

APPOINTMENT APPLICATION

Cary A. Levinson & Associates, Inc
Life Brokerage Services
5551 N. University Drive, Suite 201
Coral Springs, FL 33067
800-375-2279

Completion Instructions

Individual Applicants: Complete sections 1, 3, 4, 5 & 6 (Complete section 3 if you are assigning your commissions). Please sign and return applicable contracts.

Corporations: Complete all sections. All Corporate appointments require that appointment information be submitted on at least one current officer with the Corporation. Please sign and return all applicable contracts for Agency and Solicitor contracts for officer.

Solicitor Applicants: Complete sections 1, 2, 4, 5 & 6. Please sign and return all solicitor contracts.

1. General Information (Please complete all questions. Do not use abbreviations.)

Name Mr. Mrs. Ms. _____

Maiden or Other Name (if applicable) _____ Date of Birth _____

Gender Male Female Social Security # _____

Residence Address _____ Residence Phone _____

City _____ State _____ Zip _____ Business Phone _____

Business Address _____ Fax Number _____

City _____ State _____ Zip _____ Email* _____

Primary mailing address to receive company information including Underwriting and Compensation correspondence

Residence Address Business Address

* The email address and other information provided is confidential and will be used for NGL business purposes only. Email addresses are requested to facilitate communication between you and the company. Email addresses are not sold or furnished to any other entity except as may be required by law or regulatory authority.

2. Agency Information

Agency Name _____ Corporation Partnership Tax I.D. # _____

Officer Name _____ Title _____ Social Security # _____

Officer Name _____ Title _____ Social Security # _____

3. Commissions

For value received, I irrevocably assign my commissions to the Agency/Agent listed in Section 2. I understand that this assignment may be terminated only by written agreement of the Agency/Agent to whom I assign these commissions.

Agent's Signature _____ Date _____

4 Licenses

You must include current license copies for each state in which you are requesting an appointment.

Resident License # _____ State(s) for Appointment _____

5. Errors and Omissions Coverage

Do you have Errors and Omissions Coverage?* Yes No E&O Insurance Carrier _____

Policy # _____ Insureds Name _____

*All NGL Agents must maintain a minimum coverage of \$1,000,000 for each claim.

6. Qualification Questions

1. Have you lived in a different state or county than your present one within the last 5 years? Yes No
If Yes, please list State/County _____
2. Have you ever been convicted for any offense or pleaded guilty to any misdemeanor or felony charges or have charges currently pending against you or a business with which you are connected? Yes No
If Yes, Date _____ Details _____
3. Do you currently have a pending bankruptcy or have you ever filed for bankruptcy, been declared bankrupt or insolvent, or had your salary garnished? Yes No
If Yes, Date _____ Details _____
4. Are you at the present involved in any litigation or are there any unsatisfied judgments or liens (including state or federal tax liens) against you? Yes No
If Yes, Date _____ Details _____
5. Have you ever had a bond denied, paid out or revoked? Yes No
If Yes, Date _____ Details _____
6. Has any insurance company canceled any contract with you or appointment of you as a sales person for any reason other than non-production of business or at your own request? Yes No
If Yes, Date _____ Details _____
7. Are you indebted to any Insurance Company/Agency/Manager (including debit balance)? Yes No
If Yes, Date _____ Details _____
8. Have you ever had any complaints against your conduct that resulted in a return of premium to any insured? Yes No
If Yes, Date _____ Details _____
9. Have you ever been fined, suspended, placed on probation, reprimanded, entered into a consent order by any insurance department, the SEC, or any other regulatory authority? Yes No
If Yes, Date _____ Details _____
10. Have you ever had an insurance and/or securities license refused/suspended/revoked or currently restricted or under investigation by any insurance department, the SEC, or any other regulatory authority? Yes No
If Yes, Date _____ Details _____
11. How many years have you been licensed as an insurance Agent? _____
12. How many companies are you currently contracted with? _____

I HEREBY CERTIFY THAT THE STATEMENTS CONTAINED IN THIS APPOINTMENT APPLICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND THAT ANY FALSE STATEMENTS ON THIS APPLICATION MAY BE CONSIDERED AS SUFFICIENT CAUSE FOR REJECTION OF THIS APPLICATION, OR FOR TERMINATION IF SUCH FALSE STATEMENT IS DISCOVERED SUBSEQUENTLY.

I UNDERSTAND AND AGREE THAT:

- I CAN SOLICIT BUSINESS ONLY IN STATES WHERE I AM LICENSED AND APPOINTED WITH NGL.
- I WILL NOT SOLICIT BUSINESS IN STATES THAT PROHIBIT SOLICITATION PRIOR TO MY APPOINTMENT.
- AS A GENERAL RULE, IT IS NOT ACCEPTABLE TO MAKE A SOLICITATION ANYWHERE OTHER THAN THE RESIDENT STATE OF THE APPLICANT.
- I WILL ABIDE BY ALL WRITTEN RULES AND REGULATIONS (SUBJECT TO CHANGE AT ANY TIME) SET FORTH BY THE COMPANY.

Agent's Signature _____

Date _____

TO BE COMPLETED BY APPOINTING AGENT

I have read the questions and answers given by the applicant named herein and know of no information that would cause NGL to refuse appointment to this applicant.

Signed

Appointing Agent

Date

Appointing Agent Name (Please Print)

Authorized by

BGA

Date

RESIDENT AND NON-RESIDENT APPOINTMENT REQUEST

- ▼ Appointments in “Just-in-Time” states will not be processed until NGL receives an application in that state.
- ▼ “Pre-Appointment” states require a agent to be appointed before business can be solicited in those states.

Please indicate your resident state and any other state(s) in which you anticipate sales. Please include a copy of your current license for the state(s) in which you wish to be appointed. NGL will pay the resident or non-resident appointment fee. Appointment in an agent’s resident state is not required to solicit insurance in a non-resident state.

Pre-Appointment States

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

- Montana
- Pennsylvania
- Washington
- Wisconsin

Just-in-Time States

Please Note: Agents in the following states will only be appointed at the time business is submitted to NGL.

- | | |
|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Mississippi |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Missouri |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> California | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> New York |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Florida | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Minnesota | |



NATIONAL GUARDIAN LIFE INSURANCE COMPANY AGENT/AGENCY AGREEMENT

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

Agent/Authorized Representative

("You" or "Your")

Name of Agent / Agency

("You" or "Your")

City and State

IT IS AGREED AS FOLLOWS:

1. You are authorized to solicit and procure applications as long as you possess an insurance agent's license, an appointment and authorization from NGL for such policies described in the most recent schedules then in effect as may be issued by the Company and collect the full initial premiums thereon. All such premiums shall be paid promptly to the Company not subject to any offset by You and not to be commingled with Your personal or Agency funds.
2. You have no authority to make, alter or discharge any policy agreement, or extend the time of payment of any premium by more than 15 days; or waive any policy condition; or guarantee any dividend; or deliver any policy unless the insured is, to the best of the Agency's knowledge without investigation at that time in good health and insurable condition; or endorse checks payable to the Company; or collect any premium except the initial premium on policies issued hereunder.
3. You agree to conduct yourself in accordance with the rules, instructions and regulations of the Company provided to you prior to the effective date and the insurance laws and regulations of the state in which You solicit applications for the Company. If Your license is suspended, revoked or not renewed by any state, Your right to solicit business on our behalf in that state will be suspended until such time as Your license is reinstated or renewed.
4. From the Company's and Your standpoint, You are an independent contractor. Nothing contained in this agreement or in any course of dealing between the Writing Agent and the Company whether in the past or currently shall be construed or interpreted to create an employer-employee relationship between the Company and the Agency. You have no obligation hereunder to solicit applications for the Company, and You are free to exercise Your own judgment as to the persons from whom applications are solicited, and the companies with which You will place such insurance. You are not authorized to bind coverage. The Company shall bear none of the expenses of conducting Your business under this appointment.
5. **Compensation.**
 - The commissions provided for herein, which are subject to change at any time upon fifteen (15) day written notice to You as to policies bearing Effective Dates subsequent to such notice, shall be payable to You, Your executors, administrators or assigns, except that no assignment of commissions accrued or to accrue shall be binding upon the Company without its written consent. If this Agreement terminates because of the dissolution of the Agency, no commissions shall be payable hereunder subsequent to the date of dissolution.
 - Commissions are not paid or due on individual plans, and on policies or contracts issued to a policy owner or contract owner within six (6) months before or after termination of another policy or contract of the Company issued to such policy owner or contract owner, to the extent not otherwise provided for herein.
 - Commissions paid by the Third Party Administrator to You shall constitute full compensation for Your services performed in accordance with this Agreement. You are responsible for all expenses incurred by

You in performance of this Agreement. If the insured is terminated for any reason, the commission payable to You will be adjusted to reflect same.

- You shall be entitled to the commissions stated in your commission agreement, and your commissions shall be fully vested unless You:
 - a. Violate any of the provisions of this agreement, or
 - b. Neglect to report and pay over to the Company any premium collected by the Agency or sub-producer(s), or
 - c. At any time during the term of this Agreement and, for six (6) months thereafter, endeavor to induce through a means other than general advertising in the normal course of business, or shall induce any employee, producer or representative of the Company with whom you have worked during your Agency capacity hereunder to discontinue their association with the Company, or
 - d. Endeavor to induce or shall induce any policyholder of the Company to relinquish a policy with the Company. Notwithstanding the foregoing, Agent shall not be prohibited from recommending to policyholder(s) various insurance products from other insurance carriers.
- If the Company shall return the premiums on a policy or any portion of such premiums or cancel a policy for any cause, You shall refund to the Company on demand the amount of commissions received on the premiums so returned. This provision shall survive termination of this agreement.
- If a policy issued hereunder should be lapsed for more than ninety days and subsequently be reinstated, the Company shall be relieved of any further commission liability to You unless the reinstatement application for such policy was procured by you.

6. **Underwriting.** The Company reserves the right at its sole option to decline any application for coverage, to refuse to renew any coverage, to withdraw any policy or contract form, or to return directly to covered persons or applicants any payments submitted to the Company without liability to the Agency. This provision survives termination of this agreement.

7. **Indebtedness.**

1. Any advance, loan, or extension of credit which the Agent / Agency at any time and in any manner may secure from the Company hereunder shall constitute indebtedness to the Company. If any check or draft of the Agent / Agency used to transfer monies to the Company is dishonored upon presentation for payment, the amount thereof shall constitute an indebtedness of the Agent / Agency to the Company.

2. **Provisions Relating to Indebtedness.**

- a. The entire indebtedness owed to the Company by the Agent / Agency, as confirmed in the records of the Company, may be deemed due and payable in full by the Company at any time.
- b. The Agent / Agency shall be responsible for any costs, including reasonable attorney fees and other collection expenses, incurred by the Company in connection with the recovery from the Agent / Agency of any indebtedness of the Agent / Agency to the Company provided, the Company obtains any recovery whatsoever and irrespective of the outcome of any counterclaim, crossclaim or other legal action by the Agent / Agency.
- c. The Agent / Agency hereby grants to the Company the right to offset all commissions becoming due hereunder against any indebtedness of the Agent / Agency to the Company; and the Company may at any time after giving Agent / Agency fifteen (15) calendar days notice of the indebtedness and Agent / Agency the right to cure, apply commissions payable to the Agent / Agency hereunder or any other monies payable to the Agent / Agency by the Company or by any company controlled by or under common contract with the Company to reduce any such outstanding indebtedness.
- d. The Company shall be responsible for any costs, including reasonable attorney fees and other collection expenses incurred by the Agent / Agency in connection with the recovery from the Company of any indebtedness of the Company to the Agent / Agency providing the Agent / Agency obtains any recovery whatsoever and irrespective of the outcome of any counterclaim, crossclaim or other legal action by the Company.

8. **Advertising.** You have no authority to advertise using the Company name, products, premium rates, or other related information unless the advertisement is pre-approved in writing through the Company's advertising review process.
9. **Privacy.** You agree that all nonpublic personal financial information or nonpublic personal health information related to any insured or policyholder or to any consumer or customer (as such terms are defined under applicable state or federal privacy laws) of Us or any of Our affiliated companies, obtained by You in the performance of Your duties and obligations under this Agreement shall be held in the strictest confidence by You, Your producers and Employees. You shall not disclose or use such information except as necessary to carry out Your duties and obligations under this Agreement or as otherwise required under applicable state or federal law. This provision survives termination of this Agreement.

The Company agrees that all nonpublic personal financial information or nonpublic personal health information related to any insured or policyholder or to any consumer or customer (as such terms are defined under applicable state or federal privacy laws) of You or any of Your affiliated companies obtained by Us in the performance of Our duties and obligations under this Agreement shall be held in the strictest confidence by Us , our producers and employees. The Company shall not disclose or sue such information except as necessary to carry out Our duties and obligations under this Agreement or as otherwise required under applicable state or federal law. This provision survives termination of this Agreement.

10. **Termination.** In addition to the methods otherwise herein provided, this agreement may be terminated by either party hereto, by notice in writing of the election to terminate delivered personally or mailed certified to the other party at the last known address. Said termination shall be effective ten (10) calendar days after the date shown on such termination notice or as state regulation dictates. After the termination date, commissions which would otherwise be subsequently earned shall no longer be due. Upon the death of the Agent or dissolution of the Agency, this agreement shall terminate and any monies which are then earned and to which the Agent would have been entitled at the time of his death or dissolution of Agency shall be paid, as the premiums are paid to the Company on behalf of the Agent / Agency, to whomsoever shall be legally entitled thereto. Such monies will be held by the Company without interest or penalty until lawful determination is accepted by the Company as to the recipient of the monies.
11. **Term for Cause.** This Agreement shall be terminated for cause immediately by written notice to the other party.
12. **Territory.** The territory in which You are licensed to represent us is not exclusively assigned to You and we have the right to enter into similar arrangements with others and You have the same right.
13. **Audit of Agency.** All books, accounts and records of the Agent / Agency related to the business of the Company hereunder shall be subject to audit and inspection by the Company or its duly authorized representative during normal business hours and the Company will provide reasonable notice to the Agent / Agency, including a reasonable period of time after termination hereof. Notwithstanding the foregoing, any examination of the Agent's / Agency's books, accounts, records shall be conducted in a manner reasonably designed to protect the confidentiality of the Agent's / Agency's trade secrets and confidential information. The Company may at any time make copies of or take extracts from such books, accounts, paper documents and records as it may deem necessary and as it relates to the business of the Company.
14. **Records and Supplies.** We shall have the right, but not the obligation, at all reasonable times, including a reasonable period of time after termination hereof, to inspect Your papers, documents and records, wherever located, which relate to Our business. Notwithstanding the foregoing, any examination of the Agent's / Agency's papers, documents and/or records shall be conducted in a manner reasonably designed to protect the confidentiality of the Agent's / Agency's trade secrets and confidential information. All records maintained by the Agent / Agency hereunder and all books, rate manuals, forms and other supplies furnished to the Agency by the Company shall be and remain the property of the Company and shall be returned to the Company promptly following termination hereof. All notices shall be deemed given when received. This item applies only to the business of the Company.
15. **Legal Proceedings.** The parties hereto consent, to the extent permitted by law, that jurisdiction and venue for the enforcement or interpretation of this agreement is Madison, Wisconsin. The parties

herewith further agree that the law of the State of Wisconsin shall apply to enforcement, construction, and interpretation of this agreement. Any document that has been served upon You in connection with any legal proceedings involving us must be transmitted to the Home Office by registered mail promptly and as soon as reasonably practicable after receipt. You will be liable to us for any reasonable loss or expense we incur resulting from Your failure to reasonably comply with this requirement to promptly transmit documents received in connection with any legal proceeding. You hereby represent, and agree that this Agreement is contingent on Your continuing representation, that You have not been convicted, and to the best of Your knowledge that none of Your producers or employees who place insurance under this Agreement have ever been convicted, of any state or federal felony involving dishonesty or a breach of trust or any crime under 18 U.S.C. § 1033. You agree to notify us immediately in writing of any charges or actions relating to the placement of insurance that are known to You and brought in any court or by any regulatory body against You, Your producers or employees (who provide insurance or act under this Agreement) and of any felony conviction(s) of You, Your producers or employees (who provide _ insurance or act under this Agreement) that are known to You and relate to the placement of insurance. Failure to comply with any of the provisions of this section shall be cause for immediate termination of this Agreement

16. **Prior Contracts Superseded.** This Agreement shall supersede any and all prior Contracts between the parties hereto, whether written or oral, regarding the services of the Agency performed for the Company with respect to such products. This Agreement and its attachments constitute the entire agreement between the parties hereto and are subject to termination by either party upon written notice to the other party. All previous agreements are void and replaced by this agreement.
17. **Additional Provisions.** Our failure to insist upon strict performance of any provisions in this Agreement will not be construed as a waiver of such provisions. This Agreement is not binding on You unless signed by You and is not binding on Us unless signed by one of Our authorized officers.
18. **Hold Harmless.** Each party to this Agreement will indemnify and hold harmless the other party from and against any and all claims, losses and expenses, including without limitation reasonable attorney fees and costs of defense that such other party incurs as a result of the first party's error, faulty action or omission or breach of this Agreement.
19. **Insurance Coverage.** At all times that this Agreement is in force and until all of Your obligations hereunder are fully, completely and undisputedly discharged, You agree to maintain, at your own expense, the insurance coverage in the amounts specified below with carriers satisfactory to Company. You shall furnish to Company certificates that all insurance required under this Agreement is in force, such certificates to indicate any deductible and/or self-insured retention. If you at any time neglect or refuse to provide or cause to be provided the insurance required herein, or should such insurance be canceled, Company shall have the right to procure the same and the cost thereof shall be deducted from monies then due or thereafter to become due You under this Agreement. Your insurance coverages and limits shall be primary to insurance coverage maintained by Company and, if permitted by Your coverage, You shall waive subrogation against Company.
 1. **Errors and Omissions.** Insurance coverage for actual or alleged breach of duty, act, error, omission, misstatement, misleading statement or neglect in rendering of, or failure to render, any of the services provided for in this Agreement. Such insurance shall be written in an amount not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate with a deductible of no greater than \$100,000 (or such greater amount as may be approved by Company).
20. **Appointment Fees.** You shall be responsible for payment of all applicable appointment fees in the territories in which You are appointed. During the first year of appointment, Company shall reimburse Your appointment fees upon the sale of a policy in the territory for which an appointment fee was paid. Company shall not be obligated to reimburse You after the first year of appointment for any new or renewal appointment fees.

21. Subject to approval by the Company, this Agreement shall take effect on the _____ day of _____, 20____.

Approval:

NATIONAL GUARDIAN LIFE INSURANCE COMPANY

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

By _____

Agent / Agency Name

Principal Agent's Signature

Social Security No. _____

BUSINESS ASSOCIATE AGREEMENT

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

RECITALS

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

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

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

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

SECTION 1. INTERPRETATION; DEFINITIONS

1.1 Interpretation. In the event of an inconsistency between the provisions of this Agreement and the provisions of the Privacy and Security Rules, the Privacy and Security Rules shall control. Where provisions of this Agreement are different than those recommended by the Privacy and Security Rules, but are categorized as 'addressable' rather than 'required' by the Privacy and Security Rules, the provisions of this Agreement shall control.

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

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

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

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

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

1.2.5 Required by law shall have the same meaning as the term "Required by law" in 45 CFR §164.103, as amended.

- 1.2.6 Secretary** shall mean the Secretary of the United States Department of Health and Human Services or his/her designee.
- 1.2.7 Transmission Media** shall mean media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.

SECTION 2. SERVICES

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

SECTION 3. RESPONSIBILITIES OF BUSINESS ASSOCIATE

3.1 Business Associate agrees to: With regard to its use and/or disclosure of PHI , Business Associate hereby agrees to the following:

- 3.1.1** Not use or disclose PHI except as permitted or required by this Agreement or as required by law;
- 3.1.2** Limit its use, disclosure or request of PHI to the minimum necessary to accomplish the intended purpose of such use, disclosure or request;
- 3.1.3** Not use or disclose PHI in any manner that would constitute a violation of HIPAA, the HIPAA Regulations or HITECH if used or disclosed by Covered Entity;
- 3.1.4** Use appropriate safeguards to maintain the security of the PHI and prevent unauthorized use and/or disclosure of the PHI;
- 3.1.5** Report to the designated privacy officer of Covered Entity, in writing, any use and/or disclosure of the PHI that is not permitted, required by this Agreement, or required by law, of which Business Associate becomes aware promptly and as soon as reasonably practicable after Business Associate's discovery of such unauthorized use and/or disclosure;
- 3.1.6** Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of the PHI by Business Associate in violation of this Agreement;
- 3.1.7** Require all of its employees that receive or have access to the PHI agree as a condition of their employment, and representatives, subcontractors, and agents that create, receive, maintain, transmit, or have access to the PHI under this Agreement to agree in writing to adhere to the same restrictions and conditions on the use and/or disclosure of the PHI that apply herein;
- 3.1.8** Upon written request, make available during normal business hours at Business Associate's offices, within ten (10) calendar days of such request, all books, records, and agreements, including policies and procedures, relating to the uses and disclosures of the PHI to Covered Entity for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of this Agreement. Notwithstanding the foregoing, any examination of Business Associate's papers, documents and/or records shall be conducted in a manner reasonably designed to protect the confidentiality of the Business Associate's trade secrets and confidential information;
- 3.1.9** Upon written request, make available all internal practices, books, records, and agreements, including policies and procedures, to the Secretary in a time and manner designated by

the Secretary for purposes of determining Business Associate's compliance with the HIPAA Rules;

- 3.1.10** Document any disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of the PHI in accordance with 45 CFR §164.528;
- 3.1.11** Within ten (10) calendar days of a request by Covered Entity, Business Associate agrees to comply with Covered Entity's request to accommodate an individual's access to his/her PHI, whether or not maintained by Business Associate in a designated record set. In the event an individual contacts Business Associate directly about access to his/her PHI, Business Associate will not provide access to the individual but shall forward such request to Covered Entity within five (5) calendar days of such contact;
- 3.1.12** Within ten (10) calendar days of a request by Covered Entity, Business Associate agrees to comply with Covered Entity's request to make amendments to PHI, whether or not maintained by Business Associate in a designated record set. Business Associate shall promptly incorporate any such amendments into the PHI. In the event an individual contacts Business Associate directly about making amendments to his/her PHI, Business Associate will not make any amendments to the individual's PHI but shall forward such request to Covered Entity within five (5) calendar days of such contact. and
- 3.1.13** Provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with this Agreement to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of the PHI in accordance with 45 CFR §164.528.

3.2 Business Associate agrees to: With regard to its use and/or disclosure of EPHI, Business Associate hereby agrees to the following:

- 3.2.1** Implement each "Required" administrative, physical, and technical safeguard that reasonably and appropriately protects the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the security regulations 45 CFR §164.302 through 45 CFR §164.318 or as later amended;
- 3.2.2** Ensure that any representatives, subcontractors, and agents, to whom Business Associate provides EPHI, agrees to implement reasonable and appropriate safeguards to protect such EPHI;
- 3.2.3** Report to Covered Entity in writing any EPHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity that is not permitted or required by the Agreement promptly and as soon as reasonably practicable after the Business Associate's discovery;
- 3.2.4** For each standard that is "Addressable" Business Associate must either implement the specification or document why implementing the specification is not reasonable and implement an equivalent alternative measure.

SECTION 4. OBLIGATIONS OF COVERED ENTITY

4.1 Obligations of Covered Entity. With regard to the use and/or disclosure of the PHI by Business Associate, Covered Entity hereby agrees to the following:

- 4.1.1** Notify Business Associate of any changes in the form of notice of privacy practices that Covered Entity provides to individuals pursuant to 45 CFR §164.520 and to provide Business Associate with a copy of the notice currently in use;
- 4.1.2** Notify Business Associate of any changes, restrictions, or revocation of permission by

individuals to use or disclose the PHI, to the extent that such changes may affect Business Associate's use or disclosure of the PHI; and

- 4.1.3 Not to request Business Associate to use or disclose the PHI in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity.

SECTION 5. TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue until all of the PHI provided by Covered Entity to Business Associate, or created, received, maintained or transmitted by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is unfeasible for Business Associate to return or destroy the PHI, Business Associate shall inform Covered Entity of the reason it is not feasible and shall continue to extend the protections of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the PHI infeasible. All obligations of Business Associate under Section 3 shall continue as long as such PHI is maintained by Business Associate and its subcontractors or agents.

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

- 5.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation within thirty (30) calendar days. Covered Entity may terminate this Agreement if Business Associate does not cure the breach or end the violation within such thirty (30) calendar day time period; or
- 5.2.2 Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and a cure by Business Associate of such breach is not possible; or
- 5.2.3 If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

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

5.4 Effect of Termination.

- 5.4.1 Except as provided in Section 5.1.1, upon termination of this Agreement for any reason, Business Associate shall promptly return or destroy all the PHI received from Covered Entity, or created, received, maintained or transmitted by Business Associate on behalf of Covered Entity. This provision shall apply to the PHI that is in the possession or under the control of representatives, subcontractors, and agents \of Business Associate. Neither Business Associate, nor its representatives, subcontractors, and agents , shall retain copies of the PHI; or
- 5.4.2 Business Associate's obligations under this Section 5.4 shall survive the termination of this Agreement indefinitely.
- 5.4.3 Should this Agreement be terminated for cause by Covered Entity, such termination shall be considered a material default by Business Associate under the Agent / Agency Agreement between it and Covered Entity and shall entitle Covered Entity to terminate that agreement.

SECTION 6. MISCELLANEOUS

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

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

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

6.4 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any employees, subcontractors, or agents assisting Business Associate in the performance of its obligations under this Agreement and those agreements and arrangements described in Section 2, available to Covered Entity and its counsel in the event of litigation or administrative proceedings commenced against Covered Entity, its officers, directors, and employees, based upon a violation by Business Associate, its employees, subcontractors or agents of HIPAA, the Privacy and Security Rules, or other laws relating to security and/or privacy, except where Business Associate or its employees, subcontractors, or agents are named as an adverse party in the proceeding.

6.5 Indemnification. Each party agrees to indemnify the other party, its assignees and licensees, and hold each of them harmless from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses, including reasonable legal fees, arising out of or by reason of any breach or alleged breach by the other party, its employees, subcontractors, or agents, of any of its obligations under this Agreement.

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

If to Covered Entity:

National Guardian Life Insurance Company

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

If to Business Associate (Agency):

Telephone: _____

Fax: _____

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

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

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

6.9 Counterpart Execution. This Agreement may be executed in any number of counterparts, each of

which shall be an original, but all of which shall together constitute one and the same instrument. For purposes hereof, facsimile copies hereof and facsimile signatures hereof shall be authorized and deemed effective.

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

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

"COVERED ENTITY"

NATIONAL GUARDIAN LIFE INSURANCE
COMPANY

By: _____

Name: _____

Title: _____

"BUSINESS ASSOCIATE"

By: _____

Name: _____

Title: _____

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

Part I Taxpayer Identification Number (TIN)

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

Social security number									
				-			-		

or

Employer identification number									
				-					

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

DISCLOSURE AND AUTHORIZATION FOR CONSUMER REPORTS

Disclosure:

In connection with your application for contract services with NGL, a consumer report or an investigative consumer report will be requested during the application process and if contracted, during your contract term. It may contain information about your character, general reputation, personal characteristics, mode of living, qualifications and credentials. The nature and scope of the consumer report or investigative consumer report is the procurement of reports such as consumer credit, criminal records, civil records, driving records, employment verification, education verification, professional license verification and others. I understand that, upon written request within a reasonable period of time, I am entitled to additional information concerning the nature and scope of this investigation. I understand that pursuant to the Fair Credit Reporting Act (FCRA), I have the right to know if adverse action is being considered against me as a result of information contained in this report, that I have the right to a copy of this report prior to any adverse action taken against me, and to dispute the accuracy of any information in this report by contacting the consumer reporting agency. I understand that I may have additional rights under state law which I may determine by contacting my state or local consumer protection agency.

Consumer Reporting Agency:

CastleBranch

1845 Sir Tyler Drive
Wilmington, NC 28405
(888) 723-4263

- Oklahoma, Minnesota, and California applicants may obtain a copy of this consumer report by checking this box. This report will be sent to California applicants within three days of the employer receiving the report.
- California applicants only: For consumer reports which were not obtained by a consumer reporting agency, by checking this box you waive the right to obtain a copy of the report. If unchecked, you will receive this report within seven days of the employer receiving it.

California only: For reports obtained by CastleBranch, California applicants also may review the file CastleBranch maintains on you during normal business hours, upon submitting proper I.D. and by paying fees associated with making copies of those files. In the State of California, a new Disclosure and Authorization/Release of Information form is required each time a subsequent Consumer Report/Investigative Consumer Report is going to be requested. The nature and scope of the consumer report or investigative consumer report is the procurement of reports such as consumer credit, criminal records, civil records, driving records, employment verification, education verification, professional license verification and others.

AUTHORIZATION / RELEASE OF INFORMATION:

I have carefully read and understand the above Disclosure. I hereby authorize the obtaining of driving records, consumer reports and investigative consumer reports at any time after receipt of this authorization. I authorize without reservation, any party or agency contact by NGL, to furnish information about my character, reputation, personal characteristics, credentials, and/or credit and indebtedness. I understand this may involve obtaining driving records, personal interviews with sources such as schools, employers, supervisors, friends, neighbors, associates, state, federal or local agencies, and public record or law enforcement agencies. I further authorize ongoing procurement of these reports at any time during my continued employment or contract for services, unless specifically prohibited by state law. I also agree that a fax or photocopy of this authorization with my signature shall be accepted with the same authority as the original.

I further understand and authorize by signing below, that in accordance with the legitimate business practices of NGL that copies of my application and consumer reports may be furnished to the affiliates, assignees or agents of NGL.

Signature _____ Date _____

IDENTIFICATION INFORMATION FOR CONSUMER REPORTING AGENCY

Name _____ Date of Birth _____ Social Security # _____
First / MI / Last (Please Print or Type) *mm/dd/yyyy*

INVESTIGATIVE CONSUMER REPORTING AGENCIES ACT

California Civil Code Section 1786.22

- (a.) An Investigative Consumer Reporting Agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b.) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
 - (1.) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
 - (2.) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative Consumer Reporting Agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
 - (3.) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- (c.) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as valid driver's license, social security number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify themselves with the information described above, may an Investigative Consumer Reporting Agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.
- (d.) The Investigative Consumer Reporting Agency shall provide trained personnel to explain to the consumer any information furnished them pursuant to Section 1786.10.
- (e.) The Investigative Consumer Reporting Agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f.) The consumer shall be permitted to be accompanied by one other person of their choosing, who shall furnish reasonable identification. An Investigative Consumer Reporting Agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.