ALL CARE INSURANCE MARKETING, INC.

All Care Insurance Marketing, Inc.
Phone: 800-782-2030
Email: Contracting@allcareins.com

Producer Contracting and Appointment Checklist

The enclosed forms are required for contracting and appointment with Philadelphia American Life Insurance company and New Era Life Insurance companies.

- Application for Appointment
- Appointment Fee(s)
- Copy of Current License
- Copy of E & O
- Automatic Deposit Form
- Advance Agreement
- Commission Addendum
- Agent Contract
- W9 Form

Note: Page 10, paragraph 3 specifies a minimum of 15 paid applications per year. This refers only to the medicare supplement products. There are no production requirements for the other products.

Please note:
Once all required fields have been completed the "click to sign" button will appear, it will then ask you to confirm your email address. After you submit please check your inbox to complete signing.

If the "click to sign" button did not appear, not all required fields have been completed. You will then see "Next required field" at the top right of the window. Click where it says "Next required field" and it will take you to the missing fields. Once these fields are filled, the "click to sign" button will appear.

NEW ERA LIFE INSURANCE COMPANY

NEW ERA LIFE INSURANCE COMPANY OF THE MIDWEST

PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY

FOR HOME OFFICE USE ONLY

Agent #_____

Eff. Date_____ **Code**_____

State_____ **Contr Type**_____ **FEP**_____

APPLICATION FOR APPOINTMENT

AGENT NAME _____

RESIDENCE ADDRESS _____

CITY _____ STATE _____ ZIP_____

PHONE NO. _____ FAX _____

SOCIAL SECURITY NO. _____

DATE OF BIRTH _____

INDIVIDUAL LICENSED FOR: ☐ Life ☐ A & H

CORPORATION NAME _____

BUSINESS ADDRESS _____

CITY _____ STATE _____ ZIP_____

PHONE NO. _____ FAX _____

T.I.N. _____

EMAIL _____

CORPORATION LICENSED FOR: ☐ Life ☐ A & H

ALL MAIL SENT TO: ☐ Home ☐ Business

PAY COMMISSIONS TO: ☐ Self ☐ Corporation or Agency **(If Corporation or Agency, please include Assignment Form)**

LICENSE INFORMATION

Resident State License Number: _____ Expiration Date: _____

National Producer Number: _____

NON-RESIDENT LICENSE(S) CURRENTLY IN FORCE

STATE	LIFE	A&H	LICENSE NO.	EXP. DATE

LIST COMPANIES YOU CURRENTLY REPRESENT _____

Has you license ever been suspended or revoked? ..... ☐ Yes ☐ No

Have you ever been charged with embezzlement, theft, or any type of felony? ..... ☐ Yes ☐ No

Have you ever appeared before any State Insurance Board or Committee? ..... ☐ Yes ☐ No

Has a justified complaint ever been filed against you with an Insurance Department? ..... ☐ Yes ☐ No

Has any agency contract, to which you were a party, ever been canceled by an insurance company? ..... ☐ Yes ☐ No

Has a suit or judgment ever been brought against you in connection with your insurance activities? ..... ☐ Yes ☐ No

Have you ever been convicted of a crime? ..... ☐ Yes ☐ No

Are you currently in debt to any insurance company or federal agency? ..... ☐ Yes ☐ No

Please attach an explanation for any "Yes" answers to the above questions.

INSURANCE EXPERIENCE

(Life/Health Companies)

Name _____ Position _____ From _____ To _____

Address _____ Supervisor _____

Name _____ Position _____ From _____ To _____

Address _____ Supervisor _____

How many years have you been in the insurance industry? _____

Indicate professional designations earned or indicate courses completed: ☐CLU ☐ChFC ☐CFP ☐CPCU ☐RHU ☐FLMI

Have you ever represented New Era Life, New Era Life of the Midwest, or Philadelphia American Life? ☐ Yes ☐ No

FAIR CREDIT REPORTING ACT DISCLOSURE

I understand that as a part of the normal processing procedure, an investigative consumer report may be prepared whereby information is obtained through personal interviews with my neighbors, friends, or any others who are aquatinted with me or my agency. This inquiry includes information regarding my character, general reputation, personal characteristics and mode of living. I have a right to make a written request within a reasonable period of time to receive detailed information about the nature and scope of this investigation.

I state that to the best of my knowledge all information on the application is correct and that I am not presently, nor do I anticipate being involved in either a personal or business filing of bankruptcy.

Signature _____ Date _____

Recruiter's Signature _____ Date _____

COPY OF CURRENT LICENSE AND W-9 FORM MUST BE ATTACHED.

Recruiter's Comments: _____

_____

_____

_____

_____

New Era Life Insurance Companies
New Era Life Insurance Company (NEC)
New Era Life Insurance Company of the Midwest (NEMC)
Philadelphia American Life Insurance Company (PALIC)
Appointment Checklist, Florida
(REV. 05/29/2018)

Agent Name: _____ Date: _____
Phone: _____ Fax: _____
E-mail: _____
Address: _____
City: _____ State: _____ Zip: _____

This Appointment Checklist is exclusively for appointment in Florida under Philadelphia American Life Insurance Company

State	Fee	Appoint
Florida	$60.00*	☐

*** If you are a non-resident Florida agent physically entering the State of Florida to conduct business, you must complete the Florida Non-Residents County Appointment Checklist. Please select appropriate county or counties below.**

Florida Non-Resident Agents ONLY:

County	Fee	Appoint
Alachua	$6.00	☐
Baker	$6.00	☐
Bay	$6.00	☐
Bradford	$6.00	☐
Brevard	$6.00	☐
Broward	Not available at this time	
Calhoun	$6.00	☐
Charlotte	$6.00	☐
Citrus	$6.00	☐
Clay	$6.00	☐
Collier	$6.00	☐
Columbia	$6.00	☐
DeSoto	$6.00	☐
Dixie	$6.00	☐
Duval	$6.00	☐
Escambia	$6.00	☐
Flagler	$6.00	☐
Franklin	$6.00	☐
Gadsden	$6.00	☐
Gilchrist	$6.00	☐
Glades	$6.00	☐
Gulf	$6.00	☐

County	Fee	Appoint
Hamilton	$6.00	☐
Hardee	$6.00	☐
Hendry	$6.00	☐
Hernando	$6.00	☐
Highlands	$6.00	☐
Hillsborough	$6.00	☐
Holmes	$6.00	☐
Indian River	$6.00	☐
Jackson	$6.00	☐
Jefferson	$6.00	☐
Lafayette	$6.00	☐
Lake	$6.00	☐
Lee	$6.00	☐
Leon	$6.00	☐
Levy	$6.00	☐
Liberty	$6.00	☐
Madison	$6.00	☐
Manatee	$6.00	☐
Marion	$6.00	☐
Martin	$6.00	☐
Miami-Dade	Not available at this time	
Monroe	Not available at this time	
Nassau	$6.00	☐

County	Fee	Appoint
Okaloosa	$6.00	☐
Okeechobee	$6.00	☐
Orange	$6.00	☐
Osceola	$6.00	☐
Palm Beach	$6.00	☐
Pasco	$6.00	☐
Pinellas	$6.00	☐
Polk	$6.00	☐
Putnam	$6.00	☐
Santa Rosa	$6.00	☐
Sarasota	$6.00	☐
Seminole	$6.00	☐
St. Johns	$6.00	☐
St. Lucie	$6.00	☐
Sumter	$6.00	☐
Suwannee	$6.00	☐
Taylor	$6.00	☐
Union	$6.00	☐
Volusia	$6.00	☐
Wakulla	$6.00	☐
Walton	$6.00	☐
Washington	$6.00	☐

P.O. Box 4884 ♦ Houston, TX 77210-4884
11720 Katy Freeway ♦ Suite 1700 ♦ Houston, TX 77079
1-800-713-4680

GENERAL AGENT CONTRACT

SECTION 1. PARTIES

This General Agent Contract (referred to as "Contract") is made by and between (select each Company below that applies),

[ ] NEW ERA LIFE INSURANCE COMPANY (referred to as "Company" singularly or collectively)
[ ] NEW ERA LIFE INSURANCE COMPANY OF THE MIDWEST (referred to as "Company" singularly or collectively)
[ ] PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY (referred to as "Company" singularly or collectively)

and you, (Print Your Name or Entity Here)_____, and shall take effect on the date stated on page 5 of this document. This contract supersedes any prior contract(s) that you may have had with Company, except for terms of prior contract(s) that pertain to compensation, vesting, lien(s), and replacement of policies on business written prior to the effective date of this Contract.

SECTION 2. APPOINTMENT

The Company (ies) selected above appoints the person or entity named above as its General Agent (referred to as "GA") as its agent, for the purpose of soliciting, personally or through Agents and/or Brokers recruited by or assigned to the GA, applications for the Company's insurance policies and annuity contracts, and forwarding them to the Home Office of the Company for acceptance or rejection. The GA and the Agents or Brokers recruited by or assigned to the GA may operate within the territory in which they are properly licensed, but this Agreement does not grant exclusive rights in any territory or for any products.

SECTION 3. RESPONSIBILITIES AND LIMITATIONS

During the continuation of this Agreement, the GA agrees to:

(a) Be responsible for the proper delivery of policies issued by the Company on applications solicited by the GA and Agents or Brokers recruited by or assigned to the GA.
(b) Operate only in states where the GA and Agents or Brokers recruited by or assigned to the GA are licensed to do business and solicit applications only for those products offered by the Company in each such state.
(c) Comply with all rules, regulations and instructions of the Company pertaining to the conduct of business covered by this Agreement, and be responsible for the supervision of the Agents recruited by or assigned to the GA, in complying with such rules, regulations, and instructions.
(d) Comply with all state, federal and local laws, regulations and orders to which the GA and the Agents or Brokers recruited by or assigned to the GA may be subject or bound.
(e) Maintain adequate professional liability (Errors & Omissions) insurance coverage respecting the conduct of the GA's business under this Agreement and furnish proof of such coverage to the Company upon request.
(f) Pay all his or her expenses in the performance of this Agreement.
(g) Indemnify and hold the Company harmless from losses, expenses, costs and damages resulting from any acts by the GA or the GA's employees which breach any of the terms of this Agreement.
(h) Immediately forward to the Company by cash or check all premiums received by the GA or the Agents and/or Brokers recruited by or assigned to the GA at the time of application or upon delivery of an insurance policy.
(i) Obtain and maintain training required by any local, state or federal law, code, rule or regulation, including but not limited to Anti-Money Laundering training, and timely provide verification of such training to the Company or upon request by the Company.

SECTION 4. AGENT AND/OR BROKER

The Company agrees to appoint as its agents such licensed persons (Agents and/or Brokers) recruited by the GA as meet standards then generally applied by the Company in appointment of Agents and/or Brokers; provided, however, that:

(a) No such person shall be authorized to represent the Company until an Agent's or Broker's contract is properly executed by the Company and such Agent or Broker is properly licensed and appointed by the Company to solicit business for the Company.
(b) The Company reserves the right, in its sole discretion, to refuse to appoint any Agent or Broker recruited by the GA, and to terminate the appointment of any such Agent or Broker, without any liability to the GA.
(c) If both the GA and another Agent of the Company request appointment of the same person, the Company shall appoint that person in whatever capacity is mutually agreed upon by all parties.

SECTION 5. ASSIGNMENT

No sale, transfer or assignment of this Agreement or of any interest therein, shall be valid without the consent of the Company made in writing and signed by an Officer of the Company and dated at its Home Office.

SECTION 6. LIMITS OF AUTHORITY

The GA is not authorized to obligate or bind the Company to any contract of insurance, to waive, alter or change any provision or condition of the Company's insurance policies or annuity contracts or any application for such contracts, any Agent's or Broker's contract, sales literature, illustrations, or receipts; modify or extend the amount of time of any premium payment due to the Company; or receive any money due or to become due the Company except initial premiums and additional first year premium collected when a policy is delivered. The GA shall not enter into any contract, incur any expense or obligation of any character whatsoever, or cause or permit the insertion or distribution in any publication or otherwise, of any advertising or publicity matter in any way involving the Company without the prior written approval of the Company. The GA is not to prepare, publish, print or circulate, or cause to be prepared, published, printed, or circulated any advertising or sales promotion materials, illustrations, circulars, leaflets, booklets, form letters, radio, telephone or television scripts, or any other information used in the solicitation of insurance, nor advertise its policies or services without the Company's prior written approval.

SECTION 7. APPLICATIONS AND POLICIES

The Company may, in its discretion, and without liability to the GA, reject applications or refund premiums for insurance policies or annuity contracts submitted by the GA or Agent and/or Broker recruited by or assigned to the GA without specifying the cause; and withdraw, substitute, or change any insurance policy, annuity contract, or premium rate used by the Company.

SECTION 8. INDEBTEDNESS

The GA will be responsible for the payment to the Company on demand of all monies which

(a) The GA or Agent and/or Broker recruited by or assigned to the GA collects on the Company's behalf;
(b) are due it because of compensation paid to the GA or Agent and/or Broker recruited by or assigned to the GA upon premiums or other consideration paid for any insurance policy or annuity contract which the Company thereafter refunded or returned; or
(c) are paid or advanced to the GA or Agent and/or Broker recruited by or assigned to the GA which are not due under this Agreement. Until the Company receives all such monies from the GA or Agent and/or Broker recruited by or assigned to the GA, the same shall be a debt payable on demand and for which he/she is personally liable.

SECTION 9. LIEN

As additional security for the payment of any indebtedness under this Agreement or any other Agreement with the Company, the Company shall have a first and prior lien against the compensation due the GA under this Agreement. The Company's lien is superior to all other liens under this Agreement. The Company may, at any time offset any such indebtedness against compensation due the GA under this Agreement or any agreement he/she has with the Company. If the Company does elect to offset, the offset shall not constitute an election by the Company to forego any other remedies to collect the indebtedness.

SECTION 10. LITIGATION

a) If any legal action is brought against the Company, its employees, the GA or Agents and/or Brokers recruited by or assigned to the GA, either jointly or severally, by reason of any alleged act, fault, omission, negligence, or failure of the GA's or Agents and/or Brokers recruited by or assigned to the GA, in connection with activities hereunder, the Company may require the GA to defend such action. However, at its sole option, the Company may elect to defend such action and expend such sums as are reasonably necessary in connection with such defense including attorneys' fees. On demand, the GA shall repay all such costs incurred in such defense. In the event judgment is obtained against the Company or its employees in any such action, the GA shall indemnify the Company for such judgment as well as all attendant costs as stated above. The GA shall have the same rights in connection with suits brought by third parties and arising from alleged wrongdoing on the part of the Company involving the GA and Agent and/or Broker recruited by or assigned to the GA. In any event, compromise settlements shall be considered and shall be accepted as may be reasonable.

b) The GA shall not commence any litigation between the GA and any other agent of the Company, or applicant to or policyholder of the Company upon any matter relating to the business of the Company, without first obtaining the written consent thereto by the President of the Company, which consent shall not be unreasonable withheld.

SECTION 11. COMPANY PROPERTY

Sales brochures, applications, rate books, policyholder cards and all other supplies furnished by it will remain Company property. They are to be accounted for and returned by the GA on demand. The GA agrees to be responsible for any damage or misuse thereof. Company property is subject to examination during normal business hours and without notice by a duly authorized representative of the company.

SECTION 12. PERSONAL DEVELOPMENT AND SERVICE

The GA agrees to become fully informed as to the provisions and benefits of each product offered by the Company for which the GA or Agents and/or Brokers recruited by or assigned to the GA solicit applications, and to insure that such Agents and Brokers are so informed. The GA further agrees to represent such products adequately and fairly to prospects, and to use his or her best efforts to provide service to customers and to maintain in force any business placed with the Company.

SECTION 13. COMPENSATION

Subject to all provisions of this Agreement, the Company agrees to pay the GA compensation for services rendered hereunder on insurance policies and annuity contracts issued on applications solicited by the GA or Agents and/or Brokers recruited by or assigned to the GA in accordance with the attached Commission Schedules.

(a) Change in Schedule
The Commission Schedule attached to this Agreement may be changed by the Company at any time by notice to the GA, provided, however, such change shall be applicable only to policies of insurance thereafter issued.

(b) Reinsurance
If all or any portion of a policy of insurance issued by the Company through the solicitation of the GA or Agent and/or Broker recruited by or assigned to the GA is reinsured by the Company, the right is reserved by the Company to change the compensation provided for in the attached Commission schedules to the extent deemed advisable by the Company to provide for the reinsurance.

(c) Renewal Commissions on Termination, Death or Total Disability of the General Agent
If this Agreement is terminated for any reason including death or, if, in the sole judgment of the Company, the GA is totally disabled by reason of physical or mental impairment, renewal commissions (but not service fees) on business produced by the GA at the rates and for the periods specified in the attached Commission Schedule shall, subject to the other provisions of this Agreement, be paid as they accrue to the account of the GA or the heirs or legal representatives or the GA in accordance with this Agreement.

(d) Termination of Service Fees
In no event shall service fees be payable after the death or, as determined by the Company, the total physical or mental disability of the GA or after the termination of this Agreement for any other reason.

(e) Conversion, Chances and Replacements
The compensation on conversions of term policies, changes in plan and replacement policies shall be governed by the rules and practices adopted by the Company.

SECTION 14. TERMINATION

At any time either the GA or the Company may terminate this Agreement without cause by giving thirty (30) days notice in writing sent to the last known address of the other. This Agreement shall terminate immediately upon the date of the GA's death, bankruptcy, or insolvency, or, in the event the GA is a corporation or partnership, upon the dissolution thereof, or upon the termination or nonrenewal of the GA's license to represent the Company. Without notice this Agreement shall immediately terminate for cause if the GA:

(a) Fails to comply with or commits any material violation of any provision of this Agreement.
(b) Violates any law or regulation regarding the sale of insurance or annuities or fails to comply with any court or administrative agency order.
(c) Forfeits his or her license to write insurance in any State by reason of action commenced against the GA by the Insurance Department of that State, whether as part of a revocation of such license or in an effort to compromise or settle such proceedings.
(d) Induces or attempts to induce any policyholder of the Company to surrender or lapse any policy of insurance or annuity contract with the Company or to reduce or discontinue any premium payments to it.
(e) Withholds, converts, or fails to account for and remit promptly any monies, funds, policies, or other property belonging to or returnable to the Company.
(f) Does any act which injures the business or reputation of the Company.
(g) Induces or attempts to induce any Agent, employee or representative of the Company to terminate his/her relationship with the Company.
(h) Threatens or acts in an abusive manner toward the Company or any of its employees.
(i) Fails to comply with all of the rules, regulations and instructions of the Company pertaining to the conduct of business covered in this Agreement.
(j) Fails to obtain and maintain training required by any local, state or federal law, code, rule or regulation, including but not limited to Anti-Money laundering training, and timely provide verification of such training to the Company or upon request by the Company.

If this Agreement is terminated for cause as provided in this paragraph or if this Agreement is terminated without cause but the Company later discovers that during the GA's association with the Company or afterwards that the GA has committed any of the acts described in this paragraph then the GA shall forfeit to the Company all right, title and interest in any compensation due the GA under this Agreement. A forfeiture under this paragraph shall not constitute an election by the Company to forego any claim it may have against the GA.

SECTION 15. NOTICE

Any notice given under any provision of this Agreement shall be complete upon deposit, postage prepaid, in the U.S. mail addressed to the GA at the GA's address according to the Company's records or to the Company at its home office, whichever applies.

SECTION 16. RELATIONSHIP

Nothing contained herein is intended or shall be construed to create the relationship of employer/employee or agent/principle between the GA, the Agent and/or Broker, and the Company. The relationship between the GA, the Agent and/or Broker, and the Company shall be at all times shall be one of independent contractor. The GA and the Agent or Broker shall be free to exercise their own judgment in the details of their work, the persons from whom they will solicit applications for insurance policies and annuity contracts, and the manner, time and place of such solicitation, The Company may, from time to time, prescribe rules, regulations or instructions respecting the conduct of the its business covered herein. Such rules, regulations or instructions shall not interfere with the freedom of action of the GA and any Agent or Broker recruited by or assigned to the GA, although each shall nevertheless be subject to and required to comply with such rules, regulations, and instructions. The GA and any Agent or Broker recruited or assigned to the GA shall at all times be free to contract with, be appointed by or solicit business on the behalf of other insurance companies.

SECTION 17. REPLACEMENT

This Agreement terminates and supersedes any and all other agreements made between the GA and the Company to represent the Company.

SECTION 18. RIGHTS OF COMPANY

The Company may make such changes as it deems advisable in the conduct of its business or discontinue at any time issuing any of its forms of policy contracts or other instruments issued in the pursuance of its business and no liability to the General Agent will attach to the Company by reason of its so doing. The Company shall have the right to test-market any of its products or policies on a select basis at the discretion of the Company.

SECTION 19. INJUNCTION

The GA agrees that if, during this Agreement, or within two years after termination thereof; if the GA does any of the acts described in SECTION 14. TERMINATION, subparagraph (d), (e), (f), or (g) of this Agreement, that damages, if any, and remedies at law for doing such acts would be inadequate. Therefore, in the event the GA does any such acts, the Company shall be entitled to an injunction, without the necessity of furnishing bond restraining the GA from any such act. The GA agrees that any such act would result in continuing irreparable harm and damage to the Company but nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to the Company, including the recovery of damages from the GA.

SECTION 20. LAW GOVERNING AND JURISDICTION

This Agreement is made and entered into upon its acceptance by the Company at its Home Office in Houston, Texas, and shall be governed by the laws of the State of Texas. All compensation payable hereunder by the Company shall be payable at Houston, Texas. The GA agrees that any actions or legal proceedings arising out of or in any way relating to this Agreement, whether initiated by the GA or the Company, shall be brought in the courts of Harris County, Texas, which shall have jurisdiction and venue over any litigation resulting from any violation or interpretation of the terms and conditions of this Agreement.

SECTION 21. SAVINGS CLAUSE

If any provision of this Agreement shall be contrary to the laws of the particular state, county, or jurisdiction where used, such contrary provision shall not entirely invalidate this Agreement, and this Agreement shall be construed as not containing the particular provision held to be invalid in such state, county or jurisdiction and the rights and obligations of the GA and the Company shall be construed and enforced in such a manner as nearly as possible to effect the intent and purposes of the Agreement.

SECTION 22. WAIVER

The forbearance or neglect of the Company to insist upon the performance of this Agreement or its failure to take advantage of its rights and privileges in case of any violation hereof by the agent, shall not constitute a waiver of any such rights and privileges. No waiver or modifications of any of the terms or conditions of this Agreement shall be binding upon the Company unless made in writing and signed by an officer of the Company and dated at its Home Office.

SECTION 23. ENTIRE CONTRACT

This Agreement and the attached Commission Schedules, along with all supplements and amendments, if any, constitute the entire contract between the parties.

Executed this _____ day of _____, 20 _____.

Effective Date: _____, 20 _____.

XXX-XXXX-_____ _____

(Last 4 digits) Social Security Number — General Agent Signature

_____

By Authorized Officer of Houston, Texas

_____

Title

AGENT'S UNDERSTANDING OF OUR COMPANY'S PHILOSOPHY

New Era Life Insurance Companies provide affordable insurance solutions that help consumers take control of their financial and health care future. Our quality products are backed by a commitment to keeping insurance premiums stable and as low as possible. This is accomplished through proper underwriting both in the field and at the Home Office.

We are in this together: the client, the agent and the Company. In dealing with potential clients, our agents must consider our need to maintain single-digit rate increases which can only continue to occur with good quality business. In return, the agent will have an exemplary Company in which both the agent and the policyholder can establish a long term relationship.

Our agents are expected to have good persistency to further the Company maintaining stable pricing. We monitor the quality of the business we receive, and evaluate all of our broker agents based on this philosophy and act accordingly. We seek agents that are professional, who will be loyal to our Company, which will allow the Company to maintain stable pricing for your existing clients. To accomplish the above, we will require a minimum of 15 paid applications per year.

By signing below, you are committing to these requirements and will help to prevent anti-selection against the Company.

_____ _____

Print Name Date

_____

Signature

PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY®

OVERRIDE COMMISSION NOTICE

I understand that the states noted below have adopted the NAIC Producer Licensing Model Act, whereby non-resident companies, corporations and/or individuals NOT directly involved in the sale of a product can receive override commission as long as they hold a valid resident license for the line of insurance for which the override is paid.

In compliance with that act, I further understand that I cannot personally produce business and/or receive any personal new business commissions, because I do not hold a current license in the state(s) listed below, nor do I hold an appointment in those states to represent Philadelphia American Life Insurance Company. I agree to abide by the terms of this agreement, while I am contracted with Philadelphia American Life Insurance Company.

I _____ , will receive override commissions only in the non-resident state(s) noted below:

(print agent name)

Indicate the appropriate state(s)

- ☐ ALABAMA
- ☐ ALASKA
- ☐ ARIZONA
- ☐ ARKANSAS
- ☐ COLORADO
- ☐ CONNECTICUT
- ☐ DELAWARE
- ☐ DISTRICT OF COLUMBIA
- ☐ HAWAII
- ☐ IDAHO
- ☐ ILLINOIIS
- ☐ INDIANA
- ☐ IOWA
- ☐ KENTUCKY
- ☐ KANSAS
- ☐ MAINE
- ☐ MARYLAND
- ☐ MICHIGAN
- ☐ MINNESOTA
- ☐ MISSOURI
- ☐ NEBRASKA
- ☐ NEVADA
- ☐ NEW HAMPSHIRE
- ☐ NEW JERSEY
- ☐ NORTH CAROLINA
- ☐ OHIO
- ☐ OKLAHOMA
- ☐ OREGON
- ☐ RHODE ISLAND
- ☐ TENNESSEE
- ☐ TEXAS
- ☐ UTAH
- ☐ VERMONT
- ☐ WASHINGTON
- ☐ WYOMING

_____ (Signature of Agent)

_____ (Agent Number)

_____ (Date)

License and appointment required in these States:

CALIFORNIA	FLORIDA	GEORGIA	LOUISIANA	MASSACHUSETTS
MISSISSIPPI	MONTANA	NEW MEXICO	NORTH DAKOTA	PENNSYLVANIA
SOUTH CAROLINA	SOUTH DAKOTA	VIRGINIA	WEST VIRGINIA	WISCONSIN

Last Name	First Name		
Street Address		State	Postal Code
Email Address	Telephone Number	Fax Number	

Please indicate the appropriate state(s) below for your choice of appointment and submit total appointment fee(s)

STATE	RESIDENT FEE	NON-RESIDENT	STATE	RESIDENT FEE	NON-RESIDENT	STATE	RESIDENT FEE	NON-RESIDENT
☐ AL	$40	$40	☐ KY	$40	$50	☐ NM	$20 per line	$20 per line
☐ AK	No fee	No fee	☐ KY Corp	$100	$120	☐ OH	$15 per line	$15 per line
☐ AZ	No fee	No fee	☐ LA	$30	$30	☐ OK	$30	$30
			☐ LA Corp	$100	$100			
☐ AR	$20 Carrier pays	$60 Carrier pays	☐ ME	$30	$45	☐ OR	No fee	No fee
☐ CA	$32	$32	☐ MD	No fee	No fee	☐ PA	$15	$15
☐ CO	No fee	No fee	☐ MA	$75	$75	☐ RI	No fee	No fee
☐ CT	$20	$20	☐ MI	$5	$5	☐ SC	$40 Carrier pays	$40 Carrier pays
☐ D.C.	$25	$25	☐ MN	$30	$30	☐ SD	$10	$20
☐ DE	$50	$50	☐ MS	$25	$25	☐ TN	$15	$15
☐ FL	See Attached Checklist		☐ MO	No fee	No fee	☐ TX	$10	$10
☐ GA	$14.84	$14.84	☐ MT	No fee	No fee	☐ UT	No fee	No fee
☐ HI	No fee	No fee	☐ NC	$20	$20	☐ VT	$60	$60
☐ ID	No fee	No fee	☐ ND	$10	$10	☐ VA	$10	$10
☐ IL	No fee	No fee	☐ NE	$10	$10	☐ WA	$20	$20
☐ IN	No fee	No fee	☐ NV	$15	$15	☐ WV	$25	$25
☐ IA	$10	$10	☐ NH	$25	$25	☐ WI	$16	$40
☐ KS	$5	$5	☐ NJ	$25	$25	☐ WY	$15	$15

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ 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 FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

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 on page 3.

Sign Here	**Signature of U.S. person ▶**	**Date ▶**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- 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), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

Line 2

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

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

NEW ERA LIFE INSURANCE COMPANY
NEW ERA LIFE INSURANCE COMPANY OF THE MIDWEST
PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY

BENEFICIARY DESIGNATION FORM FOR AGENTS ONLY

Instructions:

1. Fill out all un-shaded sections of this form clearly and completely.
2. Check the appropriate box for an original designation, or to change an existing designation.
3. Ensure that the agent and a disinterested witness sign and date the form.

Agent Number:	**Agent Name:(please print)**	**Agency Name:(please print)**

CHECK ONE ☐ **ORIGINAL BENEFICIARY DESIGNATION**	**I HEREBY REQUEST UPON MY DEATH THAT ALL FUTURE PROCEEDS BE PAID AS FOLLOWS:**
	PRIMARY BENEFICIARY
	Name:
	Address:
	City, State, ZipCode:
	SSN:
	Relationship to Agent:
	CONTINGENT BENEFICIARY (If the Primary Beneficiary predeceases the Agent)
☐ **BENEFICIARY DESIGNATION CHANGE**	**Name:**
	Address:
	City, State, ZipCode:
	SSN:
	Relationship to Agent:
	The commission proceeds of the deceased agent will typically be paid to one payee. The designated payee will receive a 1099 at the end of each year if applicable.

SIGNATURE SECTION

I AGREE THAT MY SIGNATURE BELOW SHALL APPLY TO THE ABOVE REQUESTED CHANGE.

DATED AT:_____ THIS _____ DAY OF _____, 20____
(City and State)

_____ _____
PRINT WITNESS'S FULL NAME **PRINT AGENT'S FULL NAME**

_____ _____
SIGNATURE OF DISINTERESTED WITNESS **SIGNATURE OF AGENT**
(Must be un-related to Agent)

NEW ERA LIFE INSURANCE COMPANIES USE ONLY

ACKNOWLEDGEMENT OF REQUEST FOR CHANGE – PLEASE ATTACH TO AGENT CONTRACT

NEW ERA LIFE INSURANCE COMPANIES HAVE RECEIVED THIS CHANGE REQUEST AND MADE IT PART OF OUR RECORDS

DATED AT HOUSTON, TX _____ BY _____

New Era Life Insurance **Philadelphia American Life**

P.O. Box 4884, HOUSTON, TX 77210-4884

IMPORTANT COMMISSION PAYMENT INFORMATION

New Era Life Insurance Companies is pleased to provide direct deposit of your commissions into your bank account.

In order to begin direct deposit, please complete the authorization form below. Please be sure to **sign the form and attach a voided check.**

If you change your bank account number, please notify us immediately to avoid any delays in your commission. A written request along with a new voided check must be submitted in order to change this information.

Direct Deposit Authorization
Please Complete & Return to Home Office /Commission

Agent Name: _____ **Date:** _____

Agent Number / Numbers: _____

Social Security or Tax ID Number: _____

Email Address: _____

I Authorize New Era Life Insurance Companies to initiate electronic credit entries for commissions due. Debit entries will only be made if a bank error or a commission processing error has occurred.

☐ Checking Account ***(Attach Voided Check and Sign Below)***

☐ Savings Account ***(Complete Bank Routing & Account No. and Sign Below)***

☐ **Update to existing bank account information**

As of _____ my bank information is as follows. In order to change the bank information,
Date
I must submit a written request along with a voided check. This authority will remain in effect until I have canceled in writing.

Financial Institution:	
Branch / City / State	
Routing & Transit #	
Account #	
Signature	

New Era Life Insurance Company
New Era Life Insurance Company of the Midwest
Philadelphia American Life Insurance Company

PRE-AUTHORIZED CHECK (PAC)
Appointment Fee Payment Form
(BANK DRAFT)

Bank Name	**Name On The Bank Account**

Name as it appears on your bank account:

AUTHORIZATION TO MY BANK

As a convenience to me, I hereby request and authorize you to pay and charge to my account, checks or electronic debits drawn on my account by and payable to the order of New Era Life Insurance Companies, provided there are sufficient collected funds in said account to pay the same upon presentation. I understand this will be for the purpose of collecting state specific appointment fees upon my appointment approval and state specific appointment renewal fees. I agree that if any such charge be dishonored, whether with or without cause and whether intentionally or inadvertently, the bank or credit card company shall be under no liability.

By typing your name in the signature box below, you agree that your digital signature shall have the same legal effect as if written by hand.

Signature _____ Date _____

⑆ _____ ⑆ _____

ROUTING NUMBER **ACCOUNT NUMBER**

SAMPLE CHECK

5224

Date

PAY TO THE ORDER OF $

DOLLARS

FOR

ROUTING NUMBER	**ACCOUNT NUMBER**	**CHECK NUMBER**
⑆ 1231234	⑆ 123 111 5555	⑈ 5224

Business Associate Addendum

This Business Associate Addendum ("BA Addendum") effective the date of the Agency Agreement to which it is attached, amends the Agency Agreement between the Covered Entity, New Era Life Insurance Companies (including New Era Life Insurance Company, New Era Life Insurance Company of the Midwest, Philadelphia American Life Insurance Company, Life of America Insurance Company and New Horizon Benefit Administrators, Inc.) and the Agent named in the Agency Agreement, hereinafter referred to as the Business Associate.

Covered Entity and Business Associate hereby acknowledge that the Agency Agreement requires Business Associate to receive, use or disclose PHI, as defined below, in the course of performing duties of the Agency Agreement or to create PHI in the course of such duties.

Both Covered Entity and Business Associate agree to comply in all their business transactions with the Federal Health Privacy and Security Requirements, as defined below and as applicable to each party. In the event of conflicting terms or conditions of the Agency Agreement or any other written or oral agreement entered by the parties, the terms of the BA Addendum shall govern.

1. Definitions.

a. "Breach" means the acquisition, access, use or disclosure of Unsecured PHI in a manner that violates the Privacy Rule or Security Rule. A breach does not include:

(1) unintentional acquisition, access, or use of Unsecured PHI by an employee or other person working under the authority of the Covered Entity or Business Associate, if the individual was permitted to access PHI generally but not authorized to access the particular PHI accessed and if the action did not result in further impermissible use or disclosure;

(2) inadvertent disclosure of Unsecured PHI by an individual authorized to access and use PHI by the Covered Entity or Business Associate to another individual at the same Covered Entity or Business Associate who is permitted to access PHI generally but not authorized to access the particular PHI accessed, if the action did not result in any further impermissible use or disclosure;

(3) any brief, fleeting or other disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person who received Unsecured PHI cannot reasonably have been able to retain the PHI.

b. "Breach Rules and Guidance" mean federal regulations and guidance promulgated by the Secretary to implement HITECH Breach notification requirements and to define how to maintain PHI so that it is not Unsecured, including the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Non-Discrimination Act, 78 Fed. Reg. 5566 (Jan. 25, 2013), and Guidance Specifying the Technologies and Methodologies that Render PHI Unusable, Unreadable, or Indecipherable, 74 Fed. Reg. 19006 (April 21, 2009).

c. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR § 164.501 and shall include enrollment records or any other records used by Covered Entity to make decisions about individuals.

d. "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

e. "Federal Health Privacy and Security Requirements" mean the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, the Privacy Rule, the Security Rule, HITECH and the Breach Rules and Guidance.

f. "HITECH" means the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

g. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

h. "Person" means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

i. "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.

j. "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

k. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

l. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

m. "Security Incident" shall have the same meaning as the term "Security Incident" in 45 CFR § 164.304 of the Security Rule and shall include attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system. A Security Incident may or may not result in a Breach, depending on whether the circumstances meet the definition of a Breach.

n. "Security Rule" means the Security Standards for the Protection of Electronic PHI at 45 CFR Part 164, Subpart C including, but not limited to 45 CFR §§ 164.308(b) and 164.314(a).

o. "Unsecured PHI" means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized persons, because:

(1) If electronic PHI, either at rest or in motion, it has not been encrypted using National Institute of Standards and Technology (NIST)-approved encryption techniques, or cleared purged or destroyed using NIST-approved techniques;

(2) If PHI in paper, film or other hard copy media, it has not been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed.

p. Other terms used, but not defined, in this BA Addendum shall have the same meaning as those terms in the Federal Health Privacy and Security Requirements or as defined in the Agency Agreement.

2. Obligations and Activities of Business Associate.

a. General Rule. Business Associate agrees to not use or disclose PHI other than as permitted or required by this BA Addendum and the Agency Agreement or as Required By Law.

b. Federal Health Privacy and Security Requirements applicable to Business Associate. Business Associate acknowledges that effective February 17, 2010, Business Associate is directly subject to the privacy and security requirements of HITECH, the Breach Rules and Guidance, the Security Rules and the provisions of the Privacy Rules relating to requirements for business associate agreements. Business Associate agrees to take steps necessary to comply with applicable Federal Health Privacy and Security Requirements in relation to PHI received, used or disclosed in the course of performing duties of the Agency Agreement or PHI created in the course of such duties.

c. Implementation of Security and Privacy Program. In accordance with requirements of the Security Rule and HITECH, Business Associate shall maintain a written information privacy and security program that includes administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI in electronic form or any other medium. Such program shall be reasonably appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities.

d. Reporting Security Incidents and Possible Breaches.

(1) Business Associate acknowledges that for the purposes of the Breach Rules and Guidelines, a Breach by the Business Associate in relation to PHI received or maintained on behalf of the Covered Entity is treated as being discovered by the Covered Entity on the day it is discovered by the Business Associate.

(2) Business Associate agrees to report in writing to the Covered Entity as soon as reasonably possible and no later than 60 calendar days after discovery of:

(i) any Security Incident;

(ii) any unauthorized access, use or disclosure of PHI that would constitute a Breach.

(I) Business Associate shall state in its notice why it believes the unauthorized access does or does not compromise the security or privacy of the PHI.

(II) The notice shall include all information that Covered Entity would need to report the breach to individuals, HHS or the media under HITECH and Breach Rules and Guidance, including:

- The identification of each individual whose unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired, used, or disclosed during the Breach;
- What happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- What types of PHI were involved in the Security Incident or unauthorized access, use or disclosure—for example, medical records, SSN, etc.; and
- Any steps that individuals should take to protect themselves from potential harm resulting from the Breach; and

(iii) any other use or disclosure of PHI not authorized by this Addendum of which it becomes aware.

Business Associate agrees to cooperate and collaborate with Covered Entity so that Covered Entity may report any Breach by Business Associate no later than 60 days after Business Associate discovered the breach, in accordance with HITECH and the Breach Rules and Guidance.

e. Mitigation of Harm. Business Associate agrees to assist Covered Entity, at Covered Entity's request and direction, to mitigate, to the extent practicable, any Breach, Security Incident or other harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BA Addendum and/or the Agency Agreement.

f. Subcontractor Requirements. Business Associate agrees to ensure that any subcontractor to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this BA Addendum and the Agency Agreement to Business Associate with respect to such information.

g. Individual's Access to PHI. If Business Associate maintains part of a Designated Record Set for Covered Entity, Business Associate agrees to provide access at the request of Covered Entity, in the time and manner specified by Covered Entity, to any PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524 of the Privacy Rule and, if Business Associate maintains Electronic Health Records in a Designated Record Set, as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.524.

h. Individual's Request for Amendments to PHI. If Business Associate maintains part of a Designated Record Set for Covered Entity, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 of the Privacy Rule at the request of Covered Entity or an Individual in the time and manner specified by Covered Entity.

i. Audits; Access to Records Relating to PHI. Business Associate may be subject to periodic compliance audits by the Secretary. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner specified by Covered Entity or by the Secretary, for purposes of the Secretary determining Covered Entity's or Business Associate's compliance with applicable Federal Health Privacy and Security Requirements.

j. Accounting for Disclosures. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 of the Privacy Rule and, if Business Associate maintains Electronic Health Records, as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528.

k. Providing Accounting of Disclosures to Covered Entity. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner specified by Covered Entity, information collected in accordance with the preceding subsection of this BA Addendum to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 of the Privacy Rule and, if Business Associate maintains Electronic Health Records in a Designated Record Set, as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528.

l. Additional HITECH Privacy and Security Provisions Applicable to Business Associates. In accordance with §§13405 and 13406 of HITECH, Business Associate shall comply with the following provisions:

(i) To the extent Covered Entity informs Business Associate that it has agreed to honor requests by an individual to restrict use or disclosure for treatment, payment or health care operations as permitted by 45 CFR § 164.522 of the Privacy Rule, or that it must comply under HITECH with requests on restrictions of disclosures to health plans of PHI when the individual already has paid the provider in full, Business Associate shall comply with such restrictions.

(iii) Except in regard to payment for work performed under the Agency Agreement, Business Associate shall not receive remuneration in exchange for the disclosure of PHI, including disclosures made under the exception to the definition of marketing in 45 CFR § 164.501 of the Privacy Rule.

3. Permitted Uses and Disclosures by Business Associate.

a. As necessary to perform duties of the Agency Agreement. Except as otherwise limited in this BA Addendum and the Agency Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agency Agreement, provided that such use or disclosure would not violate the Federal Health Privacy and Security Requirements if done by Covered Entity. In consultation with Covered Entity in accordance with HITECH §13405, Business Associate shall limit its requests for, uses or disclosures of PHI to a limited data set, as defined by 45 CFR § 164.514(e)(2) of the Privacy Rules, or if reasonably necessary for Business Associate to perform its duties under the Agency Agreement, to the minimum amount necessary to accomplish the intended purpose of such request, use or disclosure, as described in 45 CFR § 164.514(d) of the Privacy Rule.

b. Use for Business Associate's Own Management and Administration. Except as otherwise limited in this BA Addendum or the Agency Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Disclosure for Business Associate's Own Management and Administration. Except as otherwise limited in this BA Addendum and the Agency Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. To Provide Data Aggregation Services. Except as otherwise limited in this BA Addendum and the Agency Agreement, Business Associate may use PHI to provide any data aggregation services requested by Covered Entity, as permitted by 45 CFR § 164.504(e)(2)(i)(B) of the Privacy Rule.

e. To Report Violations of Law. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1) of the Privacy Rule.

4. Obligations of Covered Entity.

a. Any Limitations in Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. Revocation of Permission or Consent re PHI. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. Agreed Upon Restrictions re PHI. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

d. No Request for Impermissible Uses or Disclosures. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except, in accordance with section 3 of this BA Addendum, Covered Entity agrees that Business Associate may use or disclose PHI for data aggregation or management and administrative activities of Business Associate.

5. Response to Material Breach; Term and Termination.

a. Term. The Term of this BA Addendum shall be effective as of the date specified in the heading of the BA Addendum, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the provisions in subsection 5.c, below.

b. A Party's Response to Material Breach by the Other Party. Upon a party's knowledge of a material breach of this BA Addendum by the other party, the party discovering the BA Addendum breach shall provide notice and a reasonable opportunity to cure to the breaching party, if cure is possible. If cure is not possible, after reasonable opportunity for review of the circumstances by both parties, the party discovering the material breach may terminate the BA Addendum. If neither termination nor cure is possible, the party discovering the BA Addendum breach may report the breach to the Secretary.

c. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of the Agency Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors of Business Associate. Business Associate shall retain no copies of the PHI.

(2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon such determination, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

6. Payment for Breach Notifications.

Business Associate shall assume financial responsibility for expenses associated with providing notice of Breaches caused solely by the Business Associate or any subcontractor of the Business Associate.

7. Penalties and Sanctions by the Secretary.

Business Associate acknowledges that in accordance with the Federal Health Privacy and Security Requirements as modified by HITECH, Business Associate may be subject to sanctions and penalties imposed by the Secretary for violating provisions of the Federal Health Privacy and Security Requirements applicable to Business Associate.

8. Miscellaneous.

a. Regulatory References. A reference in this BA Addendum to a section in the Federal Health Privacy and Security Requirements means the section as in effect or as amended.

b. Amendment. The Parties agree to take such action as is necessary to amend this BA Addendum from time to time as is necessary for compliance with the requirements of the Federal Health Privacy and Security Requirements.

c. Survival. The respective rights and obligations of Business Associate under subsection 5.c of this BA Addendum shall survive the termination of this Addendum.

d. Interpretation. Any ambiguity in this BA Addendum shall be resolved to permit Covered Entity and Business Associate to comply with the Federal Health Privacy and Security Requirements.

e. Section Headings. The section headings in this BA Addendum are for convenience only; they form no part of the terms and conditions of the BA Addendum and do not affect its interpretation.

f. No third-party beneficiaries. This BA Addendum is intended for the sole benefit of Business Associate and Covered Entity and does not create any third-party beneficiary rights, except as to the extent that the Federal Health Privacy and Security Requirements require the Secretary or any other person to be a third-party beneficiary to this BA Addendum.

g. Severability. In the event that any provision of this BA Addendum is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this BA Addendum will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this BA Addendum fails to comply with the then-current requirements of the Federal Health Privacy and Security Requirements, such party shall so notify the other party in writing. For a period of up to thirty days, the parties shall address in good faith such concern and shall amend the terms of this BA Addendum if necessary to bring it into compliance. If after such thirty day period this BA Addendum fails to comply with the Federal Health Privacy and Security Requirements with respect to the concern(s) raised pursuant to this paragraph, then either party has the right to terminate this BA Addendum upon written notice to the other party.

Agent Loan Agreement and Note

THIS AGREEMENT CREATES A SECURITY INTEREST
AND LIEN ON AGENT'S COMMISSION

This Agent Loan Agreement and Note (the "Agreement") is entered into on the _____day of _____, 20_____, by and between New Era Life Insurance Company, New Era Life Insurance Company of the Midwest and Philadelphia American Life Insurance Company (collectively, the "Company"), and _____ (the "Agent").

WHEREAS, Agent has in force with the Company a General Agent Contract (the "Agent's Contract") which authorizes Agent to procure applications for life, accident, health and annuity insurance and also provides for payment of scheduled commissions as premiums are paid to the Company on policies issued pursuant to such applications; and

WHEREAS, Agent desires to receive cash loans ("Advances") to be secured by such commissions as stated in the Agent's Contract.

NOW, THEREFORE, the Company agrees to lend to Agent, and Agent promises to repay to the Company, the sums described in this Agreement, subject to the terms and conditions contained herein;

1. **Amount of Advances.** Subject to the specific understanding and agreement that compensation of Agent by the Company is solely by commissions as specified in the Agent's Contract, the Company hereby agrees to lend Agent an amount not to exceed $**10,000.00 per policy** and such Advances shall only apply to policy forms selected below, and approved by the Company and only on policies with a monthly automatic bank draft premium mode. Subject to such maximum limitations, the amount of such Advances shall be determined as follows:

   1.1 The amount of said Advances shall be a percentage of said monthly commission, which percentage the Company, in its sole discretion, shall determine.

   1.2 The percentages of the Advances are indicated below (as identified by the Recruiting General Agent/Guarantor):

Medicare Supplement (Sr. Market Agents) Writing Agent Only	**Life** (Sr. Market Agents) Writing Agent Only	**Accident** (Sr. Market Agents) Writing Agent Only
50%=6 Months Advance Commission	50%=6 Months Advance Commission	50%=6 Months Advance Commission
MA GAP* (Sr. Market Agents) Writing Agent Only	**Under 65 Product Portfolio** (Under 65 Market Agents Only)	**Short Term Medical** (Under 65 Market Agents Only)
* **eligible for advance after 10 combined Med Sup and MA GAP policies have been sold**	25%=3 Months Advance Commission	3 Months Advance for any Policy Duration
25%=3 Months Advance Commission		

1.3 The percentage for Advances may be changed by the Company by written notice. Any change made will apply to subsequent Advances.

1.4 The Company will immediately charge back and collect any unearned advanced commission paid to Agent for any policy which terminates during the advance period, or that is not accepted by the policyholder upon delivery of the policy.

1.5 This Agreement shall not apply, and no advance will be paid on commissions for insurance providing coverage on the Agent or any member of Agent's immediate family.

2. Interest. An interest rate of 1% shall be assessed each month to the unpaid balance until such amount is paid in full to the Company.

3. Nature of Loans' Repayment. Agent agrees and understands that all Advances are neither salary nor an unconditional obligation owed by the Company for any purposes, and the Agent shall remain unconditionally bound to repay such sums either by direct repayment or direct deduction from commissions in respect to premiums paid to Company or both. Such sums shall first be offset against and initially repayable from Agent's commission; however, this right of first offset is in no way intended to be an exclusive remedy.

4. Upline agents. The person or entity receiving override commissions on the business of the Agent, known as the Recruiting General Agent(s) or the Field Marketing Officer, whether one or more, and guaranteeing the repayment of all sums created by this Agreement is referred to herein as the "Guarantor(s)."

5. Security. The Company shall have and is hereby given a valid superior lien on the right of first offset against all commissions and any other compensation payable to Agent under this Agreement or any other contract with the Company. Agent hereby agrees to pay interest on any outstanding indebtedness at the prevailing rate established by the Company. This lien and right of first offset are not intended to be exclusive of any other remedy available to Company, and each and every remedy at law or in equity shall be cumulative. Selection of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies. Further, in order to secure indebtedness evidenced by this Agreement, Agent hereby creates a security interest and superior lien for Company in all commissions that are currently due to Agent or that will become due to Agent. If the Company is unable to recover the advance balance from the Agent, the Company may offset the advance balance against any commission or override compensation owed to any Guarantor(s), if applicable. This right of offset against any Guarantor(s) shall survive termination of this Agreement.

6. Termination. The Company reserves the right to terminate the Advances under this agreement at any time upon written notice to Agent. The forgoing notwithstanding, the security created hereunder and Agent's obligation to repay loans hereunder shall survive any such termination of Advances.

7. Rights Upon Termination. Upon termination of Agent's Contract or this Agreement, for whatever cause, the sum equivalent to the amount due to the Company hereunder and under any other loan agreement between Company and Agent shall, upon such termination, become the principal amount owing on this Loan Agreement. If the policies for which the Agent has been paid advances are currently inforce, the earned commissions will continue to be applied to the advance balance. If there are no inforce polices the total advance amount shall become immediately due and payable by Agent. Agent hereby agrees to repay to Company, such principal amount, with interest, at the rate of 1% per month on the unpaid balance owing. Upon the failure of the Agent to perform any obligation under this Agreement, the Company may employ one or more attorneys to enforce its rights and remedies, and Agent hereby agrees to pay reasonable attorneys' fees plus all other reasonable expenses incurred by the Company in exercising any of its rights and remedies hereunder.

8. Right of Prepayment. Agent may prepay the principal amount outstanding in whole or in part. No prepayment penalty shall be charged.

9. Joint and Several Liability. The obligation and indebtedness to the Company of Agent and each Guarantor(s) shall be joint and several under this Agreement.

10. Waiver. Presentment, notice of dishonor, and protest are hereby waived by the Agent and any surety, guarantor and endorser hereof.

11. Jurisdiction. This Agreement is made in Houston, Texas, and shall be governed by the laws of the State of Texas. This Agreement shall be enforced in the state or federal courts in Harris County, Texas, or at the election of the Company, where the Agent resides.

12. Modifications. Company retains the right to modify this Agreement from time to time and the Agent and Guarantor(s) agree to comply with the modifications.

13. Severability. If any term or portion of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

14. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature delivered by a party by facsimile, Docusign or any other type of electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature.

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

Agents and Guarantor(s):

I/We, the undersigned, have read, understand, accept and agree to abide by all of the terms and conditions of this Agreement.

_____
Agent Signature

_____
Recruiting General Agent/Guarantor Signature

_____
FMO/Guarantor Signature

New Era Life Insurance Company
New Era Life Insurance Company of the Midwest
Philadelphia American Life Insurance Company

_____
Authorized Company Officer Signature

_____
Title

Philadelphia American Life Insurance Company

Post Office Box 4884 ■ Houston, Texas 77210-4884

General Agent Commission Addendum

This Addendum is made between Philadelphia American Life Insurance Company of Houston, Texas, hereinafter called the "Company" and the General Agent; Wherein It Is Mutually Agreed that the Company will pay, in accordance with the Compensation section of this General Agent Contract, total commissions to the General Agent as listed below. Commissions are not payable on rate increases, health insurance rate-ups, rated premium or on policy fees.

General Agent – 3A

	1st Yr.	2–5	6–10	11+ Service Fee
Health Saver / Choice Series	25%	7%	4%	1.5%

	1st Yr.	2–5	6–10	11+ Service Fee
Optional Enhanced Benefit Rider	25%	7%	4%	1.5%

	1st Yr.	2–5	6–10	11+ Service Fee
Optional Outpatient Emergency Department/ Urgent Care Center Rider With Accidental Death Benefits	25%	7%	4%	1.5%

	1st Yr.	2–5	6–10	11+ Service Fee
Optional Preventive Care Rider	25%	7%	4%	1.5%

	1st Yr.	2–10	11+ Service Fee
Optional Family Term Rider	65%	7%	1.5%

	1st Yr.	2–3	4–10	11+ Service Fee
Optional Critical Illness Rider				
Ages 0 - 60	55%	8%	4%	1.5%
Ages 61 - 64	40%	8%	4%	N/A

	1st Yr.	2–5	6–10	11+ Service Fee
GAP Plan (Guaranteed Issue)	25%	7%	4%	1.5%
GAP Insurance (Simplified Issue)	40%	7%	4%	1.5%

	1st Yr.	2–3	4–10	11+ Service Fee
Critical Illness Plan (Simplified Issue)				
Ages 0 - 50	70%	8%	4%	1.5%
Ages 51 - 64	55%	8%	4%	1.5%

	1st Yr.	2–3	4–10	11+ Service Fee
Dental Choice Plus	40%	10%	8%	8%

	1st Yr.	2–5	6–10	11–20	21+ Service Fee
Enhanced Accident Plan	50%	8%	7%	4%	1.5%

	1st Yr.	2–5	6–10	11–20	21+ Service Fee
Optional Accident Medical Expense Benefit Rider	50%	8%	7%	4%	1.5%

Short-term Medical	18%	Same Commission Percentage Paid For Each New Policy Period

Advance Commission Agreement

Advance Commissions [x] Number of Months (3, 6 or 9) 3 (Short Term Medical policy advances vary by policy duration/state)

ADVANCES: The Company agrees to make commission advances to the General Agent from time to time in accordance with the terms of this Addendum, the General Agent Contract and the Agent Loan Agreement to which it is attached. The Company may, at its sole discretion, change the amount to be advanced or discontinue making advances. NO ADVANCES ARE PAID ON BILL DIRECT OR LIST BILL BUSINESS.

AMOUNT OF ADVANCES: The amount of each advance will be a percentage of the first year commission of an insurance policy issued upon an application procured by or through the General Agent.

PRINCIPAL AND INTEREST: The General Agent hereby agrees to repay to the Company, such Principal amount, with interest in accordance with the terms of Agent Loan Agreement and Note to which it is attached to this General Agents Commission Addendum

Earned Commission Agreement

Earned Commissions [x]

EARNED COMMISSIONS: The Company agrees to pay earned commissions to the General Agent from time to time in accordance with the terms of this Agreement and the General Agent Contract to which it is attached. Earned commissions will accrue to the General Agent only as and when the premiums on which they are paid are received.

Agreement

All other terms and provisions of the Contract shall remain in full force and effect. By typing your name in the signature box below, you agree that your digital signature shall have the same legal effect as if written by hand.

Agreed to and accepted this the _____ day of _____, 20 ____.

Please upload a copy of the following documents:
or email to contracting@allcareins.com

- A copy of your state license(s) or PDB/NIPR report for each state in which you plan to write business

- A copy of your E & O Insurance showing coverage

File formats accepted include bmp, jpg, jpeg, gif, pdf and png.

_____ _____
General Agent's Printed Name General Agent's Signature

_____ _____
Company Authorization Date