

Individual Data

Full Name _____
Last *First* *Middle*

Date of Birth ____/____/____ Social Security #: ____ - ____ - ____

National Producer Number (NPN) _____

Business Name (if different) _____

ADDRESS

Residence _____
Street *City* *County* *State* *Zip+4*

Business _____
Street *City* *County* *State* *Zip+4*

Preferred Mailing Address: Residential Business

E-mail _____

TELEPHONE NUMBERS

Business Phone..... (_____) _____ - _____

Cell Phone..... (_____) _____ - _____

Fax #..... (_____) _____ - _____

Residence Phone..... (_____) _____ - _____

How long have you been an agent or broker? _____

Professional Designations: _____

Agency Data (Only if an Agency is being contracted)

Agency Name _____

Address _____
Street *City* *County* *State* *Zip+4*

Tax Identification # (must match W-9) _____

Corporation Partnership Sole Proprietor LLC D/B/A

How long have you been and agency? _____

Who is the appointed agent officer with the Department of Insurance? _____

License Data

Enclose a current copy of each state agent/agency insurance license (life and health) under which you will be selling Companion Life Insurance Company products.

Has a contract between you and Companion Life Insurance Company ever been terminated?

No Yes If Yes, when? _____

General Information

Please respond to all questions for you personally and any organization over which you have exercised control. If you answer "Yes" to any questions, you must attach an additional sheet explaining all relevant information and include supporting documents.

- Yes No 1. Do you have Errors & Omissions (E&O) coverage?
- Yes No 2. Have you ever been convicted of any crime, other than minor traffic offenses?
- Yes No 3. Has any insurance company ever canceled any contract of employment or your agent's appointment for any reason other than non-production?
- Yes No 4. Does any insurer or agent claim that you are indebted to them under any agency contract or otherwise? If "yes," give amount of debt and how the debt will be repaid.
- Yes No 5. Have you ever been refused an original or renewal license or had a license suspended or revoked or terminated for any type of insurance license by any state government or regulatory agency?
- Yes No 6. Have you ever been fined or had disciplinary action taken against you with any Department of Insurance?
- Yes No 7. Are you currently involved in any litigation or are there any unsatisfied judgments or liens (including state or federal tax liens) against you?
- Yes No 8. Do you currently have a pending bankruptcy or have you ever declared bankruptcy?
- Yes No 9. Within the past 10 years, have you ever had a complaint filed against you that resulted in a fine, penalty, cease or desist order, censure or consent order?
- Yes No 10. Have you ever defaulted on a (a) promissory note, or (b) any other debt, including consumer or credit card debt?

I certify, under penalty of perjury, that all answers and responses to questions and inquiries contained in this application are true, correct and complete. I further certify that I have read and am familiar with the sections of the insurance code for the state/s in which I am seeking appointment and that I am withholding no information which would affect my qualification for this appointment with Companion Life Insurance Company. I acknowledge that Companion Life Insurance Company has informed me that it may obtain consumer reports, reports of insurance department regulatory actions, and conduct investigative reports and background investigations on me or this agency for licensing purposes, initial and renewal state appointments, and at any other times Companion Life Insurance Company, at its discretion, deems necessary. I expressly authorize Companion Life Insurance Company to conduct these investigations and obtain consumer and credit reports and hereby authorize all persons and entities (including past and present employers) to provide Companion Life Insurance Company all requested information. I authorize Companion Life Insurance Company to use these reports and to provide them and any other pertinent information to all third parties where the third parties' legal interests and/or obligations are involved. I also authorize Companion Life Insurance Company to distribute any financial, business, legal, tax or work performance history regarding me or this agency that it receives from third parties or which is generated by Companion Life Insurance Company's data source that is not part of the investigative report, to all third parties including but not limited to agents or agencies that assume my debt balance responsibilities. By my signature below, I hereby release any individual or institution, including its officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may, at the time, result to me, as a result of conducting any investigation and/or using said information or as a result of compliance

with this authorization and request to release information or any attempt to comply with it. A copy of this authorization is as valid as the original. I understand that if contracted, this authorization will remain valid as long as I am contracted with Companion Life Insurance Company. Companion Life Insurance Company obtains consumer reports from: General Information Services, Inc., 917 Chapin Rd, Chapin, SC 29036. 1-888-333-5696.

Residents of California, Minnesota and Oklahoma have a right to request a copy of the consumer report which will disclose the nature and scope of the report.

Yes, please provide me a copy of the consumer report.

I certify that I have reviewed this application and acknowledge that this application will form a part of my agent agreement with Companion Life Insurance Company. I further understand that if any information provided in this application is found to be incorrect or incomplete, it may be grounds for rejecting this application or for termination of my contract, all in the sole discretion of Companion Life Insurance Company. I understand Companion Life Insurance Company will accept business from me upon completion and acceptance of the Agent Appointment Packet from the Home Office.

I have completed all necessary forms and submitted any required fees with a copy of my current insurance license(s).

Agent Printed Name

X _____ / ____ / ____
Signature of Agent *Date*

The General Agent accepts all responsibility for the applicant Agent and sponsors him as an Agent for Companion Life Insurance Company.

General Agent Printed Name

X _____ / ____ / ____
Signature of General Agent *Date*
(Direct Upline)

COMPANION LIFE INSURANCE COMPANY

Agency Contract

THIS AGREEMENT made and effective this _____ day of _____, _____ between **COMPANION LIFE INSURANCE COMPANY**, a South Carolina corporation, whose home office is located at 2501 Faraway Drive, Columbia, South Carolina 29219, hereinafter called the “Company”, and

of _____ County, State of _____, hereinafter referred to as the “Agent”.

The Agent is:

- an individual, a partnership, a disregarded entity,
 a corporation organized under the laws of the State of _____.

WITNESSETH: That these two Parties agree to transact business upon the following terms and conditions:

AUTHORITY TO SOLICIT. The Agent is hereby authorized to solicit applications for insurance and annuities for the Company; both personally and through properly licensed Sub-Agents appointed and assigned by the Company to the Agent from time to time.

SUB-AGENTS. The Agent has the authority to recruit, and recommend for appointment to the Company, other Agents and or Agencies. Those who are appointed by the Company, in its discretion, are referred to below as “Sub-Agents”. The Agent, agrees to use his best efforts to ensure that any Sub-Agent appointed on his recommendation is properly trained and supervised, and shall be responsible for such Sub-Agent’s faithful performance of his contractual obligations with the Company.

GENDER and NUMBER. Any references in this Contract to gender is not limited to that gender but is intended to apply to either gender or to any legal entity not having a gender. The number of all words shall include the singular and the plural.

DUTIES. The Agent shall promote and safe-guard the best interests and good name of the Company; shall fairly, truthfully and properly represent the Company and its products and services; and shall faithfully perform, in an ethical and professional manner, all the duties within the scope of the appointment under this Contract. In particular, but without limitation, the Agent agrees to perform the duties set forth below:

Knowledge. Agent shall read and become familiar with all state insurance laws and regulations, the provisions of the Company’s insurance policies that Agent sells and attend the Company’s sponsored training sessions as deemed necessary by the Company.

Conformity with law. Agent agrees to comply with all civil and criminal laws and statutes and with state insurance laws, regulations and policies.

Company Rules & Regulations. Agent shall strictly observe each and all the rules, regulations, policies, procedures and requirements set forth periodically by the Company.

Disclosure & Notification. Agent will promptly make known and available to the Company all information which comes into Agent’s possession or knowledge at any time concerning the underwriting of a risk, or of Agent’s or Sub- Agent’s suitability to perform or failure to perform any provision of this Contract. Agent shall promptly notify Company upon receiving notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. Company shall have final decision-making authority to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice.

GOVERNING LAW. To the fullest extent controllable by our stipulation, this Contract shall be construed in accordance with the laws of South Carolina applicable to contracts performed entirely within the State. All sums or amounts due or to become due to either party are payable in Columbia, South Carolina. Any interpretation of the language, intent, performance or obligation of this Contract shall be done in accordance with the laws of the state of South Carolina.

JURISDICTION, VENUE, ATTORNEY'S FEES AND COSTS. The Agent agrees that he shall be responsible for all costs including reasonable attorney fees, if any, incurred in the collection of any outstanding loan balances, debit balances, or account balances, accruing pursuant to this Contract and further agrees to the jurisdiction of any court of competent jurisdiction in Columbia, South Carolina for purposes of resolving any conflicts under this Contract or for the purposes of allowing the Company to recover any amounts owed, including amounts loaned subsequent to the execution of this Contract. The Agent knowingly waives any objection to venue or the jurisdiction of the court.

IN WITNESS WHEREOF, the parties hereto have executed this Contract with the effective date as above written.

Agent Printed Name

X _____
Agent Signature

Social Security / Tax I.D. Number

Date

General Agent Printed Name (Direct Upline)

X _____
General Agent Signature (Direct Upline)

Date

COMPANION LIFE INSURANCE COMPANY

By:

It's:

Date:

GUARANTEE BY OFFICERS OR PARTNERS

If the Agent is a corporation or partnership, each of the undersigned, in consideration of the Company executing this Contract, represents to the Company that the principal stockholders or partners of the Agency, with their percentage of interest in the total ownership of the Agency, are as follows, and does hereby personally and severally guarantee the performance of all terms, liability and responsibility for any default in such terms, conditions, covenant, and/or amendments.

Signature: X _____ Title: _____ % Interest _____

Signature: X _____ Title: _____ % Interest _____

Signature: X _____ Title: _____ % Interest _____

Signature: X _____ Title: _____ % Interest _____

COMPANION LIFE INSURANCE COMPANY

Annualization Agreement

For value received, Companion Life Insurance Company (the "Company") and the below indicated Borrower and/or Guarantor, enter into this Agreement upon the following terms and subject to the following conditions:

- General.** This Agreement is a supplement to, and subject to all the terms and conditions of, The Borrower's and/or Guarantor's most recent Agency Contract with the Company.
- Production.** The Company may, upon their discretion, exclude from this Agreement any policy the Borrower places with the Company.
- Amount of Loan.** When a policy is placed, the Company will loan to the Borrower: (see below). The maximum amount the Company will loan to Borrower on any one policy is \$1,500.00; and in any one month on all policies is \$5,000.00.

| | % of annualized Commissions |
|--------------------------|--------------------------------|
| Medicare Supplement..... | 100% |
| Medicare Select..... | 100% |

- Interest on Loan.** The current interest is 1% per month on the unpaid balance of the Borrower's account. Interest begins on the first day of the calendar month after the Borrower's initial Debit Balance begins.
- Repayment.** All advances/loans will be made on a policy by policy basis with the normal repayment of such advances/loans to be paid back to the Company from future commissions earned on the policyholder's future premium payments. If such policy is not issued, is not taken, or such policy lapses for any reason, the outstanding advance/loan on such policy becomes immediately payable to the Company. The Company at its sole discretion may offset this indebtedness from any and all money the Company might be paying to the Borrower and reserves the right to call for the repayment of the Borrower's aggregate Debit Balance (Account Balance) at any time.

While any balance is outstanding for loans made hereunder, or for interest on such loans, all commissions earned on any policy may be applied to the repayment of such advances/loans. Not taken fees, commission advance reversals and interest shall be deducted from any earned commission.

All such loans made under this Agreement shall be secured by the Agent's commissions from the sale of all life, annuity, and health insurance produced by said Agent, and shall be individually guaranteed by the Borrower and/or Guarantor. All loans made hereunder shall be payable upon demand should the Company at its sole discretion believe that the Borrower/Agent does not have sufficient commissions on the in-force business to repay the outstanding balance of the loans. In the event any policy is returned by the policyholder under the free-look provision, is cancelled or rescinded by the Company for any reason, lapses or otherwise terminates, the unpaid balance of the loan for that policy will be immediately due and payable, and, at the Company's option, the Company may apply future advances thereunder to the repayment of such balances. Such amount will be offset against any subsequent loans made on any policy that may be issued in the future and against any commissions earned on any policies.

- Right to Cancel.** Notwithstanding any other provision hereof, the Company shall have the right to cancel this Agreement at any time without prior notification to the Borrower and/or Guarantor, and in such event all amounts due the Company from the Borrower hereunder shall become immediately due and payable.
- Termination.** This Agreement will automatically terminate if the Borrower's or Guarantor's Agency Contract with the Company is terminated except that Borrower's and Guarantor's obligations shall continue as long as any balance is outstanding hereunder.

Borrower/Agent:

Agent Printed Name

X_____
Agent Signature

Social Security / Tax I.D. Number

Effective Date

GUARANTEE

The above Agreement having been executed at my request, I hereby guarantee the payment of all sums loaned pursuant to the foregoing Agreement. I understand any and all commissions, both first year and renewal, under any contract I have entered or will enter into with the Company, are hereby assigned as security for the repayment of sums guaranteed by my endorsement hereon and that I am personally responsible upon demand for the repayment of any advances/loans made by the Company pursuant to the Agreement.

This Annualization Agreement shall survive the termination of any contractual relationship between the Company and the Borrower/Agent and the Guarantor/Agent.

Guarantor/Agent:

Agent Printed Name

X _____
Agent Signature

Social Security / Tax I.D. Number

Effective Date

- e. *No Third Party Beneficiaries.* This Agreement is not intended to and does not create any rights or a private cause of action by any third party and is not intended for the benefit of any third party. There are no third party beneficiaries to or of this Agreement.
- f. *Successors and Assigns.* This Agreement and all rights and obligations hereunder shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Parties.
- g. *Survival.* The rights and obligations of Business Associate set forth in Section 7(c) hereof, and any other post-termination obligations of Business Associate, shall survive the termination of this Agreement.
- h. *Notices.* All notices which are required to be given hereunder shall be in writing and shall be mailed to the attention of the person signing the Service Agreement or as otherwise set forth in the Service Agreement.
- i. *Headings.* The captions, headings and titles in this Agreement are solely for convenience and reference and shall in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.
- j. *Choice of Law.* This Agreement shall be governed, performed, interpreted, construed, and enforced in accordance with the laws of the State of Florida.
- k. *Severability.* If any provision of this Agreement or application hereof is held or adjudged to be invalid or unenforceable, the invalidity shall not affect any other provisions or applications of this Agreement which can be given effect without the invalid provision or application. To this end, the provisions are severable.
- l. *Waiver.* No failure or delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other further exercise thereof or the exercise of any other right, power or remedy under this Agreement. The rights provided hereunder are cumulative and not exclusive of any rights provided by law.
- m. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, or the Privacy and Security Rules will be adequate or satisfactory for Business Associate's own purposes. Without limiting the terms of this Agreement, Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- n. *Entire Agreement.* This Agreement and the Service Agreement, including any exhibits, addenda, and amendments thereto, constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any prior or contemporaneous verbal or written agreements, communications and representations relating to the subject matter hereof.
- o. *Assistance in Litigation or Administrative Proceedings.* Business Associate agrees to provide requested assistance to Covered Entity in the event of claims, litigation, or administrative proceedings that may arise against either of the Parties hereto based upon a claim of a violation of HIPAA.

With my signature, I acknowledge receipt of and agree to the terms of the Business Associations Addendum received from Companion Life Insurance Company.

X _____
Agent Signature

Date

Companion Life Insurance Company
Administrative Office
PO Box 14158
Clearwater, FL 33766-4158
FAX: 855-860-0992

Check Deposit Authorization

I, the undersigned, do hereby authorize Companion Life Insurance Company and its affiliates to deposit my check as indicated below. This authority is to remain in full force and effect until Companion Life Insurance Company and its affiliates has received notification in writing from me of its termination in such time and in such manner as to afford Companion Life Insurance Company and its affiliates a reasonable opportunity to act on it. In no event shall it be effective with respect to entries processed prior to receipt of notice of termination.

I understand, this is not an assignment of commissions.1099's will continue to be issued to the commission owner.

A VOIDED CHECK MUST BE ATTACHED TO VERIFY ACCOUNT NUMBER.

New or Change Account
(check one)

Name of Bank _____

Bank Routing Number _____

Checking Account No. _____

or

Savings Account No. _____

Is This Electronic Deposit For:

Company or Individual
(check one)

Printed Name _____

Signature X _____

Tax ID or Social Security Number _____

PLEASE REMEMBER TO ATTACH A VOIDED CHECK TO VERIFY ACCOUNT NUMBER



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"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i> | |
| | 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:

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

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

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

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. 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
4. 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.