

Northwest Marketing Resources

AGENT COMMISSION AGREEMENT

INSTRUCTIONS FOR APPOINTMENT

Please complete all requirements; failure to do so may delay the appointment process.

- ___ 1. COMPLETE APPLICATION FOR APPOINTMENT.
- ___ 2. IF COMMISSIONS ARE ASSIGNED COMPLETE QUESTION 5.
ALSO INCLUDE LEGAL CORPORATION NAME AND TIN#.
- ___ 3. READ FAIR CREDIT REPORTING ACT INFORMATION.
- ___ 4. INCLUDE PHOTOCOPY OF CURRENT AGENT LICENSE.
- ___ 5. INCLUDE PHOTOCOPY OF AGENCY LICENSE IF COMMISSIONS ARE ASSIGNED
- ___ 6. COMPLETE W-9 FORM
- ___ 7. COMPLETE STATE REQUIRED FORMS (IF APPLICABLE).
- ___ 8. INCLUDE CHECK FOR APPOINTMENT FEE(S). (No fees required in Arkansas and South Carolina)

**** PLEASE ATTACH A COPY OF A CURRENT LICENSE AND FEE IF APPLICABLE****

SEND ALL OF THE ABOVE TO:

Security Life Insurance Company of America
 10901 Red Circle Drive
 Minnetonka, MN 55343-9137
 (800) 328-4667

Answer every question IN FULL
 TYPE OR PRINT

Northwest Marketing Resources
ADMINISTRATOR/GENERAL AGENT

FOR SLICA HOME OFFICE USE ONLY	
State(s):	Amount Due: \$
Effective Date of Appt.:	Processed By:
Notes:	

Last Name	First Name (No Initials)	Middle Name	Social Security Number
Date Of Birth	Sex M F	Are you a citizen of the United States?	
Legal Corporation Name			Federal Tax ID
Home Street Address		City	State Zip Code
Business / Mailings Address		City	State Zip Code
Home Phone	Business Phone	Fax	Email
1. Are you currently appointed with Security Life?			Yes No
2. Are you submitting an application for Insurance with this application for appointment?			Yes No
3. If Yes, What is the date the Application for Insurance was signed?			Date
4. List the state(s) in which you are licensed and wish to be appointed:			
State	License #	State	License #
State	License #	State	License #
State	License #	State	License #
5. If you are assigning your commissions to an agency, please give its name and address and check your status with the organization. (Please enclose a copy of your corporate license:			
Name of Assignee		Assignee TIN#	
Street Address		City	State Zip Code
Do you carry Errors & Omissions Protection? Yes No		STATUS: (Circle One) Owner/Partner Corporate Office Representative (agent)	

6. FIVE-YEAR EMPLOYMENT HISTORY.					
Begin with present employment. If self-employed, describe your job and give address and phone number					
Dates	Name of Employer	City	Your Position	Reason You Left	
7. Have you ever had an application for an insurance license declined by any insurance department?				Yes*	No
8. Have you ever had an insurance license suspended or revoked by any insurance department or had a complaint issued against you by any insurance department?				Yes*	No
9. Is any charge by any state currently pending against you or against the agency or any member of the agency?				Yes*	No
10. Have you ever been charged with or convicted of a felony or of any crime involving moral turpitude?				Yes*	No
11. Are there any outstanding judgments or liens (including state or federal tax liens) against you?				Yes*	No
12. Has your appointment ever been terminated by an insurance company for reasons other than lack of production?				Yes*	No
13. Does any insurer, insured, or other person claim any indebtedness of you as a result of any insurance transactions or business?				Yes*	No

NOTE: A "yes" to any question 7 through 13 requires an explanation below or on separate sheets attached to this form.

REFERENCES

Name	Address	Phone

I certify, under penalty of perjury, that all answers and responses to questions or inquiries contained in this application are true, correct, and complete answers and responses. I further certify that I have read and am familiar with the sections of the insurance code in the state which I am seeking appointment and that I am withholding no information which would effect my qualification for this appointment with Security Life Insurance Company of America.

I authorize Security Life Insurance Company of America and its agents and/or assigns to obtain and I authorize any insurance carrier or agency with which I am or have been affiliated to release information concerning my character, general reputation, personal characteristics, credit history, mode of living and other applicable data, as part of my appointment and contracting process. A copy of this authorization is as valid as the original. As evidence of my desire to obtain appointment with Security Life Insurance Company of America, I empower it and/or its agents to retrieve information from all personnel, educational institutions, government agencies, companies, corporations, credit reporting agencies, and law enforcement agencies at the federal, state, or county level, relating to my past activities, to supply any and all information concerning my background, and release the same from any liability resulting in providing such information. The information received may include, but is not limited to, residential, achievement, job performance, litigation, personal history, credit reports, driving history, disciplinary and conviction records. I understand and acknowledge that this is an application only and that submission of this application does not guarantee that I will become appointed by Security Life Insurance Company of America. I further understand and acknowledge that any subsequent appointment by Security Life Insurance Company of America only allows me to solicit applications for insurance on behalf of Security Life Insurance Company of America, and that neither this application nor any subsequent appointment constitutes a contract between myself and Security Life Insurance Company of America.

By my signature below, I hereby release any individual or institution, including its officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may at the time result to me, because of compliance with this authorization and request to release information or any attempt to comply with it. A copy of this authorization is as valid as the original.

Broker/Agent Signature Date

Notice to Prospective Agent / Broker

Your application for appointment is being considered. In order to fully evaluate all factors that may affect your appointment status, a credit report may be obtained or prepared by the following credit bureau: **PRSI (800) 232-0247**

IF A CREDIT REPORT IS REQUESTED, YOU HAVE THE RIGHT TO RECEIVE A COPY OF YOUR CREDIT REPORT BY INDICATING YES OR NO BELOW. YOUR CREDIT REPORT WILL BE MAILED TO YOU.

I have read and understand the above notice. If a credit report is requested in connection with my appointment application, I want a free copy of my credit report: (circle one) **YES** **NO**

AGENT COMMISSION AGREEMENT

SECURITY LIFE INSURANCE COMPANY OF AMERICA

10901 Red Circle Drive
Minnetonka, MN 55343-9137

THIS AGREEMENT is made on the ___ day of _____, 20__ between SECURITY LIFE INSURANCE COMPANY OF AMERICA, whose business office is located at 10901 Red Circle Drive, Minnetonka, Minnesota, hereinafter referred to as "Company", and

Last Name		First Name (No Initials)		Middle Name	
Address		City		State	Zip code
Home Phone	Business Phone				

hereinafter referred to as "Agent".

Recitals

1. Company is engaged in marketing and administration of group insurance policies and plans.
2. Agent desires to represent Company in its business of providing group insurance policies and plans for compensation as set forth herein.

IN CONSIDERATION of the mutual premises and upon the terms and conditions set forth herein, the parties do hereby agree:

Section One - Duties

- A. Agent agrees to solicit and service group insurance policies and plans underwritten by Company.
- B. Agent is not authorized to incur any indebtedness or liability, or to make, alter, or discharge contracts, or to waive forfeitures, extend time of payments due, waive payment in cash, or make refunds or rebates, or to name additional rates on behalf of Company.
- C. Agent is not authorized to accept or receive money due Company except in accordance with the rules and regulations of Company. Cash collected by Agent from customers in accordance with such rules and regulations for group insurance policies and plans underwritten by Company shall be immediately remitted to Company. All checks received in accordance with such rules and made payable to Company shall be immediately remitted to Company; any check made payable to Agent shall be endorsed to Company and immediately remitted to Company. All other instruments shall be immediately remitted to Company.
- D. Agent agrees not to otherwise interfere with the other business activities of Company or its other representatives.
- E. All sales hereunder are subject to approval by Company at its office. Therefore, all applications and other instruments for insurance coverages hereunder shall be immediately forwarded to Company.
- F. Agent shall maintain all licensing, continuing education, and other agent compliance requirements of the insurance laws and regulations of the jurisdiction in which he/she solicits group insurance policies and plans for Company.
- G. Agent shall enter into a Business Associate Agreement with Company in the form attached hereto as Exhibit A.
- H. Agent shall comply with the requirements set forth in Exhibit A pertaining to the use and disclosure of Protected Health Information, as defined by the Standards for the Privacy of Individually Identifiable Health Information promulgated by the Department of Health and Human Services, located at 45 C.F.R. 160.103.

Section Two - Territory

This agreement does not assign a sales territory to Agent. Agent warrants and represents that he/she is licensed and otherwise has the legal right to solicit, sell and service insurance in accordance with this Agreement.

Section Three - Compensation

Compensation to Agent shall be the percentage of premium as set forth on the attached Schedule of Commissions. Such compensation may be amended from time to time by Company. Commissions shall be payable upon receipt and acceptance by Company of total premiums due so long as Agent remains Agent of Record. Compensation may be assigned in writing with the written consent of Company. Agent is responsible for all expenses incurred by him/her in performing the duties described herein.

Section Four - Return of Materials

On termination of this contract by either party, all sales manuals, brochures, applications, forms, premium information, customer account lists, invoices and other sales materials and any copies thereof shall be promptly returned to Company by Agent.

Section Five - Indebtedness

Any indebtedness of Agent to Company shall be a first lien against any commissions due Agent, his representatives, or assigns under this Agreement and such commissions shall be applied to liquidate such indebtedness.

Section Six - Arbitration

Should a dispute or claim arise or remain unresolved between Company and Agent under this Agreement, both parties agree to arbitrate according to the rules of the American Arbitration Association. The prevailing party of any arbitration shall be entitled to reasonable attorney's fees, if any, and other expenses incurred in connection with such arbitration. This Section Six shall survive termination of this Agreement.

Section Seven - Termination

This Agreement may be terminated by either party on not less than thirty (30) days written notice. If termination is by Company, it is agreed that such termination may be with or without cause.

Section Eight - Modifications

This Agreement does not preclude Company from amending or rescinding any insurance contract written with respect to this Agreement.

Unless otherwise stated herein, the terms of this Agreement shall not be altered, amended or modified except in writing signed by a duly authorized representative/officer of Company.

Section Nine – Governing Law

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Minnesota.

COMMISSIONS PAYABLE TO WRITING AGENT

This schedule is attached to and made a part of the Security Life Insurance Company of America's Agent's Commission Agreement. Commissions are calculated on premiums received and accepted by Security Life Insurance Company of America for the following products:

GEMSTAR GROUP DENTAL
10% Level on Paid Premium

PRIMESTAR PERSONAL DENTAL
10% Level on Paid Premium

IN WITNESS WHEREOF, the parties have executed this Agreement at _____ on the day and year first above written.

SECURITY LIFE INSURANCE COMPANY OF AMERICA

By: _____

Agent Signature

Title: _____

Print Name of Agent

Exhibit A

BUSINESS ASSOCIATE AGREEMENT FOR USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

WHEREAS, this Exhibit A shall be applicable to Protected Health Information (i) received by Agent from Company or (ii) created or received by Agent on behalf of Company. Such Protected Health Information may be used or disclosed only in accordance with this Agreement and the Health Insurance Portability and Accountability Act ("HIPAA"); and

WHEREAS, THE COMPANY may make available and/or transfer to AGENT certain information, in conjunction with goods or services that are being provided by AGENT to THE COMPANY, that is confidential and must be afforded special treatment and protection, and

WHEREAS, it is specifically understood by the parties hereto that the provisions of this Exhibit A may be modified prospectively from time to time.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is agreed as follows:

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

- a. PROTECTED HEALTH INFORMATION ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- b. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- c. SECRETARY shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
- d. USE shall mean, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.
- e. DISCLOSE (or DISCLOSURE) shall mean the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.

2. LIMITS ON USE AND DISCLOSURE: AGENT agrees that all PHI in any form, including paper record, oral communication, audio recording, and electronic display DISCLOSED to AGENT, or created or received by AGENT on THE COMPANY's behalf shall be subject to this Agreement. AGENT agrees that it shall be prohibited from USING or DISCLOSING PHI provided or made available by THE COMPANY for any purpose other than as expressly permitted or required by this Agreement.

3. PERMITTED USE AND DISCLOSURE: AGENT agrees to USE or DISCLOSE any PHI solely for the purpose of:

- a. Meeting obligations as set forth in any agreements between THE COMPANY and AGENT;
- b. For the proper management and administration of the AGENT;
- c. As required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom THE COMPANY is required to DISCLOSE such information or as otherwise permitted under this Agreement, the existing Administrative Agreement (if consistent with this Agreement and the PRIVACY RULE),
- d. As would be permitted by the PRIVACY RULE if such USE or DISCLOSURE were made by THE COMPANY.

4. AVAILABILITY OF INFORMATION: AGENT agrees to make information available for the following reasons:

- a. For amendment of, and to incorporate any amendments to, PHI in accordance with Section 164.526 of the PRIVACY RULE;
- b. To the extent and in the manner required by Section 164.524 of the PRIVACY RULE;
- c. To provide the required information necessary for an accounting of DISCLOSURES, as required by Section 164.528 of the PRIVACY RULE;
- d. To the Secretary for the purpose of auditing AGENT's records, books and practices related to USE and DISCLOSURE of PHI received from, or created or received by AGENT on behalf of, THE COMPANY to ensure THE COMPANY's compliance with the PRIVACY RULE.

5. ACCESS TO BOOKS AND RECORDS: AGENT agrees to make its internal practices, books and records relating to the USE and DISCLOSURE of PHI received from, or created or received by AGENT on behalf of, THE COMPANY available to the Secretary for purposes of determining THE COMPANY's compliance with the PRIVACY RULE.

6. SAFEGUARDS AND REPORTING: AGENT agrees to implement appropriate safeguards to prevent USE or

DISCLOSURE of PHI other than as provided for by this Agreement, and to implement procedures for mitigating, to the maximum extent practicable, any deleterious effect from such USE or DISCLOSURE of PHI. AGENT agrees to immediately report to THE COMPANY any USE or DISCLOSURE of PHI not provided for by this Exhibit A.

7. DURATION OF AGREEMENT: This Exhibit A shall be effective as of the effective date of the Agent Commission Agreement to which this Exhibit A is attached. Termination of this Exhibit A will commence upon the earlier of the following events:

- a. On the date of termination of the existing Agent Commission Agreement between THE COMPANY and AGENT
- b. On the date of termination of the AGENT's appointment with THE COMPANY; or
- c. If THE COMPANY determines AGENT has violated a material term of this Exhibit A.

8. UPON TERMINATION: Upon termination of this Exhibit A, AGENT agrees to return or destroy all PHI received from, or created or received by the AGENT on behalf of, THE COMPANY that the AGENT still maintains in any form and retain no copies of such information. If return or destruction of any portion of PHI is not feasible, AGENT agrees to extend the protections of the contract to the information and limit further USE and DISCLOSURE to those purposes that make the return or destruction of the information infeasible. If AGENT elects to destroy the PHI, it will present THE COMPANY with certification of the destruction.

AGENT agrees that its duty to return or destroy PHI, as well as its duty to protect the privacy of PHI it created for or received from, or on behalf of, THE COMPANY during the term of this Exhibit A and the accompanying Agent Commission Agreement, survives termination of this Exhibit A and the accompanying Agent Commission Agreement.

9. SUBCONTRACTORS AND AGENTS: AGENT agrees to ensure that any agent or subcontractor to whom it provides PHI received from THE COMPANY, or created or received by the AGENT on behalf of THE COMPANY, agrees to the same restrictions and conditions that apply to the AGENT with respect to such information.

10. ASSIGNABILITY OF AGREEMENT: AGENT shall not assign or transfer its rights or obligations under this Exhibit A without prior written consent of THE COMPANY.

11. AMENDMENT OF AGREEMENT: No changes in or additions to this Exhibit A shall be recognized unless and until made in writing and signed by an authorized officer or agent of THE COMPANY and AGENT; provided however, that this Exhibit A shall be deemed amended or modified, as necessary, to comply with the requirements imposed by state or federal law governing the privacy of Protected Health Information.

12. INDEMNIFICATION: AGENT agrees to indemnify, defend and hold harmless THE COMPANY, its parent companies, subsidiaries, affiliates, agents, officers, directors and employees from and against any and all liability or expense, including defense costs and legal fees, incurred in connection with claims for damages of any nature, including but not limited to bodily injury, death, personal injury, property damage or other damages arising from the negligent or willful performance or failure to perform its obligations under this Exhibit A.