

Contract issued by:

AmFirst Insurance Company

Statutory Address:

201 Robert S. Kerr Avenue, Suite 600
Oklahoma City, Oklahoma 73102



Producer Information Form Individual Single Premium Deferred Annuity

Products are marketed and serviced by Axonic Insurance Services LLC

Mailing Address: Axonic Insurance Services P.O. Box 3289 Jackson, MS 39207-3289	Overnight Delivery from Courier Services Only:	Trustmark National Bank FBO: Axonic Insurance Services 248 East Capitol St Lockbox Department, 7th Floor – Suite 786 Jackson, MS 39201	Service Desk: (833) 948-2581 newbusiness@axonicinsurance.com Fax number: (866) 860-7101
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PERSONAL INFORMATION

First Name	Middle Name	Last Name		
Home Address (Physical Only)		City	State	Zip
Date of Birth (MM/DD/YYYY)	Social Security #	Agent NPN #	Home Phone	

BUSINESS INFORMATION

Agency/Company Name (Exact Legal Name):

Physical/Shipping Address	City	State	Zip
Mailing Address (If different)	City	State	Zip
F.E.I.N	Business Phone	Facsimile	Cell Phone
Email Address - Required	Agency NPN #		

Preferred Mailing Address?

Home Business - Physical Business - Mailing

Type of Taxable Entity?

Individual/Sole Proprietor Partnership LLC S-Corp. C-Corp. Others

COMMISSIONS

Commissions are to be paid to:

Agent/Producer Agency/Company

Commission Statements are sent to:

Agent/Producer Agency/Company Other

Name of Person Responsible Email Address - **Required**

Mailing Address (If different) City State Zip

BANK ACCOUNT INFORMATION FOR ELECTRONIC FUNDS TRANSFER

This is authorization for MorganWhite to direct deposit commissions into my checking account. PLEASE ATTACH A VOIDED CHECK.

Name of Bank	Name on Bank Account
Checking	Routing Number
Savings	Account Number

Have you ever represented AmFirst Insurance Company? No Yes

Have you sold insurance through another name or another agency in the last 5 years? No Yes

If yes, list name, company insurance was sold through, and applicable dates:

Have you ever been indicted or convicted of any crimes involving trustworthiness, honesty, etc.? No Yes

Have you ever filed for bankruptcy or been declared bankrupt? No Yes

Have you ever had your license revoked by a state or carrier? No Yes

If yes, please supply details.

Are you presently indebted to any insurance company or agency? No Yes

If yes, please supply specific information pertaining to the nature and amount of the debt.

To Whom	Nature of Debt	Amount	Repayment Terms
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Have you had any federal, IRS, or state tax liens levied? No Yes

AUTHORIZATION

The person signing this form (Producer) hereby authorizes any insurance company, agency, or other organization to give to AmFirst Insurance Company or its designated representative, any and all information pertaining to the Producer's production, persistency, commissions, earnings, commission advances, loans and debts including, but not limited to, any indebtedness that may have been charged to applicant's manager or agency or any indebtedness which may have been written off.

The person signing this form authorizes AmFirst Insurance Company to initiate electronic deposit credit entries to the bank account information for electronic funds transfer. The person signing this form agrees to notify AmFirst Insurance Company as soon as reasonably possible of any changes to the account designated. Such notification shall allow AmFirst Insurance Company and the Financial Institution sufficient time to act on the change notification and shall make any such change notification in writing.

By signing below, I hereby certify the information on this form is correct and complete.

Signature of Producer/Broker

Date (MM/DD/YYYY)

ADDITIONAL INFORMATION

If you have marked yes to any of the background questions, please provide a brief explanation to the questions below.

Insurance Carrier Indebtedness:

Have you ever been indicted or convicted of any crimes involving trustworthiness, honesty, etc.?:

This contract is made this _____ day of _____, 2024, (the effective date) and is between AmFirst Insurance Company, an Oklahoma insurer (the Company) with its home office at 500 Steed Rd, Ridgeland, MS 39157, and hereinafter designated as the Producing Agent.

This Producing Agent Contract is being entered into in connection with that certain Managing General Agency Agreement (the MGA Agreement), effective May 14, 2024, by and between the Company and Axonic Insurance Services LLC (the Administrator) and any sub-producer or distribution agreement entered into pursuant to Section VIII(9) of the MGA Agreement. To the extent there is any inconsistency or conflict between the terms and provisions of this contract, on the one hand, or the terms and provisions of the MGA Agreement, the terms and provisions of the MGA Agreement will control.

WHEREAS, Company markets, sells, and underwrites various insurance products including annuity products.

WHEREAS, Company also recruits producing agents to sell and market the insurance products aforementioned.

WHEREAS, Company proposes to authorize Producer to solicit sales of the Company's insurance products, subject and pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants and mutual promises herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Authority

1.1 Authority to Solicit - The Producing Agent is hereby authorized to solicit applications for insurance products offered by the Company; to collect the premium on each policy of insurance applied for and pay the same to Company's designated Administrator for transmission to the Insurer; to deliver policies of insurance as directed by the Company promptly, if the insured(s) first premium has been paid; and to do any act or perform any duty which is specifically authorized in writing and signed by an officer of the Company. The Producing Agent shall, with respect to the insurance products offered by the Company, act in accordance with applicable law and regulations, the terms of the insurance products, and any guidelines established by the Company from time to time and communicated to the Producing Agent in writing, subject to the terms of the MGA Agreement. The Producing Agent will maintain all required license(s) in good standing for the duration of this Agreement and will furnish proof of such proper licensing upon request by AmFirst. The Producing Agent will promptly notify AmFirst of any suspension, revocation, or other disciplinary action taken, or any impairment, with respect to such license(s).

1.2 Electronic Communications. The Producing Agent agrees that electronic communications, including without limitations, any applications, authorizations, representations, or submissions, transmitted by the Producing Agent to AmFirst via e-mail, internet or any other digital or electronic means (collectively, "Electronic Communications") are as valid and binding, with the same full legal normal course of business by AmFirst. Without limiting the foregoing, and only by way of example, AmFirst may make applications for insurance in an electronic format by Internet or by e-mail. communication. The Producing Agent agrees that the completion and submission of any such

electronic applications by the Producing Agent constitutes a valid agency application and submission to AmFirst, with the same legal force and effect as completing and submitting a physical application.

1.3 Compliance. The Producing Agent represents, warrants, and covenants that it is in compliance, and will continue to comply, with all federal, state and local laws, rules and regulations applicable to the conduct of the business contemplated by this Agreement. The Producing Agent also authorizes the Company to conduct credit and criminal background checks and licensing inquiries on a periodic basis so long as this Agreement remains in effect.

1.4 Territory - The Producing Agent may solicit applications for insurance only in territories in which he and the Company are duly licensed and authorized to conduct business.

1.5 Limitation of Authority - The Producing Agent shall not have the authority to (i) bind the Company or carrier to any risk; (ii) issue or countersign insurance policies; (iii) to modify or waive any policy provision; (iv) establish or guarantee premium rates; (v) underwrite or accept applications of individuals for coverage; (vi) collect any premium other than an initial binder check payable to Company's Administrator for transmission to the Insurer; or (vii) adjust or settle any claim under the policies. Producing Agent shall not represent to any person that any such authority has been conferred upon him.

1.6 Relationship - The relationship between the Company and the Producing Agent shall be that of independent contractor, and not that of employer and employee. The Producing Agent shall be free to exercise independent judgment as to the time and manner in which he may perform the services authorized to be performed under this Contract, but the Company may from time to time prescribe rules and regulations with respect to the conduct of the business covered hereby, not interfering with such freedom of action of the Producing Agent, which rules and regulations the Producing Agent will conform to and observe. It is agreed that if any training materials, sales aids or similar services are furnished to the Producing Agent by the Company, it is for the purpose of assisting the Producing Agent and not to control the Producing Agent. It is further agreed that such materials are considered to be pro-proprietary information and the intellectual property of the Company. Unauthorized retention or disclosure of this information and/or materials may damage the Company. All materials will be returned to the Company upon request or termination of the Contract. It is agreed that in all matters of controversy between Company (and/or its Administrator) and any policyholder, insured or beneficiary, Producing Agent shall be deemed to be acting as the agent of the policyholder, insured or beneficiary and not as the agent of the Company (and/or its Administrator).

1.7 Agent's Representations - Producing Agent or Agency represents and warrants that it/he, and any owner, partner, director, officer or employee engaged in transacting insurance, is properly licensed to transact insurance in all states where it/he intends to solicit insurance on behalf of Company. Producing Agent or Agency shall furnish Company with copies of such licenses and shall cooperate with Company in making appointments required by state insurance laws. Producing Agent represents and warrants that neither it/he nor any owner, partner, director, officer, or employee engaged in transacting insurance has been convicted of any crime which would disqualify such person from engaging in the business of insurance under Title 18, U.S.C. section 1033;



2. Compensation

- 2.1 Commissions - Subject to the provisions of this Contract, in accordance with the rules and regulations of the Company, the Producing Agent shall be allowed as compensation hereunder commissions as set forth in the MGA Agreement. Commissions shall be paid to the Producing Agent or the Producing Agent's designated Agency by the Company or Company's Administrator as prescribed by the MGA Agreement.
- 2.2 Assignments - No assignment of any commission or any other monies, or any portion thereof, due to or to become due the Producing Agent hereunder shall be valid unless authorized in advance and in writing by an Officer of the Company. Any assignment so authorized shall be subject to any and all indebtedness of the Producing Agent to the Company then existing or thereafter accruing.
- 2.3 Accounting - The Company shall furnish the Producing Agent with a weekly statement on a timely basis indicating all premium collections, commissions earned and payments made to the Producing Agent. The Producing Agent shall notify the Company of all possible errors in the accounting statement within ninety [90] days of the closing of the monthly accounting period. A failure to give such notification shall be considered a waiver of the right to object to such accounting.
- 2.4 Expenses - The Producing Agent shall pay all expenses incurred by him in the performance of this Contract. A failure to pay such expenses is agreed to be authorization for the Company to offset the amount of the expenses incurred and un-paid against any commissions owed the Producing Agent.

3. Termination

- 3.1 This Contract and the Producing Agent's rights to commissions shall terminate on the earliest of the following dates:
 - a. the date of your death, if an individual; or
 - b. the date specified in a notice of termination which may be given by either party to this contract, such date being not less than thirty (30) days from the date the notice is delivered personally or is mailed to the last known address of the party to whom notice is given; or
 - c. the date you shall fail to pay over on demand any monies belonging to or due the Company; or
 - d. the date of any material violation of any term or condition of this contract; or
 - e. the date your license is terminated for cause by the Insurance Department of any state; or
 - f. the date of dissolution of an agency partnership, corporation or LLC; or
 - g. the date as indicated in Section xx of this contract.
 - h. Written notice by the Company, upon its discovery that you have engaged in any of the following: (a) withheld or misappropriated any money or other property belonging to the Company; (b) subjected the Company to liability due to any act, omission or misrepresentation by you; (c) committed a criminal act involving theft or dishonesty; (d) failed to comply with the laws, rules or regulations of any federal, state, or other governmental agency or body having jurisdiction under this Agreement; (e) committed any fraud; (f) fail to conform to the rules and regulations of the Company; (g) fail to cooperate completely and honestly with the Company with regard to its handling and resolution of any matter that is related to your representation of the

Company pursuant to this Agreement; (h) fail to pay any indebtedness to the Company on demand; or (i) replace the Company's policies with another company's policies. For the avoidance of doubt, the termination of this contract shall have no effect on the continued effectiveness of the MGA Agreement.

- 3.2 Forfeiture of Commissions - Should you at any time withhold Company funds, commit fraud or malfeasance; or slander/defame the character of the Company; or misrepresent the Company, its products, its services; or if your license is terminated for cause by the Insurance Department of any state, the Company shall terminate your right to all commissions or other compensation thereafter payable under this Contract or under any prior contract, and shall terminate this Contract as well as any other contracts then in force.
- 3.3 Record Retention-Producing Agent shall maintain complete and accurate records and accounts relating to the services provided, in accordance with prudent standards of insurance or as required by applicable federal, state or local laws, rules and regulations and make such records available for Company to inspect and audit during normal business hours for the term of this Agreement.

4. Marketing

- 4.1 Rules and Regulations - Producing Agent agrees to abide by the rules and regulations of Company in transacting insurance under this Agreement. Producing Agent agrees to use only advertising material and policy forms as furnished by Company. Such material shall be the property of Company, must be used in accordance with the rules of Company and shall be surrendered upon termination of this Agreement. Producing Agent may not advertise the insurance coverage or use the logo or service marks of Company without permission of the Company. For purposes of this section 4.1, the term "Company" includes the Company, its Administrator and the Insurer/carrier.
- 4.2 Marketing Materials - Producing Agent shall not use any written material of any kind, including any web site, which mentions Company or the insurance products being marketed or contains any logo or service mark of Company or any of their respective affiliates without the prior written consent of Company. Company shall not be responsible for the expense of creating or disseminating any such materials except to the extent it has agreed in writing to bear such expense.

5. Sales Practices - No Producing Agent shall:

- A. use advertising that is intended to mislead and/or deceive the public,
- B. fail to provide truthful and adequate disclosure of all material and relevant information in advertising, or
- C. mislabel products, or
- D. intentionally misrepresent the Company, its products or services,
- E. slander or defame the Company in any manner.

6. Privacy of Protected Health Information

For purposes of this Agreement, Producing Agent is considered to be a Business Associate of the Company. Company and Business Associate mutually agree to comply with the requirements of the Health Insurance Portability and Accountability Act, 45 C.F.R. Part



160 and Part 164 (“HIPAA Rules”). For purposes of this Agreement, Covered Entity and Company are the same entity. Instead of requiring the Producing Agent to sign a separate Business Associate Agreement, sections 6-13 constitute a Business Associate Agreement between Company and Producing Agent and is hereby incorporated and agreed to as part of this Agreement.

- 6.1 This section is intended to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information (“PHI”) (as defined under the HIPAA Rules) that Business Associate may receive, create, maintain, use or disclose in connection with the functions, activities and services that Business Associate performs for Covered Entity (“Company”). The functions, activities and services that Business Associate performs for Covered Entity are defined in the Producing Agent Agreement. (“Underlying Agreement”).
- 6.2 Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”) and under the American Recovery and Reinvestment Act of 2009 (“ARRA”), this Agreement also reflects federal breach notification requirements imposed on Business Associate when “Unsecured PHI” (as defined under the HIPAA Rules) is acquired by an unauthorized party and the expanded privacy and security provisions imposed on business associates.
- 6.3 Unless the context clearly indicates otherwise, the following terms in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, disclosure, Electronic Media, Electronic Protected Health Information (ePHI), Health Care Operations, individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI and use.
- 6.4 As referenced, the Privacy Rule means the Privacy Rule, in conformity with the regulations at 45 C.F.R. Parts 160-164 (the “Privacy Rule”) as interpreted under applicable regulations and guidance of general application published by the HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA and the HIPAA Rules.

7. General Obligations of Business Associate

- 7.1 Business Associate agrees not to use or disclose PHI, other than as permitted or required by this Agreement or as Required by Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.
- 7.2 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this Agreement.
- 7.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement’s requirements or that would otherwise cause a Breach of Unsecured PHI.
- 7.4 The Business Associate agrees to the following breach notification requirements:
 - A. Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI not provided for by this Agreement of which it becomes aware within ten (10) calendar days of “discovery” within the meaning of the HITECH Act. Such notice shall, to the extent available, include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. 164.404(c) at the time of notification or promptly thereafter if information becomes delayed. Business Associate’s notification of a Breach of Unsecured PHI to Covered Entity under this Section shall comply in all respects with each applicable provision of the HIPAA Rules and related guidance with the force of law issued by the Secretary or the delegate of the Secretary from time to time.
 - B. In the event of Business Associate’s use or disclosure of Unsecured PHI in violation of HIPAA, the HITECH Act or ARRA, Business Associate bears the burden of demonstrating that notice as required under this Section 2.04 was made to Covered Entity, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI. Covered Entity bears ultimate responsibility for determining whether a Breach of Unsecured PHI occurred.
- 7.5 Business Associate agrees, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the at least as stringent restrictions, conditions and requirements that apply to the Business Associate with respect to such information.
- 7.6 Business Associate agrees to make available PHI in a Designated Record Set to the “Covered Entity/Company” as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. 164.524.
 - A. Business Associate agrees to comply with an individual’s request to restrict the disclosure of their personal PHI which has been agreed to by Covered Entity in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.
 - B. To the extent required by applicable law, Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b) (1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a “limited data set” as defined in 45 C.F.R. 164.514(e) (2), to accomplish the intended purpose of such request, use or disclosure, as interpreted under related guidance issued by the Secretary from time to time.
- 7.7 Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. 164.526.
- 7.8 Business Associate agrees to make its internal practices, books and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to the Secretary for the purpose of the Secretary determining compliance with the Privacy Rule.



7.9 To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

7.10 Business Associate agrees to account for the following disclosures:

- A. Business Associate agrees to maintain and document disclosures of PHI to the extent required to be accounted for pursuant to 45 C.F.R. 164.528 and Breaches of Unsecured PHI and any information relating to such disclosures of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.
- B. Business Associate agrees to provide to Covered Entity, or to an individual at Covered Entity's request, information collected in accordance with this Section 7.10, to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.
- C. Business Associate agrees to account for any disclosure of PHI used or maintained as an Electronic Health Record ("EHR") in a manner consistent with and to the extent required by 45 C.F.R. 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive any such accounting of disclosures of EHR by the Business Associate made on behalf of the Covered Entity only during the three years prior to the date on which the accounting is requested from Covered Entity or from the Business Associate.
- D. In the case of an EHR that the Business Associate acquired on behalf of the Covered Entity on or before January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after January 1, 2014. In the case of an EHR that the Business Associate acquires on behalf of the Covered Entity after January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after the later of January 1, 2011 or the date that it acquires the EHR.

7.11 Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Sub- title D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

7.12 Business Associate acknowledges that, effective on the Effective Date of this Agreement, it may be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended, for failure to comply with the applicable portions of the Privacy Rule.

8. Permitted Uses & Disclosures by Business Associate

8.1 General Uses and Disclosures - Business Associate agrees to receive, create, use or disclose PHI only in a manner that is consistent with this Agreement, the Privacy Rule or Security Rule and only in connection with providing services to Covered Entity unless otherwise permitted by this Agreement; provided that the use or disclosure would not violate the Privacy Rule, including 45 C.F.R. 164.504(e), if the use or disclosure would be

done by Covered Entity. For example, the use and disclosure of PHI will be permitted for "treatment, payment and health care operations," in accordance with the Privacy Rule.

- 8.2 Business Associate may use or disclose PHI as Required by Law.
- 8.3 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.
- 8.4 Specific Other Uses and Disclosures: All other uses or disclosures by Business Associate not authorized by this Agreement, by law or regulation, or by specific written instruction of Covered Entity are prohibited. Business Associate may provide data aggregation services to Covered Entity and may de-identify PHI in compliance with the Privacy Rule.

9. Obligations of Covered Entity

9.1 Covered Entity shall:

- A. Provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. 164.520, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.
- B. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this AGREEMENT.
- C. Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI under this Agreement.

9.2 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity, except as provided under Article III of this Agreement.

10. Compliance With Security Rule

10.1 Effective April 20, 2005, Business Associate shall comply with the applicable provisions of the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term "Electronic Health Record" or "EHR" as used in this Agreement shall mean an electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff.

10.2 In accordance with the Security Rule, Business Associate agrees to:

- A. Implement the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 164.310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI that it creates, receives, maintains or transmits on behalf of Covered Entity to the extent required by the Security Rule. Business Associate acknowledges that, effective on the Effective Date of this Agreement (a) certain of the foregoing safeguards, policies and procedures



requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (b) Business Associate may be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the Security Rule;

- B. Require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and
- C. Report to the Covered Entity any successful Security Incident of which it becomes aware.
- D. Upon request by the Covered Entity, report all unsuccessful Security Incident(s) of which Business Associate becomes aware.

11. Indemnification

Limited to sections 6-13, each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party and the other party's affiliates ("Indemnified Parties"), from and against any and all losses, expense, damage or injury (including, without limitation, all costs and reasonable attorneys' fees) that the Indemnified Parties may sustain as a result of, or arising out of (a) a breach of this Agreement by the Indemnifying Party or its subcontractors, including but not limited to any unauthorized use, disclosure or breach of PHI, (b) failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI pursuant to Section 2.04 or (c) any negligence or wrongful acts or omissions by the Indemnifying Party or its agents or subcontractors, including without limitations, failure to perform such Indemnifying Parties' obligations under this Agreement, the Privacy Rule or the Security Rule.

Notwithstanding the foregoing, nothing in this Section shall limit any rights any of the Indemnified Parties may have to additional remedies under the Underlying Agreement or under applicable law for any acts or omissions of Business Associate or its agents or Subcontractors.

12. Term and Termination

12.1 This BAA (Sections 6-13) shall be in effect as of the Effective Date of this Agreement, and shall terminate on the earlier of the date that:

- A. Either party terminates for cause as authorized under this Section 12.
- B. All of the PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is not feasible to return or destroy PHI, protections are extended in accordance with Section 12.3.

12.2 Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation; or terminate the Agreement. If the breaching party does not cure the breach or end the violation within a reasonable timeframe not to exceed thirty (30) days from the notification of the breach, or if a material term of the Agreement has been breached and a cure is not possible, the non-breaching party may terminate this Agreement and the Underlying Agreement upon written notice to the other party.

12.3 Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

- A. Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.
- B. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form.
- C. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section 7, for as long as Business Associate retains the PHI.
- D. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Article III which applied prior to termination.
- E. Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

12.4 The obligations of Business Associate under this Sections 12 shall survive the termination of this Agreement.

13. Miscellaneous

13.1 The parties agree to negotiate in good faith to amend Sections 6-13 to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and any other applicable law.

13.2 The respective rights and obligations of Business associate under Sections 11-12 shall survive the termination of this Agreement.

13.3 Sections 6-13 shall be interpreted in the following manner:

- A. Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.
- B. Any inconsistency between the Agreement's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, court or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court or the regulatory agency.
- C. Any provision of this Agreement that differs from those mandated by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.

13.4 Sections 6-13 constitute the entire Agreement between the parties related to the subject matter, except to the extent that the Underlying Agreement imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This Agreement supersedes all prior negotiations, discussions, representations or proposals, whether oral or written. This Agreement may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this Agreement, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

13.5 This BAA will be binding on the successors and assigns of the Covered Entity and the Business Associate. However, this Agreement may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.



13.6 Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the laws of the state of Mississippi.

14. Ethical Standard

The Company requires all Producing Agents to pledge to conduct business according to the highest principals of honesty, integrity and pride, always putting the needs of the customer first:

- 14.1 To conduct a thorough interview to determine the customer's needs and clearly disclose when the purchase or replacement of insurance policies is being proposed as part of the sales presentation;
- 14.2 To ensure the customer understands the costs and benefits of any product or proposal;
- 14.3 To distinguish clearly between the guaranteed and non-guaranteed elements of any product or proposal, and make the customer aware of product conditions or limitations, and of any features that could change over time;
- 14.4 To treat all customers as the Producing Agent would want to be treated, and to maintain personal and professional conduct that enhances reputation of both the Producing Agent The Company.

15. Maintaining Confidentiality of Personal Information

The Company is committed to safeguarding the privacy of its customers and is dedicated to maintaining the confidentiality of their personal information. In the course of Your duties under the Contract, You may obtain personal information about The Company's customers. The Company requires You to maintain the confidentiality of such personal information and to abide by the applicable federal and state privacy laws. such personal information to third parties without prior written consent of The Company or the customer. You shall not, under any circumstances use or disclose such personal information for Your own purpose, such as selling personal information to third parties. You shall also implement reasonable safeguards to protect such personal information from unauthorized or inadvertent use or disclosure. The Company reserves the right to periodically audit Your privacy practices and procedures to ensure compliance with federal and state laws and with The Company's corporate privacy policy.

16. Indemnification

Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party and the other party's affiliates ("Indemnified Parties"), from and against any and all losses, expense, damage or injury (including, without limitation, all costs and reasonable attorneys' fees) that the Indemnified Parties may sustain as a result of, or arising out of (a) breach of this Agreement by the Indemnifying Party or its subcontractors (b) any negligence or wrongful acts or omissions by the Indemnifying Party or its agents or subcontractors including without limitation, failure to perform such Indemnifying Parties obligations under this Agreement. Notwithstanding the foregoing, nothing in this Section shall limit any rights any of the Indemnified Parties may have to additional remedies under the MGA Agreement.

17. General Contract Provisions

17.1 Amendments - This Contract cannot be changed by any verbal promise or statement by whosoever made, and no writ-

ten modification or change will bind the Company unless it is signed by the President, a Vice President, or the Secretary of the Company, and expresses an intention to modify or change this Contract.

17.2 Severability - In the event that any provision of this Contract is deemed to be invalid or unenforceable, it is the intent of the parties that the remainder of this Contract shall remain in full force and effect.

17.3 Gender - Any and all references in this Contract to the masculine gender or him shall be intended to include the feminine gender or her as well as any legal entities not having a gender which execute this Contract.

17.4 Venue and Governing Law - Both Parties consent to the extent permitted by law, to jurisdiction and venue for enforcement of this Agreement in the County of Madison, Mississippi, and both parties agree that the law of Mississippi shall apply to the enforcement, construction and interpretation of this Agreement.

17.5 Execution and Effect on Previous Contracts - This Contract supersedes any previous contract[s] between the parties and it is understood and agreed, however, that all obligations of the parties to each other under any such prior contract[s] including debit balances, other debts, liens, right to offset, and the obligation to pay you commissions, still exist and will be combined and merged with similar obligations under this Contract.

17.6 Arbitration - This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act, 9 U.S.C. Section 1 et seq. In the event of any dispute between you and the Company ("parties") or any dispute relating to this Agreement or your relationship with Company, such dispute shall be resolved by final and binding arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association, or other Professional Arbitration Association as mutually agreed upon, in effect at the time such arbitration is initiated, in the event that the dispute cannot first be resolved by nonbinding mediation before an agreed upon mediator. A list of Arbitrators shall be presented to the claimant and respondent from which one will be chosen using the applicable rules. The hearing shall be conducted in the Agent's place of business, unless both parties consent to a different location. The Arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall be permitted to award those remedies that are available under applicable law. The arbitrator's award shall be enforceable in any court having jurisdiction thereof.

To the extent permissible under the law, and following the Arbitrator's ruling on the matter, the Company will bear the cost of Arbitration, other than the cost of filing fees, with each Party bearing their own costs and expenses, including attorney's fees. The Arbitrator's award in any Arbitration brought pursuant to the provisions of this Agreement shall provide for the prevailing party to recover from the other party the prevailing party's reasonable attorneys' fees relating to such action, unless it is determined by the Arbitrator that to do so would be inequitable. Unless applicable law provides otherwise, the arbitrator's award will not be subject to review or appeal, except as provided by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, or by the applicable provision of the Mississippi Arbitration Act.



Neither party shall publish the arbitrator’s award, agree to publish the award or arrange for publication of the award. The award shall have no legal effect on the claims of agents who are not party to the arbitration. Neither party may cite the arbitrator’s decision as precedent in any other arbitration, or in any administrative or court proceeding, except in a proceeding to affirm or vacate the arbitrator’s award, or to seek dismissal of the same claims in subsequent litigation.

The arbitration of any claim shall proceed only on an individual basis, even if the claimant sought to assert the claim in a court or in an Arbitration as a class action, private attorney general action, or other representative or collective action. Unless all parties consent, neither agent nor Company may join, consolidate, or otherwise bring claims related to two or more agents in the same arbitration. Also, unless all parties consent, neither agent nor company may pursue a class action, private attorney general action, or other representative or collective action in arbitration. In the event the prohibition against class action and representative actions in Arbitration is deemed unenforceable, the entire arbitration clause shall be voided.

This agreement to arbitrate shall survive the termination of this Agreement. It can only be revoked or modified by a writing signed by both parties that specifically states an intent to revoke or modify this arbitration provision. Recognizing that the purpose of this Agreement is to provide for the resolution of disputes through final and binding arbitration, if any term, condition or provision of this procedure is found by a court of competent jurisdiction to be invalid, void or unenforceable in any jurisdiction, such term, condition or provision shall, as to such jurisdiction, be ineffective only to the extent of such invalidity or unenforceability, except as described above with

respect to representative actions, without affecting (i) the validity of the remaining provisions of this procedure, which shall remain in full force and effect, and shall in no way be impacted, impaired or invalidated, (ii) the validity or enforceability of such term, condition or provision in any other jurisdiction, or (iii) the overriding objective and intent of this Agreement, that any dispute arising out of or relating to the relationship be resolved through final and binding arbitration.

17.7 Product Withdrawal - We and our Authorized Insurer(s) reserve the right, in our sole discretion, without prior notice, to withdraw or modify Products, including but not limited to the premium rates charged and the benefits available, and to change our underwriting practices or guidelines for Products at any time.

17.8 Forfeiture: If, at any time, You endeavor to induce producers of the Company to discontinue their contracts with the Company, or the Company's policy owners to relinquish their policies, You shall forfeit any and all commission(s) that You might otherwise have acquired under any and all contract(s), with the Company. Forfeiture under this paragraph shall not constitute an election by the Company to forego any claim it may have against You.

17.9 Errors and Omissions - Producing Agent will maintain an Errors and Omissions liability policy, throughout the duration of this Agreement and for a period of two (2) year thereafter, which offers coverage in an amount equal to or greater than \$1,000,000 for each occurrence and \$1,000,000 aggregate. The Producing Agent shall provide AmFirst not less than 30 days notice of cancellation, material modification or non-renewal of such policy. The Producing Agent agrees to provided AmFirst with proof of such coverage annually and at such other times as AmFirst may reasonably request.

I HAVE READ, UNDERSTAND, ACCEPT, AND AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT AS OF THE DATE OF MY EXECUTION OF THIS AGREEMENT AND AS IT IS SUBSEQUENTLY AMENDED BY THE COMPANY.

I understand and agree, that as a producer of AmFirst Insurance Company, it is not only my "ethical responsibility" but it is required that I have a thorough understanding of the Company's products. I will present accurately and honestly all facts essential to each potential policyholder's decision and recommend only a product suitable for their needs. This contract shall be first signed by you and shall not be effective until thereafter accepted and signed by the Company

Failure to comply with the above may result in immediate termination for cause. Your acceptance of this contract will grant the Company the right to correspond with you via email.

Signed by or for the parties hereto this _____ day of _____, 20____

Producing Agent (print name)

Producing Agent Authorized Signature

TO BE COMPLETED BY THE HOME OFFICE

Name (print name)

Title:

Effective Date DD MMM YYYY

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number									
				-					
or									
Employer identification number									

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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, but are not limited to, 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, as described in item 4 under "*By signing the filled-out form*" 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

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 on 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 territory, 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 territory.
- 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 as defined under section 581.
- 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 Information, 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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 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/EIN. 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 Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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 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
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

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

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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 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.

Go to 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

BACKGROUND CHECK DISCLOSURE AND AUTHORIZATION FORM

In the interest of maintaining the safety and security of our customers, employees and property, First Advantage (the "Company") will order a "consumer report" (a background report) or "investigative consumer report" on you in connection with your employment application, and if you are hired, or if you already work for the Company, may order additional background reports on you for employment purposes.

The background check company, First Advantage, (the "Background Check Company"), will prepare the background report for the Company. The Background Check Company is located at 1 Concourse Pkwy, Atlanta, GA 30328 , and can be reached by phone at 1-844-718-0087 or at their Internet Web site address <http://fadv.com>.

The background report may contain information concerning your character, general reputation, personal characteristics, mode of living, and credit standing. The types of information that may be ordered include but are not limited to: Social Security number verification; criminal, public, educational and, as appropriate, driving records checks; verification of prior employment; reference, licensing and certification checks; credit reports; drug testing results; and, if applicable, worker's compensation injuries. Workers' compensation information will only be requested in compliance with federal Americans with Disabilities Act and/or any other applicable federal, state or local laws and only after a conditional job offer is made. Credit history will only be requested when permitted by law and where such information is substantially related to the duties and responsibilities of the position for which you are applying. The information may be obtained from private and public record sources, including personal interviews with your associates, friends, and neighbors. (An "investigative consumer report" is a background report that includes information from such personal interviews, except in California where that term means any background report that is not a credit report.) The nature and scope of the most common form of investigative consumer report is an investigation into your education and/or employment history conducted by the Background Check Company or another outside organization.

You may request more information about the nature and scope of an investigative consumer report, if any, by telephoning the Company at 1-844-718-0087. A summary of your rights under the Fair Credit Reporting Act is also being provided to you with this form.

The Fair Credit Reporting Act gives you specific rights in dealing with consumer reporting agencies. You will find these rights summarized on A Summary of Your Rights Under the Fair Credit Reporting Act and A Summary of Your Rights Under the Provisions of California Civil Code Section 1786.22 for California residents..

STATE LAW NOTICES

If you live or work for the Company in the states listed below, please note the following:

CALIFORNIA: You may view the file that the Background Check Company has for you, and order a copy of the file, upon submitting proper identification and paying copying costs, by coming to their offices, during normal business hours and on reasonable notice, or by certified mail or mail. You may also ask for a file-summary by telephone. The Background Check Company can answer questions about information in your file, including any coded information. If you come in person, another person can come with you, so long as that person can show proper identification.

MAINE: If you ask us, you have the right to know whether the Company ordered an investigative consumer report on you. You may request the name, address, and telephone number of the nearest office for the Background Check Company. You will get this information within 5 business days of our receipt of your request. You have the right to ask the Background Check Company for a free copy of the report.

MARYLAND: If the Company obtains credit history information on you, it will be used to evaluate whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being considered.

MASSACHUSETTS/NEW JERSEY: If you submit a request to us in writing, you have the right to know whether the Company ordered an investigative consumer report from the Background Check Company. You may inspect and order a free copy of the report by contacting the Background Check Company.

MINNESOTA: If you submit a request to us in writing, you have the right to get from the Company a complete and accurate disclosure of the nature and scope of the consumer report or investigative consumer report ordered, if any.

NEW YORK: If you submit a request to us in writing, you have the right to know whether the Company ordered a consumer report or an investigative consumer report from the Background Check Company, and you will be provided with the name and address of the Background Check Company. You may inspect and order a free copy of the reports by contacting the Background Check Company. By signing below, you certify you have received a copy of Article 23A of the New York Correction Law is being provided with this form.

OREGON: If the Company obtains credit history information on you, it will be used to evaluate whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being considered.

WASHINGTON STATE: If you submit a request to us in writing, you have the right to get from the Company a complete and accurate disclosure of the nature and scope of the investigative consumer report we ordered, if any. You also have the right to ask the Background Check Company for a written summary of your rights under the Washington Fair Credit Reporting Act. If the Company obtains information bearing on your credit worthiness, credit standing or credit capacity, it will be used to evaluate whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being considered.

AUTHORIZATION FOR BACKGROUND CHECKS

After carefully reading this Background Check Disclosure and Authorization form, I authorize the Company to order my background report, including investigative consumer reports. I understand that the Company may rely on this authorization to order additional background reports, including investigative consumer reports, during my employment without asking me for my authorization again as allowed by law.

I also authorize the following agencies and entities to disclose to the Background Check Company and its agents all information about or concerning me, including but not limited to: my past or present employers; learning institutions, including colleges and universities; law enforcement and all other federal, state and local agencies; federal, state and local courts; the military; credit bureaus; testing facilities; motor vehicle records agencies; if applicable, worker's compensation injuries; all other private and public sector repositories of information; and any other person, organization, or agency with any information about or concerning me. Workers' compensation information will only be requested in compliance with federal Americans with Disabilities Act and/or any other applicable federal, state or local laws and only after a conditional job offer is made. The information that can be disclosed to the Background Check Company and its agents includes, but is not limited to, information concerning my employment history, earnings history, education, credit history, motor vehicle history, criminal history, military service, professional credentials and licenses and substance abuse testing.

I agree the Company may rely on this authorization to order background reports, including investigative consumer reports, from companies other than the Background Check Company without asking me for my authorization again as allowed by law. I also agree that a copy of this form is valid like the signed original. I certify that all of the personal information I provided is true and correct.

Last Name _____ First _____ Middle _____

Maiden/Other Names _____ Years Used _____

If you live or work for the Company in California, Minnesota or Oklahoma: Check this box if you would like a free copy of your background check report:

Signature

_____/_____/_____
Date: (Month/Day/Year)

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

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

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

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

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

- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

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

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

**A Summary of Your Rights
Under the Provisions of California Civil Code Section 1786.22**

The Investigative Consumer Reporting Agencies Act (ICRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). You can find the complete text of the ICRA, at the California Privacy Protection web site (<http://www.privacy.ca.gov/icraa.htm>). The ICRA gives you specific rights, as outlined below. You may have additional rights under federal law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

(a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.

(b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:

(1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.

(2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.

(3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.

(c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.

(d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.

(e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.

(f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.

NEW YORK CORRECTION LAW
ARTICLE 23-A
LICENSURE AND EMPLOYMENT OF PERSONS PREVIOUSLY
CONVICTED OF ONE OR MORE CRIMINAL OFFENSES

Section 750. Definitions.

751. Applicability.

752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited.

753. Factors to be considered concerning a previous criminal conviction; presumption.

754. Written statement upon denial of license or employment.

755. Enforcement.

§750. Definitions. For the purposes of this article, the following terms shall have the following meanings:

- (1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.
- (2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.
- (3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.
- (4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.
- (5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

§751. Applicability. The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

§752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

- (1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or
- (2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

§753. Factors to be considered concerning a previous criminal conviction; presumption.

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

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

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

§755. Enforcement.

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



Debit-Check Agent/Agency Authorization Form

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

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

AGENT/AGENCY'S STATEMENT – READ CAREFULLY

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

BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):

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

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

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

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

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

Agent/Agency Printed Name: _____

Signature: _____

Date: _____

FOR COMPANY USE ONLY

AGREED AND ACKNOWLEDGED BY COMPANY:

Name of Company: _____

Signature: _____

Name and Title: _____

Please Insert Voided Check



Attestation

After reading the course materials, I (Agent) attest that I have completed the Waypoint MYGA product training course.

Signature

Date