

# SAVERS MARKETING

Life | Health | Annuities

Savers Marketing  
[www.saversmarketing.com](http://www.saversmarketing.com)  
635 W. 4<sup>th</sup> Street, Suite 201  
Winston-Salem, NC 27101  
Toll-free: 800-642-0483  
Fax: 336-831-2047

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## Standard Life and Casualty Contracting Street Agent I

Thanks for your interest in this product and allowing Savers to be your marketing partner. Please follow the steps below to complete the contracting process and begin selling this product.

1. Please complete and return all pages of this contract.
  - a. (Note: You only need to return the pages you write on.)
  - b. *Your immediate upline also signs page 12 as Recruiting Agent.*
  - c. On page 22, you sign as Business Associate.
  
2. Include the following documents with the contract:
  - a. Copy of a Voided Check
  - b. Copy(s) of Resident/Non-Resident State Licenses for the states you are requesting appointment.
  
3. Send the completed contract to Savers Marketing by either:
  - a. Fax: 336-831-2047
  - b. Scan/Email: [contracting@saversmarketing.com](mailto:contracting@saversmarketing.com)

### Notes:

- You must be appointed by Standard Life and Casualty prior to selling this product.
- You may include a copy of your Errors & Omissions "Certificate of Coverage" if you have it, but it is NOT required.
- The state appointment fees will be deducted from the bank account used for Commissions (Section VI. in the contract).

Thanks again, if you have any questions please contact:

Kevin Ganter  
800-642-0483 ext.106  
[contracting@saversmarketing.com](mailto:contracting@saversmarketing.com)

Form Date: 02/08/2015



## Application for Agent Appointment – Street Agent I

I. PERSONAL INFORMATION

Agent Name: \_\_\_\_\_

SSN #: \_\_\_\_|\_\_\_\_|\_\_\_\_ - \_\_\_\_|\_\_\_\_ - \_\_\_\_|\_\_\_\_|\_\_\_\_|\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  Male  Female

Driver's License #: \_\_\_\_\_ State of Issue: \_\_\_\_\_

Business Address: \_\_\_\_\_  
Street City State Zip

Home Address: \_\_\_\_\_  
Street City State Zip

How Long at Home Address: \_\_\_\_\_

Previous Home Address: \_\_\_\_\_  
Street City State Zip

Business Ph: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Home Ph: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Cell Ph: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Fax #: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ E-mail: \_\_\_\_\_

Send Mail To:  Business  Home

II. LICENSE INFORMATION

Are you currently licensed as an:  Individual  Partnership  Corporation

Agency Name: \_\_\_\_\_

Employer ID Number (EIN) if applying as Partnership/Corporation: \_\_\_\_|\_\_\_\_ - \_\_\_\_|\_\_\_\_|\_\_\_\_|\_\_\_\_|\_\_\_\_|\_\_\_\_

States in which you are requesting appointment (attach copy of current license and fee for each state\*):

State	License #	Life	Health	Resident	Non-Resident

Do you have Errors and Omissions coverage?  YES  NO

If YES, Company Name: \_\_\_\_\_

Policy #: \_\_\_\_\_ Amount of Coverage: \_\_\_\_\_

**\* FEE SCHEDULE:**

STATE	Resident Fee	Non-Res Fee	STATE	Resident Fee	Non-Res Fee	STATE	Resident Fee	Non-Res Fee
AL	\$40.00	\$40.00	LA	\$20.00	\$20.00	OK	\$30.00	\$30.00
AR	\$20 (Company pays)	\$60 (Company pays)	MS	\$25.00	\$25.00	SC	\$40 (Company pays)	\$40 (Company pays)
CO	None	None	MO	None	None	SD	\$10.00	\$20.00
FL	\$60.00	\$60+\$6/county	NV	\$15.00	\$15.00	TN	\$15.00	\$15.00
GA	\$10.00	\$10.00	NC	\$10 per line	\$10 per line	TX	\$10.00	\$10.00
IN	None	None	ND	\$10.00	\$10.00	UT	None	None
KY	\$40.00 per line	\$50.00 per line	OH	\$15 per line	\$15 per line			

<b>III. INSURANCE EXPERIENCE</b>	<b>Company</b>	<b>Annual Life Production</b>	<b>13 Month Persistency</b>	<b>Annual A&amp;H Production</b>	<b>13 Month Persistency</b>

**IV. ASSIGNMENT OF COMMISSIONS:**

	<p>Do you want your commissions to be assigned to another person or business entity? If so:</p> <p><b>Name:</b> _____ <b>SSN/Tax ID #:</b> _____</p>
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<b>V. BACKGROUND QUESTIONS</b>	1. Have you ever been convicted of a felony, or a misdemeanor involving dishonesty, theft or breach of trust?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	2. Has a complaint ever been made against you with any state department of insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	3. Do you have any bad debts, tax liens, collections or judgments within the past 5 years which would appear in your credit report?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	4. Do you have any debit balances outstanding with other insurance companies?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	5. Have you ever used any name other than the one shown in the preceding Personal Information section?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	6. During the past 10 years, has any Department of Insurance or any securities or stock exchange suspended, cancelled, or revoked any license issued to you, fined you, or ever refused to issue or renew any such license for any reason whatsoever?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	7. Have you ever had any complaints against your conduct that resulted in a return of premium to any insured?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	8. Have you or your business filed for bankruptcy in the last 5 years or made an assignment for the benefit of creditors?	<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>V. BACKGROUND QUESTIONS</b>	If you have answered "YES" to any of the above background questions, give details below (Attach a separate sheet if necessary):	
	Q #	Explanation:

<b>VI. APPOINTMENT FEES &amp; COMMISSIONS</b>	<b>Appointment fee payment method:</b> <input type="checkbox"/> Bank Draft <input type="checkbox"/> Agent Will Mail A Check			
	<b>Commission payment method:</b> <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Check			
	<h2 style="margin: 0;">Bank Draft/Direct Deposit Authorization</h2>			
	<p>Sign the authorization below and provide the info below from the account you would like to use for bank draft and/or direct deposit. Provide a voided check with your submission. Your appointment fees will be paid by your bank and your commissions will be deposited to this bank. Both transaction types will be reflected in your bank statement.</p>			
	<p>I, the undersigned, hereby authorize and request Standard Life And Casualty Insurance Company (Standard) to make withdrawals from my bank account through electronic debits or any other commercially accepted practice for appointment fees that may become due in any amount per this Application for Agent Appointment. I further authorize Standard and the financial institution listed below to automatically deposit commission and advance commission payments at such times as Standard determines such payments are due. Should an inappropriate deposit be made, the financial institution is authorized to make debit entries to my account and return to Standard the amount of any such deposit. I further authorize and request that the above named financial institution need not furnish me with any special advice or notice of the withdrawal or deposits, and that this authorization shall remain in effect until Standard shall have received written notice of revocation from me. I further agree that if this account is replaced by an account in another bank, this request and authorization shall apply to such other bank. I further agree that if any such checks or electronic debits be dishonored, whether with or without cause and whether intentionally or inadvertently, neither Standard nor the above named financial institution shall be under no liability whatsoever. This Authorization may be terminated by either party by giving written notice to the other.</p>			
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Bank Name</i>				
<table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 30%;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Bank Routing/ABA #</i> </td> <td style="border: none; width: 40%;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Bank Account #</i> </td> <td style="border: none; width: 30%;"> <input type="checkbox"/> Checking   <input type="checkbox"/> Savings         </td> </tr> </table>		<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Bank Routing/ABA #</i>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Bank Account #</i>	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
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**SUBMIT THE FOLLOWING:**

- This Agent Agreement packet, completely filled out.
- Copies of Resident/Non-Resident state licenses for states in which you wish to be appointed.
- Fee for Resident/Non-Resident appointments (if paying via check) for the states requested.
- Copy of a voided check for bank draft/direct deposit authorization.
- Certificate of Coverage if you have errors and omissions insurance.
- IRS Form W-9, completed, signed, and dated.

Your contract cannot be processed unless all requirements are complete. If the answer to any of the Background Questions (Section V.) above is “Yes”, we need a full explanation. We will return a copy of your Agent Agreement documents to you after it has been executed by us.

## AGENT AGREEMENT

Agent is a/an:       Individual       Partnership       Corporation

Agent Name: \_\_\_\_\_ (“AGENT”)

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Standard Life And Casualty Insurance Company (STANDARD) and AGENT agree as follows:

**1. APPOINTMENT.**

STANDARD appoints AGENT to act as its agent in the solicitation of applications for insurance policies offered by STANDARD. AGENT shall maintain licenses required for soliciting applications for insurance offered by STANDARD. AGENT shall be solely responsible for completing any state required continuing education.

**2. RELATIONSHIP.**

AGENT is an independent contractor. AGENT is not a partner of STANDARD and is not an employee of STANDARD. Nothing contained herein shall create or be construed to create the relationship of employer and employee between STANDARD and AGENT or between STANDARD and any employee of AGENT. AGENT shall be in sole control over his or her time and activities.

**3. AUTHORITY AND RESPONSIBILITY.**

- A. AGENT is hereby authorized on behalf of STANDARD, but only in those states in which STANDARD is licensed to do business and provided AGENT is in compliance with all applicable regulatory licensing requirements at the time of solicitation, to solicit applications for the approved products offered by STANDARD that are listed in the Commission Schedule.
- B. All applications solicited by AGENT shall be delivered to STANDARD within twenty-four (24) hours of the application being written. Delivery of applications to STANDARD shall be via online enrollment, mail, express mail, fax, or by such other method as may be mutually agreed to by the parties.
- C. AGENT is authorized to collect the initial payment only for any policy or contract issued upon application solicited by AGENT and to deliver and service policies and contracts, as applicable, so issued, and provided:
  - a. All such payments shall be received in a fiduciary capacity by AGENT on behalf of STANDARD.
  - b. All checks shall be made payable to Standard Life And Casualty Insurance Company.
- D. AGENT shall comply with all laws applicable to the solicitation and sale of insurance products offered through this Agent Agreement.

**4. USUAL BUSINESS PRACTICES AND LAWS.**

AGENT and STANDARD shall follow STANDARD’s usual business practices with regard to application forms, underwriting, premium collection and remittance, policy issue and billing and other administrative matters, and STANDARD and AGENT shall abide by all applicable laws and regulations.

**5. LIMITATIONS.**

- A. AGENT is not authorized to extend credit for STANDARD or alter or waive any contractual or policy provisions of STANDARD’s policies of insurance or effect any contract of policy of insurance except through the use of authorized policy forms issued by STANDARD.
- B. AGENT shall not make any representations as to the policies of insurance except as may be contained in STANDARD’s published sales materials.
- C. AGENT shall not have exclusive rights to any specified territory.

- D. AGENT shall not induce or attempt to induce any policyholder of STANDARD to terminate such policy or to attempt to replace or effect a reduction in premium or coverage of any such policy, nor induce or attempt to induce any other agent of STANDARD to write for other carriers or to terminate his or her agent relationship with STANDARD, whether this Agent Agreement is in effect or after termination.
- E. AGENT shall have no authority to make, alter, modify, or discharge any policy or contract or extend any provision thereof; extend the time for payment of premium; waive any forfeiture; deliver any policy or contract unless the proposed covered person is at the time eligible for coverage and is insurable; incur any debts or expenses for which STANDARD may be liable; receive any money for STANDARD except the initial premium; withhold or convert to his/her own use or for the benefit of others any monies, securities, policies, or receipts belonging to STANDARD; fail to submit promptly to STANDARD any applications for policies or contracts; or accept payments other than in current funds of the United States.
- F. AGENT shall have no authority to endorse or present for collection any check, draft, or other instrument made payable to STANDARD.

**6. SUBAGENTS.**

- A. Subject to STANDARD's prior approval, AGENT may contract with subagents to solicit application for insurance policies offered by STANDARD. AGENT shall see that such subagents are properly licensed and appointed.
- B. AGENT can recommend the termination of a subagent, subject to STANDARD's prior approval.

**7. COMPENSATION.**

- A. AGENT's compensation shall be in the form of commissions on premium received by STANDARD on policies issued by STANDARD pursuant to applications submitted by AGENT or his or her subagents in accordance with the Schedule of Commissions attached hereto. Commissions earned on business written by subagents shall be the difference between the rate in the Schedule of Commissions and the rate earned by subagents.
- B. In the event STANDARD, in its sole discretion, elects to advance a portion of first year commission to AGENT, such advance shall constitute a debt owed by AGENT to STANDARD, and STANDARD shall have a prior lien on any sum due or to become due to AGENT for the collection of said indebtedness. AGENT acknowledges that any advance commissions are paid solely at the option of STANDARD, and that the advancing arrangement under which AGENT works may be adjusted or discontinued at any time by STANDARD for any reason, without affecting any other aspect of this Agent Agreement.
- C. STANDARD shall have the right to change the rates in the Schedule of Commissions at any time, provided however, that such change shall not affect commissions on policies sold prior to the change.
- D. AGENT hereby irrevocably assigns to STANDARD any and all commissions or other income due AGENT or to become due AGENT from any source whatsoever to be paid to and applied by STANDARD, in payment or partial payment of any indebtedness that may be owed by AGENT or AGENT's subagents. If AGENT should take or be placed into bankruptcy, no compensation shall be payable under this Agent Agreement and such compensation shall immediately become STANDARD's property, to the extent of the amount due STANDARD under this Agent Agreement or any agreement with STANDARD.
- E. In the event a policy is lapsed, STANDARD shall have the right to preserve or replace the policy and to place another policy(ies) with the policyholder. No further commissions will be payable to AGENT as the result of the company's exercise of this provision.
- F. In the event of death of the Insured (under a Modified or Graded Death Benefit Policy) we will chargeback to the AGENT commissions paid due to the death of a policyholder which occurs either within 6 months of the policy effective date for the Graded Death Benefit Policy, or within 12 months of the policy effective date for the Modified Death Benefit Policy. AGENT will be liable to STANDARD for this amount.

**8. GENERAL PROVISIONS.**

- A. No payroll or employment taxes of any kind shall be withheld or paid with respect to compensation paid AGENT. The payroll and/or employment taxes are the sole responsibility of AGENT.
- B. No workers compensation insurance has been or will be obtained by STANDARD on account of AGENT.

C. AGENT shall participate in all required training activities as specified by STANDARD.

**9. ADVERTISING.**

AGENT shall not publish or distribute any advertising material regarding STANDARD or its products without STANDARD's prior written approval. AGENT may not use STANDARD's name, logo, or any proprietary information on any printed or electronic advertising or Internet site without prior written approval of STANDARD. AGENT may create an electronic link for AGENT's website to STANDARD's website, but may not reproduce any of STANDARD's internet content or programs on AGENT's website. In the event AGENT becomes aware of any materials used in the sale or promotion of STANDARD's products which has not been approved by STANDARD, AGENT agrees to promptly disclose such information to STANDARD.

**10. ACCOUNTS, RECORDS AND MATERIALS.**

STANDARD shall provide AGENT with a monthly accounting of all commissions earned by AGENT. Any amount due to AGENT shall be paid at least monthly, unless the monthly sum is less than \$50.00. AGENT shall maintain complete and accurate records, in a form approved by STANDARD, of all business transacted by AGENT pursuant to this Agent Agreement. All documents maintained by AGENT pursuant to this Agent Agreement may be examined by STANDARD at any time. All materials and records provided by STANDARD to AGENT shall be kept confidential by AGENT and shall not be copied or divulged to any other person or entity. All materials and property provided to AGENT by STANDARD shall be returned to STANDARD on demand.

**11. ASSIGNMENT.**

No Assignment of this Agent Agreement or of any commissions accrued or to accrue hereunder shall be valid as against STANDARD unless previously approved and authorized in writing by STANDARD.

**12. MISCELLANEOUS.**

STANDARD reserves the right to cancel any policy of insurance in accordance with the terms of such policy. Any failure by STANDARD to insist on strict compliance with any provision of this Agent Agreement shall not constitute a waiver of such provision or any other provision. This Agent Agreement cancels and supersedes all prior agreements between STANDARD and AGENT. Any modifications of, or amendment to, this Agent Agreement must be in writing and signed by AGENT and an officer of STANDARD. This Agent Agreement shall be construed under the laws of the State of Utah.

**13. THE FINANCIAL SERVICES MODERNIZATION ACT OF 1999 (Graham-Leach-Bliley).**

To comply with legal requirements regarding the handling of the nonpublic personal information of our customers, AGENT agrees and acknowledges the following:

All nonpublic personal financial information or nonpublic personal health information related to any insured, or to any consumer or customer (as such terms are defined under applicable state or federal privacy laws) that you obtain on behalf of, or from, STANDARD or any affiliated entity, in the performance of your duties and obligations under this Agent Agreement or any other agreement with STANDARD shall be held in the strictest confidence by you and your representatives. You acknowledge receipt of a copy of our Privacy Notice and an understanding of our Privacy Policy, as well as an understanding of your responsibilities and duties to adhere to our Privacy Policy, as such may be amended from time to time. You are prohibited from disclosing or using any such information, except as necessary to carry out your duties and obligations under this Agent Agreement or any other agreement with STANDARD or as otherwise required under applicable state or federal law, including, without limitation, the Financial Services Modernization Act of 1999 (Graham-Leach-Bliley) and any state law or regulation implementing the same, and you will establish procedures to protect the security and confidentiality of such information.

**14. AUDITS.**

STANDARD shall have the right to perform, during normal business hours, periodic audit of all records related to STANDARD's business. AGENT shall cooperate with all reasonable requests for information and data to enable STANDARD to perform such audits. Additionally, STANDARD shall have the right to perform compliance audits to ensure compliance with applicable state and federal regulations relating to STANDARD business.



**15. TERMINATION.**

- A. Either party may terminate this Agent Agreement, without cause, upon providing written notice to the other party.
- B. This Agent Agreement shall terminate automatically at any time AGENT's license or appointment is canceled, suspended, revoked, or non-renewed.
- C. Upon written notice, either party may terminate this Agent Agreement for cause in the event of any material breach of any of the provisions of this Agent Agreement by the other party. Termination shall be effective immediately.
- D. Termination shall not affect AGENT's right to earn commission on policies written prior to termination. However, if termination is a result of fraud or other breach of this Agent Agreement by AGENT, then no further commissions shall be payable. If AGENT's earned commissions are less than \$600 in any calendar year, then no further commissions shall be payable.

**16. NON-SOLICITATION.**

During the term of this Agent Agreement, STANDARD shall not directly contract with or appoint a Representative of this AGENT through another broker, agency, or independent marketing organization unless the Representative has failed to produce any new sales with STANDARD for a period of six (6) months.

## COMMISSION SCHEDULE – Street Agent I

*Includes commissions payable to subagents. Commission in percent of premium.*

**Agent/Agency Name:** \_\_\_\_\_ (“AGENT”) shall be entitled to receive commissions at the rates shown on this Schedule for the products shown in the Schedule. Payment of commissions under this Schedule shall be subject to all the provisions of the Agent Agreement between Standard Life And Casualty Insurance Company (“STANDARD”) and AGENT in force at the time this Commission Schedule is executed by STANDARD. This Commission Schedule becomes a part of that Agent Agreement. Any applicable policy fees are non-commissionable. Commissions are immediately vested. Commissions will be reversed on reversed/refunded premiums. This Commission Schedule supersedes any prior commission rate agreements.

Commission will be calculated on the “base rate” premium. Base Rate means the premium rate in force at the time of issue. Commissions will not be payable on rate-ups or on premium rate increases, whether scheduled attained-age increases, or rate revisions applying to previously issued policies. In the event a policy is lapsed, STANDARD shall have the right to preserve or replace the policy and to place another policy(ies) with the policyholder. No further commissions will be payable to AGENT as the result of the company’s exercise of this provision.

<b>Product</b>	<b>1<sup>st</sup> Year</b>	<b>Renewal</b>
AccidentGuard (24-Hour Accident)	35%	4%
Cancer Protection Plus	45%	7.5%
Savers Advantage Home Health Care	50%	6%
Short-Term Medical	19%	n/a

### **Secure Advantage Final Expense Life/Preferred Whole Life**

<b>Issue Ages</b>	<b>1<sup>st</sup> Year</b>	<b>Years 2 – 5</b>	<b>Years 6 – 10</b>	<b>Years 11+</b>
0 – 80	100%	6%	2.5%	1%
81 – 85	75%	6%	2.5%	1%

## ADVANCE COMPENSATION ADDENDUM

1. Advances of first-year commissions will be subject to STANDARD's advance guidelines in force at the time the policy is issued. These guidelines are subject to change. An outline of them is as follows:
  - A. Advances will be paid on issued and paid business on monthly checking draft only. STANDARD has the right to decline to advance commissions on any policy for any reason if STANDARD deems the financial risk of payback to be too high.
  - B. A maximum of \$1,500 will be advanced on any one policy, insured, owner/payer or household.
  - C. Advance commission will not be paid on policies covering the life of AGENT, any relative of AGENT, or any other contracted AGENT.
  - D. In the event of any refund, rescission, lapsed or cancelled policy, any unearned portion of the advance will be charged back to AGENT's account. This will be recovered by STANDARD first from AGENT's next advance(s) and any earned commissions; if any amount of this chargeback is unrecovered at month end, STANDARD may, at its discretion, require AGENT to remit the amount of the unrecovered chargeback to STANDARD.
  - E. AGENT must maintain placement and persistency ratios that are satisfactory to STANDARD.
  - F. Advance guidelines may be modified at STANDARD's sole discretion at any time. This modification takes effect when STANDARD mails notice to AGENT's last known address as shown in STANDARD's records.
2. Earned commissions shall be credited against AGENT's debit balance created by advances (loan); no earned commissions will be payable to AGENT until such debit balance is paid off. Debit balance is the sum of advances (loan) currently outstanding on inforce policies which have not incurred a chargeback. Debit balances are not due to Standard as long as premiums are paid by the policyholder. Advances increase the debit balance as all of the premium is not yet earned. Premium payments made during the months of the advance will decrease the debit balance.
3. If this Agreement or the Agent Agreement is terminated for any reason, STANDARD's security interest in AGENT's earned commissions and AGENT's obligation to repay his/her indebtedness shall survive the termination of this Agreement or the Agent Agreement.
4. Interest will be charged at the end of each month, in the amount of 1% of the greater of the AGENT's debit balance or total debt including unrecovered chargebacks.

**AGENT is applying for (check one for Life; one for A&H and/or Supplemental Health):**

Individual Life, not in conjunction with Health Plan:

AS-EARNED COMMISSIONS; **or** (check one):

3-Month Advance on Issue     6-Month Advance on Issue     9-Month Advance on Issue

Individual A&H and/or Supplemental Health with ancillary products sold in conjunction:

AS-EARNED COMMISSIONS; **or** (check one):

3-Month Advance on Issue     6-Month Advance on Issue     9-Month Advance on Issue

**CERTIFICATION, AUTHORIZATION AND SIGNATURE**

AGENT NAME: \_\_\_\_\_ (“AGENT”)

For purposes of Certification, Authorization and Signature of this Agent Agreement by the AGENT and/or by Standard Life And Casualty Insurance Company (“STANDARD”), this document consists of the following parts: (1) Application for Agent Appointment; (2) Bank Draft/Direct Deposit Authorization Form; (3) Agent Agreement; (4) Schedule of Commissions; and (5) Advance Compensation Addendum.

By signing this Certification, Authorization and Signature page the AGENT executes all five parts of this document and (1) certifies that all of the information contained in the Application for Agent Appointment provided by the AGENT is true, correct and complete; (2) agrees to all of the terms and conditions of the Agent Agreement and Schedule of Commissions and Advance Compensation Addendum; and (3) authorizes Standard Life And Casualty Insurance Company and the financial institution named in the Bank Draft/Direct Deposit Authorization Form to automatically deposit commission and advance commission payments to the account specified in such Form and to abide by the terms contained in said Form.


AGENT agrees to notify STANDARD promptly if any of the information contained herein changes. AGENT acknowledges that he/she is familiar with the insurance laws and regulations of the jurisdictions to which AGENT is applying and is expressly forbidden to solicit insurance for STANDARD until duly notified. AGENT authorizes all persons and entities including but not limited to: businesses, corporations, former supervisors, credit agencies, government agencies, law enforcement agencies, educational institutions, state insurance departments, the NASD, and all Military services, to release all written and verbal information about AGENT to a background investigation company and STANDARD. AGENT releases each from all liability and responsibility for doing so. AGENT also authorizes the procurement of a consumer credit report and understands it may contain information about AGENT’s background, mode of living, character and personal reputation. AGENT acknowledges that he/she has the right to make a written request within a reasonable period of time for a complete and accurate disclosure of the nature and scope of the information requested in accordance with the Fair Credit Reporting Act (Public Law 91-508).

AGENT further authorizes STANDARD to investigate AGENT, now and at any time while AGENT is contracted with STANDARD, to share information obtained with: affiliated companies, AGENT up-line and company management. AGENT agrees that all authorizations in this document or referenced documents shall be valid for this and any future reports.

AGENT acknowledges receipt of document entitled “A Summary of Your Rights Under the Fair Credit Reporting Act”, and STANDARD’s Privacy Notice.

(signatures on next page)

**FOR INDIVIDUAL:**

 \_\_\_\_\_  
*Signature* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Full Name*

**FOR PARTNERSHIP OR CORPORATION:     PARTNERSHIP     CORPORATION (check one)**

\_\_\_\_\_  
*Signature (and title) of Partner or Corporate Officer* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name of Partnership or Corporation* \_\_\_\_\_  
*Federal Tax ID Number*

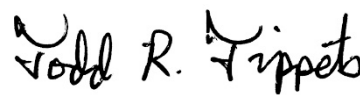
**MANAGING / RECRUITING AGENT'S CERTIFICATION:**

I certify to the best of my knowledge and belief that the applicant (AGENT) has a good personal and business reputation, is trustworthy and competent to act in the capacity of insurance agent. I accept responsibility, as a Guarantor, and agree to be held liable for, all debt that is or may become owed to STANDARD by the above AGENT. All terms of this document and all documents referenced above shall apply jointly and severally to AGENT and to me.

\_\_\_\_\_  
*Signature of Managing / Recruiting Agent* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name of Managing / Recruiting Agent* \_\_\_\_\_  
*Agent Number*

**STANDARD LIFE AND CASUALTY INSURANCE COMPANY:**

  
 \_\_\_\_\_  
*Signature of Corporate Officer* \_\_\_\_\_  
*Date*

**Todd R. Tippetts; Executive Vice President**  
 \_\_\_\_\_  
*Print Name and Title of Corporate Officer*

## **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy -- to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. §§1681-1681u. The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- You must be told if information in your file has been used against you. Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- You can find out what is in your file. At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- You can dispute inaccurate information with the CRA. If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs -- to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- Inaccurate information must be corrected or deleted. A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- You can dispute inaccurate items with the source of the information. If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- Outdated information may not be reported. In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- Access to your file is limited. A CRA may provide information about you only to people with a need recognized by the FCRA - usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- Your consent is required for reports that are provided to employers, or reports that contain medical information. A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers. Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- You may seek damages from violators. If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

<b>FOR QUESTIONS OR CONCERNS REGARDING</b>	<b>PLEASE CONTACT</b>
CRAs, creditors and others not listed below the Federal Trade Commission	Consumer Response Center- FCRA Washington, DC 20580 202-326-3761
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington D.C. 20552 800- 842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921 Department of Agriculture	Office of Deputy Administrator-GIPSA Washington, DC 20250 202-720-7051

**FAIR CREDIT REPORTING ACT NOTICE:**

In accordance with the Fair Credit Reporting Act (FCRA, Public Law 91-508, Title VI) revised effective September 20, 1997, this information may only be used to verify a statement(s) made by an individual in connection with legitimate business needs. The depth of information available varies from state to state. Status of updates are available on request. Although every effort has been made to assure accuracy, General Information Services, Inc. cannot act as guarantor of information accuracy or completeness. Final verification of an individual's identity and proper use of report contents are the user's responsibility. General Information Services, Inc.'s policy requires purchasers of these reports to have signed a Service Agreement. This ensures General Information Services, Inc. that users are familiar with and will abide by their obligations, as stated in the FCRA, revised effective September 30, 1997, to the individuals named in these reports. If information contained in this report is responsible for the suspension or termination of an employee or the application process, have the applicant/employee contact General Information Services, Inc.

*Revised 7/22/2003*

### CONSUMER AUTHORIZATION

- I. I understand that an investigative report may be generated on me that may include information as to my character, general reputation, personal characteristics, or mode of living; work habits, performance or experience, along with reasons for termination of past employment/professional license or credentials; financial/**credit history**; or criminal/civil/driving record history. I fully give my consent to and understand that General Information Services, Inc., on behalf of Standard Life And Casualty Insurance Company may be requesting information from public and private sources about any of the information noted earlier in this paragraph.
- II. IF APPLICABLE, Medical and worker's compensation information will only be requested in compliance with the Federal Americans with Disabilities Act (ADA) and/or any other applicable state laws. According to the **Fair Credit Reporting Act** (FCRA, Public Law 91-508, Title VI) which was **revised effective September 30, 1997**, I am entitled to know if the considerations for which I am applying are denied because of information obtained from a consumer reporting agency. If so, I will be notified and be given the name of the agency providing that report.
- III. I acknowledge that a telephonic facsimile (FAX) or photographic copy of this release shall be as valid as the original. This release is valid for most federal, state and county agencies including the Minnesota Department of Labor.
- IV. I understand that if I am a resident of **Minnesota/Oklahoma** (only) I may obtain a copy of the report ordered and now indicate my desire to do so by checking this box: . California residents must complete additional documentation. (The report will be sent to you at the address listed in the Application for Agent Appointment.)
- V. I hereby authorize, without reservation, any financial institution, law enforcement agency, information service bureau, school, employer or insurance company contacted by General Information Services, Inc. to furnish the information described in Section I.

**APPLICANT COMPLETE THE FOLLOWING:**



\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Full Name*

Personal information provided in the Application for Agent Appointment is required by law enforcement agencies and other entities for positive identification purposes when checking public records. It is confidential and will not be used for any other purposes.



## HIPAA BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (this “**BAA**”) is made and entered into by and between Standard Life And Casualty Insurance Company (“**Covered Entity**”) and AGENT (“**Business Associate**”).

### RECITALS

**WHEREAS**, Covered Entity and Business Associate are entering into or have entered into one or more agreements (the “**Agent Agreement**”) which establishes the relationship between Covered Entity and Business Associate;

**WHEREAS**, Covered Entity and Business Associate mutually desire to outline their individual responsibilities with respect to the Use and/or Disclosure of PHI as mandated by the Privacy Standards, the Electronic Transaction Standards, the Security Standards, and the Breach Notification Rules under HIPAA; and

**WHEREAS**, Covered Entity and Business Associate understand and agree that the Privacy Standards require that Covered Entity and Business Associate enter into a Business Associate Agreement which shall govern the Use and/or Disclosure of PHI.

Covered Entity and Business Associate therefore agree to the following terms and conditions:

#### **I. OBLIGATIONS OF BUSINESS ASSOCIATE**

##### **A. Privacy Standards.**

1. **General.** Business Associate acknowledges that it is a Business Associate of Covered Entity and agrees to comply, where applicable, with the Privacy Standards with regard to PHI. Accordingly, from and after the Effective Date, Business Associate shall comply with the following provisions with respect to an Individual’s PHI:
  - a. **Safeguards Against Misuse of Information.** Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately (i) prevent the intentional or unintentional Use or Disclosure of PHI in violation of the Privacy Standards, (ii) limit the incidental Use and Disclosure of PHI, and (iii) prevent the Use and/or Disclosure of PHI other than as provided for in the Agreement or this BAA.
  - b. **Reporting of Violations.** Business Associate shall immediately, but in no event more than forty-eight (48) hours after becoming aware of a Use or Disclosure of PHI not provided for in the Agreement or this BAA by Business Associate, its officers, directors, employees, representatives, subcontractors, or agents, or by a third party to whom Business Associate Disclosed PHI, report any such Use or Disclosure to Covered Entity.
  - c. **Disclosures to Third Parties.** Business Associate shall ensure that any representatives or agents, including subcontractors, that create, receive, maintain or transmit PHI from or on behalf of Business Associate, agree, in writing, to the same restrictions and conditions that apply to Business Associate with respect to such PHI.
  - d. **Access to Information.**
    - i. **Request by an Individual.** When an Individual makes a request to access his or her PHI contained in a Designated Record Set, Business Associate shall make such PHI available in accordance with 45 C.F.R. Section 164.524.
    - ii. **Documentation.** Business Associate shall maintain documentation for the longer of the requirements set forth in 45 C.F.R. Section 164.524(e) or the record retention requirements set forth in the Agreement.

- e. **Access to Electronic PHI.** Business Associate shall ensure that PHI is available in an electronic format, in accordance with 45 C.F.R. Section 164.524, provided that the request is made in accordance with HIPAA.
- f. **Amendment of PHI.**
  - i. **Handling of Requests by Business Associate.** When an Individual requests amendment of PHI contained in a Designated Record Set, Business Associate shall promptly make available PHI for amendment and incorporate any amendments to such information in accordance with 45 C.F.R. Section 164.526.
  - ii. **Documentation.** Business Associate shall maintain documentation for the longer of the requirements set forth in 45 C.F.R. Section 164.526(f), or the record retention requirements set forth in the Agreement.
- g. **Right to Accounting Disclosures.**
  - i. **Handling Requests for an Accounting of Disclosure.** When an Individual requests an accounting of Disclosures of PHI, other than Disclosures excepted under 45 C.F.R. Section 164.528(a)(1), Business Associate shall make available the information required to provide an accounting of Disclosures, in accordance with 45 C.F.R. Section 164.528, including Disclosures for PHI used for treatment, payment and health care operations contained within an Electronic Health Record maintained by Business Associate on behalf of Covered Entity pursuant to this BAA. Business Associate shall notify Covered Entity within five (5) days from the date Business Associate receives any request for an accounting of Disclosures directly from an Individual. At a minimum, the response to a request for an accounting of Disclosures shall include the following information: (A) the date of the Disclosure; (B) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (C) a brief description of the PHI Disclosed; and (D) a brief statement of the purpose of such Disclosure that reasonably informs the Individual of the basis for the Disclosure or, in lieu of such statement, a copy of a written request, if any, for a Disclosure under 45 C.F.R. Sections 164.502(a)(2)(ii) or 164.512.
  - ii. **Documentation.** Business Associate shall maintain a Designated Record Set for a period of three (3) years and make such Designated Record Set available to Covered Entity upon request in an electronic and written format so that Covered Entity may meet its Disclosure accounting obligations under 45 C.F.R. Section 164.528. Business Associate shall document any Disclosure of PHI and information related to such Disclosure as required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI for the longer of the requirements set forth in 45 C.F.R. Section 164.528(d) or the record retention requirements set forth in the Agreement.
- h. **Availability of Books and Records.** Business Associate shall make available its internal practices, books, and records relating to the Use and Disclosure of PHI and security of electronic PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity, or at the request of Covered Entity, to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity and Business Associate's compliance with the Privacy Standards, Security Standards and Breach Notification Rules.
- i. **Minimum Necessary Use and Disclosure.** In conducting functions and/or activities under the Agreement (including this BAA) that involve the Use and/or Disclosure of PHI, Business Associate shall make reasonable efforts to limit the Use and/or Disclosure of PHI to the minimum amount of information necessary, consistent with the Privacy Rule and as necessary, to accomplish the intended purpose of the Use or Disclosure.

- j. **Compliance with Privacy Standards.** To the extent that Business Associate carries out any of Covered Entity's obligations under the Privacy Standards, Business Associate agrees to comply with the requirements of the Privacy Standards that apply to Covered Entity in the performance of its obligations.
- k. **Prohibition on Sale of PHI.** Business Associate agrees to comply with the prohibition of sale of PHI without authorization unless an exception under 45 C.F.R. § 164.508 applies.
- l. **Insurance.** During the term of any and all Agreements, Business Associate agrees to maintain errors and omissions insurance with a minimum limit of five million dollars for each wrongful act to include privacy and liability. Business Associate shall provide Covered Entity with evidence of this required coverage via certificate of insurance and add, within 30 days of the Effective Date, and annually thereafter, Covered Entity as an additional insured. Failure to continue to maintain such insurance coverage shall constitute a material breach of any of the Agreements and Covered Entity shall have the right to terminate any of the Agreements.

**2. Permitted Uses and Disclosures of PHI.**

- a. **As Permitted in the Agreement.** Business Associate may Use or Disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement. Notwithstanding the foregoing, Business Associate agrees not to Use or further Disclose PHI other than as expressly permitted or required by this BAA or as Required by Law. In addition, Business Associate shall not, and shall ensure that its directors, officers, representatives, subcontractors, agents and employees do not, Use or Disclose PHI if such Use or Disclosure would violate the Privacy Standards if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.
  - b. **Other Permitted Uses and Disclosures.** Except as otherwise limited in this BAA, Business Associate may Use PHI received by Business Associate in its capacity as a Business Associate to Covered Entity if necessary for its proper management and administration or to carry out its legal responsibilities provided that: (A) the Disclosure is Required by Law; or (B) Business Associate obtains reasonable assurances from the person or entity to whom the information is Disclosed that such information will remain confidential and will be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person or entity will immediately notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- B. Electronic Transactions Standards.** If Business Associate conducts any Transaction for or on behalf of Covered Entity which is covered under the Electronic Transactions Standards from and after the Effective Date, Business Associate agrees that it will comply, and cause its employees, agents, representatives, and subcontractors to comply, with the applicable requirements of the Electronic Transactions Standards.
- C. Security Standards.** Business Associate agrees that it will use appropriate safeguards and comply, where applicable, with the Security Standards with regard to electronic PHI, and will cause all of its employees, agents, representatives, and subcontractors to comply with the applicable requirements of the Security Standards, including but not limited to the following:
- 1. **Security Safeguards.** Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by the Security Standards;



## II. TERM AND TERMINATION

- A. **Term.** The term of this BAA shall be effective as of the Effective Date, and shall terminate upon termination of the Agreement, provided however, that notwithstanding the termination of the Agreement, Business Associate shall be required to comply with Section II.C. below
- B. **Failure to Comply with HIPAA Obligations.**
1. **Mitigation Obligations.** If, following the Effective Date, Business Associate violates any of its obligations under Section I, Business Associate shall immediately take all steps necessary, at its sole cost and expense, to mitigate any harmful effects of such violation.
  2. **Opportunity to Cure; Termination.** If following the Effective Date, Business Associate notifies Covered Entity, or Covered Entity otherwise has reason to believe, that Business Associate has violated a material term of any of the requirements set forth in this BAA, and Covered Entity determines, in its sole discretion, that a cure of such violation is possible, then not later than five (5) calendar days following Covered Entity's notification Business Associate shall propose to Covered Entity a plan to address the violation (the "Corrective Plan"). If Covered Entity accepts the Corrective Plan, or Business Associate and Covered Entity agree to a modified Corrective Plan, such Corrective Plan shall be implemented immediately by Business Associate. If Business Associate fails to immediately implement the terms of the Corrective Plan, then, in addition to any other rights and remedies that may be available to Covered Entity, Covered Entity shall have the right to immediately terminate the Agreement (including this BAA). Notwithstanding the foregoing or any contrary provisions or terms in the Agreement, if (a) Covered Entity, in its sole discretion, believes a cure of such violation is not possible, or (b) the parties are unable to reach agreement on the terms of the Corrective Plan or otherwise are unable to reach agreement with respect to Covered Entity's concerns within five (5) calendar days after Business Associate proposes its Corrective Plan, then, upon written notice to Business Associate, Covered Entity shall have the right to immediately terminate the Agreement (including this BAA). In the event that termination of the Agreement (including this BAA) is not feasible, Covered Entity acknowledges and agrees that Business Associate has the right to report the breach to the Secretary.
- C. **Effect of Termination.** Except as set forth in this Section II.C., within sixty (60) days after the expiration or termination of the Agreement (including this BAA) for any reason, Business Associate shall, at its own expense, return or destroy all PHI received from, or created or received by Business Associate on behalf of, Covered Entity. This provision shall also apply to PHI that is in the possession of employees, representatives, subcontractors or agents of Business Associate. Business Associate and its employees, agents, representatives, and subcontractors shall not retain any copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. If Covered Entity agrees that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, if the parties determine that return or destruction of PHI is infeasible, Business Associate shall continue to make PHI available to Covered Entity, so that Covered Entity can comply with Sections I(A)(1)(d)-(h) of this BAA.
- D. **Cooperation.** Each party shall cooperate in good faith in all respects with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

## III. MISCELLANEOUS

- A. **Recitals.** The recitals at the beginning of this BAA are hereby incorporated in this BAA in their entirety.
- B. **Notices.** All notices, requests and other communications hereunder shall be in writing and addressed to the parties as set forth on the signature page. Notice will be deemed to have been given on the date of receipt if (i) delivered personally against written receipt, or (ii) by facsimile transmission against facsimile

confirmation, or (iii) mailed return receipt requested, or (iv) delivered by nationally recognized overnight courier.

- C. **State Law Requirements.** To the extent the applicable laws and regulations of any state that applies to this BAA are more stringent than those set forth in the Privacy Standards, any Use or Disclosure of PHI by Business Associate shall be made in accordance with such laws and regulations. Nothing in the Agreement or this BAA shall be construed to require Business Associate to use or disclose PHI without a written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure.
- D. **Interpretation.** Any ambiguity in any term or condition of this BAA shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA.
- E. **Changes or Modifications to HIPAA and HIPAA Regulations.** If, following the Effective Date, HIPAA is modified, and/or additional regulations are issued, this BAA shall be automatically amended to comply with applicable regulations and/or standards to which Covered Entity and/or Business Associate are or may be subject.
- F. **Indemnity for Third Party Claims.** Business Associate shall indemnify, defend and hold Covered Entity and its affiliates, and their respective members, directors, officers, shareholders, employees, representatives, agents, attorneys, successors, and assigns, harmless from and against any and all third-party claims, damages, liabilities, judgments, fines, assessments and/or other losses and expenses (including reasonable attorneys' fees) arising out of or relating to any omission or failure by Business Associate to comply with the terms of this BAA, without regard to any limitation or exclusion of damages provision set forth in the Agreement or in any other agreements between the parties.
- G. **Injunctive Relief.** Business Associate agrees that the remedies at law for a breach by it of the terms of this BAA may be inadequate and that monetary damages resulting from such breach may not be readily measured. Accordingly, in the event of a breach or threatened breach by Business Associate of the terms of this BAA, Covered Entity shall be entitled to immediate injunctive relief. Nothing herein shall prohibit Covered Entity from pursuing any other remedies that may be available to it for such breach.
- H. **Effect of BAA.** If there are any conflicts between the terms of the Agreement and the terms of this BAA, the terms of this BAA shall control. All non-conflicting terms of the Agreement shall survive and continue in full force and effect.
- I. **Counterparts; Attachments.** This BAA may be executed in counterparts, by manual or facsimile signature, each of which will be deemed an original and all of which together will constitute one and the same instrument.
- J. **Survival.** The obligations of Business Associate under Sections II.C., III.F, and III.G. of this BAA shall survive the termination of this BAA.
- K. **Regulatory References.** A reference in this Agreement (including this BAA) to a section in HIPAA means the section as in effect or as amended from time to time, and for which compliance is required.
- L. **Independent Contractors.** No provision of this Agreement (including this BAA) is intended to create, nor shall be deemed or construed to create, any employment, agency or joint venture relationship between Covered Entity and Business Associate other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement (including this BAA). None of the parties or any of their respective representatives shall be construed to be the agent, employer, or representative of the other. The parties have reviewed the factors to determine whether an agency relationship exists under the federal common law of agency and it is not the intention of either Covered Entity or Business Associate that Business Associate constitute an "agent" under such common law.
- M. **Entire Agreement.** The Agreement and this BAA constitute the entire agreement between the parties and supersedes all prior Business Associate Agreements, negotiations, discussions, representations, or proposals, whether oral or written, unless expressly incorporated herein, related to the subject matter of this BAA. Unless expressly provided otherwise herein, this BAA may not be modified unless in writing

signed by the duly authorized representatives of the parties. If any provision or part thereof is found to be invalid, the remaining provisions shall remain in full force and effect. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.


- N. **No Third Party Beneficiaries.** Except as otherwise provided for in HIPAA or this BAA, there are no third party beneficiaries to this BAA. Business Associate's obligations are to Covered Entity only.
- O. **Successors and Assigns.** This BAA will inure to the benefit of and be binding upon the successors and assigns of the parties. This BAA is not, however, assignable by any party without the prior written consent of the other party.

**IV. DEFINITIONS.**

- A. All capitalized terms in this BAA are defined either in this BAA or in the regulations implementing Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009) (Public Law 11-5) ("HITECH"), including the enforcement and civil monetary penalty regulations at Parts 160 Subparts C and D ("Enforcement Rule"), the privacy regulations at Parts 160 and 164 Subparts A and E ("Privacy Rule"), the security regulations at Parts 160 and 164 Subparts A and C ("Security Rule"), and the breach notification regulations at 45 C.F.R. Parts 160 and 164 Subpart C ("Breach Notification Rule"), which are incorporated by reference.

**IN WITNESS WHEREOF**, duly authorized representatives of the parties have executed this Business Associate Agreement as of the Effective Date.

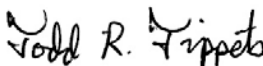
**BUSINESS ASSOCIATE:**

  
\_\_\_\_\_  
*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

**COVERED ENTITY (STANDARD LIFE AND CASUALTY INSURANCE COMPANY):**

  
\_\_\_\_\_  
*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

**Todd R. Tippetts**  
\_\_\_\_\_  
*Print Name*

**Executive Vice President**  
\_\_\_\_\_  
*Title*



