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

Welcome to EzAssurance and the Income Protection Assurance Platform. The following is needed to activate your appointment and personalized website.

NATIONAL GUARDIAN LIFE INSURANCE COMPANY (NGL)

Please complete all the information for NGL. They have provided a Contracting Cover Sheet that you can use as a checklist. All the information must be completed.

PERSONALIZED WEBSITE

Please note that the information you provide on the NGL paperwork will be the information we use for your personalized marketing website, i.e.
Agent/Agency Name, Phone Number and E-Mail.

If you would like your picture and/or agency logo, please provide a .jpeg file for each.

Please note: *You will receive an invoice for a one-time $50.00 set up fee to establish your personal DI website.*

COMMISSIONS

Please complete Direct Deposit Completion Agreement and a voided check to the account you want your commissions deposited. All commissions will be paid via ACH payments. Minimum commission payment amount is $50.

Note: Agent pre-appointment states are: MT, PA, WA, WI
IPA is approved in all states except: CA, FL, MT, SD, NY (12-07-2017)

****PLEASE E-MAIL ALL CONTRACTING INFORMATION TO YOUR REPORTING AGENCY****

Contracting Questionnaire

Authorized Representative / Agency / Agent

National Guardian Life Insurance Company (NGL) • PO Box 1191 • Madison, WI 53701-1191
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

Agents and Agencies are not permitted to solicit, sell or procure an application for insurance until they possess an insurance agent's license and authorization from National Guardian Life Insurance Company. Omission of any information below will delay authorization from National Guardian Life Insurance Company and payment of commissions.

NAME OF AUTHORIZED REPRESENTATIVE / AGENCY / AGENT		SSN		DOB
NAME OF CORPORATION		TAX ID NUMBER		
BUSINESS ADDRESS	CITY	STATE	ZIP CODE	PHONE
RESIDENTIAL ADDRESS (P.O. Box)	CITY	STATE	ZIP CODE	FAX #
CONTACT NAME		EMAIL ADDRESS		PHONE
PRINT NAMES AND TITLES OF ALL OFFICERS:				
ADDITIONAL STATE APPOINTMENTS				
COMMISSION PAYMENTS PAID TO: AGENT AGENCY (Please circle one)				

BACKGROUND: (Please explain, include dates, and "yes" answers on a separate sheet)
Has Authorized Representative / Agency / Agent ever:

been appointed by National Guardian Life Insurance Company?	❑ Yes ❑ No
had a complaint filed against you with an Insurance Department? State?	❑ Yes ❑ No
been refused a bond?	❑ Yes ❑ No
been the subject of any investigation or proceeding by any insurance jurisdiction?	❑ Yes ❑ No
had any agency contract or company appointment canceled for cause (e.g., misrepresentation, misappropriation, etc.)?	❑ Yes ❑ No
been suspended, expelled, fined, barred, censured or otherwise disciplined or found to have violated any law or rule by any party in the insurance industry?	❑ Yes ❑ No
been refused a license to sell insurance or membership in any insurance organization or had a license suspended or revoked for cause by any jurisdiction?	❑ Yes ❑ No
withdrawn any application or surrendered any license to avoid any disciplinary action or the denial of a license?	❑ Yes ❑ No
been convicted of or pleaded no contest to any felony or misdemeanor, except for traffic offenses? If yes, give complete information and attach copy of court order.	❑ Yes ❑ No
have any criminal charges pending against you?	❑ Yes ❑ No
gone through bankruptcy, had salary attached or had any liens or judgments outstanding against you?	❑ Yes ❑ No
been named a party in any lawsuit?	❑ Yes ❑ No
Are you presently indebted to any insurer or any insurance company or managing general agent?	❑ Yes ❑ No
Do you intend to sell insurance principally for the purpose of placing insurance on risks owned or controlled by you, your employer or your family?	❑ Yes ❑ No

# of years Authorized Representative / Agency / Agent has been in business? _____

# of years Agency / Agent has been at present address? _____

CERTIFICATION / AUTHORIZATION - I certify that I have answered all questions honestly and to the best of my knowledge.

DATE _____ SIGNATURE OF AUTHORIZED REPRESENTATIVE / AGENT: _____

AGENT / AGENCY AGREEMENT

National Guardian Life Insurance Company (NGL) • PO Box 1191 • Madison, WI 53701-1191
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

MADISON, WISCONSIN
("the Company" or "Us" or "Our" or "NGL")
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 fifteen (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; or make any outbound calls or send any outbound texts or faxes for the purpose of marketing Our products, unless You are in complete compliance with all applicable federal or state laws, regulations and do-not-call lists, including but not limited to the Telephone Consumer Protection Act of 1991. Notwithstanding the foregoing, You may not send any mass or automated text messages, or make any outbound calls using an automated telephone dialing device or use prerecorded or artificial voice messages on Our behalf.
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 judgement as to the persons from whom applications are solicited, and the companies with which You will place such insurance. 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 a 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 and group conversion 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 individual, employer or group is terminated for any reason, the fee payable to You will be adjusted to reflect same.
   - You shall be entitled to a commission for so long as You remain the broker of record and this agreement is in force. If an individual, employer or group solicited by You provides us with notification of a change of its broker of record, Your entitlement to fees with respect to such individual, employer or group shall terminate at the close of business on the effective date of the change designating another broker of record.
   - At any time while this agreement is in effect, or after it is terminated, the Agency shall forfeit and shall not be entitled to receive any commissions or service fees due or to become due under this agreement, if the Agency shall:
     a. Violate any of the provisions of this agreement, or
     b. Shall neglect to report and pay over to the Company any premium collected by the Agency or sub-producer(s), or
     c. Shall 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. Shall 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 (90) 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 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 use 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. Subject to approval by the Company, this Agreement shall take effect on the ____ day of _____, _____.

Approval:

NATIONAL GUARDIAN LIFE INSURANCE COMPANY

By _____

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

_____
Agent / Agency Name

_____
Authorized Representative / Agent Signature

Social Security No. _____

Business Associate Agreement

National Guardian Life Insurance Company (NGL) • PO Box 1191 • Madison, WI 53701-1191
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

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 C.F.R. Parts 160 - 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 agreements 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 agreements or arrangement(s);

NOW, THEREFORE, in consideration of the Parties continuing obligations under this Agreement, compliance with HIPAA and the Privacy 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 mandated by the Privacy and Security Rules, but are nonetheless permitted by the Privacy and Security Rules, the provisions of this Agreement shall control. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.

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 Protected Health Information. Except as otherwise specified herein, Business Associate may make any and all uses of Protected Health Information necessary to perform its obligations under its arrangement(s) and agreement(s) with Covered Entity.

SECTION 3. RESPONSIBILITIES OF BUSINESS ASSOCIATE

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate hereby agrees to the following:

3.1.1 Not to use or disclose Protected Health Information except as permitted or required by this Agreement or as Required By Law;

3.1.2 To use appropriate safeguards to maintain the security of the Protected Health Information and to prevent unauthorized use and/or disclosure of the Protected Health Information;

3.1.3 To report to the designated privacy officer of Covered Entity, in writing, any use and/or disclosure of the Protected Health Information that is not permitted, required by this Agreement, or Required By Law, of which Business Associate becomes aware, including breaches of unsecured Protected Health Information as required at 45 CFR 164.410, and any security incident of which it becomes aware, within ten (10) days of Business Associate's discovery of such unauthorized use and/or disclosure;

3.1.4 To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of the Protected Health Information by Business Associate in violation of this Agreement;

3.1.5 To require all of its employees, representatives, subcontractors, and agents that create, receive, maintain, transmit or otherwise have access to the Protected Health Information under this Agreement to agree in writing to adhere to the same restrictions and conditions on the use and/or disclosure of the Protected Health Information that apply herein;

3.1.6 Upon written request, to 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 use and disclosure of the Protected Health Information to Covered Entity for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of this Agreement;

3.1.7 Upon written request, to make available all books, records, and agreements, including policies and procedures, relating to the use and disclosure of the Protected Health Information to the Secretary in a time and manner designated by the Secretary for the purposes of determining compliance with HIPAA and the Privacy and Security Rules;

3.1.8 To document any disclosures of the Protected Health Information 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 Protected Health Information in accordance with 45 CFR §164.528; and

3.1.9 To 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 Protected Health Information in accordance with 45 CFR §164.528.

3.2 Responsibilities of Business Associate. With regard to its use and/or disclosure of Electronic Protected Health Information (EPHI), the 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 agent, including a subcontractor, 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 the Business Associate creates, receives, maintains or transmits on behalf of Covered Entity that is not permitted or required by the Agreement within 15 days of 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. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 **Permitted Uses and Disclosures by Business Associate**. With regard to the use and disclosure of Protected Health Information, Business Associate agrees to the following:

4.1.1 Business Associate may only use or disclose Protected Health Information as necessary to perform the services set forth in agreement with Covered Entity;

4.1.2 Business Associate may use or disclose Protected Health Information as required by law;

4.1.3 Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures;

4.1.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity; and

4.1.5 Business Associate may use or disclose Protected Health Information in order to provide data aggregation services relating to health care operations of Covered Entity.

SECTION 5. OBLIGATIONS OF COVERED ENTITY

5.1 **Obligations of Covered Entity**. With regard to the use and/or disclosure of the Protected Health Information by Business Associate, Covered Entity hereby agrees to the following:

5.1.1 To notify Business Associate of any changes in the form of notice of privacy practices that Covered Entity provides to Individuals pursuant to 45 C.F.R. §164.520 and to provide Business Associate with a copy of the notice currently in use;

5.1.2 To notify Business Associate of any changes, restrictions, or revocation of, permission by Individuals to use or disclose the Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of the Protected Health Information;

5.1.3 To notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information;

5.1.4 Not to request Business Associate to use or disclose the Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity; and

5.1.5 Upon receiving notification from Business Associate concerning a breach of unsecured Protected Health Information, Covered Entity shall proceed with providing all required regulatory and consumer notifications.

SECTION 6. TERM AND TERMINATION

6.1 **Term**. The term of this Agreement shall commence as of the Effective Date and shall continue until all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is unfeasible for Business Associate to return or destroy the Protected Health Information, protections are extended to such information by Business Associate, in accordance with the termination provisions of this Agreement.

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

6.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation within a time period which Covered Entity determines is reasonable under the circumstances, terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

6.2.2 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

6.2.3 If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

6.3 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) 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.

6.4 Effect of Termination.

6.4.1 Except as provided in Section 6.4.2, upon termination of this Agreement for any reason, Business Associate shall promptly return or destroy all the Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to the Protected Health Information that is in the possession or under the control of subcontractors or agents of Business Associate. Neither Business Associate, nor its subcontractors or agents, shall retain copies of the Protected Health Information; or

6.4.2 In the event that the return or destruction of the Protected Health Information is unfeasible, Business Associate shall promptly provide to Covered Entity notification of the conditions that, in its view, make return or destruction unfeasible. Subject to Covered Entity's agreement therewith, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction unfeasible, for so long as Business Associate, its subcontractors or agents, maintain such Protected Health Information. All obligations of Business Associate under Section 3 shall continue as long as such Protected Health Information is maintained by Business Associate and its subcontractors or agents.

6.4.3 Business Associate's obligations under this Section 6.4 shall survive the termination of this Agreement indefinitely.

6.4.4 Should this Agreement be terminated for cause by Covered Entity, such termination shall be considered a material default by Business Associate under any underlying agreement between it and Covered Entity and shall entitle Covered Entity to terminate that agreement.

SECTION 7. MISCELLANEOUS

7.1 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.

7.2 Amendment. This Agreement may not be modified or amended, except in writing 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.

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

7.4 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, at no cost to Covered Entity, to testify, be deposed, or otherwise assist 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 claimed violation of HIPAA, the Privacy and Security Rules, or other laws relating to security and/or privacy, except where Business Associate or its employee, subcontractor, or agent is named as an adverse party in the proceeding. The provisions of this Section shall survive the termination of this Agreement indefinitely.

7.5 Indemnification. Business Associate agrees to indemnify Covered Entity, 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 legal fees, arising out of or by reason of any breach or alleged breach by Business Associate,

its employees, subcontractors, or agents, of any of its obligations under this Agreement.

7.6 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:

_____
_____
_____
_____
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.

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

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

7.9 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.

7.10 Entire Agreement. This Agreement sets forth the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes 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: _____
Patrick M. Juarez
Vice President, Director of Specialty Insurance Markets

"BUSINESS ASSOCIATE"

By: _____
Name:
Title:

General Authorization and Release

National Guardian Life Insurance Company (NGL) • PO Box 1191 • Madison, WI 53701-1191
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

I hereby authorize National Guardian Life Insurance Company (NGL) to contact any past employer, business associate, business partner, military service, court, law enforcement agency, insurance company, financial institution, or any other person or entity to obtain information about my background, employment, schooling, business activities and experience, character, criminal record, or financial status.

I hereby authorize any of the above persons, institutions, or entities to provide the above information to NGL and waive and release any claims I may have related to the providing of such information. I also authorize them to rely on a photocopy or facsimile copy of this authorization.

I also acknowledge that NGL may participate in programs which provide background and financial information on insurance agencies, agents or producers, including debit balances. I authorize NGL to obtain information about me personally and/or my entity (if applicable) from these programs and to share any information obtained from other sources with these programs. I also waive and release any claims I may have related to the sharing of such information by NGL or the programs in which NGL participates.

This authorization is continuing and remains in effect until revoked by me in writing delivered to an officer of NGL.

Signature: _____ Date: _____

Fair Credit Reporting Act Consumer Disclosure

National Guardian Life Insurance Company (NGL) • PO Box 1191 • Madison, WI 53701-1191
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

Obtaining a "Consumer Report" NGL[1], when making a decision to offer you a producer Agreement or to continue an Agreement, may obtain and use a "consumer report" from a "consumer reporting agency." These terms are defined in the Fair Credit Reporting Act as amended, 15, U.S.C. § 1681 et seq. ("FCRA").

A "consumer reporting agency" is defined in the FCRA as a person or business that for monetary fees, dues, or in a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to others.

A "consumer report" is defined by the FCRA as including any written, oral or other communication of any information by a "consumer reporting agency" bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in employment-related decisions affecting a consumer.

As an Agent / Agency with an interest in a relationship as a producer with NGL, you are a "consumer" with rights under the FCRA. If NGL obtains a "consumer report" about you and if NGL considers any information in the consumer report when making a decision that adversely affects you, you will be provided with a copy of the "consumer report" before the decision becomes final. You may also contact the Federal Trade Commission about your rights under the FCRA.

Signature of Authorize Representative / Agent: _____

Date: _____

[1] For purposes of this Authorization and Release, NGL includes National Guardian Life Insurance Company, its related companies and their agents.

National Guardian Life Insurance Company c/o

Company Name: _____

Address: _____

City/ST/Zip: _____

Phone: _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

Direct Deposit Commission Agreement

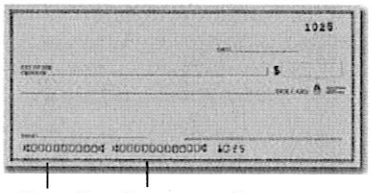
Information

Name
Company Name
Email Statements To
United States Bank Name

❍ **Checking**

❍ **Saving**

Attach voided check/deposit slip



Routing # Account #

Routing # | | | | | | | | | |

Account # | | | | | | | | | | | | | | | | |

I authorize EzAssurance, LLC to deposit commission payments directly to the account named above when appropriate. I authorize EzAssurance, LLC to adjust this account for any funds erroneously credited. This authorization shall remain in effect until EzAssurance, LLC has received, and has reasonable opportunity to act upon, written notification from me of its termination.

Signature: _____ Date: _____

EZ ASSURANCE

Appointment Fees Fast Facts

April 2017

RegEd

State	Appointment Fee - Licensed Agents				Appointment Fees: Per Line or Per Insurer	Term. Fee
	Resident		Nonresident			
	Individual	Firm	Individual	Firm		
Alabama	$40	$40	$40	$40	Per insurer	No fee
Alaska	Not an appointment state					
Arizona	Not an appointment state					
Arkansas	$20	$20	$60 retaliatory	$60 retaliatory	Per insurer	$10
California	$29	$29	$29	$29	Per line	$29
Colorado	Not an appointment state					
Connecticut	Domestic Companies: $100 + $50 Filing. Foreign Companies: $80 or $20 (depends on tax rate of domicile state). No fee for AK, AZ, CO, HI, IL, IN, MD, MO, MT, NY, OR, or RI (list subject to change) domiciles.				Per insurer	No fee
Delaware	$25	Firms not appointed.	$25	Firms not appointed.	Per insurer	No fee
District of Columbia	$25	$25	$25	$25	Per insurer	No fee
Florida	$60	Major lines agencies are not appointed in Florida.	$60 plus $6 per county in which the nonresident agent intends to physically transact insurance; $402 all counties.	Major lines agencies are not appointed in Florida.	Per insurer	No fee
Georgia	$14.84	Firms not appointed.	$14.84	Firms not appointed.	Per insurer	No fee
Hawaii	No fee	No fee	No fee	No fee	N/A	No fee
Idaho	No fee	No fee	No fee	No fee	N/A	No fee
Illinois	Not an appointment state					
Indiana	Not an appointment state					
Iowa	Domestic companies: $5 Foreign companies: retaliatory-contact DOI.	Firms not appointed.	Domestic companies: $5 Foreign companies: retaliatory-contact DOI	Firms not appointed.	Per insurer	No fee
Kansas	Domestic companies: $2; Foreign companies: $5	Domestic companies: $2; Foreign companies: $5	Domestic companies: $2; Foreign companies: $5	Domestic companies: $2; Foreign companies: $5	Per insurer	No fee
Kentucky	$40	$100	$50	$120	Per line of authority	No fee
Louisiana	$20	$20	$20	$20	Per insurer; variable appointment is additional.	No fee
Maine	$30	No fee	$45	No fee	Per licensee, per company	No fee
Maryland	Not an appointment state					
Massachusetts	$75	$75	$75	$75	Per individual or per member of a BE	No fee
Michigan	$5	$5	$5	$5	Per licensee, per company	No fee
Minnesota	$30	Firms not appointed	$30	Firms not appointed	Per insurer	No fee
Missouri	Not an appointment state					
Mississippi	$25	Firms not appointed	$25	Firms not appointed	Per insurer	No fee
Montana	No fee	No fee	No fee	No fee	N/A	No fee
Nebraska	$8 min., retaliatory to insurer state of domicile / contact DOI.	Firms not appointed	$8 min., retaliatory to insurer state of domicile / contact DOI.	Firms not appointed.	Per insurer	$3
Nevada	$15	$15	$15	$15	Per insurer	No fee
New Hampshire	$25	$25	$25	$25	Per insurer	$25
New Jersey	$25 electronic; $35 paper	$25 electronic; $35 paper	$25 electronic; $35 paper	$25 electronic; $35 paper	Per insurer	$25 electronic; $35 paper
New Mexico	$20	Firms not appointed, but must provide list of insurers with which they intend to transact business.	$20	Firms not appointed, but must provide list of insurers with which they intend to transact business.	Per line of authority	No fee
New York	No fee	No fee	No fee	No fee	N/A	No fee
North Carolina	$10	Firms not appointed.	$10	Firms not appointed	Per line of authority	$10 per LOA
North Dakota	$10	$10	$10	$10	Per insurer	No fee
Ohio	$15	$15	$15	$15	Per line of authority	No fee
Oklahoma	$30	$30	$30	$30	Per insurer	No fee
Oregon	Not an appointment state					
Pennsylvania	$15	$15	$15	$15	Per insurer	No fee
Rhode Island	No appts; fee to file annual list of contracted producers is $30 per individual reported.	No appts; fee to file annual list of contracted producers is $30 per firm reported.	No appts; fee to file annual list of contracted producers is $30 per individual reported.	Nonresident firms are not licensed.	N/A	N/A
South Carolina	$40 for local agent (selling agent); $100 for general agent (sells and supervises)	Firms are not appointed.	$40 for local agent (selling agent); $100 for general agent (sells and supervises)	Firms are not appointed.	Per insurer	No fee
South Dakota	$10	$10	$20	$20	Per insurer	No fee
Tennessee	$15	Firms not appointed, licensing is optional	$15	Firms not appointed, licensing is optional	Per insurer	$15
Texas	$10	$10	$10	$10	Per insurer	No fee
Utah	No fee	No fee	No fee	No fee	N/A	No fee
Vermont	$60 min., retaliatory to insurer state of domicile / contact DOI.	Firms not appointed	$60 min., retaliatory to insurer state of domicile / contact DOI.	Firms not appointed	Per line of authority	No fee
Virginia	$10	$10	$10	$10	Per line of authority	No fee
Washington	$20	$20	$20	$20	Per insurer	No fee

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Appointment Fees Fast Facts

April2017

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State	Appoinbnent Fee -Licenoed Agento				Appoinbnent Feeo: Per Line or Per Inourer	Tenn. Fee
	Rooident		Nonresident			
	Indi'Vidual	Firm	Indi'Vidual	Finn		
West Virginia	$25	Firms not appointed	$25	Firms not appointed	Pe:rinswe:r	No fee
Wisconsin	$16	Firms not appointed	$4()	Firms not appointed	Per line of authority	No fee
Wyoming	$15	$15	$15	$15	Per insurer	$15

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