



TOTAL DENTAL ADMINISTRATORS, INC.

Group Insurance Multiple Case Commission Agreement

Companion Life Insurance Company (Companion) agrees to pay commissions to the Agent in accordance with the following group insurance premiums reported and paid to Companion at its home office in Columbia, South Carolina, on applications for group coverages.

COMMISSION SCHEDULES

Percent of Premiums
First Year Renewal

I. True Group Long Term Disability, 10 Plus

Portion of Yearly Premium which is:

| | | |
|---|-------|-------|
| First \$5,000 of Annual Premium | 15.0% | 15.0% |
| Next \$10,000 of Annual Premium | 10.0% | 10.0% |
| Next \$10,000 of Annual Premium | 8.0% | 8.0% |
| Next \$20,000 of Annual Premium | 5.0% | 5.0% |
| All Annual Premiums in Excess of \$45,000 | 2.5% | 2.5% |

II. True Group Life, AD&D, and STD, 10 Plus

Portion of Yearly Premium which is:

| | | |
|---|-------|-------|
| First \$5,000 of Annual Premium | 15.0% | 15.0% |
| Next \$10,000 of Annual Premium | 10.0% | 10.0% |
| Next \$10,000 of Annual Premium | 8.0% | 8.0% |
| Next \$20,000 of Annual Premium | 5.0% | 5.0% |
| All Annual Premiums in Excess of \$45,000 | 2.5% | 2.5% |

III. Indemnity Dental Plan

Group Size:

| | | |
|-----------------|-------|-------|
| 2-49 employees | 10.0% | 10.0% |
| 50-99 employees | 7.0% | 7.0% |
| 100+ employees | 4.0% | 4.0% |

IV. Companion Business Plan Life, STD, & LTD, 2-9 Employees 15.0% 15.0%

V. Voluntary Life, STD and LTD 15.0% 15.0%

VI. TDA Companion Plan, Dental Cents Plan (2-9 Employees) 10.0% 10.0%

Such commissions shall be payable as long as Companion retains the coverages (such retention being optional with Companion), but such payment shall be subject to and contingent upon (a) continuance of the Agent as the Agent of Record (as accepted by Companion); (b) continued reasonable servicing of the policyholders and cooperation with Companion by the Agent; (c) applicable laws or rulings of Insurance Departments; (d) compliance by the Agent with the reasonable rules and regulations of Companion; and (e) commission schedules remaining in effect with Companion Life Insurance Company.

If, because of cancellation of a policy, or for any other reason, any premium or premiums paid upon a policy are returned, the Agent, upon demand, shall repay the amount of commission received by him on premiums so returned.

Executed this _____ day of _____, _____.

ACCEPTED FOR AGENT/BROKER

By: _____
(Signature of Agent/Broker)

Name: _____
(Type or Print Name of Agent/Broker)

| |
|---|
| FOR HOME OFFICE USE ONLY: |
| ACCEPTED FOR COMPANION LIFE INSURANCE COMPANY |
| By: _____ (Signature of Authorized Representative) |
| Agent Code: _____ |

LICENSING INFORMATION

INSTRUCTIONS TO BECOME LICENSED & CONTRACTED WITH COMPANION LIFE:

1. Please complete both sides of this form.
2. Attach a photocopy of your Current Resident Insurance License or your Certificate of Qualification if you are located in PA.
3. If Commissions are being paid to the agency, please attach a photocopy of Agency License.
4. If you are located in GA attach your state's appointment form and consent form.
5. If applying for nonresident appointment, attach current home state certificate (dated within 90 days).
6. All information must be filled in and this form signed and dated before it can be processed.
7. **Please submit these documents with your first Group Case. Thank you.**

NAME _____ NICKNAME _____

BUSINESS NAME _____

BUSINESS ADDRESS _____

_____ E-MAIL ADDRESS _____

BUSINESS PHONE (____) _____ FAX NUMBER (____) _____

HOME ADDRESS _____

_____ COUNTY _____

SEND CORRESPONDENCE TO: _____ BUSINESS OR _____ HOME

HOME PHONE (____) _____

SOCIAL SECURITY NUMBER _____ DATE OF BIRTH _____

IF COMMISSIONS ARE TO BE PAID TO YOUR AGENCY GIVE NAME AND TAX ID _____

Yes No

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been convicted of any felony involving dishonesty or a breach of trust? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been convicted of a crime involving moral turpitude since becoming licensed? |
| <input type="checkbox"/> | <input type="checkbox"/> | With the exception of credit life and disability insurance agents, are you employed by or associated with to degree directly or indirectly, a financial institution as defined in section 626.988, F.S.? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been convicted of any crime under the Violent Crime Control and Law Enforcement Act of 1994 (18 United States Code, §§1033 and 1034)? |
| <input type="checkbox"/> | <input type="checkbox"/> | Do you have an outstanding debt with any insurance company? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been bankrupt or insolvent, either personally or professionally? |
| <input type="checkbox"/> | <input type="checkbox"/> | Has an insurance company ever canceled a contract with you? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever had a complaint filed against you by a state or provincial insurance department? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever had an insurance license denied or revoked by a state or province? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been refused a surety or fidelity bond? |

If the answer to any of these questions is "yes", please provide details on a separate sheet of paper.

All appointed agents must comply with all insurance laws, regulations and insurance department bulletins in the jurisdictions in which he is appointed. The applicant may not use, distribute, or publish any advertisement (as defined by the laws of the jurisdiction for which the applicant is appointed), solicitation material, or proposal which has not been filed with an approved in writing by Companion Life Insurance Company. The applicant agrees to assist and cooperate with Companion Life Insurance Company regarding any and all insurance department inquiries, complaints, or investigations.

I certify that all statements are true and correct to the best of my knowledge.

I understand that in compliance with Public law 91-508 (Fair Credit Reporting Act), an investigative consumer report may be prepared from information obtained from person with whom I am acquainted. Inquiry may include information as to my character, general reputation, personal characteristics and mode of living.

I understand that I have the right to make a written request, within a reasonable period of time, to receive information about the nature and scope of this investigation.

DATE

SIGNATURE

**TOTAL DENTAL ADMINISTRATORS HEALTH PLAN, INC.
SERVICE AGREEMENT**

This Service Agreement is entered into this _____ day of _____, 2____ by and between _____
_____ (hereinafter referred to as Producer), and Total Dental Administrators Health Plan, Inc. (hereinafter referred to as TDAHP, with reference to the following facts):

- A. TDAHP is a duly licensed Prepaid Dental Plan Organization and as such offers prepaid dental plans utilizing the services of agents to procure and service such business.
- B. Producer is a licensed insurance agent/broker or other individual or entity lawfully able to enter into this Agreement and an independent contractor not within the employ, control or supervision of TDAHP.
- C. Producer desires to enter into this Service Agreement with TDAHP under which Producer may receive fees from TDAHP for the procurement, establishment and conscientious servicing of prepaid dental plans underwritten by TDAHP.

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

- 1. Definitions of selected words used herein:
 - 1.1 Membership Dues means those amounts required to be paid on a regular prepayment basis by the Group or a Member (or both) each month for the Member to be eligible for benefits the following month.
 - 1.2 Policy means any prepaid dental plan which is offered to a group or individual by Producer as an agent on behalf of TDAHP, and in connection therewith a valid binding Membership Agreement that has been entered between TDAHP and such group or individual.
 - 1.3 Policyholder means any group or individual who is covered under a policy and has entered into an Agreement with TDAHP.
 - 1.4 Policy period means the term of a given Agreement, expressed in days, months or years, and any extensions or renewals thereof, provided any extension or renewal is in writing and so described in such writing of renewal or extension.
- 2. On Policies established and serviced by Producer, TDAHP will pay to Producer, as servicing fees thereon and as full and complete compensation therefore, that percentage of Membership Dues for the Policy period set forth on the attached commission schedule.
 - 2.1 The permission of the Policyholder to have Producer service its Policy, including the solicitation of new coverage during a Policy period.
 - 2.2 The producer establishing contact with the Policyholder not less than ninety (90) days prior to the expiration of a Contract to discuss new or renewal contract terms and making a written report of such contact to TDAHP.
 - 2.3 The producer performing ongoing service and solicitation in a manner satisfactory to TDAHP and in accordance with the covenants and provisions of this Agreement.

In the event the obligation to pay service fee terminates by reason of a failure of one or more of the foregoing conditions, TDAHP will inform Producer of such termination either personally, by telephone or in writing. Subsequent compliance by Producer with the above-stated conditions shall not reinstate service fee payments here under unless such reinstatement is in writing executed by TDAHP and attached hereto.

- 3. Any service fees (commissions) accrued hereunder shall not be payable until membership dues associated therewith are tendered to and accepted by TDAHP. In the event TDAHP must return, refund or adjust all or a portion of any membership dues upon which is based a service fee (commission) hereunder, Producer shall, upon demand from TDAHP, immediately repay that amount of the service fee (commission) received proportionate to the amount of membership dues so refunded or adjusted.
- 4. If any Policy shall be terminated by TDAHP or the Policyholder for any reason or cause whatsoever, all rights to service fees otherwise accruing hereunder shall cease as of the date of such termination.
- 5. Producer shall not have any authority or right to vary, discharge, waive or modify the terms of Policies, promotional brochures, advertising and other materials of TDAHP or to extend the time for payment of membership dues by a Policyholder.
- 6. Producer shall be personally liable to TDAHP for all monies due TDAHP, on any Policy, for membership dues paid to and collected by Producer, his delegates, agents and employees. All such monies shall be paid promptly to TDAHP, as TDAHP shall direct. The failure of Producer to promptly pay such monies, or otherwise comply with the covenants and provisions herein set forth, shall be prima facie evidence of a breach hereof and shall serve to immediately terminate this Agreement, all rights of Producer hereunder and the obligation of TDAHP to pay service fees.

7. Termination:

- 7.1 Either party shall have the right at any time with or without cause, to terminate this Agreement by delivering written notice of intention to do so to the other party.
- 7.2 This Agreement shall terminate upon (I) the death or retirement of Producer, (ii) by the determination of TDAHP that Producer has become totally or permanently disabled or mentally incompetent, or (iii) if Producer does not or is not able to continue to service Policies established by Producer.
- 7.3 The following acts by Producer are hereby agreed to be sufficient cause for termination of this Agreement: (I) fraud, (ii) embezzlement, (iii) willful violation of any insurance law or any ruling of the State or regulatory agency having supervisory powers over the business of TDAHP, (iv) violation of any provision of this Agreement, and (v) any other acts or omissions on the part of Producer which reflect unfavorably upon the reputation of TDAHP.
- 7.4 In the event of termination of this Agreement pursuant to this Paragraph, all rights to fees and any other form of compensation shall cease and no rights to damages of any nature shall accrue to Producer.

8. General Provisions:

- 8.1 In the event of a breach by either party to this Agreement and commencement of a subsequent legal action in a court of law or forum of arbitration, or in the event legal counsel is consulted in the event of any such breach or in anticipation of any such prospective legal action, the prevailing party in any such dispute shall be entitled to reimbursement of reasonable attorney=s fees and court costs. APrevailing party@ is the party in whose favor final judgment is rendered.
- 8.2 This Agreement is severable. In the event any provision hereof is or is declared to be unlawful or unenforceable by a court of competent jurisdiction, the balance of this Agreement shall be and remain in full force and effect.
- 8.3 This Agreement is personal with respect to the services of Producer. Producer may not make any assignment of this Agreement or any of the rights and obligations hereunder without first obtaining the written consent of TDAHP to any such assignment.
- 8.4 Producer agrees to indemnify and hold harmless TDAHP from and against any act or omission of Producer which may result in any claim, action, judgment, dispute or other loss of income to TDAHP, including indemnification for attorney=s fees and related costs incurred by TDAHP in disputing any such claim, action or dispute.
- 8.5 This Agreement permits Producer to procure and submit to TDAHP applications for Prepaid dental offered by TDAHP. Acceptance or rejection of any application is solely the determination of TDAHP and no cause need be justified concerning the rejection of any application. TDAHP makes no covenant or representation whatsoever concerning the acceptance of any Contract application.
- 8.6 The parties acknowledge and agree that Producer is an independent contractor and not an employee of TDAHP, and as such is solely responsible for his acts and omissions and the consequences thereof.
- 8.7 Notice shall be deemed given to the other party, unless otherwise stated, if personally delivered or placed in the U.S. mail, first class postage prepaid and addressed to Producer at the address given above and to TDAHP at its business office, or to such other address as a party may so direct.
- 8.8 Use of a pronoun or other term of gender herein shall apply to both female and male individuals and corporations and partnerships, as the case may be.
- 8.9 This Agreement represents the entire agreement of the parties with respect to the transactions contemplated herein, and any prior or contemporaneous oral or written negotiations, representations or agreements of the parties are merged herein and may not be used to vary or contradict the terms and provisions hereof.
- 8.10 This Agreement shall be subject to and governed by the laws of the State of Arizona. Any action brought by one party against the other by reason of this Agreement shall be valid only if filed in a court of competent jurisdiction located in the county of Maricopa in the State of Arizona.

The parties have entered into this Agreement as of the date set forth at the beginning hereof.

Accepted For Agent/Broker

Accepted For Total Dental Administrators Health Plan, Inc

By _____

By _____



| |
|--|
| DENTAL PLAN COMMISSION SCHEDULE |
|--|

PAYMENT OF COMMISSIONS - Commissions computed in accordance with the following schedule shall be payable monthly by the Company to the General Agent as and when membership dues are received and accepted by the Company, so long as said General Agent is recognized by the Policyholder as the Agent of Record, and the Policyholder is serviced in a manner satisfactory to the Company, and also subject to any deductions therefrom that may be required because of the indebtedness of the General Agent to the Company.

TDAHP Prepaid Dental Plans. New Business & Renewals. Seven Percent (7%) Level Scale (All Years)

Total Dental Administrators Health Plan, Inc.
2111 East Highland Avenue, Suite 250
Phoenix, Arizona 85016
(602) 266-1995 or toll free 1-888-422-1995

AGREEMENT WITH BUSINESS ASSOCIATE

This Agreement (“Agreement”) is effective upon execution, and is made by and between **the undersigned Agent/Agency (“Business Associate”)** and **Companion Life Insurance Company, Total Dental Administrators, Inc., Total Dental Administrators Health Plan, and Total Dental Administrators of Utah Inc (“Company”)**.

Company and Business Associate mutually agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64) and with the requirements of all insurance commissioner regulations implementing Title V of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 *et seq.*) that are applicable to Company’s relationship with Business Associate.

A. Privacy & Security of Protected Health Information, Electronic Protected Health Information and Nonpublic Personal Financial Information.

1. Permitted Uses and Disclosures. Business Associate is permitted or required to use or disclose Protected Health Information (“PHI”), electronic PHI and nonpublic Personal Financial Information (“NPI”) it creates or receives for or from Company or to request PHI, electronic PHI and NPI on Company’s behalf only as follows:

- a) Functions and Activities on Company’s Behalf. Business Associate is permitted to request the Minimum Necessary PHI, electronic PHI and NPI on Company’s behalf, and to use and to disclose the Minimum Necessary PHI or electronic PHI to perform functions, activities, or services for or on behalf of Company.
- b) Business Associate’s Operations. Business Associate may use the Minimum Necessary PHI, electronic PHI and NPI for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities. Business Associate may disclose the Minimum Necessary PHI and electronic PHI, but not such NPI, for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities only if:
 - (i) The disclosure is required by law; or
 - (ii) Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate will disclose PHI or electronic PHI that the person or organization will:
 - a. Hold such PHI, electronic PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
 - b. Promptly notify Business Associate (who will in turn promptly notify Company) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI or electronic PHI was breached.

2. Prohibition on Unauthorized Use or Disclosure. Business Associate will neither use nor disclose PHI, electronic PHI and NPI except as permitted or required by this Agreement, as otherwise permitted in writing by Company, or as required by law. This Agreement does not authorize Business Associate to use or disclose PHI, electronic PHI or NPI in a manner that would violate the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64) if done by Company, except as set forth in Section A(1)(b).

3. Information Safeguards. Business Associate will develop, document, implement, maintain, and use appropriate administrative, technical, and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 C.F.R. Part 164, Subparts C & E, and any other implementing regulations issued by the U.S. Department of Health and Human Services, and any other applicable laws. The safeguards will be designed to preserve the integrity, availability and confidentiality of

electronic PHI, and to prevent intentional or unintentional non-permitted or violating use or disclosure of, PHI or NPFI. Business Associate will document and keep these safeguards current. Business Associate agrees to mitigate any harmful effect that is known to the Business Associate resulting from a use or disclosure of PHI, electronic PHI or NPFI by the Business Associate or its subcontractors in violation of the requirements of this Agreement.

4. Subcontractors and Agents. Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this Agreement or in writing by Company to disclose PHI, electronic PHI and NPFI, to provide reasonable assurance, evidenced by written contract, that such subcontractor or agent will comply with the same privacy and security obligations as Business Associate with respect to such PHI, electronic PHI and NPFI.

B. Compliance with Standard Transactions. If Business Associate conducts, in whole or part, Standard Transactions for or on behalf of Company, Business Associate will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of Company that:

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
2. Adds any data element or segment to the maximum defined data set;
3. Uses any code or data element that is marked “not used” in the Standard Transaction’s implementation specification or is not in the Standard Transaction’s implementation specification; or
4. Changes the meaning or intent of the Standard Transaction’s implementation specification.

C. Individual Rights.

1. **Access.** Business Associate will, within five (5) business days after Company’s request, make available to Company or, at Company’s direction, to the individual (or the individual’s personal representative) for inspection and obtaining copies any PHI, electronic PHI and NPFI about the individual that is in Business Associate’s custody or control, so that Company may meet its access obligations under 45 C.F.R. § 164.524.
2. **Amendment.** Business Associate will, upon receipt of notice from Company, promptly amend or permit Company access to amend any portion of the PHI, electronic PHI and NPFI, so that Company may meet its amendment obligations under 45 C.F.R. § 164.526.
3. **Disclosure Accounting.** So that Company may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:
 - a) **Disclosure Tracking.** Starting April 14, 2003, Business Associate will record information concerning each disclosure of PHI or electronic PHI, not excepted from disclosure tracking under Agreement Section C.3(b) below, that Business Associate makes to Company or a third party. The information Business Associate will record includes: (i) the disclosure date; (ii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure; (iii) a brief description of the PHI or electronic PHI disclosed; and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the “disclosure information”). For repetitive disclosures Business Associate makes to the same person or entity for a single purpose, Business Associate may provide (x) the disclosure information for the first of these repetitive disclosures; (y) the frequency, periodicity or number of these repetitive disclosures; and (z) the date of the last of these repetitive disclosures. Business Associate will make this disclosure information available to Company within ten (10) business days after Company’s request.
 - b) **Exceptions from Disclosure Tracking.** Business Associate need not record disclosure information or otherwise account for disclosures of PHI or electronic PHI that this Agreement or Company in writing permits or requires (i) for purposes of treating the individual who is the subject of the PHI or electronic PHI disclosed, payment for that treatment, or for the health care operations of Business Associate; (ii) to the individual who is the subject of the PHI or electronic PHI disclosed or to that individual’s personal representative; (iii) pursuant to a valid authorization by the person who is the subject of the PHI or electronic PHI disclosed; (iv) to persons involved in that individual’s health care or payment related to

that individual's health care; (v) for notification for disaster relief purposes; (vi) for national security or intelligence purposes; (vii) as part of a limited data set; or (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody.

- c) Disclosure Tracking Time Periods. Business Associate must have available for Company the disclosure information required by Agreement Section C.3(a) for the six (6) years preceding Company's request for the disclosure information (except Business Associate need have no disclosure information for disclosures occurring before April 14, 2003).
- 4. **Restriction Requests; Confidential Communications.** Business Associate will comply with any requests for restriction requests and confidential communications of which it is aware and to which Company agrees pursuant to 45 C.F.R. § 164.522 (a) and (b).
- 5. **Inspection of Books and Records.** Business Associate will make its internal practices, books, and records, relating to its use and disclosure of PHI or electronic PHI, available to Company and to the U.S. Department of Health and Human Services to determine compliance with 45 C.F.R. Parts 160-64 or this Agreement.

D. Breach of Privacy & Security Obligations.

- 1. **Reporting.** Business Associate will report to Company any use or disclosure of PHI, electronic PHI and NPHI not permitted by this Agreement or by Company in writing. Business Associate will make the report to Company's Privacy Officer within three (3) business days after Business Associate learns of such non-permitted use or disclosure. Business Associate's report will, at a minimum:
 - a) Identify the nature of the non-permitted use or disclosure;
 - b) Identify the PHI, electronic PHI and NPHI used or disclosed;
 - c) Identify who made the non-permitted or violating use or disclosure and who received the non-permitted disclosure;
 - d) Identify what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures;
 - e) Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted use or disclosure; and
 - f) Provide such other information, including a written report, as Company may reasonably request.
- 2. **Security Incident.** If Business Associate becomes aware of any Security Incident, Business Associate shall report the same in writing to Company as provided below. Business Associate agrees to mitigate, to the extent practicable, any harmful effect resulting from such Security Incident. Notwithstanding anything to the contrary in this Agreement, this Section D.2 shall be effective as of April 20, 2005.
 - a) In determining how and how often Business Associate shall report to Company in writing the Security Incidents required above, both Company and Business Associate agree that unsuccessful attempts at unauthorized access or system interference occur frequently and that there is no significant benefit for data security from requiring the documentation and reporting of such unsuccessful intrusion attempts. In addition, both parties agree that the cost of documenting and reporting such unsuccessful attempts as they occur would swamp any potential benefit gained from reporting them. Consequently, both Company and Business Associate agree that this Agreement shall constitute the documentation, notice and written report of such unsuccessful attempts at unauthorized access or system interference as required above and by 45 C.F.R. Part 164, Subpart C and that no further notice or report of such attempts will be required. By way of example (and not limitation in any way), the Parties consider the following to be illustrative (but not exhaustive) of Unsuccessful Security Incidents when they do not result in unauthorized access, use, disclosure, modification, or

destruction of electronic PHI or interference with an information system:

- (i) Pings on a Party's firewall,
 - (ii) Port scans,

 - (iii) Attempts to log on to a system or enter a database with an invalid password or username, and
 - (iv) Denial-of-service attacks that do not result in a server being taken off-line.
 - (v) Malware (e.g., worms, viruses)
- b) Otherwise, Business Associate will document as required by 45 C.F.R. Part 164, Subpart C and report to Company (a) any successful unauthorized access, use, disclosure, modification, or destruction of Company's electronic PHI of which Business Associate becomes aware, or (b) any successful unauthorized interference with system operations in Business Associate's Information System containing Company's electronic PHI of which Business Associate becomes aware. Such reports will be provided within five (5) business days of when Business Associate becomes aware of the incident.

3. **Termination of Agreement.**

- a) **Right to Terminate for Breach.** Company may terminate Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this Agreement. Company may exercise this right to terminate Agreement by providing Business Associate written notice of termination, stating the breach of the Agreement that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in Company's notice of termination.
- b) **Obligations upon Termination.**
- (i) **Return or Destruction.** Upon termination, cancellation, expiration or other conclusion of Agreement, Business Associate will, if feasible, return to Company or destroy all PHI, electronic PHI and NPFI in whatever form or medium (including any electronic medium) and all copies of any data or compilations derived from and allowing identification of any individual who is a subject of PHI, electronic PHI and NPFI. Company will determine, in its sole discretion, whether Business Associate will destroy or return such PHI, electronic PHI and NPFI. Business Associate will complete such return or destruction as promptly as possible, but not later than ten (10) business days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. All costs related to the Business Associate's return or destruction of PHI, electronic PHI and NPFI will be paid by the Business Associate. Business Associate will identify any PHI, electronic PHI and NPFI that cannot feasibly be returned to Company or destroyed. Business Associate will limit its further use or disclosure of that PHI, electronic PHI and NPFI to those purposes that make return or destruction of that PHI, electronic PHI and NPFI infeasible. Within ten (10) business days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement, Business Associate will (a) certify on oath in writing to Company that such return or destruction has been completed, (b) deliver to Company the identification of any PHI, electronic PHI and NPFI for which return or destruction is infeasible, and (c) certify that it will only use or disclose such PHI, electronic PHI and NPFI for those purposes that make return or destruction infeasible.
 - (ii) **Continuing Privacy Obligation.** Business Associate's obligation to protect the privacy of the PHI, electronic PHI and NPFI it created or received for or from Company will be continuous and survive termination, cancellation, expiration or other conclusion of Agreement.
 - (iii) **Other Obligations and Rights.** Business Associate's other obligations and rights and Company's obligations and rights upon termination, cancellation, expiration or other conclusion of Agreement will be those set out in the Agreement.

4. **Indemnity.** Business Associate will indemnify and hold harmless Company and any Company affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted or violating use or disclosure of PHI, electronic PHI and NPFI or other breach of this Agreement by Business Associate or any subcontractor, agent, person or entity under Business Associate's control.
 - a) **Right to Tender or Undertake Defense.** If Company is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of PHI, electronic PHI and NPFI or other breach of this Agreement by Business Associate or any subcontractor, agent, person or entity under Business Associate's control, Company will have the option at any time to either: (i) tender its defense to Business Associate, in which case Business Associate will provide qualified attorneys, consultants, and other appropriate professionals to represent Company's interests at Business Associate's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.
 - b) **Right to Control Resolution.** Company will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that Company may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate of its obligation to indemnify Company under this Agreement Section D.3.

E. General Provisions.

1. **Definitions.** The capitalized term "Protected Health Information" and "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Company or another business associate of Company. The capitalized term "Electronic Protected Health Information:" and "electronic PHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 164.103. The capitalized term "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304. The capitalized term "Standard Transactions" shall have the meaning set out in 45 C.F.R. § 162.103. The term "Minimum Necessary" shall have the meaning set out in 45 C.F.R. § 164.502. The capitalized terms "Nonpublic Personal Information," "Nonpublic Personal Financial Information," and "NPFI" have the meanings set out in the insurance commissioner regulations implementing of Gramm-Leach-Bliley Act Title V that are applicable to Company's relationship with Business Associate.
2. **Owner of Protected Health Information.** Company is the exclusive owner of PHI, electronic PHI and NPFI generated or used under the terms of the Agreement or this Agreement.
3. **Amendment to Agreement.** Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to PHI, electronic PHI or Standard Transactions or by an insurance commissioner with jurisdiction over Company that implements Gramm-Leach-Bliley Act Title V, this Agreement will automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations.
4. **Disclosure of De-identified Data.** The process of converting PHI or electronic PHI to De-identified Data ("DID") is set forth in 45 C.F.R. § 164.514. In the event that Company provides Business Associate with DID, Business Associate shall not be given access to, nor shall Business Associate attempt to develop on its own, any keys or codes that can be used to re-identify data.
5. **Creation of De-identified Data.** In the event Business Associate wishes to convert PHI or electronic PHI and NPFI to DID, it must first subject its proposed plan for accomplishing the conversion to

Company for Company's approval, which shall not be unreasonably withheld.

6. **Intent.** The parties agree that there are no intended third party beneficiaries under this Agreement.

IN WITNESS WHEREOF, Company and Business Associate execute to be effective on the last date written below.

Agency/Agent Name

Companion Life Insurance Company

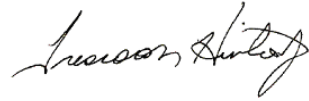
By: _____

Printed Name: _____

SSN: _____

Title: _____

Date: _____



By: _____

Printed Name: Trescott N. Hinton

Title: President

Date: _____

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

| | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> </tr> </table> | | | | | | | | | | |
| | | | | | | | | | | |
| or | | | | | | | | | | |
| Employer identification number | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> </tr> </table> | | | | | | | | | | |
| | | | | | | | | | | |

Note. If the account is in more than one name, see 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. person (including a U.S. resident alien).

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

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

Purpose of Form

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

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

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

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

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

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

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

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

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

Exempt From Backup Withholding

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

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

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

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship or single-owner LLC | The owner ³ |
| For this type of account: | Give name and EIN of: |
| 6. Sole proprietorship or single-owner LLC | The owner ³ |
| 7. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism. The authority to disclose information to combat terrorism expired on December 31, 2003. Legislation is pending that would reinstate this authority.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.