

Agent Appointment and Contracting Information

For

MWG DENTAL and/or SPECTERA VISION

Underwritten by: **United Healthcare Insurance Company**

Marketed by **MorganWhiteGroup**

In order for you to market the “MWG DENTAL PLAN” and/or “SPECTERA VISION PLAN” and receive compensation, you must be appointed by United Healthcare Insurance Company and hold a current resident or non-resident license from the state in which you wish to write business.

The following items must be completed and returned:

- ☐ **Complete & Sign the United Healthcare Insurance Company Request for Appointment.**
- ☐ **Complete and sign the W-9 form.**
- ☐ **Complete & Sign Page 10 of the United Healthcare Insurance Company Agent/Agency Agreement.**
- ☐ **Sign Agent/Agency Commission Schedule.**
- ☐ **A copy of your current resident state insurance license and a copy of your current insurance license for any states in which you will present the products. Florida non – resident appointments must complete the Florida Non-Resident County Appointment Form.**
- ☐ **If your commission is payable to your agency, include a copy of your agency’s current insurance license for any states in which you will present the products.**
- ☐ **A copy of your current E&O insurance summary page.**

If you have questions or need assistance, please contact our office in Jackson, MS at 601-956-2028 or 800-800-1397 and speak with Mary Newman at ext. 131.

Please send all of these items to:

**Morgan-White Administrators, Inc
Attn: Mary Newman
P O Box 14067
Jackson, MS 39236-4067**

You may submit this paperwork along with your first application. Be sure to write your name and state license number (or social security number) on all applications you submit. Commissions cannot be paid on applications submitted without this information.

Instructions for Completing & Submitting the UnitedHealthcare Request for Appointment of Insurance Producer Form

UnitedHealthcare (UHC) requires that the Request for Appointment of Insurance Producer Form (RFA) be completed by all producers (individuals and business entities) seeking to sell UHC products. This form must be completed for the following categories of producers:

- ✓ Individual producer who has never been appointed by UHC
- ✓ Current UHC appointed individual producer whose personal information has changed
- ✓ Agency that has never been appointed by UHC
- ✓ Current UHC appointed agency that adds individual producers who are not appointed by UHC

Methods of Completing & Submitting the RFA to UHC

The RFA is a fillable form, which means that data can be entered while the form is displayed on your computer. If you receive the RFA from your sales office contact by email, the preferred method of completion is to enter information in the fillable form and then submit it to your sales office contact. To use the fillable form:

- Detach the form from the email or save the document to your computer
- Complete the form:
 - Enter information in text fields by placing the cursor in the beginning of the field and typing the information. You may tab to go from field to field and shift-tab to return to a prior field.
 - Check boxes can be selected by clicking in the box with the mouse
- When the form is complete, save it on your computer, print and sign. Send the form to your sales office contact. (If you have scanning capabilities, you may also scan the signed document and email it to the sales office.)

You may also complete the RFA by printing the form and entering data by hand (please PRINT legibly!) or typing.

➡ RFAs must be returned to your sales office contact by email, fax, or mail ⬅

Entering Information on the Form

Please complete Sections 1 through 5 of the RFA as instructed below and on the next page.

Section 1:

Individual producers must enter demographic information in this section.

Data Item	Instructions
Producer Name	This is the name that is registered with the IRS for the SSN under which you are applying for appointment: <ul style="list-style-type: none">• Indicate Mr., Ms., or Mrs.• Enter Last Name, First Name, and Middle Name (if any)• Enter professional designation (if any)—E.g., “CLU”
SSN	Social Security Number
Date of Birth	Date of Birth (dd/mm/yyyy)
Suffix	Indicate if you use Jr., Sr., II, III, or another suffix to your name
Phone #	Use your preferred telephone number where you can be contacted if additional information is needed to complete your appointment request. Include an extension if applicable.
Fax #	Fax #
Email	Email address where you can be reached if additional information is needed to complete your appointment request.
Mailing Address	This is the address where you want to receive information from UHC, including appointment updates and commissions. P.O. boxes are allowed. “In care of” name is optional. If you use a private mailbox, please include the street address of the mail facility that you use before the private mail box number.
Residence Address	Home address. Please use your actual street address and NOT a post office box.

Section 2:

Agency information must be completed if you are an individual working for an agency or an agency seeking UHC appointment. If you are assigning commissions to an agency or individual other than yourself, you must also complete and submit the *Compensation Assignment Form*.

Data Item	Instructions
Producer Name	This is the business entity name that is registered with the IRS for the TIN under which the agency is applying for appointment. A "Doing Business As" name may also be entered on this line.
TIN	Tax Identification Number
Taxpayer Type	Indicate whether the business is a Corporation (Corp), Sole Proprietor (Sole Prop.), Limited Liability Corporation (LLC), Limited Liability Partnership (LLP), or other entity.
Phone #	Use your preferred agency telephone number where you can be contacted if additional information is requested to complete your appointment request. Include an extension if applicable.
Fax #	Fax #
Mailing Address	This is the address where the agency wants to receive information from UHC, including appointment updates and commissions. "In care of" name is optional. If you use a private mailbox, please include the street address of the mail facility that you use before the private mail box number.
Business Address	This is the address for the business entity where the office is located.
Licensing/Commissions Contact Name (Optional)	This is a contact at your agency who UHC may contact if additional agency information is needed
Phone #	This is the phone number for the contact. Include an extension if applicable.
Fax #	This is the fax number for the contact.
Email	This is the email address for the contact.
Commission Assignment Question	Check whether the producer plans to assign commissions to an agency or another individual. If Yes, a <i>Compensation Assignment Form</i> must be completed in order to assign commissions to an entity other than you.

Section 3

All producers (individuals and business entities) must answer the questions in this section. Check Yes or No as appropriate. If you answer Yes to any question, please provide an explanation on a separate piece of paper when you submit the RFA.

Section 4

All producers must read the statement in this section, date, and sign. If signing on behalf of an agency, please indicate your title.

Section 5

All producers seeking UHC appointment must provide information about their Life, Accident & Health license (or equivalent) in this section.

#	Data Item	Instructions
1	<ul style="list-style-type: none">Resident insurance license stateLicense #	<ul style="list-style-type: none">You must have at least an Accident & Health or Life, Accident, & Health license when seeking a UHC appointmentState in which you hold your resident licenseLicense number for your resident state license
2	Lines of Authority	Types of products for which you are licensed to sell—check all that apply.
3	States in which you wish to be appointed	<ul style="list-style-type: none">List all states for which you are seeking a UHC appointment (list individual and agency licenses separately)Include the license # for each state and attach a copy of each licenseInclude the License Effective and License Expiration Dates (include the latter only if it is printed on your license)If you have more licenses than the form allows, attach a separate sheet of paper with the additional information
4	Products to be sold	Check whether you are seeking to sell standard medical and/or specialty products
5	Special circumstances	Describe any special circumstances that might affect processing of the appointment. Please indicate if you are applying for an appointment to support your initial license application as required by special circumstances in some states. You must attach a completed license application with the RFA. Please verify the information on the license application form. The producer is responsible for the license application fee.

Request for Appointment of Insurance Producer

For UnitedHealthcare Office Use Only:

Indiv. Producer ID _____ Spec. Arr. _____
Agency Producer ID _____

Please complete on computer, or print form and type/print legibly.

Section 1: Demographic Information--Individual

Producer Name ☐ ☐ ☐
(Registered with IRS) Mr. Ms. Mrs. (Last Name) (First Name) (Middle Name)
SSN _____ Date of Birth ____/____/____ Suffix Jr. ☐ Sr ☐ I ☐ II Other ☐
Phone # (____) _____ - _____ Ext. _____ Fax # (____) _____ - _____ Email _____
Mail. Addr. _____
c/o (Optional) (Street or PO Box) (City) (State) (ZIP)
Res. Addr. _____
(Street—must be actual street address, no PO boxes) (City) (State) (ZIP)

Section 2: Demographic Information—Agency or ☐ Check here if you are NOT working with an agency

Producer Name _____
(Registered with IRS) (Legal Entity Name) (DBA Name—Optional)
TIN _____ Taxpayer Type: ☐ Corp ☐ Sole Prop. ☐ LLC ☐ LLP ☐ Other Entity _____
Phone # (____) _____ - _____ Ext. _____ Fax # (____) _____ - _____ Email _____
Mail. Addr. _____
c/o (Optional) (Street or PO Box) (City) (State) (ZIP)
Bus. Addr. _____
(Street—must be street address, no PO boxes) (City) (State) (ZIP)
Licensing/Commissions Contact Name (Optional) _____
Phone # (____) _____ - _____ Ext. _____ Fax # (____) _____ - _____ Email _____

Do you plan to assign commissions to an agency or an individual other than yourself? ☐ Yes ☐ No

(If Yes, please complete the *Compensation Assignment Form* for the assignment to be effective.)

Section 3: Certification

All producers must complete all questions in this section. Please check **Yes** or **No**. If you answer **Yes** to any question, please attach a separate sheet with an explanation.

#	Question	No	Yes
1	Have you ever pled guilty or been convicted of a felony (either state or federal) or misdemeanor (including participation in court ordered programs and excluding minor traffic offenses)?	<input type="checkbox"/>	<input type="checkbox"/>
2	Has your insurance license ever been suspended or revoked?	<input type="checkbox"/>	<input type="checkbox"/>
3	Have you ever had an appointment terminated "For Cause" by any insurer or financial services institution?	<input type="checkbox"/>	<input type="checkbox"/>
4	Have you ever been investigated or fined by an Insurance Regulatory Authority?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do you owe any debt or balance to any insurer, general agent, or financial service institution that has remained overdue for more than 60 days?	<input type="checkbox"/>	<input type="checkbox"/>
6	Have you ever been the subject of a bankruptcy petition or proceeding in the last seven (7) years?	<input type="checkbox"/>	<input type="checkbox"/>
7	Are there any outstanding liens or judgments against you?	<input type="checkbox"/>	<input type="checkbox"/>
8	Have you ever been excluded, or are you aware of actions that could result in exclusion, by the OIG from participation in a government health care program, including Medicare or Medicaid?	<input type="checkbox"/>	<input type="checkbox"/>
9	Have you ever been barred, or are you aware of actions that could result in debarment, by the General Service Administration from being a government contractor?	<input type="checkbox"/>	<input type="checkbox"/>

Section 4: Signature

I am hereby notified that inquiries may be made by UnitedHealthcare, its affiliates, and/or outside entities regarding my character, general reputation, business experience, credit history, personal characteristics, and insurance license status. I authorize such knowledge/information to be released to UnitedHealthcare or its legal representative (upon written request, additional information as to the nature and scope of the report can be provided.) A photocopy or facsimile of this signed authorization shall be as valid as the original. Under penalties of perjury, I certify that information provided by me in this application or in any accompanying documents is correct and complete and the number shown on this form is my correct taxpayer identification number and I am not subject to backup withholding. If appointed to represent UnitedHealthcare and its affiliates, I understand that I am considered an independent contractor, and not an employee of such company(ies). This application and any attachments become a part of the producer file with any of the companies that I am appointed to represent. This form is not valid until signed and dated.

_____/_____/_____
(Date) (Signature) (Title—if signing on behalf of an agency)

Section 5: License & Appointment Detail

1. State where you hold a **Resident** insurance license _____ License #: _____
2. Lines of Authority for which you are currently licensed (check all that apply):
☐ Life ☐ Accident/Health ☐ HMO ☐ Other _____
3. Indicate the states in which you are licensed and wish to be appointed (**please attach a copy of your current license for each state listed below**):

Individual Licenses				Agency Licenses (Agency licenses not required in IA, FL, TN, VT, and WI)			
State	License #	License Effective Date	License Expiration Date *	State	License #	License Effective Date	License Expiration Date *
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /
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		/ /	/ /			/ /	/ /
		/ /	/ /			/ /	/ /

☐ Check here if you have more licenses. Please list them on a separate sheet.

* Indicate License Expiration Date only if it is printed on your license.

4. Please indicate the products for which you are applying to sell:

Standard Appointments:

☐ UnitedHealthcare Medical and Life Insurance (PPO, POS, etc.) ☐ UnitedHealthcare HMO

Special Appointments

(You must have a relationship with a UHG Specialized Care Company to sell these products):

☐ Specialty Products (Vision, Dental) ☐ Retiree/Medicare ☐ Unimerica Life and Disability

5. Are there any special circumstances you would like us to know about when processing your appointments?

Please return completed form to the UnitedHealthcare contact who provided you the appointment package. The completed package must be submitted through a local sales office. Applications received in Hartford will be sent to a sales office for approval and processing of appointments and may be delayed. If you are unsure of where to return the appointment package, please fax to 860-702-8307 or mail to:
UnitedHealthcare Producer Credentialing, PO Box 150450, Hartford, CT 06115

IMPORTANT!!! No business may be placed with UnitedHealthcare until all state licensing and UnitedHealthcare appointment and/or contract requirements have been met. UnitedHealthcare Producer Credentialing will notify you in writing if your appointment has been approved.

Explanation Page

Producer Name _____

Question # (from Section 3)_____

[illegible]

(Producer Signature)

_____/_____/_____
(Date)

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number								
			+			+		
or								
Employer identification number								
			+					

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 recipient 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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 4 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 the instructions below and the separate Instructions for the Requester of Form W-9.

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

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" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required 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" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

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.

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

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

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

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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.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, 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. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic 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, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 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 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 single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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 second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal 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 regarding partnerships* on page 1.

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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**FOR COMPANY
USE ONLY**

Producer ID _____
(For current producers)

Florida Non-Resident County Appointment Form

If you are an agent who is a **non-resident** of Florida and you physically enter the State of Florida to conduct business, you must be appointed in all Florida counties in which you sell Company products. Please complete this form and submit it to your Company contact. If you do not know where to send the form, call the Broker Customer Service Center at 1-888-641-9147.

Producer Name _____
(Last Name) (First Name) (Middle Name)
SSN _____

Please check the Florida counties below in which you sell Company products:

- | | | |
|---------------------------------------|---------------------------------------|-------------------------------------|
| <input type="checkbox"/> All Counties | <input type="checkbox"/> Gulf | <input type="checkbox"/> Okaloosa |
| <input type="checkbox"/> Alachua | <input type="checkbox"/> Hamilton | <input type="checkbox"/> Okeechobee |
| <input type="checkbox"/> Baker | <input type="checkbox"/> Hardee | <input type="checkbox"/> Orange |
| <input type="checkbox"/> Bay | <input type="checkbox"/> Hendry | <input type="checkbox"/> Osceola |
| <input type="checkbox"/> Bradford | <input type="checkbox"/> Hernando | <input type="checkbox"/> Palm Beach |
| <input type="checkbox"/> Brevard | <input type="checkbox"/> Highlands | <input type="checkbox"/> Pasco |
| <input type="checkbox"/> Broward | <input type="checkbox"/> Hillsborough | <input type="checkbox"/> Pinellas |
| <input type="checkbox"/> Calhoun | <input type="checkbox"/> Holmes | <input type="checkbox"/> Polk |
| <input type="checkbox"/> Charlotte | <input type="checkbox"/> Indian River | <input type="checkbox"/> Putnam |
| <input type="checkbox"/> Citrus | <input type="checkbox"/> Jackson | <input type="checkbox"/> Santa Rosa |
| <input type="checkbox"/> Clay | <input type="checkbox"/> Jefferson | <input type="checkbox"/> Sarasota |
| <input type="checkbox"/> Collier | <input type="checkbox"/> Lafayette | <input type="checkbox"/> Seminole |
| <input type="checkbox"/> Columbia | <input type="checkbox"/> Lake | <input type="checkbox"/> St. Johns |
| <input type="checkbox"/> Dade | <input type="checkbox"/> Lee | <input type="checkbox"/> St. Lucie |
| <input type="checkbox"/> De Soto | <input type="checkbox"/> Leon | <input type="checkbox"/> Sumter |
| <input type="checkbox"/> Dixie | <input type="checkbox"/> Levy | <input type="checkbox"/> Suwanee |
| <input type="checkbox"/> Duval | <input type="checkbox"/> Liberty | <input type="checkbox"/> Taylor |
| <input type="checkbox"/> Escambia | <input type="checkbox"/> Madison | <input type="checkbox"/> Union |
| <input type="checkbox"/> Flagler | <input type="checkbox"/> Manatee | <input type="checkbox"/> Volusia |
| <input type="checkbox"/> Franklin | <input type="checkbox"/> Marion | <input type="checkbox"/> Wakulla |
| <input type="checkbox"/> Gadsden | <input type="checkbox"/> Martin | <input type="checkbox"/> Walton |
| <input type="checkbox"/> Gilchrist | <input type="checkbox"/> Monroe | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Glades | <input type="checkbox"/> Nassau | |

Instructions for Application to Sell Company Products

PLEASE READ THOROUGHLY

General Information

All external producers (E.g., agents and agencies) intending to solicit business on behalf of UnitedHealthcare, United Healthcare Insurance Company, Unimerica Insurance Company, Unimerica Life Insurance Company of New York and any entity controlled by or under common control therewith (collectively, "Company") must be authorized to represent the Company and its products. Authorization includes entering into a legal agreement with Company and being appointed by the Company. You must submit an agent/agency agreement, appointment forms, and license information as required by applicable federal and state laws and Company policy to be appointed.

If you are applying for an agency appointment, state requirements mandate that each agency appointed by an insurer must have all writing agents soliciting Company business appointed as well. At the very least, the agency's request for appointment must be accompanied by the application of one writing agent who is licensed and appointed for each state in which business is conducted.

IMPORTANT!!!

You must be appointed by the time your first commissions check is issued; otherwise, payment will be held or denied until the appointment is complete. **Please ensure that your Company contact has the completed appointment and contract paperwork no later than the time you begin quoting business.** As appointment processing times vary due to individual state requirements, submitting the appointment forms early will ensure that commissions payments will not be delayed.

Instructions for Applying for Appointment

This instruction package accompanies the package of forms required for authorization to sell Company products. Please read and follow all instructions carefully. When complete, the entire package of forms should be forwarded back to your contact at the Company. Forms can be sent by mail, fax, and email (if you have scanning capabilities).

All forms are "fillable" which means that you can complete them while they are displayed on your computer. This is the preferred method of completion, making appointment processing faster and more accurate. If you complete the forms in this manner, you must print and sign them before sending them back to your contact at the Company.

You may be advised by your Company contact of additional market specific requirements to become a Company agent, such as certification.

Forms/Information Required for Appointment

The following forms/information must be provided to apply for a Company appointment. Instructions for completion of each form are included in the package:

- ✓ Agent/Agency Agreement (if multiple producers at an agency or the agency itself are applying for an appointment, each producer must sign their own agreement)
- ✓ Request for Appointment of Insurance Producer Form (only one form is required even if you are applying for appointment in multiple states)
- ✓ Copy of your current Life, Accident, and Health (or equivalent) license for all states in which you intend to sell Company business. (Please be aware that agency licensing requirements vary by state. We require evidence of agency licensing in all states where DOIs issue business entity licenses.)

Background Check

Some states require that a background check be performed on an individual producer seeking a company appointment. We are responsible for submitting the request to the background check vendor. If the background check is "clear," the appointment can be processed. Appointments requiring background checks take an average of one week longer to complete.

Appointment Processing

When your Company contact receives the completed appointment paperwork from you and checks for completion and accuracy, they will forward the forms to our Producer Credentialing department. **DO NOT SEND APPOINTMENT PAPERWORK DIRECTLY TO PRODUCER CREDENTIALING AS THIS WILL DELAY YOUR APPOINTMENT.** Producer Credentialing will process the appointment(s) and send it to individual state departments of insurance as required. You will be notified by mail if your appointment has been approved.

Renewal Licenses

Insurance regulations require that you maintain copies of your current licenses on file with us by timely submitting renewal copies. Your appointments by us will be terminated if we don't receive a copy of the renewed license prior to the expiration date of the license. If your appointments are terminated, you will no longer be able to sell Company products. In most states, commissions will not be paid after your appointment is terminated.

Instructions for Completing the Agent/Agency Agreement

Please complete and sign the new Agent/Agency Agreement and return it to your Company contact along with the appointment forms. **Please do not alter the agreement in any way other than as described in these instructions.** Altered Agent/Agency Agreements will not be accepted and, as a result, your appointment(s) will not be processed.

IMPORTANT!!! Agents and Agencies must sign separate Agreements.
If you work for an agency and the agency is also seeking appointment, a separate agreement must be completed and signed by the individual agent and an agency representative.

Completing the Form

The signature page of the Agent/Agency Agreement is a “fillable” form. You may complete the form while it is displayed on your computer. When the form is complete, save it to your computer, print and sign, and forward to your Company contact with the appointment package. When the Company receives the signed agreement, an authorized Company official will countersign and send a copy of the completed agreement to you.

If you are signing the Agent / Agency Agreement as an Agent:

- Make sure to use the **Agent Signature Page** not the Agency Signature Page
- Type or print the full name of the contracting agent next to “Agent Name” on the signature page
- Type or print your address, e-mail and fax # information where indicated on the signature page
- Print the SSN of the contracting agent next to “SSN” on the signature page.
- Sign the agreement on the “By:” line underneath the label “Agent Signature” on the signature page, and type or print the correct name and date where indicated.

If you are signing the Agent / Agency Agreement for an Agency:

- Make sure to use the **Agency Signature Page** not the Agent Signature Page
- Type or print the full legal name of the Agency next to “Agency Name” on the signature page.
- Type or print the address, e-mail and fax # information where indicated on the signature page
- Print the TIN of the contracting agency next to “TIN” on the signature page.
- Type or print the full legal name of the Agency (including Inc., Corp., LLC etc.) next to “Agency Name:” underneath the label for “Agency Signature”
- Have a duly authorized officer of the legal entity sign the agreement on the “By:” line underneath the label “Agency Signature” on the signature page, and type or print the officer's name and title and date where indicated.

Agent/Agency Agreement

Introduction

Parties; Scope. This Agent/Agency Agreement (“Agreement”) between Company, as defined below, and Agent, as defined below, sets forth the terms and conditions under which Agent may sell Products that Company has authorized to be sold to an Enrolling Unit.

Effective Date. This Agreement is effective as of the date it is signed by both parties, as noted on the signature page hereto (“Effective Date”), and replaces and supersedes any prior agreement between the parties regarding the solicitation and sale of Company’s Products and any compensation payable with respect thereto.

Section 1: Definitions

- 1.1 Agent** means the person or entity identified as the Agent on the signature page to this Agreement who is licensed and appointed by Company to solicit an Enrolling Unit to purchase a Product and who is a party to this Agreement.
- 1.2 Agent of Record** means a legally eligible person or entity designated by an Enrolling Unit to serve as its agent, broker or producer and that Company may compensate under the terms of this Agreement.
- 1.3 Product** means a health coverage product of Company (e.g. a health insurance or HMO policy), other insurance product of Company (e.g. a life or disability product) or administrative services (e.g. administration of an Enrolling Unit’s self-funded plan) that the Company has authorized to be sold to an Enrolling Unit.
- 1.4 Company** means the entity identified as the Company on the signature page to this Agreement, provided, however, that the parties agree that in addition to such identified entity this Agreement may also be accessed by and for the benefit of any entity controlled by or under common control with such identified party.
- 1.5 Enrolling Unit** means an entity with which Company has a contract to provide a Product.
- 1.6 Governmental Entity** shall include, but be not limited to, villages, townships, cities, counties, public school districts and similar tax supported entities.

Section 2: Rights and Responsibilities

- 2.1 Solicitation of Enrolling Units.** Company authorizes Agent to sell Company’s Products under the terms of this Agreement. Agent agrees to solicit prospective Enrolling Units to purchase one or more Products from Company. In making these solicitations, Agent will comply with the following terms and conditions:
 - (a) Proposals.** Any proposal Agent gives to a prospective Enrolling Unit must accurately reflect Company’s terms of coverage, including but not limited to benefits and premiums, and must not be misleading.
 - (b) Terms may not be changed without Company’s approval.** Agent may not alter any term of a proposal except with Company’s prior written approval.
 - (c) Application information.** Agent must accurately and completely record and submit to Company all information that Company requires in order to enroll Enrolling Units under a Product.
 - (d) Marketing materials.** If Agent uses any material not provided or approved by Company, the material must be accurate and not misleading. Agent must promptly return all marketing and enrollment materials provided by Company to Company when this Agreement terminates, or sooner upon Company’s request. Any marketing materials proposed for use by Agent but not provided or previously approved by Company are subject to prior approval by Company.
- 2.2 Licensing.** Agent must possess and maintain every license required by law to perform services under this Agreement, including in every state in which Agent conducts business under this Agreement. Agent must provide proof of licensure to Company upon Company’s request. Agent must immediately notify Company of any expiration, termination, revocation, suspension or any other action by a Department of Insurance or any other governmental agency affecting licenses required to

perform services under this Agreement. In states that issue renewal licenses, Agent must furnish Company with a copy of Agent's renewal license.

2.3 Appointment. Company, in its sole discretion, will appoint Agent to solicit prospective Enrolling Units to purchase Products from Company. Subject to applicable law, Company may terminate any of Agent's appointments at any time without terminating this Agreement in its entirety.

2.4 Training. Agent must successfully complete any training Company requires within 6 months after being notified by Company that such training is required.

2.5 Acceptance for Enrollment. Agent acknowledges that only Company, and not Agent or any other person, may accept or reject for enrollment a prospective Enrolling Unit. Agent further acknowledges that no Enrolling Unit is eligible to receive coverage under a Product unless and until Company accepts and enrolls the Enrolling Unit and that only Company, and not Agent or any other person, has the right to determine the effective date of coverage.

2.6 Servicing of Enrolling Units. Agent must assist Enrolling Units in enrolling, maintaining, and renewing coverage under any applicable Product as reasonably required by Company and/or the Enrolling Unit.

2.7 No Combining of Businesses for Purposes of Maximizing Bonuses or Rewards. Agent agrees that it will not create partnerships, arrange assignments, or use other devices as a means of combining business for the purpose of maximizing any bonus payment or other reward from Company. This provision does not entitle Agent to receive any bonus payment(s) or reward(s) from Company if Agent is not otherwise eligible to receive any such bonus payment(s) or reward(s).

2.8 Extent and Limitation of Agent's Authority. Agent has no authority to act on Company's behalf except as expressly provided in this Agreement. Without limiting the foregoing, Agent must not represent by word or deed that Agent has authority to (i) bind coverage; (ii) accept an applicant for coverage under a Product; (iii) misrepresent or omit material facts in an application; (iv) collect any premium, except for the first month's premium; (v) modify or waive any Product or any Product's term regarding enrollment, coverage, or benefits; (vi) distribute any advertisement, circular, or promotional literature that is inaccurate, misleading, or that Company has disapproved; (vii) sell any Product or other product not expressly authorized by this Agreement; or (viii) do any other thing, on behalf of Company, not expressly permitted by this Agreement.

2.9 Books and Records; Audit.

(a) Adequate records required. Agent must maintain adequate books and records in accordance with applicable law and standards within the health care insurance industry.

(b) Company may audit Agent's records. Agent agrees to permit Company to inspect and audit all information and records related to services Agent performs for Company under this Agreement. Company must give Agent reasonable notice and conduct the inspection and audit during regular business hours.

2.10 Protection of Private Information. Agent understands and acknowledges that, while performing services under this Agreement, Agent may receive from Company, or create or receive on behalf of Company, certain information that is defined as "Protected Health Information" ("PHI") under the privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or "nonpublic personal information" under the Gramm-Leach-Bliley Act and implementing regulations ("GLB"), or both.

To the extent Agent provides services or assistance to Company and requires access to PHI in order to perform such services or act on behalf of Company, Agent shall be considered a Business Associate of Company and Agent shall agree to the terms of subsections (a) through (i) of Section 2.10 of this Agreement regarding Agent's use and disclosure of this information. To the extent Agent is not acting on behalf of or at the direction of Company, Agent shall not be considered a Business Associate of Company.

Regardless of whether Agent is considered a Business Associate of Company, Agent agrees that it will use or disclose PHI it receives from, or is created or received on behalf of, Company and nonpublic personal information ("Personal Information") received from or created or received on

behalf of Company, only to the extent to which HIPAA, GLB or other federal or state privacy laws applicable to Company would permit Company to use or disclose the information.

Agent acknowledges that being considered a Business Associate of Company does not automatically entitle Agent to access certain PHI and Personal Information and that Company may deny broker access to PHI and Personal Information or condition such access on Agent meeting certain requirements, at Company's discretion.

- (a) With regard to its use or disclosure of PHI or Personal Information, Agent agrees, represents and warrants to Company that Agent will:
 - (1) not use or further disclose any PHI or Personal Information, except as permitted by this Agreement or as Required By Law;
 - (2) maintain and use appropriate safeguards at all times to prevent PHI or Personal Information from being used or disclosed, except as permitted by this Agreement or Required By Law; and
 - (3) ensure that any subcontractor or agent to whom Agent provides any PHI or Personal Information agrees, in writing, to abide by the same conditions and restrictions with regard to the PHI or Personal Information that apply to Agent, including, without limitation, all of the requirements of this Section 2.10, subsections (a) through (i).
- (b) With regard to its use or disclosure of PHI, Agent hereby agrees, represents and warrants to Company that Agent will, in the time and manner designated by Company:
 - (1) report promptly to Company if Agent becomes aware of any use or disclosure of any PHI that is not permitted by this Agreement;
 - (2) mitigate, to the extent practicable, any harmful effect caused by Agent's violation of the terms of this Agreement;
 - (3) make available to Company (or to an Individual, if directed to do so by Company) PHI in a Designated Record Set, so that Company may respond to an Individual's Request For Access to information about the Individual in accord with the HIPAA privacy regulation;
 - (4) amend or correct PHI in a Designated Record Set in accord with the HIPAA privacy regulation;
 - (5) document disclosures of PHI and information related to disclosures by Agent that will permit for Company to respond to a request from an Individual for an Accounting of Disclosures of PHI in accord with the HIPAA privacy regulations;
 - (6) make available to Company (or to an Individual, if directed to do so by Company) the information documented under subsection (b)(5) above, that would permit Company to respond to a request from an Individual for an Accounting of Disclosures, in accordance with the HIPAA privacy regulations; and
 - (7) make its internal practices, books and records relating to the use and disclosure of PHI available to Company and the Secretary of Health and Human Services ("the Secretary") for purposes of determining Company's compliance with the HIPAA privacy regulations. Information provided under this subsection must be provided in the time and manner designated by the Secretary, as well as in the time and manner designated by Company.
- (c) With regard to its use and/or disclosure of electronic protected health information ("EPHI"), as such term is defined by the Security Standards published on February 20, 2003 at 68 Fed. Reg. 8334 *et seq.* (45 C.F.R. Parts 160, 162 and 164) as hereafter amended ("HIPAA Security Rule"), Agent shall:
 - (1) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that Agent creates, receives, maintains or transmits on behalf of Company;
 - (2) Ensure that any and all of our subcontractors or agents to whom Agent provides EPHI agrees, in writing, to implement reasonable and appropriate safeguards to protect such EPHI; and
 - (3) Report to Company any Security Incident (as defined in 45 CFR Section 164.304) relating to EPHI of which Agent become aware, in accordance with its standard reporting procedures.
- (d) From and after the compliance date applicable to Company with respect to the Standards for Electronic Transactions and Code Sets promulgated at 45 CFR parts 160 and 162 (EDI Rules),

Agent will take all steps necessary and appropriate to ensure that Agent complies with the applicable provisions of the EDI Rules.

- (e) Each term and condition of this Section 2.10 that is required by HIPAA or GLB is effective on the date the applicable HIPAA regulations and/or GLB apply to Company or this Agreement, respectively.
- (f) When this Agreement terminates, regardless of the reason, Agent must return to Company or destroy all PHI and Personal Information, and retain no copies in any form whatsoever. This provision applies to PHI and/or Personal Information that is in the possession of subcontractors, vendors or agents of Agent.
- (g) Unless otherwise specified in this Agreement, all capitalized terms in this Agreement not otherwise defined have the meaning established by HIPAA, as amended from time to time.
- (h) Company and Agent agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Company to comply with the requirements of HIPAA, the HIPAA privacy regulations, HIPAA Security Rule, GLB and other federal and state privacy and consumer rights laws and regulations applicable to Company. Agent agrees to cooperate with and assist Company in order for Company to meet its obligations under applicable privacy laws and regulations.
- (i) This Section 2.10 survives termination of this Agreement.
- (j) The terms and conditions of this section required by HIPAA shall be construed in light of any applicable interpretation of or guidance on the HIPAA privacy regulation or Security Rule issued by the Secretary from time to time. Any ambiguity in this Section 2.10 shall be resolved in favor of a meaning that permits Company to comply with applicable laws and regulations.

2.11 Insurance and Indemnification.

- (a) **Insurance.** Agent must maintain general liability, professional liability, and errors and omissions insurance or bonds in amounts and in forms standard and adequate for Agent's business and agreeable to Company. Agent must provide Company proof of insurance upon Company's request. Agent must immediately notify Company in writing if Agent's insurance terminates, is cancelled, suspended, or changes in a material way, including but not limited to a change in the amount of insurance.
- (b) **Indemnification.** Company and Agent will indemnify, hold harmless and defend the other from and against any and all claims, litigations, losses, liabilities, costs, and other expenses incurred as a result of a material breach of the terms of this Agreement. Agent will indemnify and hold harmless Company (including its directors, officers, attorneys, and employees) from any claims, liability, judgments, damages or costs (including reasonable attorneys' fees) asserted or awarded against or incurred by Company as a result of any act, error, or omission of Agent.

2.12 Provision of Materials; Training. Company will furnish Agent with materials and training that, in Company's sole judgment, are necessary for Agent to perform Agent's duties under this Agreement.

2.13 Federal Crime Control Act. By signing this Agreement, Agent certifies that Agent has not been convicted of, or pled guilty or no contest, to any criminal felony involving dishonesty or breach of trust and has not been convicted of an offense under Section 1033 of the Violent Crime Control and Law Enforcement Act of 1994. Agent further agrees to notify Company, in writing, immediately upon receiving notice of any misdemeanor or felony charges or any actions including, but not limited to, convictions by any governmental authority for commission of any act involving fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of any fiduciary duty.

2.14 Compliance with Company Rules. Agent will abide by all applicable Company policy and procedures and written notices provided to Agent.

2.15 No Conflict of Interest. Agent represents and warrants that Agent's actions and relationships will at no time give rise to the appearance of impropriety or a direct or indirect conflict of interest between or among Agent, the Enrolling Unit or any other party or entity involved in the solicitation of a Product. Agent further represents and warrants that Agent is not a federal, state or local government employee, consultant, agent or representative.

Section 3: Compensation

- 3.1 Compensation Payable to Agent.** Company will compensate Agent for Agent's services during the term of this Agreement in accordance with the terms and conditions set forth in any applicable commission, bonus or other compensation schedule or information (as determined solely by Company) that may be made available by Company from time to time. Notwithstanding anything to the contrary contained in this Agreement or any such compensation schedule or information, Company will not compensate Agent under the terms of this Agreement, except with respect to all Enrolling Units (regardless of the effective date of coverage by Company) for which (a) Agent is the Agent of Record, (b) Agent continues to service the Enrolling Unit (regardless of whether the writing agent is affiliated with Agent), and (c) Company determines, in its sole discretion, that it may legally compensate Agent. Notwithstanding anything to the contrary in this Agreement, no compensation will be paid on any Enrolling Unit where the Agent is not receiving base commissions. In addition, Company will not pay, nor shall Agent accept, any compensation on any Enrolling Unit where the Agent receives compensation directly from the Enrolling Unit or is otherwise acting as a consultant for the Enrolling Unit, unless Company first receives a written consent, in a form acceptable to Company, from the Enrolling Unit authorizing Company to compensate the Agent on such Enrolling Unit; provided, however, in no instance will Company pay, nor shall Agent accept, any compensation on any Enrolling Unit that is a Governmental Entity, where the Agent receives compensation directly from the Governmental Entity or is otherwise acting as a consultant of the Government Entity.
- 3.2 Payment.** Company will compensate Agent monthly; provided, however, that Company will only compensate Agent with respect to any particular Enrolling Unit within 60 days after Company receives payment of that Enrolling Unit's monthly contract charges.
- 3.3 Commissions on Hold.** Company may, at its discretion, place compensation of Agent on hold if, based on Agent's information on file with Company, Agent no longer complies with the terms of this Agreement. Agent agrees to forfeit any compensation placed on hold, if the cause of such hold has not been resolved within six (6) months of the hold's effective date, as indicated on a hold notification letter or commissions statement.
- 3.4 Modification or Termination of Compensation.** Company may terminate or amend any base commission payable to Agent with respect to any Enrolling Unit (regardless of the original effective date of coverage by Company) at any time by notifying Agent (in a manner consistent with the terms of this Agreement) 30 or more days before the effective date of the termination or amendment. Company has the right to exclude any case from eligibility for any and all bonus programs if it determines, at its sole discretion, that including the case in the bonus program would create an actual or perceived conflict of interest for an agent and a customer. Company has the right to exclude any case from eligibility for any bonus program for any reason. Company may terminate or amend any override, bonus or other recognition or reward program applicable to Agent at any time for any reason without prior notice to Agent.
- 3.5 Disclosure.** All compensation payable to Agent under this Agreement is subject to disclosure or reporting by Company to any government or regulatory agency or to any third party, including any customer or prospective customer of Company. Company will determine, in its sole discretion, the party or parties to which it will disclose any such compensation, the frequency with which it will make any such disclosures, and the amount and type of compensation required to be disclosed. Agent agrees to disclose any compensation that Agent receives under this Agreement as required by applicable law. In addition, Agent shall notify Company, as outlined in the Notice provision of this Agreement, if Agent receives any compensation directly from an actual or prospective Enrolling Unit that is a Governmental Entity. Such notice shall include the name of such Enrolling Unit, a description of the services provided to such Enrolling Unit, and the amount of compensation received.
- 3.6 Adjustments.**
- (a) Each party agrees to promptly notify the other upon becoming aware of an incorrect payment amount. Subject to subsections (b) and (c) below, Agent agrees to promptly remit to Company any amounts overpaid pursuant to this Agreement.
 - (b) Company may correct an overpayment error by notifying Agent of the error and asking for repayment. At its sole option, Company may instead recover overpayments from Agent by

offsetting the overpayment against future compensation and notifying Agent of the offset and the reason for it.

- (c) Company will not adjust any incorrect payments to Agent except for payments made within two years prior to the date of adjustment. In this regard, neither Agent nor Company may assert a claim against the other relating to an incorrect payment amount under the terms of this Agreement unless such claim is made (and the resulting adjustment is commenced) within two years of the date of said incorrect payment.
- (d) If Company incurs any costs in collecting reimbursement of an overpayment from Agent, including but not limited to collection agency and attorney fees but not including the costs of offsetting future payments, Agent will pay Company's costs, as applicable.
- (e) Notwithstanding anything in this Agreement or any compensation schedule to the contrary, Company will not pay any amount to Agent that exceeds a maximum prescribed by any applicable law.

3.7 No Compensation to Other Agents. Company will not pay compensation to any other agent, broker or producer under the terms of this Agreement. Agent agrees to defend, indemnify and hold harmless Company if an agent, broker or producer (other than Agent) makes a claim for compensation against Company under the terms of this Agreement.

3.8 Taxes.

- (a) **Agent solely responsible for taxes.** Agent acknowledges that Agent is not Company's employee and that Agent is solely responsible for reporting and paying any tax or other cost assessed on the basis of Company's payment of compensation to Agent under this Agreement.
- (b) **Company will not withhold for taxes.** Agent acknowledges and agrees that Company will not withhold any amount of compensation for Agent's taxes, including but not limited to income tax, social security and Medicare tax, workers compensation taxes or costs; unemployment compensation taxes or costs; or any other tax, cost, fee or charge related to Agent's compensation for services under this Agreement.

3.9 No Compensation if Prohibited by RFP. Company will not pay compensation to any Agent under the terms of this Agreement pertaining to a prospective or current Enrolling Unit, if the request for proposal to which Company responded prohibits payments by Company to agents, brokers or other similar third parties.

Section 4: Agent of Record

4.1 Designation of Agent of Record. Company will consider Agent to be Agent of Record for every Enrolling Unit sold by Agent under the terms of this Agreement unless and until an Enrolling Unit asks Company to change its Agent of Record to a different agent.

4.2 Change in Agent of Record. Notwithstanding the foregoing, Company may, in good faith, change an Enrolling Unit's Agent of Record at any time for any reason in accordance with applicable law and the following provisions are not intended to limit this right in any way.

- (a) **Written request from Enrolling Unit.** In its sole discretion, Company will recognize a request to change an Agent of Record only if it is in writing and is from the Enrolling Unit, and not from Agent or any other person. If an Enrolling Unit asks Company to change its Agent of Record, Company will determine the effective date of the change in its sole discretion.
- (b) **Termination Events.** Upon occurrence of at least one of the termination events described in Sections 5.3 through 5.8 of this Agreement, Company will no longer recognize Agent as any Enrolling Unit's Agent of Record.

Section 5: Term and Termination

5.1 Term. This Agreement is effective from the Effective Date until terminated in accordance with this Section 5.

- 5.2 Termination for any Reason.** Company or Agent may terminate this Agreement at any time, for any reason, by providing written notice of termination to the other party 60 or more days before the effective date of termination.
- 5.3 Termination for Loss of License.** If, at any time during the term of this Agreement, Agent does not have, or fails to maintain, a license required to perform services or receive compensation under this Agreement (including if Agent's license is revoked by a licensing or regulatory agency but not including a temporary suspension of Agent's license), it shall be considered a material breach of this Agreement by Agent and this Agreement shall be terminated effective as of the date that Agent first lost, or failed to maintain, the license without regard to when Company learns of the loss of, or failure to maintain, the license or when Company notifies Agent that this Agreement has been terminated. Company may recover any compensation paid to Agent after Agent loses or fails to maintain any such license.
- 5.4 Termination Upon Cessation of Agent's Business.** This Agreement shall terminate automatically upon Agent's death, dissolution, receivership, insolvency, or bankruptcy.
- 5.5 Termination for Agent's Breach.** If Agent breaches a material term of this Agreement (including, but not limited to, Sections 2.1(d) (marketing materials), 2.2 (licenses), 2.8 (authority), 2.10 (privacy), 2.11 (insurance)), Company may terminate this Agreement immediately by notifying Agent in writing of the effective date of termination. The effective date of termination pursuant to this Section 5.5 may be the date of the breach, or any later date that Company specifies in the notice of termination.
- 5.6 Termination for Disciplinary Action.** If a licensing or regulatory agency subjects Agent to any disciplinary sanction (for example, a reprimand or temporary suspension of Agent's license), Company may terminate the Agreement by providing written notice to Agent effective upon receipt of the notice, or any later date that Company specifies in the notice. No compensation will be payable to Agent for services rendered during any period in which Agent's license is temporarily suspended. Company may recover any compensation paid to Agent during any period in which Agent's license is temporarily suspended.
- 5.7 Termination for Fraud.** If Agent engages in, or knowingly assists another to commit, fraudulent or dishonest activity in connection with the solicitation, enrollment or renewal of any Enrolling Unit, this Agreement shall terminate effective as of the date on which Agent engaged in or assisted with such activity without regard to when Company learns of the fraudulent or dishonest activity or when Company notifies Agent that this Agreement has been terminated. Company may recover any compensation paid to Agent after Agent engaged in, or knowingly assisted another to commit, the fraudulent or dishonest act without regard to when Agent actually earned such compensation.
- 5.8 Termination based on Acquisition or Merger.** Company may terminate this Agreement in the event that (i) Agent merges with, or is acquired by, a competitor of Company; or (ii) a competitor of Company acquires substantially all of the assets of Agent.
- (a) Competitor defined.** A competitor of Company for purposes of this provision includes any entity (including any such entity's affiliates) that, in the ordinary course of its business, is in direct or indirect competition with Company.
 - (b) Notice.** Agent must provide at least 60 days prior notice to Company of the closing date of any transaction described in this Section. Upon request, and subject to any applicable confidentiality restrictions or obligations, Agent must provide Company any and all information about the transaction that Company reasonably requests.
 - (c) Procedure.** Upon receipt of such notice from Agent, Company may terminate this Agreement, in whole or in part, immediately by providing written notice to Agent. If the Agreement is not terminated in its entirety, Company must specify in its termination notice the portions hereof that shall be terminated in accordance with this Section.
- 5.9 Effect of Termination.**
- (a) No solicitation permitted.** Agent may not solicit or sell Products to Enrolling Groups after this Agreement has been terminated.
 - (b) Compensation.** If this Agreement is terminated pursuant to Section 5.2 above, Company will continue to pay Agent compensation for Enrolling Units previously enrolled by Agent as long as

the Enrolling Unit has an in-force Product with Company, Agent is the Enrolling Unit's Agent of Record and continues to service the Enrolling Unit, and Agent is legally eligible to receive compensation in Company's sole discretion.

(c) Material breach. Upon termination of this Agreement pursuant to Section 5.3 (loss of license), 5.4 (Agent's death or dissolution), 5.5 (material breach), 5.6 (disciplinary action), or 5.7 (fraudulent activity), Agent will no longer be entitled to compensation under this Agreement and Company shall cease paying such compensation to Agent or any other person under the terms of this Agreement.

5.10 Termination of Appointment or Authority to Sell. Company may terminate Agent's appointment(s) or authority to sell Company products at any time for any reason without terminating this Agreement in its entirety. Company may, in its sole discretion, continue to pay Agent compensation under the terms of this Agreement if Agent is legally eligible to receive compensation.

5.11 Survival. The following provisions shall survive termination of this Agreement: Sections 2.7; 2.9(b); 2.10; 2.11; 3 and 4 (in their entirety); 5.3, 5.6 and 5.7 (regarding recovery of compensation paid to Agent); 5.9; 6.1; and 7 (in its entirety).

Section 6: Dispute Resolution

6.1 Good Faith Negotiation Required. Company and Agent agree to work together in good faith to resolve any disputes arising under this Agreement. If after at least ninety (90) days following the date one party sent written notice of the dispute to the other party the dispute is not resolved, any party may pursue resolution of the dispute by other means.

Section 7: Miscellaneous and Administrative

7.1 Agreement is Confidential. Agent agrees not to disclose this Agreement, or any term of it, to any third party without the prior written consent of Company, except as required by law. This section does not prohibit Agent from disclosing the compensation that Agent receives from Company to actual or prospective Enrolling Units.

7.2 Relationship of the Parties. Agent is an independent contractor and is not Company's employee. This Agreement does not create any other relationship between the parties, including joint venture or agency.

7.3 Compliance with Law. The parties agree to comply with applicable laws and regulations while performing their obligations under this Agreement, regardless of whether such laws or regulations are specifically referred to in this Agreement. Agent acknowledges that Company and its affiliates may have government contracts under which Company must require its contractors to comply with certain laws that would not otherwise apply to it. Agent agrees to comply with these laws.

7.4 Amendment. This Agreement, including any Addenda attached hereto, may be amended only as provided in this Section 7.4.

(a) How Company may amend. Company may amend this Agreement by providing written notice of the amendment and its effective date to Agent 30 or more days before the proposed effective date of such amendment (unless the amendment is a regulatory amendment under (2)(B) of this section).

(1) Form of notice. Company may notify Agent of proposed amendments by correspondence addressed directly to Agent, or by conspicuous notice in a publication (including but not limited to a newsletter or web site) to which Agent has general access.

(2) Effective date.

(A) Non-regulatory amendment. A proposed amendment will become automatically effective without Agent's written agreement unless Agent notifies Company that Agent is terminating this Agreement before the effective date of the amendment.

(B) Regulatory amendment. If Company proposes an amendment to bring it or Agent into compliance with an applicable law or regulation (including an interpretation of law by a regulatory agency or court), the amendment is effective immediately upon notice to Agent, or upon any other date specified by Company in the notice.

- (b) **Other amendments.** Any other amendment must be in writing, signed by both parties, and must specify the effective date of the amendment.

7.5 Assignment.

- (a) **Company may assign.** Company may assign all or any of its rights and responsibilities under this Agreement to any entity controlling, controlled by, or under common control with Company.
- (b) **Company may use administrative service providers.** Agent acknowledges and agrees that persons and entities under contract with Company may perform certain of Company's administrative services under this Agreement.
- (c) **Agent may assign only with Company's consent.** Agent may not assign any of its rights, responsibilities or compensation payable under this Agreement to any person or entity without the written consent of Company.

7.6 Notices. The parties agree that any written notice required or permitted by this Agreement (except when Company provides notice of proposed amendments by publication) is effective if addressed to the other party as identified below.

Notices to Company:

Agent will use the address of the Company set forth on the signature page to this Agreement unless an updated address is provided.

Notices to Agent:

The Company is entitled to rely on the name, address, e-mail and fax information on file with the Company at the time of the notice.

- (a) **Update addresses.** Agent will promptly notify Company in writing of any change in address. Any notice to Agent will be deemed to have been properly provided if addressed to the last known address of the Agent. For purposes of this Section 7.6, "address" includes an electronic mail ("e-mail") address.
- (b) **When notice deemed received.** Notice sent by mail will be deemed to have been received 3 days after mailing by first-class, postage pre-paid United States mail. Notice sent by any other means will be deemed to have been received when actually received by the receiving party. If notice is served by facsimile or e-mail, notice will be presumed to have been received 24 hours after being sent, unless the receiving party rebuts this presumption with contrary proof.

7.7 Entire Agreement. This Agreement (including any compensation schedules or Addenda that are attached hereto or incorporated into this Agreement by reference) constitutes the entire agreement between Company and Agent and supersedes any prior agreement, oral or written, between the parties concerning the subject matter of this Agreement.

7.8 No Waiver. This Agreement may be amended or modified, and any of the terms or conditions hereof may be waived, only in the manner set forth above. Any waiver by any party of any condition, or of the breach of any provision or term contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as a further or continuing waiver of any such condition, or of the breach of any other provision or term of this Agreement.

7.9 Severability. If any provision of this Agreement is held invalid for any reason, the validity of the remainder of the Agreement will not be affected.

7.10 Headings. Bold-faced headings are intended as reference guides only and are not to be considered part of the Agreement.

7.11 Signatory authority. Company and Agent each represent and warrant that the person signing this Agreement has the authority to do so and is acting within the scope of his or her authority.

The parties hereby agree on the terms and conditions of this Agreement. In addition, each party hereby certifies that it has not modified, changed or altered, in any way, any provision of this Agreement prior to the execution hereof.

Company Name: Spectera, Inc
Address: Liberty 6, Suite 200
6220 Old Dobbin Lane
Columbia, MD 21045
E-mail:
Fax #: 763-797-4950

Company Signature:

Spectera, Inc

By: _____
Name: Frank Smekar
Title: Director, Financial Operations
Date:

Agent Name: _____
Address: _____

E-mail: _____
Fax #: _____
SSN: _____

NOTE: Use this signature page only for contracts with **Individual Agents** (not agencies). There is a different signature page for agencies.

Agent Signature:

By: _____
Name:
Date:

FOR COMPANY INTERNAL USE ONLY:

Date Received: ____/____/_____
PCIS Producer ID: _____

[Signature Page to Agent/Agency Agreement]

The parties hereby agree on the terms and conditions of this Agreement. In addition, each party hereby certifies that it has not modified, changed or altered, in any way, any provision of this Agreement prior to the execution hereof.

Company Name: Spectera, Inc
Address: Liberty 6, Suite 200
6220 Old Dobbin Lane
Columbia, MD 21045
E-mail:
Fax #: 763-797-4950

Company Signature:

Spectera, Inc

By: _____

Name: Frank Smekar
Title: Director, Financial Operations
Date:

Agency Name: _____
Address: _____

E-mail: _____
Fax #: _____
TIN: _____

NOTE: Use this signature page only for contracts with **Agencies** (not individual agents). There is a different signature page for individual agents.

Agency Signature:

Agency Name: _____

By: _____

Name:
Title:
Date:

FOR COMPANY INTERNAL USE ONLY:

Date Received: ____/____/____

PCIS Producer ID: _____

[Signature Page to Agent/Agency Agreement]

Agent/Agency Commission Schedule

This Agent Commission Schedule is made to and part of the Agent/Agency Contract.

Variable - The agent can select the desired commission on a case-by-case basis.

Fixed - The commission is a fixed % of the premium.

United HealthCare			
<i>Product</i>	<i>Commission Type</i>	<i>1st Year</i>	<i>Renewal</i>
Group Dental	Variable	0 to 20%	Level
Spectera, Inc.			
Group Vision	Fixed	10%	Level
Individual Vision	Fixed	12%	Level

Billing and Policy Fees are Non-Commissionable

Authorized Signature

Print Name

Date