



PRODUCER CONTRACTING

Thank you for your interest in LifeSecure. Enclosed, you will find the materials needed to process your application for appointment with LifeSecure.

What to return to LeClair Group

Please read, complete and sign the following pages and return to LeClair Group:

1. Complete, sign and date the LifeSecure agent appointment application.
2. Include distribution partner hierarchy form.
3. Complete, sign and date selling agreement.
4. Complete, sign and date direct deposit authorization form.
5. Include a void check or savings account deposit slip.
6. Complete, sign and date a personal IRS W9 form
7. Complete, sign and date the assignment of commissions form.
8. Include a copy of your license for the state(s) in which you are applying.
9. Include a copy of your LTC training (initial and current) and/or LTC Partnership training (as required by state).
10. Include the exhibit 3 commission schedule.

If you have any questions regarding the appointment process, or how to fill out the paperwork, please contact LeClair Group's Sales Desk.

We look forward to doing business with you!

LeClair Group Sales Desk
877.LeClair (877.532.5247)

LeClair Group Licensing
Licensing@LeClairGroup.com
Fax: 651.739.3265

LeClair Group
Attn: Licensing Department
6701 Upper Afton Road
St. Paul, MN 55125



AGENT APPOINTMENT APPLICATION

Select the LifeSecure Product(s) you plan to sell: Long Term Care Hospital Recovery Personal Accident

Do you have a Multi-Life/Group Case to submit? YES NO

PLEASE NOTE: ALL Agent Appointment Applications will be processed as a Quick Appoint (QA) UNLESS you are submitting a Multi-Life Case or are a resident of PA. This means full appointment paperwork is not needed now, just this application and a copy of your active licenses and proof of LTC training, if selling LTC, for each state.

QA ONLY

- I am requesting access to the LifeSecure Agent Portal and the electronic application and understand this access is limited to **180** days if business is not submitted.
- I will submit to LifeSecure the FULL agent appointment paperwork **immediately** upon submission of an insurance application to comply with state regulations.
- I understand if my full appointment is not complete and submitted to LifeSecure within **10** days of submitting an insurance application my commission payment will be **delayed or re-assigned** until I am fully appointed.

APPLICANT INFORMATION

Last Name	First	Middle	Prefix	Designations
-----------	-------	--------	--------	--------------

Date of Birth	SS#
---------------	-----

Agency/MGA Affiliation

Agency Name: _____ LifeSecure #: _____

Business Address

City, State, Zip

Business Phone Number

Business E-mail Address

Home Address (No PO Boxes)

City, State, Zip

Home Phone Number

Personal E-mail Address

Preferred Mailing Address: Business Home Other _____

Preferred E-mail Address: Business Home Other _____

Residence Addresses for Past 10 Years (Required)

Street	City	State	Zip
--------	------	-------	-----

Street	City	State	Zip
--------	------	-------	-----

Street	City	State	Zip
--------	------	-------	-----

LICENSING INFORMATION

Please attach copies of active licenses for each state you are requesting appointment.

Resident State: _____ Additional States: _____

For Agents selling LTC only:

Have you completed a state-required LTC Continuing Education Course and Partnership training (if required by the State to sell LTC) Yes No

If yes, please attach the certification for the LTC course. If LTC Training is required by the state in which you plan to sell, LifeSecure must have a copy on file prior to selling LTC. We REQUIRE proof of both the Initial training course (complete with course title and hours taken) and proof of the follow up training, if applicable.

GENERAL INFORMATION

1. Have you ever had your insurance license suspended or revoked? No Yes (provide details below)
2. Has any state ever taken any disciplinary action against you? No Yes (provide details below)
3. Have you ever been charged, convicted or pled no contest to a crime (other than a traffic violation)?
(Not applicable to residents of Newark, New Jersey) No Yes (provide details below)

Please provide details below, if you answered yes to any of the above general information questions. Use additional sheet(s) of paper if necessary.

State: _____ Date: _____

I certify that the statements made in this application are true and correct to the best of my knowledge and understand that falsification or omission of this information could result in termination of my appointment. Permission is hereby granted to obtain verification of the statements made herein, request a personal investigative report, access any and all public information, and to obtain references from any of the names listed above. I authorize the references listed herein to release any and all information concerning my previous employment and any pertinent information they may have, personal or otherwise, and release all parties from all liability for any damage that may result from furnishing same.

I understand that an investigative report may be generated on me now, or at any time during my association with LifeSecure Insurance Company, that may include information as to my character, general reputation, personal characteristics, or mode of living, work habits, performance of experience, along with reasons for termination of past employment/professional license or credentials, financial/credit history, or criminal or civil record history. According to the Fair Credit Reporting Act (FCRA, Public Law 91-508, Title VI), I am entitled to know if the considerations for which I am applying are denied because of information obtained from a consumer reporting agency. If so, I will be notified and be given the name of the agency providing that report.

I acknowledge that a facsimile (FAX) or copy of this release shall be as valid as the original. This release is valid for most federal, state and county agencies including the Minnesota Department of Labor.

I understand that if I am a resident of **Minnesota/Oklahoma (only)**, I may obtain a copy of the report ordered and now indicate my desire to do so by checking this box

I hereby authorize without reservation, any financial institution, law enforcement agency, information service bureau, school, employer or insurance company contacted by General Information Services (GIS) to furnish information above.

Upon proper identification, I have the right to make a request to GIS, within a reasonable period of time, as to the nature and substance of all information in its files on me at the time of my request, including the sources of the information and the recipient of any reports on me that GIS has previously furnished within the two year period preceding my request. Communications with GIS will be directed to P.O. Box 353, Chapin, SC 29036 or (866) 265-4917.

I agree not to disclose during or after my contracted service to anyone outside LifeSecure Insurance and Subsidiaries (hereinafter referred to as the "Company"), except with the Company's prior written permission, any trade secrets, invention, work of authorship, proprietary information, or proprietary thing that is related in any manner to any actual or anticipated business research, development, product, device, activity, concept or design of the Company that I learn of as a result of being appointed with the Company. I agree not to solicit any business for the Company before written authorization has been received from the Company and/or any required governmental agency.

This application is not a contract and cannot create a contract. If appointed by the Company, I agree to abide by its rules, regulations, and any agreement provided by the Company.

CALIFORNIA RESIDENTS ONLY

You have a right to obtain a copy of any consumer report or investigative consumer report obtained by General Information Services, Inc. (GIS) on behalf of LifeSecure Insurance Company by checking the box provided below. The report will be provided to you within three (3) business days after LifeSecure receives the requested reports related to the matter investigated.

I request to receive a free copy of this report by checking this box.

Under section 1786.22 of the California Civil Code, you may view the file maintained on you by GIS during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services, by appearing at GIS in person or by mail. You may also receive a summary of the file by telephone. The agency is required to have personnel available to explain your file to you and the agency must explain to you any coded information appearing in your file. If you appear in person, a person of your choice may accompany you, provided that this person furnishes proper identification.

Applicant's Signature

Date

Fair Credit Reporting Act Notice:

In accordance with the Fair Credit Reporting Act (FCRA, Public Law 91-508, Title VI), this information may only be used to verify a statement(s) made by an individual in connection with legitimate business needs. The depth of information available varies from state to state. Status of updates are available on request. Although every effort has been made to assure accuracy, General Information Services, Inc. cannot act as guarantor of information accuracy or completeness. Final verification of an individual's identity and proper use of report contents are the user's responsibility. General Information Services, Inc.'s policy requires purchasers of these reports to have signed a Service Agreement. This assures General Information Services, Inc. that users are familiar with and will abide by their obligations, as stated in the FCRA, to the individuals named in these reports. If information contained in this report is responsible for the suspension or termination of an employee or the application process, have the Candidate/employee contact General Information Services, Inc.



HIERARCHY FORM

To ensure that commissions are paid accurately, please complete the hierarchy information below. Anyone listed on this hierarchy form to receive compensation must be appointed with LifeSecure Insurance Company. You only need to complete the section(s) that apply to you (i.e. MGA, Admin, etc.). Commission Reference numbers are listed on our commission schedules. If you have questions, please contact your LifeSecure Regional Sales Consultant for assistance. If you plan to write LTC, we will need a copy of your LTC training (initial and current).

Form Completed By: _____

Effective Date: _____

AGENT NAME: _____

PACKAGE #: _____

Hierarchy (fill in all applicable levels/fields)	INSTRUCTIONS					
	1. Check the box of the product(s) that the agent will be selling 2. Provide the commission reference number for each hierarchy level per product selected (i.e. HR 05.1.10 HL.G or AC 05.1.10 PL.G or 35.1.03 LT.1)					
	Long Term Care (Individual) <input type="checkbox"/>	Long Term Care (Multi-life) <input type="checkbox"/>	Hospital Recovery (Individual) <input type="checkbox"/>	Hospital Recovery (Group) <input type="checkbox"/>	Accident (Individual) <input type="checkbox"/>	Accident (Group) <input type="checkbox"/>
MGA: _____ LifeSecure ID: _____						
Admin: _____ LifeSecure ID: _____						
Writing Agency: _____ LifeSecure ID: _____						
Writing Agent: _____ LifeSecure ID: _____						

LifeSecure signatures required for deviations to the Commission Selection & Approval Process:

Senior Director of Sales, LifeSecure _____

Effective Date: _____

VP & CFO, LifeSecure _____

Effective Date: _____



LIFESECURE INSURANCE COMPANY
10559 Citation Dr., Suite 300, Brighton, Michigan 48116

SELLING AGENT AGREEMENT

Agent: _____

Effective Date: _____

Address: _____

This Selling Agent Agreement ("**Agreement**"), is effective as of the date shown above, between **LifeSecure Insurance Company**, a Michigan insurance corporation having its principal place of business at 10559 Citation Drive, Suite 300, Brighton Michigan 48116 ("**Company**"); and the Agent/company ("**Agent**") shown above, licensed and appointed in the State(s) identified in Exhibit 2 (collectively, the ("**State**") by the appropriate State insurance authority(ies) (collectively, the "**Insurance Authority**") as a life/health/disability insurance agent.

Whereas the Agent desires to sell the Company's insurance policies ("**Policies**"), and the Company agrees to appoint the Agent who is in good standing with the Insurance Authority to sell its Policies, the parties agree as follows:

I. DEFINITIONS

- 1.1 Agent** means the party contracting with the Company under this Agreement who has been: (i) appropriately licensed by the State Insurance Authority, the applicable regulatory agency; and (ii) appointed by the Company to sell insurance policies.
- 1.2 Company** is LifeSecure Insurance Company. The Company underwrites and issues Policies to individuals.
- 1.3 Policies** are defined as insurance policies offered by the Company for sale in the State(s).
- 1.4 Applicant** means any individual that submits an application for insurance with the Company for benefits covered by Policies.

II. TERM

The term of this Agreement is one year from the date of signature, and this Agreement will automatically renew for each successive year term until terminated per Section XVII of this Agreement. Nothing contained herein shall require the Company to renew the Agent's appointment with the Company.

III. APPOINTMENT

- 3.1** The Company hereby authorizes the Agent to solicit applications and otherwise perform the function of an agent for issuance of Policies, subject to the terms and conditions of this Agreement. This appointment shall be effective upon execution of this Agreement.
- 3.2** The Agent agrees that the Company has no obligation to renew or reappoint the Agent as its agent with the Insurance Authority.

IV. SCOPE OF AUTHORITY

The Agent is only authorized to solicit, procure, negotiate, deliver, renew, or continue Policies on the Company's behalf per the terms of this agreement.

V. AGENT'S RESPONSIBILITIES/OBLIGATIONS

- 5.1** The Agent has the responsibility and agrees to:
 - obtain from each Applicant a fully completed application,
 - to accurately reflect all of the information obtained from the Applicant,
 - collect and immediately forward any premium and the application to the Company
 - provide required copies to the applicant and submit all required documents and disclosures as required by Company procedures, federal or state law and regulations.
 - agree to not alter or modify any material(s) without prior written approval of the Company.

- 5.2 The Agent shall inform each Applicant that in the event the application is not approved, the Company will refund to each Applicant any full or partial premium paid.
- 5.3 The Agent shall inform each Applicant that approval of an application and issuance of a Policy by the Company is contingent upon satisfaction of the requirements of the Company's underwriting guidelines and procedures.
- 5.4 The Agent agrees that it shall only provide a summary of tax-related issues prepared by the Company arising from Policies. The Agent shall not provide any additional information relating to explanations of tax consequences of Policies to Applicants unless the Agent obtains prior approval of the Company.
- 5.5 The Agent shall be responsible for all money and documents received or collected on behalf of the Company or entrusted to the Agent by the Company. This responsibility shall include, but is not limited to, the loss by accident, theft or other perils of money or items of value belonging to the Company or Applicant and directly or indirectly coming into the Agent's control. All money or items of value received or collected on behalf of the Company under this Agreement are and shall remain the property of the Company, and nothing contained herein shall be construed to give the Agent any interest, ownership, or proprietary interest or control over funds Agent receives or collects on behalf of the Company.
- 5.6 The Agent agrees to submit to the Company reports at such time and on such forms as are or may be required by the Company relating to matters covered in, related to, or arising out of this Agreement.
- 5.7 The Agent agrees to attend the Company's agent training workshops as may be deemed appropriate or required by the Company. The Agent certifies Agent's full understanding and preparation to present the Policies completely and accurately.
- 5.8 The Agent shall comply with all applicable federal and state laws and regulations regarding unfair trade practices, twisting, rebating, and dividing or attempting to divide commissions. The Agent further agrees to abide by all other applicable laws, regulations, Company guidelines and procedure manuals, including but not limited to:
 - Agent Code of Ethics/Compliance Manual
 - The Business Associate Addendum attached hereto as Exhibit 1 as required by the Health Insurance Portability and Accountability Act of 1996, as amended, and the Company Privacy procedures to comply with the Graham-Leach-Bliley Act of 1999 (GLB).
 - Advertising procedures and guidelines
 - Record Retention
 - Fair Competition laws and regulations
 - Any applicable Replacement regulations
 - Suitability Standards
 - Complaint handling procedures
- 5.9 The Agent shall immediately report to the Company, in writing, any known violations of federal or state laws by the Agent or its employees relating to matters covered by, related to, or arising out of this Agreement.
- 5.10 The Agent agrees that it shall pay all expenses incurred by them in the performance of this Agreement.

VI. LIMITATIONS OF AGENT AUTHORITY

- 6.1 The Agent is prohibited from incurring any indebtedness on behalf of the Company for any purpose whatsoever, without first obtaining the written consent of the Company.
- 6.2 The Agent has no authority to alter, modify, waive, or change any of the terms, rates, or conditions of any of the Policies, to omit any information requested on the applicable application form or to otherwise alter such application form, to make rate guarantees or service guarantees, to bind coverage outside the conditional receipts process, to extend the time for payment of premiums, to endorse checks payable to the Company, or to collect or receive any money or funds on behalf of the Company, including premiums other than the initial premium.
- 6.3 The Agent agrees to abide by all applicable laws, rules, regulations, agreements, instructions, or policies and procedures of the Company, the State, including the Insurance Authority, and the U.S. Government, now in force and such as may be hereafter adopted. Violation of this provision or this Agreement shall constitute an unauthorized act for which the Agent shall indemnify and hold harmless the Company, its subsidiaries and/or affiliates, directors, officers, and employees in accordance with Section VII of this Agreement.

- 6.4 The Agent has no authority to make and shall not make any agreement on behalf of the Company rendering or purporting to render the Company liable for commissions, fees, benefits, or other remuneration to any other person.
- 6.5 The Agent may not assign this Agreement or appoint subagents under this Agreement. Agent will exercise all authority conferred herein personally.

VII. INDEMNITY

The Agent agrees to defend, indemnify, and hold harmless the Company, its subsidiaries and affiliates, and the Directors, Officers, employees, successors, and assigns of the Company and of the Company's subsidiaries and affiliates from any and all claims, lawsuits, administrative actions, settlements, judgments, costs, interest, and penalties, expenses, and taxes, including but not limited to attorney's fees and court costs, brought against the Company or the Agent, resulting from, or arising directly or indirectly out of or in connection with, any action or lack of action by the Agent.

Company agrees to defend, indemnify, and hold harmless the Agent, and assigns of the Agent from any and all claims, lawsuits, administrative actions, settlements, judgments, costs, interest, and penalties, expenses, and taxes, including but not limited to attorney's fees and court costs, brought against the Agent, resulting from, or arising directly or indirectly out of or in connection with, any action or lack of action by the Company.

VIII. RELATIONSHIP

It is the intent of the parties hereto that the Agent is not, and shall not be considered, an employee, partner, or joint venturer of the Company for any purpose. The Agent is acting as an independent contractor and nothing contained herein shall be construed to create the relationship of employer and employee between the Agent and the Company.

IX. LICENSE, TAXES, INSURANCE

- 9.1 The Agent and its representatives shall obtain and maintain a valid agent's license(s) as required by applicable law, regulations, and policies, including compliance with any continuing education requirements. The Agent shall forward upon request to the Company copies of all required licenses and where applicable evidence of having fulfilled all educational requirements. The Agent shall also notify the Company, in writing, of any changes in such licensure status immediately upon receiving notice of such change.
- 9.2 The Agent shall pay all income, self-employment, unemployment and privilege taxes and all other taxes, assessments, levies, licensing fees required for Agent's business.
- 9.3 The Agent agrees not to solicit sales of any insurance policies of the Company in any state or jurisdiction other than the State(s) authorized by the Company.
- 9.4 The Agent agrees that it shall take no action contrary to any federal or state regulatory requirement that might directly or indirectly subject the Company to regulatory actions or expenses.
- 9.5 Agent agrees to hold and maintain at all times Errors and Omissions coverage as will adequately protect the Company from any liability resulting from the acts, conduct, or lack of acts or conduct of the Agent and its representatives. In no event will the Agent maintain less than \$250,000 Errors and Omissions coverage. The Agent shall provide the Company, upon request, with evidence of Errors and Omissions coverage. If at any time the Agent's Error and Omissions coverage is subject to a material change, the Agent shall promptly inform the Company of this change in writing.

X. ADVERTISING AND MARKETING

- 10.1 The Company shall provide, the Agent with a supply of advertising materials describing the Policies as deemed reasonably necessary. For purposes of this section, advertising materials mean any and all advertising, promotional, or other materials that describe the Company, Policies, or both. The Agent may not alter or modify these advertising materials in any manner without obtaining the prior written approval of the Company.
- 10.2 The Agent shall not publish or cause to be published any advertisements, circulars or other materials referring, explicitly or implicitly, to the Company, or concerning the Company and/or any of the Company's Policies, or to imply the Company's support or non-support of any issue, without first securing the written approval of the Company. The Agent shall not make use of the Company' names and/or symbols in any advertisement or

other material without the express prior written consent of the Company.

- 10.3** The Agent shall only advertise or market information relating to Policies in accordance with federal and state laws and regulations and the Company's policies and procedures.
- 10.4** The Agent shall agree to adhere to standards of marketing conduct which go beyond minimum legal requirements and subscribe willingly to:
- Avoid all high pressure sales tactics;
 - Not misrepresent any policy benefit, condition or limitation;
 - Not replace or change any existing insurance plan unless it is clearly in the best interest of the client;
 - Practice strict adherence to ethical insurance sales practices during prospecting and presenting policies;
 - Avoid participation in any conduct that would bring dishonor upon either the Agent's profession or the Company;
 - Faithfully provide service after the sale

XI. RECORDS AND CONFIDENTIALITY

- 11.1** The Agent shall maintain accurate records of transactions relating to Policies on behalf of the Company in a manner satisfactory to the Company.
- 11.2** The Agent shall not disclose any confidential information acquired through this Agreement regarding the Company and its business methods and policies. Violation of this provision will result in liability to the Company as described in Section VII of this Agreement. The Company shall not disclose any confidential information acquired through this Agreement regarding the Agent and its business methods and policies. Violation of this provision will result in liability to the Agent as described in Section VII of this Agreement.
- 11.3** The Agent shall maintain the confidentiality of any documents relating to Policies in accordance with applicable federal law, including but not limited to the Standard for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 ("Privacy Standards"), and the Gramm-Leach-Bliley Act of 1999, as well as any applicable state laws or regulations.
- 11.4** The Agent shall have readily available records of policies to enable policyholders and Insurance Authority(ies) to access information as they may deem necessary and are entitled under federal and state laws.
- 11.5** The Company shall have the right to audit all records of any kind directly or indirectly related to the Agent's duties under this Agreement. The Agent shall fully cooperate with any such audits, making available and causing others to make available records, books, computer stored or generated information, or any other documents requested by the Company. Such audit will be at such reasonable time and place as agreed upon by the parties. The Agent agrees to reimburse the Company for the expense of any audit arising out of actions taken by the Agent or its representatives.
- 11.6** The Agent agrees that all printed matter, applications, sales literature, and other written material which the Company may furnish shall remain the property of the Company, subject at all times to their control, to be returned by the Agent upon request or termination of this Agreement.

XII. TERRITORY

The territory covered by this Agreement is the State(s) authorized by the Company. The territory is not assigned exclusively to the Agent.

XIII. ENTIRE CONTRACT

This Agreement, any attached addenda, amendments and supplements and all referenced schedules and plans constitute the entire agreement between the parties hereto, provided, however, that anything not specifically set forth herein will be subject to the rules and regulations of the Company as such are issued from time to time. Any prior agreements, promises, negotiations or representations, either verbal or written, relating to the subject matter of this Agreement and not expressly set forth in this Agreement are of no force or effect. No amendments shall be effective unless in writing.

XIV. FORFEITURE

- 14.1** Upon termination of this Agreement, in accordance with Section 17.2 through 17.4, the Company shall be no longer liable to the Agent for certain commissions, service fees, and/or renewal commissions as set forth in Exhibit 3 attached hereto.

- 14.2** The Agent further agrees that fraud, malfeasance, misappropriations, or withholding of funds by the Agent or its representatives or the willful neglect of any duty or obligation hereunder, or retaining of policies or other property of the Company after demand for same shall have been made by the Company or its authorized representative, shall result in the forfeiture of any and all commissions, service fees, and/or renewal commissions of every kind that the Agent might otherwise have acquired or have earned under any and all contracts with the Company.
- 14.3** The Agent further agrees that any failure by the Agent or its representatives to fully comply with the terms and conditions of this Agreement, The Company regulations or guidelines, or to comply with applicable State law, Insurance Authority regulations, or federal law with respect to an application, will result in a complete forfeiture of commissions, service fees, and/or renewal commissions that are associated with that application or applicant.

XV. ASSIGNMENT

Any assignment by the Agent of any rights or duties or any commissions or any other funds, or any portion thereof, due or to become due to the Agent hereunder shall not be valid unless specifically authorized in advance in writing by a duly authorized representative of the Company. The Company will not honor any unauthorized assignment and such unauthorized assignment shall be void and of no effect. Any assignment so authorized shall be subject to any and all indebtedness of the Agent to the Company then or thereafter existing.

XVI. COMPENSATION

- 16.1** The Agent will receive a commission according to the commission schedule set forth in Exhibit 3 attached hereto.
- 16.2** The Company shall have a prior lien on any and all sums of money due or to become due to the Agent under this Agreement. In the event the Agent owes the Company or its subsidiaries money for any reason, the Company is released of any obligation to pay the Agent commissions. The Agent also agrees that the Company, in its sole discretion, may offset any indebtedness, obligation, or liability of the Agent against such sums of money the amount of any such indebtedness, obligation, or liability. In the event the Company is required to pursue collection procedures in order to collect any indebtedness, the Agent agrees to be liable for any and all expenses of the Company so incurred. Upon satisfaction of outstanding amounts, the Company will pay the Agent commissions as are then due.
- 16.3** In the event the Company, whether during the continuance or after termination of this Agreement, returns the premium paid on any policy, the Agent agrees to repay the Company upon demand the amount of commission earned on returned premiums or premium equivalents.
- 16.4** Except for clerical errors and/or undisclosed material facts, the regular commission statement the Company issues to the Agent shall be deemed to be an accurate and complete record accepted by and satisfactory to the Agent of:
- 16.4.1** All the commissions the Company owes the Agent, and
- 16.4.2** All commission accounts between the Agent and the Company purporting to be covered by that statement.
- 16.4.3** The only exceptions shall be in the case of a claim by the Agent to the contrary in writing and received at the Home Office of the Company within the time period set forth in Exhibit 3.

XVII. TERMINATION

- 17.1** This Agreement may be canceled by either party hereto, at any time, for any reason, by providing thirty (30) days written notice (180 days written notice to terminate an agent's Rhode Island appointment) to all parties to this agreement. No party shall have any claim against the other for any alleged loss of prospective profits or commissions or any damage alleged to be caused in the future of the business of any party by such termination.
- 17.2** This Agreement is subject to termination for cause upon 30 days written notice by the Company upon the occurrence of any of the following events and the failure to cure within 30 days of the notice where the Agent:
- 1.** Intentionally fails to comply with the terms of this Agreement;
 - 2.** Intentionally misrepresents or fails to disclose material information provided to the Company, including

- underwriting information on an application for insurance or reinstatement of a policy;
3. Intentionally misrepresents any of the Company policies or services;
 4. Knowingly and unjustifiably withholds any policies, receipts, documents, correspondence, or any other information that rightfully should have been transmitted to the Company or policyholders;
 5. Knowingly and unjustifiably withholds any funds, including premiums and commission payable to the Company or others;
 6. Knowingly and deliberately uses, without prior written the Company approval, advertising or sales materials which refer to the Company, its policies or officers;
 7. Embarks on a deliberate course of action to initiate the replacement (lapse or surrender) of the Company's business on a wholesale basis;
 8. Commits or attempts to commit fraud against the Company or its policyholders;
 9. Is convicted of a felony or has its insurance license revoked or other punitive action is taken against it by any state or other jurisdiction as a result of a criminal act by the Agent;
 10. Fails to pay on demand any money due and owing the Company after receiving a written request for payment setting out the basis therefore and providing for a commercially reasonable period of time to make payment;
 11. Fails to promptly return any physical property belonging to the Company when requested to do so;
 12. Knowingly engages in any act of bad faith against the Company, its policyholders, or its producers;
 13. Suggests or encourages, directly or indirectly, the Company employees or producers to discontinue their association with the Company.
- 17.3 This Agreement shall immediately and automatically terminate if at any time the license granted to the Agent from the State(s) is suspended or revoked, as of the date such license is suspended or revoked.
- 17.4 This Agreement may be cancelled by the Company without prior notice if the Company, in its sole discretion, determines that the Agent has breached any material term or condition of this Agreement. Unauthorized use of the Company names and/or symbols is a material breach of this Agreement.
- 17.5 Upon termination of this Agreement, all books, supplies, documents, and other materials, including but without limitation, those containing the records of the business of the Company shall be immediately delivered to the Company upon demand. Additionally, the Agent shall allow the Company full liberty to audit, inspect, copy, and to take notes of all information as to the business of the Company which is contained in any books or documents which belong to the Agent and the Agent (if applicable) will make available any documents that belong to the Agent's Agency.
- 17.6 Upon termination of this Agreement, commission(s) will be paid by the Company on all policies issued prior to the date of termination. This includes any applications submitted that are signed by the Agent prior to the effective date of termination for policies issued after the date of termination.
- 17.7 Upon termination of this Agreement, the Company will terminate the Agent's appointment and send notification of such termination to the Agent.

XVIII. SETTLEMENT OF DISPUTES

- 18.1 If a controversy should arise out of this Agreement or the claimed breach thereof, the parties will attempt to resolve this matter. In the event that the parties are unable to resolve the dispute through informal discussion, they will participate in mediation in a mutually agreeable form and format. In the event that the dispute is not resolved through mediation, the parties will submit the dispute to arbitration and attempt to agree upon rules and procedures for the arbitration. If the parties are unable to agree upon such rules and procedures, the arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered into any court having jurisdiction thereof. Venue shall lie in Livingston County, Michigan.
- 18.2 The Agent shall fully cooperate with the Company in any investigation or proceeding of any regulatory or governmental body, or court of competent jurisdiction, if it is determined by the Company that the investigation or proceeding affects matters covered by, related to, or arising out of this Agreement.

XIX. GENERAL PROVISIONS

19.1 Waiver.

The failure by any party at any time to enforce or to require the strict adherence to any provision of this Agreement shall not be deemed to be a waiver of such provision or any other provision of this Agreement.

19.2 Severability.

In the event any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and all other provisions shall remain in full force and effect.

19.3 Survival.

Any provision of this Agreement which requires or reasonably contemplates the performance of an obligation(s) by any party after the termination of this Agreement shall survive such termination unless otherwise specifically provided herein. Provisions which survive the termination of this Agreement include, but are not limited to, Sections VII, XI, XVI, XVII, XVIII, and Exhibit 1 – the Business Associate Addendum.

19.4 Amendment.

This Agreement may be supplemented, modified or amended by the Company at any time by giving the Agent at least 30 days prior written notice of the effective date of each such change; however, if the Agent notifies the Company in writing prior to the effective date that any or all such changes are unacceptable to the Agent, then notwithstanding any other provision of this Agreement, such change(s) shall not become effective and this Agreement shall terminate on said effective date, unless the parties agree otherwise in writing. This Agreement may also be supplemented, modified or amended by written instrument signed by each party that reflects the mutual consent of the parties hereto to amend.

19.5 Governing Law.

This Agreement and the rights of the parties hereunder shall be governed by the laws of the state of Michigan without giving effect to conflicts of law.

19.6 Attorneys Fees.

In the event that a party hereto files a law suit against the other party relating to this Agreement, the prevailing party will be entitled to recover all costs and reasonable attorneys' fees.

19.7 Headings.

All headings used in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

19.8 Notices.

Any notice, amendment, or consent required or permitted under this Agreement shall be in writing and transmitted to the recipient by either (i) courier delivery; (ii) Federal Express or similar overnight courier delivery; or (iii) U.S. mail. All notices are to be courier delivered or mailed to the addresses and persons identified on page one (1) of this Agreement, or to such other address as shall be furnished in writing by either party to the other. Notices or communications shall be deemed given upon the date of (a) courier or Federal Express delivery, or (b) in the case of transmittal by U.S. mail, three days after the date the letter is mailed.

IN WITNESS WHEREOF, each of the parties to this Agreement, personally or through their duly authorized representative, hereby acknowledges that he, she, or it has read and understood this Agreement and agrees to be bound by its terms.

AGENT

By: _____
(Signature)

Date

Name: _____
(Type or print name)

LifeSecure Agent ID: _____

LIFESECURE INSURANCE COMPANY

By: _____
(Signature)

Date

Name: Tiffany A. Albert
(Type or print name)

Title: President & CEO



Exhibit 1: Business Associate Addendum

This Business Associate Addendum ("Addendum") is effective upon execution and is made a part of that Selling Agent Agreement ("Agreement") between LifeSecure Insurance Company ("Company"), and "Agent". All capitalized terms in this Addendum that are not defined by this Addendum will have the meaning ascribed to those terms by 45 Code of Federal Regulations Parts 160-64, as may be amended from time to time.

1.1: Applicable Law and Policy.

- a. Agent acknowledges that if it performs services or assists the Company in the performance of a function or service that involves the use or disclosure of Protected Health Information ("PHI"), then the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and stricter state and federal laws, as applicable, require that the PHI be protected from inappropriate uses or disclosures.
- b. Agent acknowledges that under §13404 of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") (42 U.S.C. §17934), Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub. L. 111-5)), its use and disclosure of PHI must be in compliance with the terms of this Addendum and 45 C.F.R. §164.504(e). Agent agrees that the additional requirements of the HITECH Act relating to privacy that are applicable with respect to covered entities are applicable to Agent and are incorporated into this Addendum.
- c. Capitalized terms not otherwise defined shall have the meaning as set forth in HIPAA or the HITECH Act.

1.2: Use and Disclosure of PHI.

- a. PHI, in electronic form or otherwise, may be used or disclosed only when required by law or as necessary to enable Agent to satisfy the obligations and to perform the functions, activities, services and operations required the Agent Agreement entered into by the Company and Agent. Agent shall not and shall ensure that its directors, officers, employees, contractors and agents, do not, use PHI received from the Company in any manner that would constitute a violation of applicable law.
- b. Agent shall not and shall ensure that its directors, officers, employees, contractors, and agents do not disclose PHI received from the Company in any manner that would constitute a violation of applicable law if disclosed by the Company. Agent may disclose PHI (a) as permitted and pursuant to the requirements of this Addendum or (b) as required by law.
- c. To the extent Agent discloses PHI to a third party, Agent must obtain, prior to making any such disclosure:
 1. Reasonable assurances evidenced by written contract from such third party that PHI will be held confidential and safeguarded consistent with the terms of this Addendum, and only used or further disclosed for the purpose for which Agent disclosed it to the third party or as required by law; and
 2. An agreement from such third party to immediately notify Agent (who will in turn notify the Company in accordance with Section 1.4 of this Addendum) of any:
 - a. Unauthorized access, use or disclosure of PHI;
 - b. Security Incident as defined in 45 C.F.R. §164.304 and further explained in Section 1.4.b of this Addendum; and
 - c. Breaches of the confidentiality of the PHI, as Breach is defined by §13400(1)(A) (42 U.S.C. §17921(1)(A)) of the HITECH Act, to the extent such third party has discovered such unauthorized access, use or disclosure of PHI, Security Incident or Breach.
 - d. Agent shall utilize a Limited Data Set, if practicable, for all uses, disclosures or requests of PHI. Otherwise, any uses or disclosures of PHI shall be limited to the "Minimum Necessary," as defined in 45 C.F.R. §514(d) and pursuant to the requirements set forth in the HITECH Act at

§13405(b). Agent acknowledges its obligation under §13405(b)(2) (42 U.S.C. §17935(b)(2)) of the HITECH Act to determine what constitutes the minimum necessary to accomplish the intended purposes of any disclosure of PHI.

1.3: Safeguards Against Misuse of Information.

- a. Agent agrees that it will implement all appropriate safeguards to prevent the access, use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum. Such safeguards include administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Company as required by 45 CFR Part 160 and Subparts A and C of Part 164 ("Security Rule"). In addition, Agent shall implement the Security Rule requirements set forth in 45 C.F.R. §§164.308, 164.310, 164.312, and 164.316 and acknowledges that these requirements shall apply to Agent in the same manner as they apply to the Company.
- b. Agent will require any of its subcontractors and agents, to which Agent is permitted by this Addendum or in writing by the Company to disclose PHI, to provide reasonable assurance as evidenced by written contract that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to PHI that are applicable to Agent under this Addendum, including but not limited to the provisions set forth in Section 1.2.c.

1.4: Reporting of Disclosures of PHI, Breaches & Security Incidents.

- a. Agent shall, within five (5) business days of becoming aware of: (a) a Security Incident (as defined in 45 C.F.R. §164.304 and further explained below), (b) the Breach of unsecured PHI (as defined in §13402(h) of the HITECH Act), or (c) an access, use or disclosure of PHI in violation of this Addendum by Agent, its officers, directors, employees, contractors, or agents, or by a third party to which Agent disclosed PHI pursuant to Section 1.2 of this Addendum, report any such disclosure to the Company.
- b. The HIPAA Security Rule defines a "Security Incident" as an attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system, involving PHI that is created, received, maintained or transmitted by or on behalf of the Company in electronic form (45 C.F.R. §164.304). Agent shall also notify the Company of attempts to bypass Agent's electronic security mechanisms.
 - 1. Both parties recognize, however, that the significant number of meaningless attempts to, without authorization, access, use, disclose, modify or destroy PHI in Agent's information systems could make a real-time reporting requirement formidable for both parties. Both parties believe that the Security Rule notice requirements are met by instituting a process by which:
 - a. Agent discloses to the Company the rate and types of attempted incidents that are occurring at the time this Addendum is signed;
 - b. Agent monitors the rate and nature of such attempts over time; and
 - c. Agent reports to the Company any substantive changes to the rate or nature of such attempts that could adversely affect the Company directly or indirectly.
 - 2. The following are illustrative of unsuccessful security incidents when they do not result in unauthorized access, use, disclosure, modification, or destruction of PHI or interference with an information system:
 - a. Pings on a firewall;
 - b. Port scans;
 - c. Attempts to log on to a system or enter a database with an invalid password or username; and
 - d. Malware (e.g., worms, viruses).
 - 3. If Agent observes through ongoing monitoring successful Security Incidents that extend beyond these routine, unsuccessful attempts in such a way that they could impact the Confidentiality, Integrity or Availability of PHI, Agent agrees to promptly notify the Company.
- c. If Agent is required to report (a) a Security Incident, (b) a data Breach, or (c) any other non-permitted access, use or disclosure of PHI, such report must be sent to the Company HIPAA Privacy and Security Official and

include at a minimum:

1. The date and time the event occurred and the date it was discovered;
 2. A complete description of the PHI accessed, used or disclosed;
 3. A complete description of the event, its cause, and the effect it had on our systems and data. This should include the names of the affected systems, servers, programs, etc.;
 4. Contact information for communications regarding the event;
 5. A description of the initial mitigation steps taken to contain the event and an assessment of the level of compromise to our data incurred by Agent;
 6. A description of the plan to correct the compromises to our data and to prevent reoccurrences of the event in the future; and
 7. Such other information, including a written report, as the Company may reasonably request.
- d. Agent shall comply with applicable laws that require notification to individuals in the event of an unauthorized access to or release of personally-identifiable information ("PII") or PHI, as defined by applicable state or federal law, or other event requiring notification ("Notification Event"), whether such Notification Event was the responsibility of Agent or a third party to which Agent disclosed PII or PHI. When notification to individuals is required by law or determined by the Company, in its sole discretion, to be necessary under this Addendum, whether such Notification Event was the responsibility of Agent or a third party to which Agent disclosed PII or PHI, Agent shall coordinate with the Company to (a) investigate the Notification Event, (b) inform all affected individuals and (c) mitigate the Notification Event. At the Company's sole discretion, mitigation includes but is not limited to securing credit monitoring or protection services for affected individuals. Agent shall be responsible for any and all costs associated with responding to and mitigating such Notification Events, including but not limited to mailing costs, personnel costs, attorneys fees, credit monitoring costs, and other related expenses or costs. Notwithstanding any limitation of liability provided in this or any other agreements, including statements of work, between the parties, Agent agrees to indemnify, hold harmless, and defend the Company from and against any and all claims, damages, fines, costs or other related harm associated with Notification Events.
- e. Agent agrees to indemnify and hold the Company harmless from any and all liability, damages, costs (including reasonable attorney fees and costs) and expenses imposed upon or asserted against the Company arising out of any claims, demands, awards, settlements, fines or judgments relating to Agent's access, use or disclosure of PHI contrary to the provisions of this Addendum.

1.5: Agreements by Third Parties.

Agent shall enter into agreements with each of its agents or subcontractors that will have access to PHI that is received from, or created or received by Agent on behalf of, the Company pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms, and conditions that apply to Agent pursuant to this Addendum with respect to such PHI, including that such agent or subcontractor implement reasonable and appropriate safeguards to protect it as described in Section 1.3 above.

1.6: Access to Information.

- a. Within five (5) business days of a request by the Company for access to PHI about a member, Agent shall make available to the Company such PHI for so long as such information is maintained by Agent.
- b. In the event any individual requests access to PHI directly from Agent, Agent shall within two (2) business days forward such request to the Company. Any denials of access to the PHI requested shall be the responsibility of the Company.
- c. To the extent Agent maintains an Electronic Health Record, as that term is defined in §13400(5) (42 U.S.C. §17921(5)) of the HITECH Act, with respect to PHI of an individual, Agent agrees that the individual, and the Company on behalf of the individual, shall have a right to obtain a copy of such information in electronic format. Agent also agrees to transmit an electronic copy of Electronic Health Record information directly to a person or entity designated by the individual, or designated by the Company on behalf of the individual, provided the direction is clear, conspicuous and specific.

1.7: Availability of PHI for Amendment.

Within ten (10) business days of receipt of a request from the Company for the amendment of an individual's PHI, Agent shall provide such information to the Company for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526.

1.8: Accounting of Disclosures.

- a. Within ten (10) business days of notice by the Company to Agent that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Agent shall make available to the Company such information as is in Agent's possession and is required for the Company to make the accounting required by 45 C.F.R. §164.528.
- b. To the extent Agent maintains PHI as an Electronic Health Record, Agent acknowledges that the exception at 45 C.F.R. §164.528(a)(1)(i) not requiring disclosures for the purpose of carrying out Treatment, Payment, and Healthcare Operations is inapplicable and that these disclosures must be tracked for three years.
- c. For disclosures that it is required to track, at a minimum, Agent shall provide the Company with the following information:
 1. the date of the disclosure;
 2. the name of the entity or person who received the PHI, and if known, the address of such entity or person;
 3. a brief description of the PHI disclosed;
 4. a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure; and
 5. Agent further shall provide any additional information to the extent required by the HITECH Act and any accompanying regulations.
- d. In the event the request for an accounting is delivered directly to Agent, Agent shall within two (2) business days forward such request to the Company. It shall be the Company's responsibility to prepare and deliver any such accounting requested.
- e. Agent hereby agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

1.9: Restriction Agreements and Confidential Communications.

Agent shall comply with any agreement that the Company makes that either (a) restricts use or disclosure of PHI pursuant to 45 C.F.R. §164.522(a) or (b) requires Confidential Communication about PHI pursuant to 45 C.F.R. §164.522(b), provided the Company notifies Agent of the restriction or Confidential Communication obligations. The Company shall promptly notify Agent in writing of the termination of any such restriction agreement or Confidential Communication requirement, and with respect to termination of such restriction agreement, instruct Agent whether any PHI will remain subject to the terms of the restriction agreement.

1.10: Restriction on Remuneration for EHR, PHI, and Marketing.

Agent shall not directly or indirectly receive remuneration in exchange for any PHI except as permitted by §13405(d) (42 U.S.C. §17935(d)) of the HITECH Act. In addition, Agent shall not directly or indirectly receive remuneration in connection with a communication to purchase or use a product except as permitted by §13406(a) (42 U.S.C. §17936(a)) of the HITECH Act.

1.11: Fundraising.

Agent shall not make any fundraising communication to a Company member.

1.12: Availability of Books and Records.

Agent hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Agent on behalf of, the Company available to the Secretary of the Department of Health and Human Services for purposes of determining the Company's and Agent's compliance with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 ("Privacy and Security Standards").

1.13: Termination and Return of Records.

- a. Upon termination of this Addendum, Agent shall, if feasible, return or destroy all PHI received from, or created or received by the Agent on behalf of, the Company that Agent still maintains in any form and retain no copies of such information.
 1. Agent will require any subcontractor or agent, to which Agent has disclosed PHI, to, if feasible, return such PHI to Agent (so that Agent may return it to the Company) or destroy all PHI in whatever form or medium received from Agent, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of the PHI, and certify to Agent that all such information has been returned or destroyed.
 2. Agent will complete these obligations as promptly as possible, but not later than forty-five (45) business days following the effective date of the termination or other conclusion of this Addendum.
- b. If such return or destruction of PHI by Agent or their subcontractor or agent is not feasible, Agent and their subcontractors and agents shall limit their further use or disclosure of such information to the purposes that make return or destruction of the PHI infeasible.
- c. Agent's obligation to protect the privacy and safeguard the security of PHI as specified in this Addendum will be continuous and survive termination or other conclusion of this Addendum or any other agreements, including statements of work, entered into between Agent and the Company.
- d. If the Company determines that Agent has violated the provisions of this Addendum, the Company may immediately terminate this Addendum and any other agreements, including statements of work, entered into between the parties that require Agent to access, use or disclose PHI.

1.14: Compliance with Transaction Standards.

- a. If Agent conducts in whole or part electronic Transactions on behalf of the Company for which Department of Health and Human Services (DHHS) has established Standards, Agent 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.
- b. Agent 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 on behalf of the Company that:
 1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
 2. Adds any data element or segment to the maximum defined data set;
 3. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
 4. Changes the meaning or intent of the Standard Transaction's implementation specification.

1.15: Amendment to Agreement.

Upon the effective date of any amendment to the Privacy Standards or the Security Rule or the effective date of any other final regulations with respect to PHI, this Addendum will automatically be amended so that the obligations they impose on Agent shall remain in compliance with such regulations.

1.16: Conflicts.

The terms and conditions of this Addendum supersede and override any other Health Insurance Portability and Accountability Act of 1996 (HIPAA) terms and conditions contained within any agreements entered into by the Company and Agent, including but not limited to, any agreements with its subsidiaries, affiliates, parent companies, officers, directors, employees, contractors, and/or agents.

1.17: Use of Neuter Pronoun.

The use of the neuter pronouns "it" and "its" shall also include the masculine and feminine form of such words, specifically "he," "she", "his," and "hers," as appropriate.



LIFESECURE INSURANCE COMPANY
Brighton, MI 48116

AUTHORIZATION FOR DIRECT DEPOSIT (ACH)

Please fill out this form if you are receiving commissions from LifeSecure. If you are assigning your commissions to your agency, please fill out the Assignment of Commissions form instead. Please note that LifeSecure pays commissions via direct deposit and does not issue paper checks. Also, please note that the end of the year 1099 statement will go to the Social Security Number or Tax Identification Number receiving the commissions, not necessarily the name on the below bank account.

_____ This is an: Agent Account Agency
Account/Name of Account Holder

Name of Financial Institution

Phone Number of Financial Institution

Account Information

Type of Account: Checking Savings

- - - - - - - -
Routing Number (9 digits)

- - - - - - - - - - - - - - -
Account Number (maximum of 17 digits)

* PLEASE provide a void check or savings account deposit slip with this authorization. (All commission payments are made via EFT, no paper checks are issued)

I hereby authorize all commissions or payments from LifeSecure Insurance Company (LifeSecure) to be directly deposited into the above named account. I understand this authorization will continue until such time as further written authorization is received by LifeSecure to change or discontinue.

I also understand that any monies directly deposited may not be posted to my account or be otherwise available until the next scheduled banking day after the scheduled pay date.

Signature of Account Holder

Date

Printed Name of Account Holder

Please return to agentsupport@yourlifesecond.com or fax to 810-220-4693

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* on page 1.

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

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

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

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

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

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

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

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

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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



ASSIGNMENT OF COMMISSIONS

For VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Assignor,

_____ hereby assigns to:
Assignor Name (Agent)

_____ TAX I.D. Number

_____ Assignee Address, City, State, Zip

(hereinafter called "Assignee"), all rights, title, and interest to commissions on all policies due or to become due, from LifeSecure Insurance Company, its subsidiaries, affiliates, or successors (hereinafter called the "Company") under the Assignee's Agency Agreement with the Company dated _____ provided, however, that such commissions shall be subject to all the terms and provisions of said contract including the right of the company to withhold and use such commissions to offset any indebtedness of the Assignor or Assignee of the Company.

Assignor hereby directs the Company to pay the aforesaid commissions to the Assignee, and releases the Company from any and all liability whatsoever to the Assignor by reason of payment of such commissions hereto. This assignment will become effective on the date accepted and approved by the Company.

Assignor hereby acknowledges that no other assignment or order exists in connection with the commissions described above. It is the responsibility of the assignee and assignor to determine when commissions will be paid between the two parties.

_____ Date

_____ Assignor Signature (Agent)

_____ S.S./Tax I.D. Number

_____ Assignor Name

ACCEPTANCE OF ASSIGNEE

Assignee hereby accepts assignments of the above-described commissions and agrees to be bound by the terms and conditions of the above-referenced contract as they affect the above-described commissions. By accepting this assignment, the Assignee agrees to accept the financial consequences and liabilities of all transactions generated by the Assignor – whether positive or negative. In some circumstances, the Assignee will receive a chargeback on a policy even though the original commission may not have been paid to the Assignee.

_____ Date

_____ Assignee Signature (Agency)

_____ S.S./Tax I.D. Number

_____ Assignee

CONSENT TO ASSIGNMENT

The Company hereby consents to the above assignment of commissions subject to the terms, provisions, and conditions stated or referred to herein, but assumes no responsibility or obligation as to the validity or sufficiency thereof.

LIFESECURE INSURANCE COMPANY

BY:

(Signature)

Date

NAME:

Tiffany A. Albert
(Type or Print)

TITLE:

President & CEO