



UA Contracting Worksheet

A step by step guide to becoming a member of the UA Team!

	will delay the time necessary to conclude the activation process.
	red for Corporate
	portant Notice: United American Insurance does not contract any corporations in the state of Kansas.
	<b>Corporation/Agency Data Sheet</b> (Pkt. Pg 4) – Complete top for Principal Agent, bottom portion if also applying as a Corporation.
	Sub Agent Agreement (Pkt. Pg 6) - Sign, Date. Please include General Agent Information.
	Independent Contractor's Agreement – (Pkt. Pgs 8-12) Print Corporate name on (Pkt. Pg 8), sign/date by designated Agent on right side of (Pkt. Pg 11) (must sign signature section above the dotted line). <u>Return all pages.</u> • Advance Program (Optional Commission Loan Program) - Elect to receive loans from the Company by checking yes and signing (Pkt. Pg 11) (must also sign signature section below the dotted line to request advances). This feature is optional and subject to a pre-screening background approval.
	Check/Money Order Payable to United American or Credit Card Authorization Form (Pkt. Pg 35) - Complete, Sign, Date. (If applicable-see introductory letter chart)
	Addendum to IC Agmnt (FL Corp Only) (Pkt. Pg 37-38) – By signing you are agreeing to be responsible for notifying the DOI and Home office when there is a change in the principle agent.
	Personal Guarantee (Pkt. Pg 39-41) - Complete -Sign, Date.(Required for S-Corp and LLC's)
equi	red for Individual
	Independent Agent Contracting Data Sheet (Pkt. Pg 4) Complete. o NOTE: If there is Recruiting Agent/Agency involved with your appointment add their name and writing number on the second line of the data sheet, when there is no hierarchy form submitted with paperwork, the Recruiting Agent will not be included in the hierarchy.
	Independent Contractor's Agreement - (Pkt. Pgs 8-12) Print Corporate name on (Pkt. Pg 8), sign/date by designated Agent on right side of (Pkt. Pg 11) (must sign signature section above the dotted line). <u>Return all pages.</u> • Advance Program (Optional Commission Loan Program) - Elect to receive loans from the Company by checking yes and signing (Pkt. Pg 11) (must also sign signature section below the dotted line to request advances). This fortune is particulated and subject to a second program (approximately approximately app
	This feature is optional and subject to a pre-screening background approval.
	Check/Money Order Payable to United American or Credit Card Authorization Form (Pkt. Pg 35) - Complete, Sign, Date. (If applicable-see introductory letter chart)
eani	PC Hierarchy Worksheet – (Pkt. Pg 36) Not required for personal contract submission, must be completed if Recruiting Agent. red for All
· ·	Authorization to Obtain Information (Pkt. Pg 5) - Sign, Date
_	Vector One Debit-Check (Pkt. Pg. 7) - Sign, Date
	Business Associate Agreement "BAA" (Pkt. Pg 13-16) - Print effective date and name on (Pkt. Pg 13), sign last page of agreement (Pkt. Pg 16). <u>Return all pages.</u>
	FCRA Disclosure (Pkt. Pg 17-27) – Sign, date.(Pkt. Pg 18)
	<ul> <li>EFT-Direct Deposit Form (Pkt. Pg 28) - Complete form-include a voided check or bank letter.</li> <li>Corporation setup must include a valid business account.</li> </ul>
	W-9 Form (Pkt. Pg 29-34) – Complete required information. Return page 29.
	Check/Money Order Payable to United American or Credit Card Authorization Form (Pkt. Pg 35) - Complete, Sign,
	Date. Credit card form must be faxed to our secure fax line listed below (If applicable-see introductory letter chart) Please note, Fees may double in states where Corp/Agcy and Designated Agent are both required to hold state appointments as they will in Res state.
	Submit Copy of CE Credits for Annuity products – See Annuity CE - State Requirement table (Pkt Pg 3).

# Return contracting paperwork to Regional Director or Recruiter:

See separate email attachment "Director-Recruiter & Map" for current contact information.



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# Please refer to your introductory letter for any applicable fees.

### **Non Resident States**

Other than your resident state, please list any additional non-resident states where you currently hold a license and would like to be appointed. One fee check may be submitted for applicable resident and non resident fees.

Return Fee Memo				
If your completed contracting paperwork will be returned by fax or email, use this form to forward any fees due for a quick match up of your payment and paperwork once received at our office.				
Attach a check or money order payable to United American; fill in the information below, and mail to UA Agent Licensing, P O Box 8080, McKinney, TX 75070.				
Agent Name:				
Social Security Number:				
Phone Number: ATTACH PAYMENT HERE				
Email Address:				
Date:				
Please do not include copy of paperwork if previously faxed or emailed.				

### Please contact your Department of Insurance with any questions regarding this requirement.

Annuity CE - State Requirement Completion of CE Credit Hours prior to the Sale of Annuity Product				
Alaska	Kentucky	Oklahoma		
Alabama	Louisiana	Oregon		
Arizona	Massachusetts	Rhode Island		
California	Maryland	Pennsylvania		
Colorado	Maine	South Carolina		
Connecticut	Michigan	South Dakota		
District of Columbia	Minnesota	Tennessee		
Delaware	Mississippi	Texas		
Georgia	Missouri	Virginia		
Hawaii	Montana	Washington		
Idaho	Nebraska	Wisconsin		
lowa	New Hampshire	West Virginia		
Illinois	New Jersey	Wyoming		
Indiana	North Dakota	· · ·		
Kansas	Ohio			
		As of 12/26/20		

Data Sheet - Independent Agent/Designated Agent						
Applicant Information – Print Name						
Full Name:			Social Security Number:			
Recruiting Agent or Agency						
Full Name:				Account Number:		
<b>Business Addre</b>	SS			l		
Address:					Suite #:	
City:			State:		ZIP Code:	
Phone:		Fax:			Mobile:	
E-Mail Address:						
	ss, I authorize the company to communicat	te with me via email fo	r all company correspondence.			
Personal Addre	SS					
Address:						
City:			State:		ZIP Code:	
Phone:		Fax:			Mobile:	
E-Mail Address:						
	ss, I authorize the company to communicat	te with me via email fo	r all company correspondence.			
Additional Inf	ormation					
Date of Birth:			Place of Birth:			
Are you a citizen of	the United States?	□Yes □N	lo			
Information re	equired by State Insu	rance Depa	ortments			
Have you ever beer	convicted of a felony?	es □No	( if so, enclose court do	cuments a	nd an explanation)	
Have you ever beer	n refused, had suspended, or	revoked an ins	surance license in any s	state?	□Yes □No	
Do you owe an unp	aid balance to any insurance	company?	∕es □No (if so,	enclose p	articulars)	
Corporation	/Agency-Informa	tion	🗌 C-0	Corp 🗌	] S-Corp 🔲 LLC	
Important Notice	We do not contract with ar	ny corporation	s in the state of Kansa	IS.		
Corp/Agency	Information					
Full Name:						
Corp/Agency A	ddress					
Address:					Suite #:	
City:			State:		ZIP Code:	
Phone: Fax: Mobile:				Mobile:		
E-Mail Address:						
By providing an email address, I authorize the company to communicate with me via email for all company correspondence.						

### Authorization to Obtain Information – United American Insurance Company

#### I certify that my answers are true and complete to the best of my knowledge.

I AUTHORIZE ANY CONSUMER REPORTING AGENCY, or any other organization, or person having knowledge of my character, reputation and financial position to give United American Insurance Company and its affiliates ("the Company") any and all such information. I understand that the information obtained by use of this authorization will be used by the Company to determine eligibility for agent appointments, and for other business purposes in connection with our relationship. I hereby release the above parties from all liability for any damage that may ensue from furnishing any information in response to this authorization.

I give my consent to the Company to perform periodic criminal and credit history background checks in any state, including Georgia, prior to, and up to, termination of my appointment with the Company and its affiliates.

I understand that any information obtained will not be released by the Company or its affiliates to any person or organization except to persons or organizations performing business or legal services in connection herewith.

However, the Company may release such information to any of its affiliates in connection with my request for an appointment with such affiliate(s).

I know that I may request to receive a copy of this authorization and the report. I understand and agree that a photographic copy of this Authorization shall be valid as the original.

Х

Date X

SIGNATURE OF APPLICANT

#### **Privacy Notice – United American Insurance Company**

United American Insurance Company, (herein referred to as "Company"), in connection with you applying to be an independent contractor for Company, or in connection with your relationship with Company as an independent contractor, may collect and maintain information about you for the purpose of evaluating your application, maintaining your relationship with Company, offering or servicing benefits you may obtain through Company, or any other business-related purpose ("Independent Contractor Information"). Independent Contractor Information may include (1) unique identifiers, such as your real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers; or (2) personal information categories listed in the California Customer Records statute, such as your signature, physical characteristics or description, address, telephone number, state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information, medical information, or health insurance information.



### Sub Agent Agreement – must be signed by Designated Agent

# **To: United American:**

I understand that United American Insurance Company does not compensate Sub-Agents, that after I have become authorized to represent the Company, I may place business for the Company only through the Direct Contracted Agent (person or corporation) of the Company for whom I am designated as sub-Agent, that such Direct Contracted Agent alone will be accountable to me for my compensation in accordance with the contract or agreement that I have with such Direct Contracted Agent, and that the Direct Contracted Agent is not authorized to and cannot bind or obligate the company for my compensation or for the performance of any contract or agreement which such Direct Contracted Agent may have with me.

I understand that United American Insurance Company prohibits solicitation of business by anyone who is not authorized to represent the Company by the Insurance Department of the jurisdiction in which the solicitation takes place, and I agree that I will not solicit for the Company until my authority to represent the Company has been secure from the applicable Insurance Department and is in my personal possession.

X	(Corp/Agency Name)	X(Designated Agent Signature)		
#	(Corp/Agency UA Acct #)	X Date		

(hereinafter

Home	Office	Use	Only
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### UNITED AMERICAN INSURANCE COMPANY GENERAL AGENCY DIVISION INDEPENDENT CONTRACTOR'S AGREEMENT

This Contract, and the Commission Schedule(s) attached hereto and made a part hereof for all purposes (collectively referred to as "this Contract"), is made by and between **UNITED AMERICAN INSURANCE COMPANY** (hereinafter referred to as

"Company"), and\_

(Enter Name of Independent Contractor)

referred to as "Independent Contractor") for the purpose of soliciting applications for insurance and insurance products written under the General Agency Division, which provides for the sale of life and health insurance products.

### **RELATIONSHIP OF PARTIES**

It is expressly agreed that the relationship intended by this Contract between Company and Independent Contractor shall be that of an independent contractor relationship only, and that nothing contained herein shall be construed to create the relationship of employer and employee. This Contract or any benefit hereunder may not be assigned, transferred, or pledged by Independent Contractor, without Company's prior written consent.

### MANNER OF CONDUCTING BUSINESS

Independent Contractor's clientele may be developed by him by any lawful means. Independent Contractor shall select his own hours and workdays and is under no obligation to account to Company for his time. Company may hold sales meetings to acquaint Independent Contractor with new products and sales techniques for the benefit of Independent Contractor. However, attendance at sales meetings will be optional and at the expense of Independent Contractor. Independent Contractor shall be free to exercise his own judgment as to the time, routine, place, method and manner he solicits insurance. Independent Contractor shall not solicit outside the jurisdiction for which he is licensed or contrary to the laws or insurance regulations of the states where he operates.

Company may from time to time make available to Independent Contractor supplies, leads, name lists, advertising matter and other material designed to assist Independent Contractor in soliciting business. All such material and other policyholder information, whether past, current or prospective, acquired by Independent Contractor shall remain the sole property of Company, shall not be duplicated and shall be returned to Company within five (5) days after the termination of this Contract.

#### **EXPENSES**

Independent Contractor shall be responsible for all expenses incurred in the production of insurance for Company. Independent Contractor shall at his own expense furnish his own means of transportation, office or place of business, advertisements, form letters, letterheads, circulars, and any other relevant expenses incurred in the solicitation of insurance for Company.

Independent Contractor shall be responsible to Company for all loss or damage arising from business done by and entrusted to him and shall indemnify and hold Company harmless from any and all expenses, costs, causes of action, loss or damages resulting from fraudulent or unauthorized acts or omissions of Independent Contractor and any agent(s) appointed by Company and assigned to Independent Contractor.

### POWERS, DUTIES & RESPONSIBILITIES

During the continuance of this Contract:

- A. Independent Contractor has the authority to remit applications for insurance to Company for approval or rejection and to collect only the initial premium payments due on such applications.
- B. Independent Contractor may procure personally, or through agent(s) if applicable, applications for insurance underwritten by Company.
- C. When authorized by Company and subject to Company approval, Independent Contractor may recruit, train, and supervise agents.
- D. Independent Contractor shall have the duty of properly representing Company and developing his territory with diligence and in an ethical manner, and Independent Contractor agrees to conform to the rules, regulations, and practices of Company.
- E. Independent Contractor shall be responsible to Company for all monies and securities received by him for Company and shall hold such in trust separate from all other funds and securities, and promptly remit same to Company.

- F. Company reserves the right at any time to terminate the contract of any agent appointed by Company and assigned to Independent Contractor.
- G. Independent Contractor shall not insert or authorize the insertion of any advertising matter bearing Company's name in any email, written publication, on the internet, or on other social media sites, or issue or distribute, or authorize the issuance or distribution of, any circular or paper on behalf of Company, without first submitting said advertising matter in writing to Company and receiving prior written approval of Company. In addition, Independent Contractor must obtain Company's approval prior to referencing Company's name or products in any television or radio transmission.
- H. Independent Contractor shall be responsible for safeguarding personal information in compliance with the requirements described in Exhibit A of this agreement.

### COMMISSIONS

Company agrees to pay to Independent Contractor commissions on business written by Independent Contractor or any agents assigned to him by Company on premiums actually received and earned by Company in accordance with the Commission Schedule(s) attached hereto. In the event Company shall, either during the continuance of this Contract or after its termination, refund premiums under any policy to an Insured, Independent Contractor shall immediately repay to Company the amount of any commission paid him on the premium so refunded.

- A. All commissions shall be calculated only on premium actually received by Company. Commissions will be calculated only on those premiums paid by or on behalf of the insured. No commissions shall be paid on interest, or on premium waived or commuted by reason of death, disability or exercise of policy options.
- B. Company at any time while this Contract is in force or after its termination may set off against any claims by Independent Contractor for commission or other monies accruing to the account of Independent Contractor under the terms of this Contract any debts, liabilities or obligations of Independent Contractor to Company or its affiliates. Independent Contractor further agrees that any indebtedness now or hereafter owing to Company or its affiliates shall be secured by a first lien against the commissions or any other monies payable to Independent Contractor under this Contract and any other contract Independent Contractor may have with Company or its affiliates. If Independent Contractor has one or more agents assigned to him and any such agent loses his vesting and has a debit balance with Company at such time, then that agent's account, including the debit balance, will be incorporated into Independent Contractor's account. However, upon paying such indebtedness to Company, Independent Contractor, without recourse or warranty. Notwithstanding the foregoing, Company reserves the right, in its sole discretion, to instead incorporate any such agent's account into the account of an intervening agent assigned to Independent Contractor is ultimately responsible to Company for all indebtedness which any agent assigned to Independent Contractor is ultimately responsible to Company for all indebtedness which any agent assigned to Independent Contractor owes to Company.
- C. All amounts owed to Company or its affiliates by Independent Contractor shall become due and payable immediately upon notice to Independent Contractor.
- D. The right to receive commission shall automatically terminate upon termination of this Contract except as provided herein. Payment of renewal commission upon termination of this Contract will be vested immediately, subject, however, to Company's right of set off as set forth in this Contract, the limitations and exceptions described below and the provisions of the Loan Agreement and Deportment sections of this Contract.

The right to receive vested renewal commissions, if any, shall immediately terminate without notice if:

- (1) This Contract is terminated for cause or for any violations of any of the provisions or agreements of this Contract.
- (2) In any calendar year following termination the amount of vested renewal commissions paid under this Contract is less than \$500.00.
- (3) Any debit balance is not repaid within 120 days after termination of this Contract.

The provisions set forth in D(1), D(2), and D(3) above, giving rise to the termination of the right to receive vested renewal commissions, shall not apply to commissions derived from WA State Medicare Supplement business.

- E. At the option of Company, payment of commissions will be held in abeyance for 120 days (45 days for WA State Medicare Supplement business) after termination to determine the existence of any sums due Company which are to be set off against commissions.
- F. Termination of an agent assigned to Independent Contractor shall not affect the right, if any, of Independent Contractor to receive overwrite commission on the production of such terminated agent.

This Contract shall be terminated by the death of Independent Contractor, if an individual and all eligible renewal commissions shall be then vested and payable to the surviving spouse. If there is no surviving spouse then such renewal commissions shall be paid to the Executors or Administrators of Independent Contractor's Estate.

Company reserves the right to alter, increase, decrease, modify or withdraw the Commission Schedule and/or Loan Agreement Provisions of this Contract at any time. However, any change shall apply from and after the effective date of such change on business produced after that date.

### LOAN AGREEMENT

If Independent Contractor elects, Company may make periodic loans to Independent Contractor against future credited commissions on applications written and submitted to Company by Independent Contractor or any agents assigned to Independent Contractor. Such loans shall be made in lieu of payment of credited commissions as provided in the Commission Schedule.

- A. Such loan(s) shall be based on insurance premiums on production submitted on completed applications. The amount loaned shall be determined in the sole discretion of Company.
- B. Any loan proceeds shall be reduced by the amount of chargebacks to Independent Contractor's account from any source.

### INDEBTEDNESS OF INDEPENDENT CONTRACTOR

Any indebtedness owed by Independent Contractor to Company shall be paid upon notice to Independent Contractor. In addition to the provisions of the "Deportment" paragraph below, all indebtedness of Independent Contractor to Company shall be secured by a first lien on any commissions or renewal commissions due or to become due Independent Contractor. Company may at any time offset against all commissions accrued or to accrue to Independent Contractor, any debt due from Independent Contractor to Company or its affiliates, whether now existing or hereafter arising. In the event any indebtedness is placed in the hands of a collection agent or attorney, or both, Company shall be entitled to recover reasonable collection and attorney's fees. Unless otherwise prohibited by law or regulation, such indebtedness shall include any amounts paid by Company to appoint and/or properly license Independent Contractor. In addition, in the event Independent Contractor's indebtedness to Company is completely discharged by any individual or entity to whom Independent Contractor is assigned, such individual or entity shall be subrogated to Company's right to recover the balance of such indebtedness from Independent Contractor, and may thereafter proceed directly against Independent Contractor without the joinder of Company.

#### **INDEBTEDNESS OF AGENT**

For the purposes of this paragraph, an "agent" shall be any individual or entity appointed with Company to solicit insurance on its behalf on whom Independent Contractor receives an overwrite commission, or who is assigned to Independent Contractor and becomes a part of Independent Contractor's hierarchy, irrespective of the number of levels of agents under Independent Contractor. Independent Contractor shall be fully responsible for any indebtedness (sometimes referred to as an "agent's debit balance") of an agent, and does hereby guarantee payment of any and all indebtedness of an agent. Independent Contractor hereby approves any advances or loans which Company makes to an agent assigned to Independent Contractor, and Company shall not be obligated to obtain Independent Contractor's approval of any specific loan or advance. If an agent's appointment with Company is terminated for any reason (whether by Company, the agent or by mutual agreement), Company shall give the departing agent a period of 120 days within which to pay any indebtedness to Company by direct payment, application of renewal commissions or a combination thereof. In the event such indebtedness has not been discharged in full at the expiration of that 120 day period, the agent's right, if any, to further renewal commissions from Company shall automatically terminate, and Independent Contractor shall be liable for and responsible to discharge such indebtedness just as though Independent Contractor had incurred such indebtedness directly. In such event, Company shall have the same rights and remedies to recover said indebtedness from Independent Contractor as set forth in the "Commissions" paragraph. Upon payment and discharge of said indebtedness in full, Independent Contractor shall be subrogated to Company's rights against the agent, and may proceed directly against the agent without the joinder of Company.

### DEPORTMENT

Should Independent Contractor at any time, either before or after termination of this Contract, wrongfully withhold any funds belonging to any applicant for insurance, a policyholder, or Company; or should Independent Contractor induce any policyholder to lapse, relinquish or surrender a policy with Company; or should Independent Contractor be in default under, or fail to comply with any provision, covenant, representation or warranty contained in this Contract or any other Contract, or in any document or instrument related thereto, between Independent Contractor and Company; or should Independent Contractor fail to comply with any State insurance laws or regulations, or Federal laws or regulations under which he or it is licensed or is otherwise subject; then Independent Contractor shall immediately forfeit his right to receive any commissions or any other compensation due or to become due, whether vested or otherwise, under this Contract or any other agreement with Company. The provisions of this Paragraph shall not apply to commissions derived from WA State Medicare Supplement business.

#### ADDITIONAL PROVISIONS

This Contract is personal and not transferable. Any assignment, transfer, or sale of this Contract or any right to interest herein, without

prior written consent of Company, shall not be valid or in any way binding upon Company.

The use of the masculine gender shall include the feminine gender and the use of the singular shall include the plural where appropriate.

This Contract may be executed, electronically or manually, in counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

This Contract shall be effective as of the date both parties hereto have signed the Contract.

Notwithstanding any other provision of this Contract, nothing herein shall prohibit Independent Contractor from reporting possible violations of federal law or regulation to any governmental agency or entity or making other disclosures that are protected pursuant to federal law or regulation. Prior authorization from the Company is not required in order to make any such reports or disclosures and the reporting individual is not required to notify the Company that such reports or disclosures have been made.

IMMUNITY NOTICE. Pursuant to the Defend Trade Secrets Act of 2016, an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of the law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Should any provision in this Contract conflict with this provision, this provision shall control.

### **TERMINATION**

This Contract may be terminated at the will of either party hereto, for any reason or without cause, at any time upon actual notice, written or oral. Cancellation or loss of license shall automatically terminate this Contract.

IN WITNESS WHEREOF, this Contract has been signed by the parties hereto.

### UNITED AMERICAN INSURANCE COMPANY

X Date	BY: CEO Independent Agency Divisions
x	x
Date	Signature of Independent Contractor

#### *Must complete below to elect to receive loans (advances)*

Re: Loan Agreement:

**IDO elect to receive loans from Company.** 

**I DO NOT elect to receive loans from Company.** 

\_\_\_\_\_

X\_

Date

X\_\_\_\_\_

Signature of Independent Contractor

### EXHIBIT A--PRIVACY

UNITED AMERICAN INSURANCE COMPANY ("UA") information about its insureds, such as policy, claims, and medical information (the "Information") is highly confidential and is subject to various legal privacy protections. At times, you might come into possession of the Information. For instance, an Independent Contractor will receive information on an application. UA might give an Independent Contractor policy or claims information for business purposes, such as reservicing an insured. By receiving the Information from UA or the insured, the Independent Contractor agrees that the Information may only be shared with UA, the policy owner, the insured, or their legal representative.

Independent Contractor agrees to maintain the Information in the utmost confidence and will:

- (A) Not disclose or share the Information with any person for other purposes except as authorized by this Agreement, as required by law, or with the prior written consent of UA.
- (B) Use the Information only for the proper use, management and administration of business. The Information may only be used to service the policy owner, the insured or his or her legal representative.
- (C) Use appropriate safeguards to prevent use or disclosure of the Information other than as provided for by this Agreement.
- (D) Mitigate, to the extent practicable, any harmful effect that the Independent Contractor becomes aware of that happens as a result of use or disclosure of the Information.
- (E) Report to UA any use or disclosure of Information not authorized by this Agreement. If Independent Contractor loses the Information, Independent Contractor must tell UA immediately.
- (F) Independent Contractor must get UA's permission to share the information provided. If Independent Contractor does get UA's permission to do so, Independent Contractor must keep a permanent record of these facts and circumstances.

Make any Information maintained available to UA upon its request and permit UA to amend such Information if it

#### United American Insurance Company

### **Business Associate Agreement**

This Agreement is made effective \_\_\_\_\_, by and between United American Insurance Company,

hereinafter referred to as "Covered Entity", and \_\_\_\_\_\_, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

### WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information, and the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5)) modified and amended the Administrative Simplification provisions; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"), as further amended by the Omnibus Final Rule (78 Fed. Reg. 5566), (hereinafter, the Administrative Simplification provisions, HITECH, such rules, amendments, and modifications, including any that are subsequently adopted, will be collectively referred to as "HIPAA"); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services and/or products to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined by HIPAA; and

WHEREAS, Business Associate may have access to Protected Health Information in fulfilling its responsibilities under such arrangement; and

WHEREAS, Covered Entity and Business Associate may have previously entered into a Business Associate Agreement, the Parties now wish to supersede such prior agreement with this Agreement;

THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with HIPAA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of HIPAA and to protect the interests of both Parties.

### I. <u>DEFINITIONS</u>

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth by HIPAA. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, HIPAA shall control. Where provisions of this Agreement are different from those mandated by HIPAA, but are nonetheless permitted by HIPAA, the provisions of this Agreement shall control.

### II. BUSINESS ASSOCIATE OBLIGATIONS

Business Associate acknowledges and agrees that all Protected Health Information that is created, maintained, transmitted or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate, or Protected Health Information which, on behalf of Covered Entity, is created, maintained, transmitted or received by Business Associate or a Subcontractor, shall be subject to this Agreement.

### (a) Business Associate agrees:

(i) it is aware of and will comply with all provisions of HIPAA that are directly applicable to business associates;

(ii) in the event it enters into an agreement with a Subcontractor under which Protected Health Information could or would be disclosed or made available to the Subcontractor, the Business

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Associate will have in place an appropriate Business Associate Agreement with the Subcontractor before any Protected Health Information is disclosed or made available to the Subcontractor;

(iii) to use or disclose any Protected Health Information solely as would be permitted by HIPAA if such use or disclosure were made by Covered Entity: (1) for meeting its obligations as set forth in the Arrangement Agreement, or any other agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and HIPAA), or HIPAA. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;

(iv) at the request of the Secretary, to comply with any investigations and compliance reviews, permit access to information, provide records and compliance reports, and cooperate with any complaints, pursuant to 45 CFR § 160.310;

(v) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy (and attest to the destruction of) all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;

(vi) to ensure that its Subcontractors to whom it provides Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agree to the same (or greater) restrictions and conditions that apply to Business Associate with respect to such information, and agrees to, pursuant to 45 CFR § 164.314, implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity and ensure that any Subcontractors to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;

(vii) Business Associate shall, following the discovery of a breach of unsecured Protected Health Information, as defined in HIPAA, notify Covered Entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in Covered Entity's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than ten (10) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410. Covered Entity shall determine any required actions with respect to any such breach, and Business Associate shall cooperate with Covered Entity and comply with such actions; and

(viii) Business Associate will not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization from the applicable individual except in compliance with 45 CFR § 164.502(a)(5)(ii). Without written approval of Covered Entity, Business Associate will not engage in any communication which might be deemed to be "marketing" under HIPAA. In addition, Business Associate will, pursuant to HIPAA, comply with all applicable requirements of 45 CFR § 164.308, 164.310, 164.312 and 164.316.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains satisfactory assurances through a written Business Associate Agreement from the Subcontractor to whom the information is disclosed that it will be

held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the Subcontractor, and the Subcontractor notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the Protected Health Information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to the use and disclosure of Protected Health Information to ensure Covered Entity's and Business Associate's compliance with the terms of HIPAA.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware promptly and in the manner required by Covered Entity to permit compliance with the requirements of HIPAA. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

### III. AVAILABILITY OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to 45 CFR § 164.522 to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by 45 CFR § 164.524. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of 45 CFR § 164.526. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by 45 CFR § 164.528. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

### IV. <u>TERMINATION</u>

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement, where practicable, Covered Entity shall give written notice to Business Associate of such belief within a reasonable time after forming such belief. If Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

### V. <u>MISCELLANEOUS</u>

Except as expressly stated herein or in HIPAA, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or

Copyright©2013 North Carolina Healthcare Information and Communications Alliance, Inc. (NCHICA), no claim to original U.S. Government Works. Page 3 of 4 **Business Associate Agreement** 

cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Texas. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of HIPAA, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with HIPAA, then either Party has the right to terminate upon written notice to the other Party.

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

Sandorau By:

Title:

By:

Title: <u>Senior Vice President and</u> Associate Counsel



# **Debit-Check Agent/Agency Authorization Form**

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and Globe Life and its subsidiaries (American Income Life Insurance Company, National Income Life Insurance Company, Liberty National Life Insurance Company, United American Insurance Company, Globe Life And Accident Insurance Company, Globe Life Insurance Company of New York, and Family Heritage Life Insurance Company of America) (individually and collectively, the "Company") and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The Company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

# AGENT/AGENCY'S STATEMENT - READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

### **BY SIGNING BELOW, I HEREBY:**

Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.

Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.

Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.

Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

Acknowledge that this authorization may be signed, electronically or manually, in counter parts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

Agent/Agency Printed Name:

Signature:

Date:

**United American Insurance Company** 

### FAIR CREDIT REPORTING ACT Disclosure Statement and Authorization

### **DISCLOSURE STATEMENT**

In connection with your application for and or continued appointment with United American Insurance Company (the "Company"), the Company may obtain **consumer reports and/or investigative consumer reports** (the "Reports"). In connection with the Reports, the Company may inquire into your consumer credit history, education, professional licensing, criminal history, driving history, character, abilities, work habits, mode of living, residency, immigration status, general reputation, personal characteristics, performance, experience, reasons for termination of past employment and other qualities pertinent to your qualifications for appointment. If the Company should obtain information bearing on your credit worthiness, credit standing or credit capacity for reasons other than as required by law, then the Company will use such credit information to evaluate whether you would present an unacceptable risk of theft or other dishonest behavior in the appointment for which you are being evaluated. The Company will not use the report in violation of any Federal or State equal opportunity laws or regulations.

Under the Fair Credit Reporting Act, the Company is required to inform you if an offer of appointment is withheld due in whole or in part, to information contained in the Reports and, if you request in writing within a reasonable period of time after receipt of this notice, the Company will provide you a copy of the Reports. If an adverse action is taken during your appointment, up to and including termination from appointment, due in whole or in part, to information contained in the Reports and, if you request in writing within a reasonable period of time after receipt of notice of adverse action, the Company will provide you a copy of the Reports. The Company is located and can be contacted by mail at 3700 S Stonebridge Drive, McKinney, TX 75070 and the Company can be contacted by phone at 972569-3785. You may request more information about the nature and scope of any investigative consumer reports, and the contact information of any consumer reporting agencies from whom the Company obtains your background reports, by contacting the Company. A summary of your rights under the Fair Credit Reporting Act, and additional state law notices as required, are also being provided to you below with this Disclosure Statement and Authorization.

Please complete and sign the Authorization and Release below, authorizing any party including, but not limited to, employers, law enforcement agencies, state agencies, institutions and private information bureaus or repositories, to furnish any or all of the information described above.

Upon your request, a copy of this Authorization will be provided to you.

# **AUTHORIZATION AND ACKNOWLEDGMENT**

I acknowledge receipt of the Disclosure Statement regarding consumer and/or investigative reports and the Summary of Your Rights Under the Fair Credit Reporting Act and certify that I have read and understand both of the documents.

I voluntarily and knowingly authorize the Company or its authorized agents, for appointment purposes only, to obtain consumer reports or investigative consumer reports as part of the process of my applying for appointment. I understand that if the Company appoints me or contracts for my services, my consent will apply, and the Company may obtain Reports, throughout my appointment. I understand that Reports may include information about my prior employment or military record, education, credit worthiness and history, character, general reputation, personal characteristics, criminal record, and mode of living. I understand that this information may be obtained through a variety of sources, including, but not limited to, public records, educational institutions, financial institutions, credit bureaus, and personal interviews with my current and former employers, friends, neighbors and associates. I understand that upon written request to the Company, I will be informed whether a Report was requested and given information as to the nature and scope of the Report.

I hereby authorize United American Insurance Company to perform criminal and credit history background checks in any state, including Georgia, prior to and up to, termination of my appointment with United American Insurance Company and its affiliates.

I request any current or former employer, educational institution, law enforcement department or agency, court, credit bureau, financial institution, licensing agency, governmental agency including the U.S. Armed Forces, or other individuals, organizations and sources to release and furnish any and all information on me that is requested by the Company and/or other consumer reporting agencies hired by the Company.

A photocopy of this authorization shall have the same force and effect as the original and shall be valid for this and any future reports or updates that may be requested. I agree to assist and cooperate with the Company's investigation of my background, including providing all the necessary documents requested by the Company.

<u>California applicants only:</u> By signing below, you also acknowledge receipt of A Summary of Your Rights Under the Provisions of California Civil Code Section 1786.22.

<u>New York applicants only:</u> By signing below, you also acknowledge receipt of Article 23-A of the New York Correction Law.

<u>Washington State applicants only:</u> By signing below, you also acknowledge receipt of A Summary of Your Rights Under the Washington Fair Credit Reporting Act.

**For California, Minnesota, and Oklahoma applicants only:** Please check the appropriate box to indicate if you would like to receive a copy of your consumer report and/or investigative consumer report free of charge if one is obtained by the Company.

∘ Yes ∘ No

Signature of Applicant

Date

Para información en español, visite<u>www.consumerfinance.gov/learnmore</u> o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

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

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment or to take another adverse action against you must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - o you are the victim of identity theft and place a fraud alert in your file;
  - o your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See <a href="https://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a> for additional information.

- You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See <u>www.consumerfinance.gov/learnmore</u> for an explanation of dispute procedures.

- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address form the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is

placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- Identity theft victims and active duty military personnel have additional rights. For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

<b>TYPE OF BUSINESS:</b>	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates	a.Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	<ul> <li>b. Federal Trade Commission</li> <li>Consumer Response Center</li> <li>600 Pennsylvania Avenue, N.W.</li> <li>Washington, DC 20580</li> <li>(877) 382-4357</li> </ul>
2. To the extent not included in item 1 above: c.National banks, federal savings associations, and federal branches and federal agencies of foreign banks	<ul> <li>g. Office of the Comptroller of the Currency</li> <li>Customer Assistance Group</li> <li>1301 McKinney Street, Suite 3450</li> <li>Houston, TX 77010-9050</li> </ul>
d. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.	h. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480
e.Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	i. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
f. Federal Credit Unions	j. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357

# ADDITIONAL STATE LAW NOTICES

If you are a Maine, Massachusetts, New York, Oregon or Washington State applicant, employee or contractor, please also note:

<u>Maine applicants only</u>: You have the right, upon request, to be informed of whether an investigative consumer report was requested form a consumer reporting agency, and if one was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from the Company within five business days of our receipt of your request, the name, address and telephone number of the nearest unit designated to handle inquiries for the consumer reporting agency issuing an investigative consumer report concerning you. You also have the right, under Maine law, to request and promptly receive from all such agencies copies of any such reports.

<u>Massachusetts applicants only:</u> If the Company requests an investigative consumer report from a consumer reporting agency, you have the right, upon written request, to a copy of the report.

<u>New York applicants only:</u> You have the right, upon request, to be informed of whether or not a consumer report was requested from a consumer reporting agency. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report. You may inspect and receive a copy of the report by contacting that agency.

**Oregon applicants only:** Information describing your rights under federal and Oregon law regarding consumer identity theft protection, the storage and disposal of your credit information, and remedies available should you suspect or find that the Company has not maintained secured records is available to you upon request.

<u>Washington State applicants only</u>: If the Company requests an investigative consumer report from a consumer reporting agency, you have the right, upon written request made within a reasonable period of time after your receipt of this disclosure, to receive a complete and accurate disclosure of the nature and scope of the investigation requested by the Company. You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

### Washington State

### A SUMMARY OF YOUR RIGHTS UNDER THE WASHINGTON FAIR CREDIT REPORTING ACT

The Washington Fair Credit Reporting Act, located at Chapter 19.182 RCW, substantially parallels the federal Fair Credit Reporting Act and the rights and remedies set forth in the Federal Trade Commission's Summary of Rights, except that, effective July 22, 2007, the Washington State law imposes greater limitations on the reasons for which an employer may obtain a consumer report. Beginning July 22, 2007, an employer may not obtain a consumer report that indicates the consumer's credit worthiness, credit standing, or credit capacity, unless (1) the information is substantially job related and the employer's reasons for using the information are disclosed in writing, or (2) the information is required by law.

### COMPLAINTS

ANY COMPLAINTS BY CONSUMERS UNDER STATE LAW MAY BE DIRECTED TO:

THE ATTORNEY GENERAL'S OFFICE IN WASHINGTON CONSUMER PROTECTION DIVISION

For Information Call: The Consumer Resource Center Statewide Toll-Free Number: **800-551-4636** Statewide Toll-Free TDD: **800-276-9883** Complaints May Be Made Via U.S. Mail or E-Mail **Complaints:** http://www.atg.wa.gov/FileAComplaint.aspx

(Include your U.S. Mail address with any complaint.) Website & Forms: http:///www.atg.wa.gov/

**New Jersey** 

# A SUMMARY OF YOUR RIGHTS UNDER THE NEW JERSEY FAIR CREDIT REPORTING ACT

The state of New Jersey Fair Credit Reporting Act (NJFCRA) is designed to promote accuracy, fairness, consumer confidentiality and the proper use of credit data by each consumer reporting agency ("CRA") in accordance with the requirements of the NJFCRA. The NJFCRA is modeled after the Federal Fair Credit Reporting Act. You have received a Summary of Your Rights Under the Federal Fair Credit Reporting Act. The two Acts are almost identical, as are your rights under them. You can find the complete text of the NJFCRA at the Department of Consumer Affairs. You may seek damages for violations of the NJFCRA. If a CRA, a user or (in some cases) a provider of CRA data violates the NJFCRA, you may have a legal cause of action.

# For questions or concerns regarding the NJFCRA please contact: DIVISION OF CONSUMER AFFAIRS

Department of Law and Public Safety 124 Halsey Street Newark, NJ 07102 Phone: 800-242-5846 973-504-6200

# **New York**

# NEW YORK CORRECTION LAW ARTICLE 23-A

# LICENSURE AND EMPLOYMENT OF PERSONS PREVIOUSLY CONVICTED OF ONE OR MORE CRIMINAL OFFENSES

§**750. Definitions**. For the purposes of this article, the following terms shall have the following meanings: (1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission. (2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons. (3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question. (4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a

condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm. (5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

**§751.Applicability.** The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and

to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by

law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

**§1.** Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable,

shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless: (1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment

sought or held by the individual; or (2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

**§2.** Factors to be considered concerning a previous criminal conviction; presumption. 1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors: (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses. (b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person. (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities. (d) The time which has elapsed since the occurrence of the criminal offense or offenses. (f) The seriousness of the offense or offenses. (g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct. (h) The legitimate interest of the public agency or private

employer in protecting property, and the safety and welfare of specific individuals or the general public. 2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

**§754. Written statement upon denial of license or employment.** At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

§1. Enforcement. 1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.
2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

### Massachusetts

# INFORMATION CONCERNING THE PROCESS IN CORRECTING A CRIMINAL RECORD

If you have undergone a background check by an agency that has received a criminal record from the DCJIS, you may ask the agency to provide you with a copy of the criminal record. You may also request a copy of your adult criminal record from the Department of Criminal Justice Information Services, 200 Arlington Street, Suite 2200, Chelsea, MA 02150 or by calling (617)660-4640 or go to the Massachusetts iCORI service at

https://icori.chs.state.ma.us/icori/ext/global/landing.action?page=1&bod=1516290908205&m=presentLan ding

2. The DCJIS charges \$25.00 fee to provide an individual with a copy of his/her criminal record. You may complete an affidavit of indigency and request that the DCJIS waive the fee.

1. Upon receipt, review the record. If you need assistance in interpreting the entries or dispositions, please review the disposition code and "how to read a criminal record" on the DCJIS website <a href="https://www.mass.gov/cjis/cori/cori bop.html">www.mass.gov/cjis/cori/cori bop.html</a>

2. The DCJIS does not offer "walk-in" service but you may call our Legal Division at (617)660-4760 for assistance or the CARI Unit of the Office of the Commissioner of Probation at (617)727-5300.

3. If you believe that a case is opened on your record that should be marked closed, you may contact the Office of the Commissioner of Probation Department at the court where the charges were brought and request that the case(s) be updated.

4. If you believe that a disposition is incorrect, contact the Chief Probation Officer at the court where the charges were brought or the CARI Unit at the Office of the Commissioner of Probation and report that the court incorrectly entered a disposition on your criminal record.

5. If you believe that someone has stolen or improperly used your identity and were arraigned on criminal charges under your name, you may contact the Office of the Commissioner of Probation CARI Unit or the Chief Probation Officer in the court where the charges were brought. For a listing of courthouses and telephone numbers please see <a href="https://www.mass.gov/cjis/cori/cori\_codes\_court.html">www.mass.gov/cjis/cori/cori\_codes\_court.html</a>

8. In some situations of identity theft, you may need to contact the DCJIS to arrange to have fingerprints analysis conducted.

6. If there is a warrant currently outstanding against you, you need to appear at the court and ask that the warrant be recalled. You cannot do this over the telephone.

**1.** If you believe that an employer, volunteer agency, housing agency or municipality has been provided with a criminal record that does not pertain to you, the agency should contact the CORI Unit

# United American Insurance Company FIELD AGENT USE ONLY

# **Electronic Funds Transfer – Direct Deposit**

United American Insurance Company is now recommending that all Agents take advantage of this more convenient, safe, and efficient manner of receiving commission payments. No more checks to cash, no more worrying about lost or stolen checks, and in most cases, funds are available sooner than regular checks. Enrolling is as easy as1-2-3. Simply complete the form below, attach a voided check, and return to our office by fax to 972-569-3735, or mail to the attention of Agent Licensing at the address below.

→ Please Note: You may receive one or more commission checks via mail while we are initiating the EFT process (subject to system limitations on EFT).

# United American Insurance Company Authorization Agreement for Direct Deposit

New Agent

Important: This form will not be effective without a VOIDED check for the account indicated in Section 2 and form signed in Section 3 by the individual listed in Section 1. Corporation setup must include a valid business account.

### ALL FIELDS MUST BE COMPLETED

Set up EFT on ALL current and future agent accounts according to the information supplied below.
 ONLY set up EFT for those Agent Numbers listed below.

Agent Number	Agent Number	Agent Number	Agent Number	Agent Number
Name (please print)		SN/Tax ID	Email Addr:	

I hereby authorize United American Insurance Company to deposit directly into my account listed below. If the company erroneously deposits funds into my account, I authorize the company to initiate the necessary debit entries, not to exceed the total of the original amount credited.

	□ Bank □ <mark>Credit Union</mark> □ Savings & Loan	City, State, Zip
Transit/ABA number	- U	Account Number

This authorization will remain in effect until cancelled by the company or the company has received written notification from me that it is to be terminated in such time and manner for the company to act on it.

•	Signature	Date
3	X	X

2

1

# **Request for Taxpayer** Identification Number and Certification

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

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

	2 Business name/disregarded entity name, if different from above		
s on page 3.	<ul> <li>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check following seven boxes.</li> <li>Individual/sole proprietor or</li> <li>C Corporation</li> <li>S Corporation</li> <li>Partnership</li> </ul>	c only <b>one</b> of the	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)
Print or type. c Instructions	<ul> <li>Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnershi</li> <li>Note: Check the appropriate box in the line above for the tax classification of the single-member owner LLC if the LLC is classified as a single-member LLC that is disregarded from the owner or U.S. federal tax purposes. Otherwise, a single-</li> </ul>	Exemption from FATCA reporting code (if any)	
P Specific	is disregarded from the owner should check the appropriate box for the tax classification of its owner. ○ Other (see instructions) ►	(Applies to accounts maintained outside the U.S.)	
See <b>Sp</b>	5 Address (number, street, and apt. or suite no.) See instructions.	equester's name a	nd address (optional)
0)	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		
Par	t I Taxpayer Identification Number (TIN)		
Entory	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid	I Social sec	urity number

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid	Social se	9
backup withholding. For individuals, this is generally your social security number (SSN). However, for a		
resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other		
entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>		
TIN, later.	or	
Note: If the appound is in more than one name, see the instructions for line 1. Also see 10/hot Name and	Employe	٠r

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

#### Certification Part I

Under penalties of perjury, I certify that:

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

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

Sign	Signature of		
Here	U.S. person 🕨		

# **General Instructions**

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

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

# **Purpose of Form**

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

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

identification number

- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date <

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest),
- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



# **CREDIT CARD AUTHORIZATION**

# Credit card form must be faxed to our secure fax line (972)-569-3735

I hereby authorize you to charge my credit card account for my United American Insurance Company Appointment fee in the amount of \$\_\_\_\_\_\_. If you determine that my actual Appointment Fee(s) are less than the authorized amount, you may instead charge such lesser amount to my credit card account. Should a refund of funds be justified, all refunds will be processed via check. This process can take up to 4 weeks.

The account number	<mark>er is</mark>				
CVC					
The expiration date	<mark>e is</mark>				
			Month		Year
Credit Card Type		ver Card ercard			
Billing Address	_				
City, State, Zip					
	_				
Printed Name					
<mark>Signature</mark>				<mark>Date</mark>	



# PC ADMINISTRATION HIERARCHY WORKSHEET

Please print below, at each level, as applicable: Writing Level, Name and Writing number, if known.

	WRITING LEVEL	NAME	WRITING NUMBER
Level			

PLEASE CHECK ONE:
-------------------

	CORRECTION/CHANGE					
Will the above named be participating in t	the advance loan program? Ye <mark>s No</mark> No					
FORM MUST BE DATED AND SIGNED BELOW BY THE NEXT LEVEL CONTRACTED AGENT.						
x	Х					
Signature	Date Signed					
X	X					
Print Name	Writing Number					

Hiearchy worksheet rev 07-15-16

# ADDENDUM TO

# UNITED AMERICAN INSURANCE COMPANY GENERAL AGENCY DIVISION INDEPENDENT CONTRACTOR'S AGREEMENT

This Addendum to the foregoing United American Insurance Company Independent Contractor's Agreement (the "Agreement") by and between UNITED AMERICAN INSURANCE COMPANY ("Company") and ("Independent Contractor")(collectively the "Parties"), to which it is attached, is effective as of ("Effective Date").

WHEREAS, Independent Contractor, a corporation, desires to solicit applications for insurance on the Company's behalf in the State of Florida, pursuant to the Agreement and the Florida appointment of its Agent-in-Charge (and any other agents in Independent Contractor's hierarchy) by the Company; and

WHEREAS, the Company maintains a general prohibition on allowing Florida resident corporations to enter into agency contracts with the Company; and

WHEREAS, the Company is willing to permit the same in this instance, conditioned upon its receipt of certain assurances/commitments from Independent Contractor, as provided below, and the Company's appointment of Independent Contractor's Agent(s)-in-Charge;

NOW THEREFORE, in consideration of the mutual promises herein, the Parties, intending to be legally bound, hereby agree that the following shall constitute additional terms and conditions of the stated Agreement:

- 1. Independent Contractor agrees to fully comply with all applicable laws and regulations related to its performance under the Agreement, including without limitation any licensing or other requirements applicable to Independent Contractor's status as a corporation or agency or which relate to its Agent(s)-in-Charge.
- 2. Independent Contractor agrees to immediately notify the Company in writing, via an email communication sent to the following email address: \_\_\_\_\_\_, in the event Independent Contractor's Agent(s)-in-Charge cease(s) to act in such capacity, loses his/her license to solicit insurance, or is replaced by another individual.
- 3. This Addendum shall automatically terminate upon termination of the Agreement.
- 4. Except as amended by this Addendum, the Agreement shall remain in full force and effect without modification.

# [SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum by their authorized representatives, effective as of the Effective Date.

# INDEPENDENT CONTRACTOR

By:\_\_\_\_\_

Title: \_\_\_\_\_

Date:\_\_\_\_\_

# UNITED AMERICAN INSURANCE COMPANY

By:\_\_\_\_\_

Title:

Date:\_\_\_\_\_

# PERSONAL GUARANTEE

WHEREAS, concurrently with the execution and delivery of this Personal Guarantee, United American Insurance Company ("Company"), a Nebraska corporation, and \_\_\_\_\_\_ ("Independent Contractor"), an S-corporation or Limited Liability Company (LLC), are entering into that certain Independent Contractor's Agreement dated contemporaneously herewith and attached hereto (the "Agreement");

WHEREAS, the execution of this Personal Guarantee by the undersigned Guarantor(s) ("Guarantor(s)") is a condition precedent to the Company's willingness to enter into the Agreement with said Independent Contractor;

WHEREAS, each of the Guarantor(s) is expected to benefit from a decision by the Company to enter into the Agreement;

**WHEREAS,** the Guarantor(s) now wish(es) to enter into this Personal Guarantee as an inducement to the Company to enter into the Agreement, with knowledge that the Company will rely hereon;

**NOW THEREFORE,** for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. The Guarantor(s), as an officer, director, stockholder or member of the above-named Independent Contractor, with the percentage(s) of interest in the total ownership of said entity as set forth below, hereby irrevocably and unconditionally personally and severally guarantee(s) Independent Contractor's performance of each and every term of the Agreement, as well as the liability and responsibility for any default with respect to such terms or any other conditions, covenants, and/or amendments thereto.

2. The obligations of the Guarantor(s) hereunder are independent of, the obligations, covenants and conditions required to be performed or satisfied by Independent Contractor under the Agreement.

3. There are no conditions precedent to the enforcement of this Personal Guarantee, except as expressly set forth herein. The Guarantor(s) expressly waive(s) all rights that such Guarantor(s) might otherwise have to require the Company to commence any proceeding against Independent Contractor or to exhaust the Company's remedies against Independent Contractor before seeking to enforce this Personal Guarantee.

4. The validity of this Personal Guarantee and the obligations of the Guarantor(s) hereunder shall in no manner be terminated, impaired or in any way modified or affected for any reason or by the occurrence of any event, including, without limitation, the following: (i) the enforcement by the Company against Independent Contractor of any of its rights or remedies under the Agreement, (ii) commencement by or against Independent Contractor of any bankruptcy or other insolvency proceeding or any stay, discharge or other relief granted or issued thereunder; or (iii) any other defense, set-off, counterclaim, reduction, discharge or any defense of any kind or nature that might otherwise be available to Independent Contractor.

# [SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the undersigned enter into this Personal Guarantee, which shall be effective as of \_\_\_\_\_\_.

# **GUARANTOR(S)**

Signature	Printed Name	Title	% Interest	Date
Signature	Printed Name	Title	% Interest	Date
Signature	Printed Name	Title	% Interest	Date

# UNITED AMERICAN INSURANCE COMPANY

By:		
	President	

Date: \_\_\_\_\_

# **GUARANTOR(S) CONTACT INFORMATION**

Printed Name	Address	City	State	Zip Code
Printed Name	Address	City	State	Zip Code
Printed Name	Address	City	State	Zip Code