



Group Insurance Multiple Case Commission Agreement

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

Commission Schedules

	Percent of Premiums	
	First Year	Renewal
I. True Group Long Term Disability, 10 Plus <i>Portion Yearly Premium which is:</i>		
First \$5,000 of Annual Premium	15.0%	15.0%
Next \$10,000 of Annual Premium	10.0	10.0
Next \$10,000 of Annual Premium	8.0	8.0
Next \$20,000 of Annual Premium	5.0	5.0
All Annual Premiums in Excess of \$45,000	2.5	2.5
II. True Group Life, AD&D, & STD, 10 Plus <i>Portion of Yearly Premium which is:</i>		
First \$5,000 of Annual Premium	15.0%	15.0%
Next \$10,000 of Annual Premium	10.0	10.0
Next \$10,000 of Annual Premium	8.0	8.0
Next \$20,000 of Annual Premium	5.0	5.0
All Annual Premiums in Excess of \$45,000	2.5	2.5
III. Dental by Design, 10 Plus <i>Portion of Yearly Premium which is:</i>		
First \$10,000 of Annual Premium	10.0%	10.0%
Next \$10,000 of Annual Premium	7.5	7.5
Next \$10,000 of Annual Premium	5.0	5.0
All Annual Premiums in Excess of \$30,000	3.5	3.5
IV. Companion Business Plan Life, STD, & LTD, 2-9 Employees	15.0%	15.0%
V. Dental "Cents" Plan, 2-9 Employees	10.0%	10.0%
VI. Voluntary Life, STD and LTD	15.0%	15.0%
VII. Voluntary Dental	10.0%	10.0%
VIII. Vision by Design	10.0%	10.0%

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

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

Executed this _____ day of _____, _____.

ACCEPTED FOR AGENT/BROKER

By: _____
(Signature of Agent/Broker)

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

FOR HOME OFFICE USE ONLY:

ACCEPTED FOR COMPANION LIFE INSURANCE COMPANY

By _____
(Signature of Authorized Representative)

Agent Code: _____

APPOINTMENT INFORMATION

INSTRUCTIONS TO BECOME APPOINTED & CONTRACTED WITH COMPANION LIFE:

1. Please complete both sides of this form.
2. Attach a photocopy of your current Producer license.
3. If Commissions are being paid to the agency, please attach a photocopy of Agency License.
4. All information **must be** filled in and this form signed and dated before it can be processed.
5. **Please submit these documents with your first Group Case. Thank you.**

NAME _____ NICKNAME _____

BUSINESS NAME _____

BUSINESS OVERNIGHT
MAILING ADDRESS _____
(STREET) (CITY) (STATE) (ZIP)

E-MAIL ADDRESS _____

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

HOME ADDRESS _____
(STREET) (CITY) (STATE) (ZIP)

COUNTY _____

SEND CORRESPONDENCE TO: _____ BUSINESS OR _____ HOME

HOME PHONE (____) _____

SOCIAL SECURITY NUMBER _____ DATE OF BIRTH _____

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

- | Yes | No | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been convicted of any felony involving dishonesty or breach of trust? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been convicted of a crime involving moral turpitude since becoming licensed? |
| <input type="checkbox"/> | <input type="checkbox"/> | With the exception of credit life and disability insurance agents, are you employed by or associated with any degree directly or indirectly, a financial institution as defined in section 626.988, F.S.? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been convicted of any crime under the Violent Crime Control and Law Enforcement Act of 1994 (18 United States Code, §§1033 and 1034)? |
| <input type="checkbox"/> | <input type="checkbox"/> | Do you have an outstanding debt with any insurance company? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been bankrupt or insolvent, either personally or professionally? |
| <input type="checkbox"/> | <input type="checkbox"/> | Has an insurance company ever canceled a contract with you? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever had a complaint filed against you by a state or provincial insurance department? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever had an insurance license denied or revoked by a state or province? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been refused a surety or fidelity bond? |

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

All appointed agents must comply with all insurance laws, regulations and insurance department bulletins in the jurisdictions in which he is appointed. The applicant may not use, distribute, or publish any advertisement (as defined by the laws of the jurisdiction for which the applicant is appointed), solicitation material, or proposal which has not been filed with and approved in writing by Companion Life Insurance Company. The applicant shall not use Companion service or trade marks without prior written approval from Companion Life Insurance Company. The applicant agrees to assist and cooperate with Companion Life Insurance Company regarding any and all insurance department inquiries, complaints, or investigations.

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

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

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

DATE

SIGNATURE

AGREEMENT WITH BUSINESS ASSOCIATE

This Agreement (“Agreement”) is effective upon execution, and is made by and between **the undersigned Agent/Agency** (“Business Associate”) and **Companion Life Insurance Company** (“Company”).

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

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

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

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

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

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

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

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

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

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

C. Individual Rights.

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

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

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

D. Breach of Privacy & Security Obligations.

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

destruction of electronic PHI or interference with an information system:

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

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

3. **Termination of Agreement.**

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

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

E. General Provisions.

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

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

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

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

Agency/Agent Name

Companion Life Insurance Company

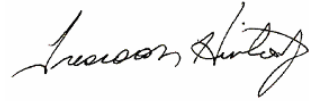
By: _____

Printed Name: _____

SSN: _____

Title: _____

Date: _____



By: _____

Printed Name: Trescott N. Hinton

Title: President

Date: _____