Associate will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor Company is required to limit the use, disclosure or request to the minimum necessary.
- b) **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose Company Protected Health Information, except as permitted or required by this Agreement or as permitted or directed by Company or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Company Protected Health Information in a manner that would violate the Privacy Rule or the HITECH Act if done by Company, except as set forth in Section 1(a)(ii).
- c) **Information Safeguards.**
 - i) Business Associate will develop, implement, maintain, and use industry specific and/or other generally appropriate administrative, technical, and physical safeguards to protect Company Protected Health Information from any use or disclosure in violation of the Privacy Rule.
 - ii) Business Associate will develop, implement, maintain, and use industry specific and/or other generally appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Company's behalf as required by the Security Rule.
 - iii) The information safeguards must meet or exceed the industry specific and/or other generally appropriate minimum standards.
 - iv) If applicable and only if available, Business Associate will provide Company a copy of the most recent SAS70 audit report.
- d) **Subcontractors and Agents.** Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted to disclose Company Protected Health Information, to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to Company Protected Health Information that are applicable to Business Associate under this Agreement.
- e) **Prohibition on Sale of Records.** Business Associate shall not directly or indirectly receive remuneration in exchange for any Company Protected Health Information of an individual unless the Company or Business Associate obtained from the individual a valid authorization that includes a specification of whether the Company Protected Health Information can be further exchanged for remuneration by the entity receiving Company Protected Health Information of that individual, except as otherwise allowed under the American Recovery and Reinvestment Act.

2. **Compliance with Transaction Standards.** If Business Associate conducts in whole or part electronic Transactions on behalf of Company for which the Department of Health and Human Services ("DHHS") has established Standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162. Business Associate shall comply with the National Provider Identifier requirements if, and to the extent, applicable.

3. Individual Rights.

- a) **Access.** Business Associate will, within thirty calendar days following Company's request, make available to Company or, at Company's direction, to an individual (or the individual's personal representative), for inspection and obtaining copies (at Company's expense), Company Protected Health Information about the individual that is in Business Associate's custody or control. If the Company Protected Health Information is held in an Electronic Health Record, then the individual shall have a right to obtain from Business Associate a copy of such information in an electronic format. Business Associate shall provide such a copy to Company or, alternatively, to the individual directly, if such alternative choice is clearly, conspicuously and specifically made by the individual or Company.
- b) **Amendment.** Business Associate will, upon receipt of written notice from Company, promptly amend or permit Company access to amend any portion of Company Protected Health Information, so that Company may meet its amendment obligations under the Privacy Rule.
- c) **Disclosure Accounting.** So that Company may meet its disclosure accounting obligations under the Privacy Rule:
 - i) Business Associate will record information specified in Section 3(c)(iii) below ("Disclosure Information") for each disclosure of Company Protected Health Information, not excepted from disclosure accounting as specified in Section 3(c)(ii) below, that Business Associate makes to Company or to a third party.
 - ii) Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Company Protected Health Information if the Company need not account for such disclosures.
 - iii) With respect to any disclosure by Business Associate of Company Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:
 - A) For non-repetitive disclosures of Company Protected Health Information, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of Company Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.
 - B) For repetitive disclosures of Company Protected Health Information that Business Associate makes to the same person or entity (including Company), Business Associate may record either (1) the Disclosure Information specified above for each accountable disclosure, or (2) the Disclosure Information specified in Section 3(c)(iii) (A) above for periodicity, or number of the repetitive accountable disclosures, and the date of the last of the repetitive accountable disclosures during the Accounting Period.
 - iv) Business Associate will maintain the Disclosure Information for at least 6 years following the date of the disclosure (3 years for disclosures related to an Electronic Health Record).

Business Associate will make the Disclosure Information available to Company within sixty calendar days following Company's request for such Disclosure Information to comply with an individual's request for disclosing accounting. With respect to disclosures related to an Electronic Health Record, Business Associate shall provide

the accounting directly to an individual making such a disclosure request, if a direct response is requested by the individual. Notwithstanding any other provision of this Agreement, Business Associate needs to provide disclosure accounting related to an Electronic Health Record only as of the effective date of this requirement under the American Recovery and Reinvestment Act.

- d) **Restriction Agreements and Confidential Communications.** Business Associate will comply with any agreement that Company makes that either (i) restricts use or disclosure of Company Protected Health Information or requires confidential communication about Company Protected Health Information, provided that Company notifies Associate in writing of the restriction or confidential communication obligations that Business Associate must follow. Company will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business whether any of Company Protected Health Information will remain subject to the terms of the restriction agreement. Effective February 17, 2010 (or such other date specified as the effective date by DHHS), Business Associate will comply with any restriction request if: (i) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

4. Privacy Obligation Breach and Security Incidents.

a) Reporting.

- (i) Business Associate will report to Company any use or disclosure of Company Protected Health Information not permitted by this Agreement or in writing by Company, along with any Breach of Unsecured Company Protected Health Information. Business Associate will treat the Breach as being Discovered in accordance with HIPAA's requirements. Business Associate will make the report to Company's Privacy Official not more than sixty calendar days after Business Associate learns of such non-permitted use or disclosure. If a delay is requested by law enforcement official in accordance with 45 C.F.R. § 164.412, Business Associate may delay notifying Organization for the time period specified by such regulation. Business Associate's report will at least:
- A) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;
 - B) Identify Company Protected Health Information that was subject to the Breach or other non-permitted use or disclosure, including, if applicable, the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired or disclosed during such Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - C) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
 - D) Identify what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate losses and to protect against any further Breaches;

- E) Identify what steps the individuals who were subject to a Breach should take to protect themselves from potential harm resulting from the breach;
 - F) Provide such other information, including a written report, as Company may reasonably request.
- v) Business Associate will report to Company within thirty calendar days any attempt or successful (A) unauthorized access, use, disclosure, modification or destruction of Company's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. Business Associate will make this report upon Company's request, except if any such security incident resulted in a disclosure or Breach of Company Protected Health Information or Electronic Protected Health Information not permitted by this Agreement, Business Associate will make the report in accordance with Section 4(a)(i) above.

b) Termination of Agreement.

- i) Company may terminate this Agreement if it determines, in its sole discretion, that Business Associate has breached a material term of this Agreement and, upon written notice to Business Associate of the breach, Business Associate fails to cure the breach within thirty calendar days. Company may exercise this right to terminate by providing Business Associate written notice of termination, stating the failure to cure the breach of the Agreement that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in Company's notice of termination.
- ii) Either Company or Business Associate may terminate this Agreement if amendment or addition to 45 C.F.R Parts 160-64 affects the obligations under this Agreement of the party exercising the right of termination. The party so affected may terminate this Agreement by giving the other party written notice of such termination at least 90 calendar days before the compliance date of such amendment or addition to 45 C.F.R Parts 160-64.

iii) Obligations on Termination.

- A) Upon termination or other conclusion of this Agreement, Business Associate will, if feasible, return to Company or destroy all of Company Protected Health Information in whatever form or medium. Business Associate will require any subcontractor or agent, to which Business Associate has disclosed Company Protected Health Information as permitted by Section 1(e) of this Agreement, to if feasible return to Business Associate (so that Business Associate may return it to Company) or destroy all of Company Protected Health Information in whatever form or medium held by Business Associate. Business Associate will complete these obligations no later than sixty calendar days following the effective date of the termination or other conclusion of this Agreement.
- B) Business Associate will identify any of Company Protected Health Information, including any that Business Associate has disclosed to subcontractors or agents as permitted by Section 1(e) of this Agreement, that cannot feasibly be returned to Company or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will require such subcontractor or agent to limit its further use or disclosure of Company Protected Health Information that such subcontractor or agent cannot

feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. Business Associate will complete these obligations no later than sixty calendar days following the effective date of the termination or other conclusion of this Agreement.

- C) Business Associate's obligation to protect the privacy and safeguard the security of Company Protected Health Information as specified in the Agreement will be continuous and survive termination or other conclusion of this Agreement.

5. General Provisions.

- a) **Inspection of Internal Security Capabilities, Practices, Books and Records.** Business Associate will make its internal security capabilities, practices, books, and records relating to its use, disclosure and security of Company Protected Health Information available to Company and to the DHHS to determine Company's compliance with the Privacy and Security Rules.
- b) **Business Associate External Access to Company Systems.** Should the nature of Business Associate's contract with the Company require Business Associate to access Company's systems and data, there will be no sharing or pooling of logins associated with the Business Associate access. In no event shall Company Protected Health Information be downloaded to personal storage devices of any type for any purpose.
- c) **Definitions.** All capitalized terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations and other official government guidance. For purposes of this Agreement, Company Protected Health Information encompasses Company's Electronic Protected Health Information.
- d) **Amendment to Agreement.** Upon the effective date of any final regulation or amendment or final regulation promulgated by the DHHS that affects Business Associate's use or disclosure of Company Protected Health Information, this Agreement will automatically be deemed amended such that the obligations imposed on Business Associate remain in compliance with the final regulation or amendment to final regulation, unless Company or Business Associate elects to terminate Agreement in accordance with Section 4(b)(ii).
- e) **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.
- f) **Prior Agreement Terminated.** This Agreement supersedes any prior agreement of the parties concerning similar subject matter, and such prior agreement is hereby terminated.

IN WITNESS WHEREOF, Company and Business Associate have executed this Agreement the day and year first above mentioned.

BUSINESS ASSOCIATE

STANDARD LIFE AND ACCIDENT
INSURANCE COMPANY

By: _____

By:  William J. Hogan

AVP-Health & HIPAA Compliance

Title: _____



RESPONSIBLE BUSINESS PRACTICES GUIDELINES

PLEASE REVIEW THE ENCLOSED GUIDELINES AND PRODUCER'S CODE OF CONDUCT AS PART OF YOUR APPLICATION FOR APPOINTMENT WITH STANDARD LIFE AND ACCIDENT INSURANCE COMPANY AND/OR AMERICAN NATIONAL LIFE INSURANCE COMPANY OF TEXAS. THEY EXPLAIN OUR EXPECTATIONS ABOUT THE WAY WE WILL CONDUCT OUR BUSINESS WITH EACH OTHER AND WITH OUR POLICYHOLDERS. SIGN AND RETURN A COPY OF THE PRODUCER'S CODE OF CONDUCT WITH THE OTHER FORMS YOU COMPLETE IN THE APPLICATION PROCESS.

The Responsible Business Practices Guidelines specified herein (hereafter referred to as “the Guidelines”) clarify the position of Standard Life and Accident Insurance Company and American National Life Insurance Company of Texas (hereafter referred to as “the Company,” “we,” or “our”) on the importance of good market conduct practices in the sale of our life insurance, health insurance and annuity products.

Our Commitment

Standard Life and Accident Insurance Company and American National Life Insurance Company of Texas are committed to adhering to principles of ethical market conduct and requires that our appointed representatives do the same.

Principles:

- ² to conduct business according to high standards of honesty and fairness, and to render that service to our customers which, in the same circumstances, we would apply to or demand for ourselves;
- ² to provide competent and customer-focused service;
- ² to engage in active and fair competition;
- ² to provide advertising and sales materials that are clear as to purpose and honest and fair as to content;
- ² to provide for fair and expeditious handling of customer complaints and disputes; and
- ² to maintain a system of supervision and review that is reasonably designed to achieve compliance with these principles of ethical market conduct.

Interpretation and Compliance

These principles are good business—for you the producer, for the Company, and for our customers—through sound conduct. Compliance with these principles remains our shared goal.

To ensure uniform interpretation of and compliance with these principles, Standard Life and Accident Insurance Company and American National Life Insurance Company of Texas have assigned **Debie Knowles**, Vice President, Marketing, supervisory responsibilities over the creation and maintenance of consistent procedures via which we will implement these principles and monitor compliance.

Putting into place the training component of support for these principles will, in part, be the responsibility of **Debie Knowles**, Vice President, Marketing, as will the oversight on the effectiveness of integrating these principles into the Company’s operation and development.

In addition, we will conduct regular surveys of new policyholders. We expect to gain valuable insight into the types of new products and services we should offer to better meet the policyholders’ objectives. The surveys are also expected to help us determine the areas that are in need of better product explanation and ultimately, producer training.

What happens when things go wrong?

From time to time, you may find yourself in a situation where you become aware of sales activities that you think are questionable, in light of these principles. If this is the case, we have specific people you should notify.

In all events, you can talk to **Debie Knowles**, the head of our Marketing activities. You can reach her at the Marketing Department, at 888.290.1085. Her e-mail address is debie.knowles@slaico.com.

Outside of the Marketing Department, you can contact **Judy Regini**, in Corporate Affairs, at 409.766.6985, or by e-mail, at judy.regini@anico.com.

All market conduct issues will be dealt with to ensure privacy and confidentiality for all parties involved. ***The Company will not tolerate any form of retaliation against anyone who uses this process.***

Here are some examples of the kinds of questionable sales activities we are referring to:

- ² use of disparaging statements in a sales presentation i.e., any statements, written or oral, that are untrue, deceptive, misleading or otherwise unlawful with regard to competitors;
- ² unfair competition i.e., engaging in inappropriate replacement of existing insurance, disparaging competitors, use of dishonest, false or fraudulent practices to displace a competitor;
- ² use of unapproved sales materials, or approved sales materials modified without prior approval;
- ² inducing or influencing Standard Life and Accident Insurance Company and/or American National Life Insurance Company of Texas producers to leave its service.

This is obviously not an exhaustive list. It is an indication of the kinds of practices that are not consistent with these principles, insurance laws and regulations, or your Standard Life and Accident Insurance Company and/or American National Life Insurance Company of Texas contracts.

Debie Knowles and Judy Regini are also assigned responsibility for dealing with complaints. ***It is important you refer any complaints from your policyholders to the Company promptly so we can resolve them.*** We have found that complaints do not go away until the customer is fully satisfied.

Many of the things which make policyholders dissatisfied with our services or products are based on misunderstandings or unsuccessful communication. If we can resolve the issue early, we can frequently avoid having them escalate into a full-blown Insurance Department complaint.

At the same time, customers who find that the Company and their agents are genuinely interested in making their perceived problems go away can be a valuable asset to you, both in terms of increased persistency and as a source of referrals.

Replacement

Replacement activity is the focus of scrutiny by both insurance regulators and the ratings agencies which grade our financial condition. These groups are expressing increased concern about perceived abusive practices like “twisting” (inappropriate external replacements) and “churning” (inappropriate internal replacements). As a result of these concerns, we are seeing a move towards detailed replacement forms such as those found in the new NAIC Model Replacement Regulations, already adopted in several states.

The kinds of practices which have aroused concern, and which are considered “replacements” are more broadly defined than just terminating an existing policy when a new one is sold. It also includes things like these:

- ² encouraging a policyholder to borrow against current life or annuity policy values to pay for a new one;
- ² encouraging a policyholder to place existing coverage under one of the nonforfeiture options (e.g., RPU or ETI) in conjunction with purchasing new insurance;
- ² having the benefits under an existing policy reduced or restructured to free up cash flow for a new policy.

Replacement of existing insurance is frequently not in the best interest of either the client or the insurer. These will be some of the concerns:

- ² exposure of the client to new contestable and suicide periods;
- ² new sales and expense loads;
- ² increased age and possible changes in policyholder health;
- ² loss of any “grandfathered” policy or tax benefits;
- ² potential loss of revenue and surplus to the Company; and
- ² potential increased exposure to policyholder complaints.

Because each client’s position is unique, you have to weigh these known costs against potential benefits for the client to determine whether a possible replacement is to their advantage. The best benchmark for judging that is the following:

To conduct business according to high standards of honesty and fairness, and to render that service to our customers which, in the same circumstances, we would apply to, or demand for ourselves.

Replacement of existing insurance, especially life insurance and annuities, should be recommended to a client only when you can clearly and objectively demonstrate the client is better off as a result. This is also consistent with the official **Statement of Policy Regarding Replacements**, adopted by all members of the American National family of companies:

Agents should not advise, suggest, or recommend that an existing life insurance or annuity contract be replaced unless it is in the interests of the customer.



As an insurance producer, your skills and services help our clients achieve financial success and security. Since you are on the front lines of a multi-billion dollar industry, you are in a unique position not only to serve our clients, but also to serve this country by helping prevent money laundering and the financing of terrorist activities.

To comply with new federal anti-money laundering regulations for insurance companies, our family of companies is implementing a detailed anti-money laundering program. You have an important role to play in that program. You may often be in a critical position to obtain information regarding the customer, the customer's source of funds for the products we sell, and the customer's reasons for purchasing an insurance product.

In order to sell individual annuities and life insurance, the Company's anti-money laundering program requires you to:

- Ensure that all information requested on the product application and associated documents is accurate and complete, including the USA PATRIOT Act Notification and Customer Identification Verification form for all non-variable business.
- **Contact the appropriate Anti-Money Laundering (AML) compliance officer if a customer resists providing information.** (See contact information further in this document.)
- Maintain appropriate records of this information as long as the contract remains in force and for five years thereafter.
- Notify the appropriate AML compliance officer if you detect any money laundering red flags, so that the Company can determine whether a suspicious activity report (SAR) must be filed with the U.S. Department of the Treasury or any agency thereof.

Possible Red Flag Activity

- The purchase of a product that appears to be inconsistent with a customer's needs
- The purchase or funding of a product that appears to exceed a customer's known income or liquid net worth
- Any attempted unusual method of payment, particularly by cash or cash equivalents, such as money orders or cashier checks
- Payment of a large amount broken into several smaller amounts
- Little or no concern by a customer for the performance of an insurance product, but much concern about the early termination features of the product
- The reluctance by a customer to provide identifying information, or the provision of information that seems fictitious
- Any other activity which you think is suspicious

AML Contact Information - Report Suspicious Activity To:

Contact: Judith L. Regini (Judy)

Assistant Vice President
Corporate Compliance
Chief Compliance Officer for Anti-Money
Laundering /OFAC

Or **Julie Dawson, Quality Assurance Analyst**

Mail: P.O. Box 1896
Galveston, TX 77553

Phone: (800) 933-5975

Fax: (409) 621-3885

Email: AMLCompliance@anico.com

Types of Payments Accepted

Advise customers that only the following types of payment may be accepted:

- Personal checks and pre-authorized checks.
- Cash equivalents (money orders, cashier's checks, traveler's checks, bank drafts.)
 - Cash and cash equivalents must be reported to the IRS and FinCEN on Form 8300 when payments received by the Company in a single transaction. Related transactions occurring within any 12-month period would be aggregated for reporting purposes even if individually they are less than \$10,000.
- ***If a customer provides a form of payment that is not permitted, do not accept the payment and notify the appropriate AML compliance officer if it is in an amount greater than the limits defined herein.***

NOTE: An employee, agent or broker must not, under any circumstances, disclose that he has reported suspicious activity or red flags to the Company. Any inquiries regarding the subject matter of any SAR must be directed to the AML officer.

It is the sole responsibility of the Company's AML officer to determine whether a SAR is filed with the Treasury Department. The AML officer and the Company are prohibited from disclosing to the agent and any other person that a SAR has been filed.

The Company and its producers share an important responsibility to comply with the Company's program and all applicable anti-money laundering laws. A failure to do so will constitute grounds for discipline, up to and including termination. In addition, violation of anti-money laundering laws may expose those responsible to substantial penalties under federal law.

Standard Life and Accident Insurance Company Guide to Anti-Money Laundering

RECEIPT AND ACKNOWLEDGMENT. I have received, read and understand Standard Life's Company Guide to Anti-Money Laundering. I agree to comply with the requirements of such policies and understand that failure to do so will lead to disciplinary action, up to and including termination and appropriate legal sanctions.

Date: _____

Print Name: _____

Personal Code: _____

Signature: _____



AUTHORIZATION

Required by The Fair Credit Reporting Act

The Federal Fair Credit Reporting Act, as amended, provides that any consumer reporting agency may furnish a consumer report in accordance with the written instructions of the consumer to whom it relates.

In accordance with that provision, the person signing this form as "Applicant" hereby authorizes any person or agency to give, in writing, orally, or in any other form, to Standard Life and Accident Insurance Company (SLAICO), American National Insurance Company (ANICO) or American National Life Insurance Company of Texas (ANTEX) or its designated representatives any information gathered or maintained by a consumer reporting agency bearing on the Applicant'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 establishing the Applicant's eligibility for credit, employment or any other purpose authorized under Section 604 of the Act.

Further, the Applicant understands that SLAICO, ANICO or ANTEX may, as part of its normal procedure, request that an investigative consumer credit report be made whereby information on the Applicant's character, general reputation, personal characteristics or mode of living is obtained through personal interviews with business associates, employers, friends, neighbors and others with whom the Applicant may be acquainted or who may have knowledge concerning any such items of information. The Applicant authorizes the individual or agency conducting the investigation to give, in writing, orally, or any other form, to SLAICO, ANICO or ANTEX or its designated representatives any information gathered or obtained during this investigation pertaining to Applicant's production, persistency, commissions, earnings, estimated future earnings, commission advances, loans and debts, including, but not limited to, any indebtedness that may have been charged to the Applicant's manager or agency, or which may have been written off.

The Applicant authorizes SLAICO, ANICO or ANTEX or its designated representatives to use the reports furnished in accordance with this authorization in any deliberations which it or they may undertake to determine whether or not SLAICO, ANICO or ANTEX will make an offer of a contract to the Applicant.

For California, Minnesota or Oklahoma Applicants only - If a consumer report is obtained and you would like to receive a copy, please check this box. ☐

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

Applicant's Printed Name

Applicant's Signature

Date



**American National Insurance Company
American National Life Insurance Company of Texas
Standard Life and Accident Insurance Company**

**One Moody Plaza
Galveston, TX 77550**

NOTICE OF PRIVACY POLICY

American National Insurance Company and its affiliated companies are committed to providing insurance and annuity products and services designed to meet your needs. We are equally committed to respecting your privacy and protecting the information about you that we may receive. We have prepared this notice to advise you what information we collect, how we use it and how we protect it.

What Information We Collect

As is an essential part of our business, we obtain certain personal information about you in order to provide a financial product or service to you. Some of the information we receive comes directly from you on applications or other forms and may include information you provide during visits to our web site. We may also receive information from physicians, testing laboratories and other health providers, and from consumer reporting agencies. The types of information we receive may include addresses, social security numbers, family information, current and past medical history and financial information, including information about transactions with other financial institutions.

What Information We Disclose

We do not disclose nonpublic personal information about our current or former customers to any non-affiliated entity, except as permitted by law. Examples of the disclosures which we are permitted by law to make include: disclosures necessary to service or administer an insurance or annuity product that you requested or authorized; disclosures made with your consent or at your direction; disclosures made to your legal representative; disclosures made in response to a subpoena or an inquiry from an insurance or other regulatory authority; disclosures made to comply with federal, state or local laws and to protect against fraud.

Our Privacy Protection Procedures

We protect information about you from unauthorized access. Our employees and agents receive training regarding our privacy policies, and access to information about you is restricted to those individuals that need such information in order to provide products and services to you. Examples of activities requiring access to personal information include: underwriting, claims processing, reinsurance and policyholder service. Finally, we employ secure technologies in order to safeguard transmission of information about you through our web sites, and we have established and maintain procedures to comply with all state and federal laws and regulations regarding the security of personal information. This notice is for your information and does not require any action on your part.



Standard Life and Accident Insurance Company | American National Life Insurance Company of Texas
Marketing Office: 2450 South Shore Blvd., Suite 500 | League City, TX 77573 | Phone: 888.290.1085 | Fax: 800.229.7211

INSURANCE ACTIVITIES REQUIRING PERSONS TO BE LICENSED IN VIRGINIA

Per the request of the Virginia Bureau of Insurance, I hereby certify, under penalty of perjury under the laws of the State of Virginia, that I have received, read, and understand the information provided to me in reference to the Administrative Letter 2002-8 (discusses the many changes in Virginia laws governing the licensing and other activities of insurance agents, consultants, and other licensees), Administrative Letter 2002-9 (discusses what activities require agents/agencies to be licensed and what activities are and are not permitted for those who are not licensed as insurance agents), and Administrative Letter 2008-03 (Rules Governing Military Sales Practices) found in the Virginia Bureau Insurance Code.

The referenced Administrative Letters and other pertinent Administrative Letters may be located via the Bureau of Insurance website at:

<http://scc.virginia.gov/division/boi/webpages/boiadminltrsforagents.htm>

Date _____

By _____
(Signature)

Print Name _____
(If corporation, please print corporate name & principal of corporation.)

Social Security Number / Tax ID Number _____

Branch Office Number (If known) _____



STEPHENS-MATTHEWS MARKETING, INC.

„ PO Box 1208 „, Beverly, OH 45715 „, Phone: (800) 544-8250 „, Fax: (888) 984-2614 „,

Return by fax to: 888-984-2614 or email to: Meagan@stephens-matthews.com

Agent Commission Electronic Funds Transfer Form

Agent/Agency Name: _____

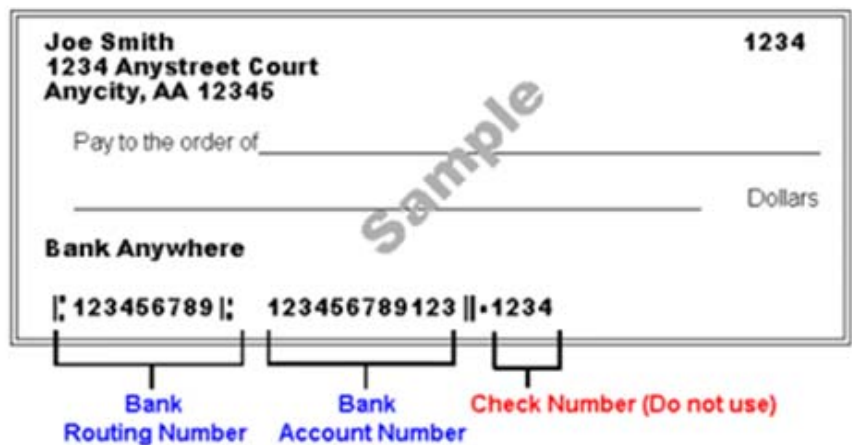
Daytime Phone Number: _____

Email Address: _____

Account Type (Please Check One): ☐ Checking Account (22) ☐ Savings Account (32)

TO ENSURE CODING
ACCURACY, PLEASE
ATTACH A **PRE-PRINTED**
VOIDED CHECK

*If you do not have a blank check,
please attach a letter from your
bank, on their letterhead, with the
routing and account numbers
included.*



Bank Routing Number

Bank Account Number

Authorization

I hereby authorize Stephens-Matthews Marketing, Inc. to initiate credit entries and, if necessary, adjustments for any credit entries made in error to the checking or savings account indicated above, hereinafter called depository.

Agent Signature: _____ Date: _____

Please submit an updated authorization any time you change depositories.

**Commission statements will be available on the
Stephens-Matthews website
www.stephens-matthews.com**

****This form is only needed if you are assigning commissions to either an agency, or to someone other than yourself****



To: Stephens-Matthews Marketing, and/or any other affiliated company (collectively, “the company”).

If and when I am owed compensation because I have sold or secured the sale of an insurance product of the Company or for any other reason, I (the undersigned “Assignor”) do not wish to receive that compensation, but instead assign it to, and direct the Company to pay it to, the person or entity I have written below as Assignee per my instructions below:

Assignee Name (person/entity to be paid)

Social Security/tax ID Number

SIGN HERE

Assignor Signature

Date Signed

Assignor Print Name

Social Security/Tax ID Number

Stephens-Matthews Marketing, Inc. P.O. Box 1208, Beverly, OH 45715 800-544-8250

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.