



Agent/Agency Contracting Request Packet

FOR INTERNAL USE ONLY

Payee ID:
Payee Addr ID:
Broker ID:
Broker Addr ID:

INSTRUCTIONS

Complete All Sections if working with an agency. If not working with an agency, Section 3 can be omitted.

Please note – A separate Agent/Agency Contracting Request Packet is not required if working with an agency. The Agent and Agency information can be completed using one form.

The Agent/Agency Contracting Request Packet must be completed in its entirety and then returned to the address below. TruAssure cannot accept partially filled out packets with missing information and the appointment will not be processed until complete. Commissions cannot be paid until this is completed in its entirety and all requested information is received. Appointment dates and commissions will not be backdated if this information is not received timely.

Please return your packet by mail, fax, or as a PDF attachment to the email. For security, TruAssure will not open unknown links in emails or secured emails.

Mail: TruAssure Insurance Company, 111 Shuman Blvd., Naperville, IL 60563 (*attn.: Licensing*)

FAX: 630-219-6242 or

Email: truassurebrokers@truassure.com

SECTION 1 - CHECKLIST

Each item below must be submitted with the Agent/Agency Contracting Request Packet in order to be processed.

- 1. Completed Agent/Agency Contracting Request Packet** – completed by the Agent
- 2. Form W-9** (Request for Taxpayer Identification Number and Certification) – Signature and Date Required
- 3. Copy of Agent insurance license (Resident and Non-Resident)** – for each state where soliciting business
- 4. Copy of current state Agency insurance license (Resident & Non-Resident), if working with an agency** – for each state where soliciting business
- 5. Copy of FFM Marketplace training Certificate** – only if soliciting business on the FFM Exchanges
- 6. Broker Business Associate Agreement** – complete if requesting access to group or individual accounts on the broker portal.



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SECTION 2 - AGENT INFORMATION

Agent Name

Resident Address **Resident City**

Resident State **Resident ZIP Code** **Resident County** **Personal Phone**

Personal Email **Fax** **Date of Birth** **SSN**

National Producer Number (NPN) **Resident License State**

List state(s) in which to be appointed, include license number(s):

State/License No.	State/License No.	State/License No.

SECTION 3 - AGENCY INFORMATION

Agency Name

Agency Address **Agency City**

Agency State **Agency ZIP Code** **Agency County** **Agency Phone**

Agency Email **Agency Fax**

Taxpayer Identification Number (TIN) **National Producer Number (NPN)** **Resident License State**

List state(s) in which to be appointed, include license number(s):

State/License No.	State/License No.	State/License No.

Agency Signature - Must be Completed by an Authorized Representative of Agency

Date	Signature of Authorized Representative
Title	Print Name



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GENERAL AGENCY INFORMATION

Are you a General Agent (GA): Yes No If yes, please provide the following information:

General Agent Name	General Agent Phone	General Agent Email address
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Do you work for a General Agency? Yes No If yes, please provide the following information:

General Agency Name	General Agency Phone	General Agency Email address
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SECTION 4 - COMMISSION/PAYMENT INFORMATION

Check box to indicate who will receive commission payment. Agency Agent

Name of Agent or Agency	Email Address for commission statements
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Mailing Address

City	State	Zip
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ACH Information

To receive commission payment via ACH, complete the information below. Commission statement will be emailed to the email address in Section 4.

Bank Name (as shown on statement)

Routing Number	Account Number
----------------	----------------

Account Name

By signing below the Agent certifies that all statements made in this application are true and that Agent has full authority to enter into this Agreement.

Print Name	Signature
Title	Date



Broker Agreement

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This Broker Agreement ("Agreement") by and between TruAssure Insurance Company ("Company"), an Illinois insurance company, and the Broker identified as "Broker Name" on the signature page hereof ("Broker") is effective as of the date the agreement is accepted by TruAssure Insurance Company ("Effective Date").

In signing this Agreement, Broker acknowledges that he/she has read and fully understands the terms and conditions of this Agreement. If Broker has another applicable agreement with TruAssure, the terms of this Agreement will supersede the applicable terms in any prior or existing agreement in connection with new and renewal business produced by Broker as of the Effective Date.

WHEREAS, TruAssure Insurance Company ("Company"), an Illinois insurance company that offers ancillary insurance program to individual and group subscribers; and

WHEREAS, Broker desires to sell individual and group ancillary programs offered by TruAssure on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Duties and Authority of Broker

1.1 License: Broker certifies that he/she/it is duly licensed in the state(s) identified on the first page and that such license(s) are current and in good standing. Broker agrees to keep in full force as long as this Agreement is in effect any and all licenses required by such state(s) in connection with the performance of duties under this Agreement. Broker further agrees to notify TruAssure Insurance Company in writing of the expiration, suspension or revocation or other action by a Department of Insurance or any other governmental agency affecting said license(s). **A copy of said license(s) must be attached to this Agreement and Broker hereby agrees to provide Company with a copy of any new and/or replacement licenses within five (5) business days of their issuance.**

1.2 Authority: Broker agrees, subject to the terms and conditions of this Agreement including any supplements or amendments, to place, renew and service ancillary insurance programs offered by Company. Broker is retained by Company only for the purposes and to the extent set forth in this Agreement and shall not represent itself as having any powers except those specified in this Agreement. Broker may employ licensed producers to assist it in representing Company and shall be fully liable for any act or omission committed by said producers in representing Company. Broker shall be an independent contractor of Company, and nothing herein shall be construed as creating a relationship of employer-employee, partner, joint venturer, officer or agent of Company in any manner or for any other purpose, other than as specifically provided in this Agreement

1.3 Marketing: Broker agrees not to publish, use or distribute any marketing, promotional, descriptive or other materials referring to Company products unless those materials were either prepared by Company or have been approved in writing by Company. Further, Broker is not authorized to use the name, service marks or logos of Company without first obtaining Company's written approval, and then only as specifically authorized in writing by Company. The restrictions on the materials included in this paragraph include, but are not limited to, internet communications or any other electronic transmissions representing Company products, brochures, directories and advertisements.

1.4 Proposals: Broker agrees to represent the provisions and benefits of Company products adequately and fairly to prospects at the time of solicitation in accordance with applicable state law and regulations. Broker also agrees to make no representations with respect to the benefits of any program offered by Company not in conformity with the material provided to Broker by Company. Further, Broker agrees not to quote premiums or rates other than those published or provided by Company or modify any rate or requirement without the written approval of Company.

1.5 Applications: Broker agrees to assist Company with the completion, review and submission of applications from the subscriber(s) as well as other required data to implement the programs. Broker shall use best efforts to ensure that each application for coverage is fully and truthfully completed by the applicant and the completed application and any other required data fully and accurately reflects and discloses the specifications requested by the subscriber(s).

1.6 Implementation: Broker agrees to assist Company in the implementation of the product(s) or services selected by the subscriber(s) except that Broker is not authorized to receive any Company funds or to bill the subscriber(s) directly for premiums owed under the individual or group benefits contracts.

1.7 Expenses: Broker shall be responsible for the payment of all expenses incurred pursuant to the exercise of any duties set forth in this Agreement.

1.8 Records: Broker shall keep full and accurate records for all business transacted by or through it under this Agreement. Company shall have the right to examine such records and files upon reasonable request and to



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make such copies as Company may deem necessary. This provision shall survive the termination of this Agreement for a period of seven (7) years.

1.9 **Indemnification:** Broker shall indemnify and hold Company, its directors, officers and employees harmless from and against any claim, settlement, judgment, loss, damage or expense including reasonable attorney's fees incurred by Company, its directors, officers and employees in defending, compromising or satisfying any claim or action brought against Company caused by or arising from any wrongful act, error or omission by Broker or from the failure of Broker to comply with any federal or state laws, rules or regulations.

1.10 **Confidentiality:** Broker acknowledges that in the course of performing under this Agreement it may be provided with or given access to information, in oral, recorded or written form, that is proprietary and confidential to the Company (collectively referred to as the "Confidential Information"). Such Confidential Information includes, but is not limited to: data related to any health care transactions, identity of persons for whom Payer provides coverage and/or claim administration, rating methodology, plan designs, commissions, procedures, business relationships, intellectual property, copyrights, patents, trademarks, software and data. Confidential Information shall also include the terms and conditions of this Agreement, the Agreement itself and all exhibits. Broker shall hold in strict confidence and trust Company's Confidential Information and shall not disclose, sell, rent or otherwise provide or transfer, directly or indirectly, any Confidential Information or anything related to the Confidential Information to any person or entity without the prior written consent of the Company. Notwithstanding the preceding sentence, Broker may disclose Confidential Information to its representatives, counsel, shareholders, directors, officers, employees, agents or consultants ("Representatives") who need to know such information in order to enable it to perform its obligations hereunder. Broker and its Representatives shall use the Company's Confidential Information only in connection with the performance of its obligations hereunder. Broker shall require any of its Representatives who obtain the Company's Confidential Information to comply with this Agreement and shall be responsible for any breach of this Agreement by such Representatives. This section shall not apply to information which is (A) publicly known, (B) already known to Broker; (C) disclosed to a third party without restriction; (D) independently developed; or (E) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the services performed. This provision shall survive the termination of the Agreement.

1.11 **Cooperation:** Broker shall cooperate fully with Company in any investigation or proceeding of any regulatory or governmental body, or court of competent jurisdiction, including, where required by law, making its books and records available to such entities for inspection, if it is determined by Company that the investigation or proceeding affects matters covered by, related to, or arising out of this Agreement.

2. Compensation

2.1 **Commissions:** Company shall pay Broker the designated commission as set forth in the proposal(s) accepted by the subscriber(s). This commission shall be paid so long as (i) this Agreement and the contract for which a commission is to be paid are in effect, (ii) all required premiums have been received by Company, and (iii) Broker is in compliance with all the terms of this Agreement. Commissions will only be paid on such business for which Broker has been designated "Broker of Record" in writing by the subscriber(s).

2.2 **Disclosure of Compensation:** The Broker is responsible for disclosing in writing to each subscriber(s) any compensation it receives from Company as may be required by law or appropriate under the circumstances. Said compensation includes all payments, commission, overrides or bonuses from Company to Broker relating to the placement, renewal or servicing of business. Broker acknowledges that Company shall disclose said information if requested by any regulatory body or subscriber(s).

2.3 **Broker of Record Changes:** Any change in "Broker of Record" designation must be in writing on the subscriber's letterhead and signed by an authorized representative of group subscriber or by the individual subscriber. That letter must be dated and must clearly designate by name the Broker to receive commissions as well as specifically rescind by name the previous Broker designation. The change will take effect on the first of the month following Company's receipt of the subscriber's letter, unless specified otherwise by the subscriber(s). If Company receives a "Broker of Record" notification from the subscriber(s) during a contract term and there is no Broker commission in place, commissions will not be paid to the Broker of Record until the subscriber's next renewal date.

2.4 **Payment:** Company will issue payment to Broker of the compensation due within thirty (30) days following the end of each calendar month based on premiums actually received and reconciled by Company. If a return premium charge is due on Broker generated business, Company will charge back to Broker the amount of commission previously paid to Broker on the amount of returned premium charge.

2.5 **Indebtedness:** Company shall have a first lien on all commissions payable hereunder for any debt due from Broker to Company. Company may at any time deduct or set off from any other source any such debt due



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at any time from Broker or to recover commission payments made in error. This provision shall survive the termination of this Agreement.

3. Term and Termination

3.1 Term: This Agreement shall be effective for an initial term of one (1) year from the Effective Date, and thereafter shall automatically renew for additional terms of one (1) year each, unless and until terminated in accordance with the provisions of this Agreement.

3.2 Termination Without Cause: This Agreement may be terminated without cause at any time by Broker or Company by giving thirty (30) days prior written notice thereof to the other party.

3.3 Termination For Cause: Company may immediately terminate this Agreement at any time upon written notice to Broker of a material default or substantive breach by Broker of one or more of the obligations under this Agreement (including any amendments), or Broker's commission of fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of any fiduciary duty. Broker's failure to comply with any provision of this Agreement shall, unless otherwise specifically provided, be material if Company determines that such failure affects Broker's ability to perform under this Agreement. Termination for cause shall not be Company's exclusive remedy, but shall be cumulative with all other remedies available at law or in equity.

3.4 Automatic Termination: This Agreement will automatically terminate (i) upon the death of Broker, if Broker is an individual, or (ii) upon the dissolution of the corporation or partnership, if Broker is a corporation or partnership.

4. General Terms

4.1 Compliance With Laws: Company and Broker shall comply with all laws and regulations applicable to their businesses, their licenses and the transactions into which they enter.

4.2 Assignment: Neither the duties under this Agreement nor the right to receive money hereunder may be assigned without the prior written consent of Company. Any assignment made contrary to this provision shall be void as to Company; provided, however, Company may assign, delegate or transfer this Agreement in whole or in part to any affiliate, now or in the future, or to any entity which succeeds to the applicable portion of its business through a sale, merger or other transaction, provided that such other entity assumes the obligations of Company. Broker shall not in any way sell, assign or pledge any interest, entitlement, payment or duty arising under this Agreement without the prior written consent of Company.

4.3 Entire Agreement: This Agreement (including any proposal accepted by the subscriber(s) for which Broker is the Broker of Record) is the complete and sole contract between the parties regarding the placement of Company business and the renewal of Company business by Broker subsequent to the Effective Date of this Agreement.

4.4 Amendment: Company may at any time amend the terms of this Agreement by written notice to Broker.

4.5 Waiver: Failure by Company to insist on strict compliance with any of the terms or conditions of this Agreement at any time or under any set of circumstances shall not operate to waive or modify such term or condition or render it unenforceable as to any other time or as to any other circumstance. No waiver shall be valid unless contained in writing specifically expressing such waiver and signed by a person duly authorized by Company to sign such waiver.

4.6 Notice: Any notice required from either party under this Agreement shall be deemed given on the day such notice is deposited in the United States mail with postage pre-paid and addressed to the other party at the address specified herein or as amended from time to time.

4.7 Third Party Beneficiaries: This Agreement is not intended to create any third party beneficiaries or to confer any rights on any person other than Company and Broker.

TruAssure Insurance Company	Broker Name:
Signed: <i>John Maples</i>	Signed:
By: John Maples	By (Print Name):
Title: President and CEO	Date:



TruAssure Insurance Company Compensation Exhibit 1

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	Non-ACA NEW BUSINESS	Non-ACA RENEWAL BUSINESS
Plans	Commission	Commission
<i>Small Group Dental Plans (2-9 employees)</i>	10.0%	10.0%
<i>Large Group – Fully Insured (10 and greater employees)</i>	TBD*	TBD*
<i>Large Group – Self Insured (100 and greater employees)</i>	TBD**	TBD**
Individual Dental Plans	10.0%	10.0%

	ACA NEW BUSINESS	ACA RENEWAL BUSINESS
Plans	Commission	Commission
<i>Individual Dental Plans</i>	5.0%	5.0%

* Large Group (10 and greater employees) TruAssure Policies – Commission level determined by broker of record at the time that the policy is sold. Commission level remains in place unless changed by broker of record during the renewal process.

** Large Group (100 and greater employees) Self Insured TruAssure Policies – Commission level determined by broker of record at the time that the policy is sold. Commission level remains in place unless changed by broker of record during the renewal process.



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The applicant for insurance appointment acknowledges that this company may now, or at any time while appointed, verify information within the application, resume or Broker Agreement. In the event that information from the report is utilized in whole or in part in making an *adverse decision*, before making the *adverse decision*, we will provide to you a description in writing of your rights under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

Please be advised that we may also obtain an *investigative consumer report* including information as to your character, general reputation, personal characteristics, and mode of living. This information may be obtained by contacting your present and previous employers or references supplied by you. Please be advised that you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the investigation requested.

Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, is available at the Federal Trade Commission’s web site (<http://www.ftc.gov>). 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.

By signing below, I hereby authorize the company to obtain a consumer report on me, and further authorize all entities having information about me, including present and former employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies, and credit reporting agencies, to release such information to the company or any of its affiliates or carriers. I acknowledge and agree that this Background Check Disclosure and Authorization Form shall remain valid and in effect during the term of my contract and/or employment, subject to applicable laws.

Date	Signature of Applicant
	Print Name



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For Maine Applicants Only

Upon request, you will be informed whether or not an investigative consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from us, within 5 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 reports.

For New York Applicants Only

You have the right, upon written request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report.

For Washington Applicants Only

If we request an investigative consumer report, you have the right, upon written request made within a reasonable period of time, to receive from us a complete and accurate disclosure of the nature and scope of the investigation. You have the right to request from the consumer reporting agency a summary of your rights and remedies under state law.

For California*, Minnesota, and Oklahoma Applicants Only: A consumer credit report will be obtained through Business Information Group, Inc. (BIG), P.O. Box 541, Southampton, PA, 18966 Telephone (800) 260-1680. www.bigreport.com.

If a **consumer credit report** is obtained, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy. Yes _____ No _____
Initials Initials

If an **investigative consumer report** and/or consumer report is processed, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy. Yes _____ No _____
Initials Initials

***California Applicants:** If you chose to receive a copy of the consumer report, it will be sent within three (3) days of the employer receiving a copy of the consumer report and you will receive a copy of the investigative consumer report within seven (7) days of the employer’s receipt of the report (unless you elected not to get a copy of the report). **BIG’s privacy practices with respect to the preparation and processing of investigative consumer reports may be found at www.bigreport.com (link at bottom of page entitled, “Legal/Privacy”).**

****California Applicants who will require credit report review:** Please be advised that your credit will be reviewed for as part of this application process. Specifically, the basis for review pursuant to California law (Section 1024.5(a) of the Labor Code) is: _____

[SEE ATTACHED NOTICE FOR CATEGORIES]



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California's new labor code provision severely restricts an employer's ability to conduct credit checks on employees. Labor Code 1024.5 only allows employers to conduct credit checks for employees who meet one of the following categories:

- A managerial position.
- A position in the State Department of Justice.
- That of a sworn peace officer or other law enforcement position.
- A position for which the information contained in the report is required by law to be disclosed or obtained.
- A position that involves regular access, for any purpose other than the routine solicitation and processing of credit card applications in a retail establishment, to all of the following types of information of any one person:
 - o (A) Bank or credit card account information.
 - o (B) Social security number.
 - o (C) Date of birth.
- A position in which the person is, or would be, any of the following:
 - o (A) A named signatory on the bank or credit card account of the employer.
 - o (B) Authorized to transfer money on behalf of the employer.
 - o (C) Authorized to enter into financial contracts on behalf of the employer.
- A position that involves access to confidential or proprietary information, including a formula, pattern, compilation, program, device, method, technique, process or trade secret that (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who may obtain economic value from the disclosure or use of the information, and (ii) is the subject of an effort that is reasonable under the circumstances to maintain secrecy of the information.
- A position that involves regular access to cash totaling ten thousand dollars (\$10,000) or more of the employer, a customer, or client, during the workday.

EXEMPT INDUSTRIES: This section does not apply to a person or business subject to Sections 6801 to 6809, inclusive, of Title 15 of the United States Code and state and federal statutes or regulations implementing those sections if the person or business is subject to compliance oversight by a state or federal regulatory agency with respect to those laws. Sections 6801 to 6809 include the following industries (which are excluded from this law):

- National banks, Federal branches and Federal agencies of foreign banks, and any subsidiaries of such entities (except brokers, dealers, persons providing insurance, investment companies, and investment advisers), by the Office of the Comptroller of the Currency;
- Member banks of the Federal Reserve System (other than national 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, organizations operating under section 25 or 25A of the Federal Reserve Act [12 U.S.C. 601 et seq., 611 et seq.], and bank holding companies and their nonbank subsidiaries or affiliates (except brokers, dealers, persons providing insurance, investment companies, and investment advisers), by the Board of Governors of the Federal Reserve System;



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- Banks insured by the Federal Deposit Insurance Corporation (other than members of the Federal Reserve System), insured State branches of foreign banks, and any subsidiaries of such entities (except brokers, dealers, persons providing insurance, investment companies, and investment advisers), by the Board of Directors of the Federal Deposit Insurance Corporation; and
- Savings associations the deposits of which are insured by the Federal Deposit Insurance Corporation, and any subsidiaries of such savings associations (except brokers, dealers, persons providing insurance, investment companies, and investment advisers), by the Director of the Office of Thrift Supervision.
- Under the Federal Credit Union Act [12 U.S.C. 1751 et seq.], by the Board of the National Credit Union Administration with respect to any federally insured credit union, and any subsidiaries of such an entity.
- Under the Securities Exchange Act of 1934 [15 U.S.C. 78a et seq.], by the Securities and Exchange Commission with respect to any broker or dealer.
- Under the Investment Company Act of 1940 [15 U.S.C. 80a-1 et seq.], by the Securities and Exchange Commission with respect to investment companies.
- Under the Investment Advisers Act of 1940 [15 U.S.C. 80b-1 et seq.], by the Securities and Exchange Commission with respect to investment advisers registered with the Commission under such Act.
- Under State insurance law, in the case of any person engaged in providing insurance, by the applicable State insurance authority of the State in which the person is domiciled, subject to section 6701 of this title.
- Under the Federal Trade Commission Act [15 U.S.C. 41 et seq.], by the Federal Trade Commission for any other financial institution or other person that is not subject to the jurisdiction of any agency or authority under paragraphs (1) through (6) of this subsection.



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You may obtain a security freeze on your credit report to protect your privacy and ensure that credit is not granted in your name without your knowledge. You have a right to place a “security freeze” on your credit report pursuant to New Jersey law.

The security freeze will prohibit a consumer reporting agency from releasing any information in your credit report without your express authorization or approval.

The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. When you place a security freeze on your credit report, within five business days you will be provided a personal identification number or password to use if you choose to remove the freeze on your credit report or to temporarily authorize the release of your credit report for a specific party, parties or period of time after the freeze is in place. To provide that authorization, you must contact the consumer reporting agency (contact information below) and provide all of the following:

- (i) The unique personal identification number or password provided by the consumer reporting agency;
- (ii) Proper identification to verify your identity; and
- (iii) The proper information regarding the third party or parties who are to receive the credit report or the period of time for which the report shall be available to users of the credit report.

A consumer reporting agency that receives a request from a consumer to lift temporarily a freeze on a credit report shall comply with the request no later than three business days or less, as provided by regulation, after receiving the request.

A security freeze does not apply to circumstances in which you have an existing account relationship and a copy of your report is requested by your existing creditor or its agents or affiliates for certain types of account review, collection, fraud control or similar activities.

If you are actively seeking credit, you should understand that the procedures involved in lifting a security freeze may slow your own applications for credit. You should plan ahead and lift a freeze, either completely if you are shopping around, or specifically for a certain creditor, a few days before actually applying for new credit.

You have a right to bring a civil action against someone who violates your rights under the credit reporting laws. The action can be brought against a consumer reporting agency or a user of your credit report.

Business Information Group, Inc.
A Vertical Screen® Company
Attn: Consumer Disclosure
P.O. Box 541, Southampton, PA 18966
Toll-free phone – (800) 260-1680

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments.

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

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

*Note: The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



TRUASSURE INSURANCE COMPANY BUSINESS ASSOCIATE AGREEMENT

This Agreement is effective on _____ and is entered into by and between TruAssure Insurance Company on behalf of itself and its affiliates and subsidiaries (collectively the "TAIC") and _____ (hereinafter "Company")(TAIC and Company each a "Party" and collectively, the "Parties").

WHEREAS, the parties wish to set forth their respective obligations with respect to the use and disclosure of Protected Health Information ("PHI") to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), including but not limited to the Privacy Rule and the Security Rule, the Health Information Technology for Economic and Clinical Health ("HITECH") Act, including the Breach Notification Rules and the Genetic Information Nondiscrimination Act of 2008 ("GINA"), and the laws' implementing regulations;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

Capitalized terms defined in this Agreement shall have the meaning as set forth below.

Breach means the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted under 45 C.F.R. Subpart E of Part 164 which compromises the security or privacy of that information, subject to the exceptions set forth in 45 C.F.R. §164.402.

Genetic Information has the same meaning as defined by Title I of GINA.

Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

Minimum Necessary Standard means the least amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure, or request pursuant to 45 C.F.R. §164.502 (b)(1).

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Subparts A and E of Part 164 as may be amended from time to time.

Protected Health Information referred to herein as “PHI” shall mean Individually Identifiable Health Information transmitted or maintained in any form or medium. This term includes “Electronic Protected Health Information” as defined in 45 C.F.R. §160.103

Security Incident means the attempted or successful unauthorized access, destruction, disclosure, modification, or use of information or interference with system operations in an information system. For purposes of this Agreement, a Security Incident does not include low risk attempts to breach network security, such as port scans, “pings” on the firewall, attempts to log onto a system or enter a database with an invalid password or username, denial of service attacks that do not result in a server being taken off-line and malware, such as worms or viruses provided they do not penetrate the perimeter, and do not result in an actual Breach of security and remain within the normal incident level.

Security Rule means Standards for the Security of Electronic Protected Health Information set forth at 45 C.F.R. Part 160, Part 162 and Subparts A and C of Part 164 as amended from time to time.

Terms used and capitalized but not otherwise defined herein shall have the same meaning as those terms are defined under HIPAA and HITECH and the rules and regulations issued thereunder.

ARTICLE II USES AND DISCLOSURES OF INFORMATION

2.1 Restrictions, Limitations, and Duties of TAIC

TAIC agrees only to use or disclose PHI it creates or receives for or on behalf of Company to perform the services requested as permitted or required by this Agreement or as required by law. Said uses and disclosures shall be consistent with the Minimum Necessary Standard.

Except as otherwise prohibited by 45 C.F.R., Subpart E of Part 164, TAIC may disclose PHI it creates or receives for or on behalf of Company to third parties for the purpose of the proper management and administration of its business or the handling of its legal responsibilities provided that (i) the disclosure is required by law or (ii) TAIC has obtained from the third party written assurances that such PHI will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (iii) the third party immediately notifies TAIC of any events of which it is aware in which the confidentiality of said information has been breached.

2.2 Restrictions, Limitations, and Duties of Company

Company is permitted or required to use or disclose PHI it requests, creates, or receives for or from TAIC only i) to gather, present, or submit quotes, including renewal requests; ii) to provide enrollment or eligibility services; iii) to provide customer service or billing services; iv) or

as otherwise specifically set forth in this Agreement. Said uses and disclosures shall be consistent with the Minimum Necessary Standard.

Except as otherwise prohibited by 45 C.F.R., Subpart E of Part 164, Company may disclose PHI it creates or receives for or on behalf of TAIC to third parties for the purpose of the proper management and administration of its business or the handling of its legal responsibilities provided that (i) the disclosure is required by law or (ii) Company has obtained from the third party written assurances that such PHI will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (iii) the third party immediately notifies Company of any events of which it is aware in which the confidentiality of said information has been breached.

Company may disclose PHI to a group health plan only if the Company is also a Business Associate of the group health plan and the PHI is Summary Health Information; or the Company has Authorization of the Individual.

2.3 Restrictions, Limitations, and Duties of Both Parties

- (a) Minimum Necessary. Each party represents that it shall at all times when using or disclosing PHI, or when requesting PHI from any individual or entity, limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request.
- (b) Aggregation. Pursuant to 45 C.F.R. §164.501, The Parties may aggregate the PHI created or received to permit data analysis relating to the health care operations of the respective covered entities.
- (c) De-identification of Protected Health Information. To the extent permitted by law, the Parties may disclose the de-identified PHI provided it satisfies the de-identification requirements under 45 C.F.R. §164.514(b). Any such de-identified information shall not constitute PHI and shall not be subject to the terms of this Agreement.
- (d) Genetic Information. The Parties will not use or disclose PHI that contains Genetic Information if such use or disclosure would violate GINA.
- (e) Information Safeguards. The Parties shall maintain and use all appropriate administrative, technical and physical safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement or as required by law. The Parties represent that they have in place written policies and procedures to safeguard PHI.
- (f) Contracts with Subcontractors. If a Party permits a Subcontractor to create, receive, maintain, or transmit PHI on its behalf, the Party will only do so where the Subcontractor has entered into a written contract as required by 45 C.F.R. §§164.314 and

164.504(e)(1)(i) to appropriately safeguard the PHI and comply with all the same restrictions and conditions that apply to the Party with respect to such information.

- (g) Inspection of Books and Records. The Parties agree to make their internal practices, books and records relating to the use and/or disclosure of PHI available to the Secretary of the Department of Health and Human Services (or his or her designee) for purposes of determining compliance with the Privacy Rule.
- (h) Electronic Transactions. Each Party represents that, to the extent that it conducts any Standard Transaction for or on behalf of the other Party, it shall comply with the HIPAA and HITECH Transaction Standards.
- (i) Security Regulations. Each Party represents that it has implemented and documented administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it receives, creates, maintains or transmits for or on behalf of the other Party.
- (j) Authorizations. Each Party shall provide, upon an Individual's request, an authorization form that meets the requirements under 45 C.F.R. §164.508 and that may be used by such Individual to request a use or disclosure of his/her PHI not otherwise permitted under the Privacy Rule.
- (k) Duty to Mitigate. Each Party agrees to mitigate, to the extent practicable, any harmful effect that is known from any use or disclosure of PHI in violation of the requirements of this Agreement.
- (l) Prohibition on Sale of Records. The Parties shall not directly or indirectly receive remuneration in exchange for any PHI of any Individual, except as otherwise allowed under HIPAA.
- (m) Subpoenas and Other Requests for Information. Unless prohibited by the terms of the request, subpoena or order, Each Party agrees to notify of a request for disclosure of PHI from a law enforcement or government official, or pursuant to a subpoena, other legal request or court or administrative order that names the other Party as soon as possible receipt of such request, subpoena or order.
- (n) Offshore Data. The Parties agree that PHI shall not be processed, stored, used, or accessed offshore. The term offshore refers to any country that is not one of the fifty United States or one of the United States Territories (American Samoa, Guam, Northern Marianas, Puerto Rico, and Virgin Islands). Offshore entities provide services that are performed by workers located in offshore countries, regardless of whether the workers are employees of American or foreign companies.

2.4 Accommodation of Individual Rights

- (a) Access to Information. The Parties agree to provide access to PHI in a Designated Record Set, in the time and manner required by law, to an Individual in order to meet the requirements under 45 C.F.R. §164.524.
- (b) Amendment of Protected Health Information. The Parties agree to make any amendment(s) to PHI in a Designated Record Set, in the time required by law pursuant to 45 C.F.R. §164.526. Upon receipt of such a request directly from an Individual, the Parties agree to amend the PHI as appropriate.
- (c) Accounting of Disclosures. The Parties agree to document disclosures of PHI and information related to such disclosures. The Parties agree to implement an appropriate recordkeeping process to enable them to comply with the requirements of this paragraph.

The Parties agree to provide, in a time and manner required by law, information collected in accordance with this paragraph, to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

ARTICLE III BREACH NOTIFICATION

The Parties agree to implement appropriate policies and procedures with respect to notification obligations under 45 C.F.R. §164.410. If a Party determines that a disclosure does not constitute a Breach after performing a risk assessment pursuant to 45 C.F.R. §164.402, the Party will maintain documentation necessary to support its determination that the disclosure does not constitute a Breach.

Each Party agrees to notify in writing any impermissible use or disclosure of PHI, of which it becomes aware and is not provided for by this Agreement, including a Breach of Unsecured PHI as required by 45 C.F.R. §164.410 or any Security Incident without unreasonable delay but in no event later than 20 calendar days after discovery. Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by to have been, accessed, acquired or disclosed during such breach.

ARTICLE IV TERM AND TERMINATION

4.1 Term. Subject to paragraph 4.2, the term of this Agreement shall be the term of the Underlying Agreement.

4.2 Termination for Cause. Upon either party's knowledge of a material breach of the terms of this Agreement by the other party, the non-breaching party shall provide the breaching party the

opportunity to cure the breach or end the violation within the time specified by the non-breaching party. If the breaching party does not cure the breach within the time specified, the non-breaching party shall have the right to immediately terminate this Agreement and the Underlying Agreement.

4.3 Effect of Termination. Except as provided herein, upon termination of this Agreement and the Underlying Agreement, for any reason, each Party shall return or destroy all PHI subject to record retention requirements imposed by law. This provision shall apply to PHI that is in the possession of subcontractors or agents of each Party. Notwithstanding the above provisions, in the event that return or destruction of the PHI is not feasible, the Parties shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible. The respective rights and obligations of each Party under this paragraph shall survive the termination of this Agreement.

ARTICLE V MISCELLANEOUS

5.1 Incorporation by Reference. Unless the parties are specifically required to execute a written amendment to their business associate agreement to reflect changes in the law and the applicable rules and regulations subsequently promulgated thereunder, this Agreement shall be deemed to be amended automatically to incorporate such changes so that the parties remain in compliance with the Privacy and Security Rules and the applicable regulations.

5.2 Ownership of Records. All PHI is the sole property of the applicable Covered Entity. Notwithstanding the foregoing, each Party will have the right to make and retain copies of such records as it deems necessary or advisable to comply with its record retention requirements, subject to the confidentiality obligations and other provisions of this Agreement.

5.3 Interpretation. Nothing contained in this Agreement shall impair or negate the parties' rights and obligations in and under this Agreement to comply with all applicable laws, rules and regulations in providing the services set forth herein. Notwithstanding the foregoing, any inconsistencies or ambiguities between the terms of this Agreement and the terms of the Underlying Agreement shall be resolved in favor of the terms of this Agreement if necessary to permit the parties to comply with HIPAA, HITECH and GINA and their implementing regulations as applicable.

5.4 Waiver. Any waiver by a party with respect to one event shall not be construed as continuing, or as a bar to or waiver of, any right of such party as to subsequent events.

5.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be one and the same document.

5.6 Facsimile Signatures. Signature pages may be transmitted by facsimile, email or other electronic means and shall, upon delivery, be deemed an original.


5.7 Notice. All notices required under this Agreement shall be in writing and shall be given by personal delivery, by a nationally recognized overnight delivery service or by United States first class certified mail, return receipt requested, in each case addressed to the parties as indicated on the signature line of this Agreement or to such other party and address the parties may request in writing by notice given pursuant to this paragraph.

5.8 Indemnification. The parties agree to notify each other in the event any investigation is initiated by the Department of Health & Human Services or its designee or in the event any claim is made by any other law enforcement official involving a Breach of Unsecured Protected Health Information as provided under this Agreement. If, as a result of such investigation or claim, a fine is levied against a Party, the parties agree to indemnify and hold harmless the other, its officers, directors, employees and agents (each an Indemnified Party) to the extent that such fine which is levied is solely the result of the failure of the non-Indemnified Party to perform its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date specified herein.

TRUASSURE INSURANCE COMPANY

COMPANY:

By:  _____

By: _____

Name: Kristin Myer

Name: _____

Compliance Officer

Title: _____

Address: 111 Shuman Blvd.

Address: _____

Naperville, Illinois 60563
