

appointment application

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York



(type or print plainly)

Name of Producer: First Middle Last

How do you want commissions to be paid? Individual Agency

SSN #: Tax ID #: Date of Birth:

Producer Address: Residence address is required. Check box for address to be used as check mailing address.

Business: Name of Agency

Street Address City State ZIP Business #: () Cell #: () Fax #: () Area Code Area Code Area Code

Residence: Street City State ZIP Residence #: () Area Code

If you are using a route or P.O. Box Number, please also give the street address. If no street address is available, please give the name of the nearest street.

Email Address (required): Check here if no email address.

Current License Information State where Producer is to be appointed:

Table with 3 columns: State, License No., NPN

Questionnaire (Please answer the following questions. YES answers require documentation to be attached.)

- 1. Do you have any pending charges to a misdemeanor or a felony?
2. Have you been convicted of or pleaded nolo contendere (no contest) to a misdemeanor or a felony?
3. Has any federal or state regulatory agency ever found you to have made a false statement or omission or been dishonest, unfair or unethical?
4. Has any federal or state regulatory agency ever found you to have been involved in a violation of federal and/or state regulations or statutes?
5. Has any federal or state regulatory agency ever denied, suspended or revoked your registration or license or disciplined you by restricting your activities?
6. Has a bonding company denied, paid out on, or revoked a bond for you?

I understand that I have the burden of providing adequate information to demonstrate that I have all necessary authorizations and approvals to market and sell health insurance of the kind offered by Ameritas Life Insurance Corp. ("Ameritas").

I attest that the information contained on this form is correct and complete. I understand and agree that submission of this application by itself does not constitute acceptance or approval, and does not permit me to represent myself as an agent or producer for Ameritas.

All Nonpublic Personal Information obtained by you on behalf of or from any of the Ameritas Companies in the performance of your duties and obligations under your Agreement or Contract shall be held in the strictest confidence by you and your representatives and will not be used for any other purpose except to perform your duties under your Agreement or Contract.

By providing my email address above, I agree to receive email communications from Ameritas. I understand that I may opt out of promotional emails from Ameritas group division using the unsubscribe link contained in each email.

Additionally, I hereby authorize Ameritas Life Insurance Corp. and their agents/representatives to send faxes to the facsimile (fax) number(s) listed above in this application. I understand that I may later revoke this authorization in writing.



Signature of Producer

Date

This HIPAA Business Associate Addendum ("Addendum") is entered into between Ameritas Life Insurance Corp. and/or Ameritas Life Insurance Corp. of New York (collectively referred to herein as "Ameritas" and/or "Covered Entity") and the independent agent or broker appointed with Ameritas identified in the signature block below (referred to herein as "Producer" or "Business Associate"). This Addendum supplements and is made a part of the Commission Agreement(s) ("Agreement") between the Parties and sets forth the Producer's responsibilities under HIPAA and HITECH (as defined below) as of September 22, 2014 and thereafter.

Recitals

- A. Ameritas is a Covered Entity under HIPAA and HITECH (as defined below) and wishes to disclose certain information to Producer pursuant to the terms of the Agreement, some of which may constitute PHI/E PHI (as defined below).
- B. Ameritas and Producer intend to protect the privacy and provide for the security of PHI received, created, used, and disclosed to or by Producer pursuant to the Agreement in compliance with HIPAA and HITECH.
- C. As part of the HIPAA and HITECH, the Standards for Privacy and the Standards for Security of Individually Identifiable Health Information codified at 45 CFR Parts 160, 162 and 164 require Ameritas to enter into a contract with Business Associate that includes and imposes on Business Associate specific duties, obligations and requirements with respect to Business Associate's use, disclosure, creation and general handling of Protected Health Information, as set forth in, but not limited to, Title 45, §§ 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and as otherwise provided in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

I. Definitions

A. Specific Definitions.

1. "Breach" shall have the meaning given to such term at 45 CFR § 164.402.
2. "Business Associate" shall mean Producer.
3. "Compliance Date" shall mean, in each case, the date by which compliance with a particular provision is required under HITECH; provided that, in any case for which that date occurs prior to the effective date of this Agreement, the Compliance Date shall mean the effective date of this Agreement.
4. "Covered Entity" shall mean Ameritas.
5. "Data Aggregation" shall have the meaning given to such term at 45 CFR § 164.501.
6. "Designated Record Set" shall have the meaning given to such term at 45 CFR § 164.501.
7. "Electronic Health Record" shall have the meaning given to such term at 42 USC 17921(5).
8. "Electronic Media" shall have the meaning given to such term at CFR §160.103, which is:
 - a. Electronic storage media including memory devices in computers (hard drives) and any removable or transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
 - b. Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet, leased lines, dialup lines, private networks, and the physical movement of removable or transportable electronic storage media. Certain transmissions, including paper, via facsimile, and via telephone, are not considered transmissions via electronic media because the information did not exist in electronic form before the transmission.
9. "Electronic Protected Health Information" (or "E PHI") shall have the meaning given to such term at 45 CFR § 160.103 and is defined as protected health information contained in or transmitted on electronic media received from us or created or received on behalf of us.
10. "Health Care Operations" shall have the meaning given to such term at 45 CFR 164.501.
11. "HIPAA" shall mean the Health Insurance Portability and Accountability Act, 42 U.S.C. §§ 1320d through 1320d-8, as amended from time to time, and all associated existing and future implementing regulations, when effective and as amended from time to time.
12. "HITECH" shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act (a.k.a. the "HITECH Act") provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§17921-17954, as amended from time to time, and all associated existing and future implementing regulations, when effective and as amended from time to time.
13. "Individual" shall mean the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with the Privacy Rule.
14. "Privacy Rule" shall mean the standard for Privacy of Individually Identifiable Health Information codified at 45 CFR Parts 160 and 164.
15. "Protected Health Information" ("PHI") shall have the meaning given to such term at 45 CFR §164.304.
16. "Required by Law" shall mean a mandate contained in law that compels a covered entity to make a use or disclosure of PHI and that is enforceable in a court of law.
17. "Security Rule" shall mean the standard for Security of Individually Identifiable Health Information codified at 45 CFR Parts 160, 162 and 164.
18. "Security Incident" shall have the meaning given to such term at 45 CFR § 164.304, which is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.
19. "Subcontractor" shall have the meaning given to such term at 45 CFR § 160.103 and includes any agent/agency relationships.
20. "Unsecured Protected Health Information" (or "unsecured PHI") shall mean Protected Health Information has the meaning as set forth in 45 C.F.R. 164.402 that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the regulations or guidance issued pursuant to 42 U.S.C. §§17932(h)(2).
 - b. Catch-all Definition. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy Rule and Security Rule.

2. Obligations of Business Associate.


- A. Permitted Uses. Business Associate shall not use PHI except for the purpose of performing Business Associate's obligations under the Agreement and as permitted by the Agreement and this Addendum. Further, Business Associate shall not use PHI in any manner that would

- constitute a violation of the Privacy Rule if so used by Covered Entity. However, Business Associate may (i) use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate, and (ii) provide Data Aggregation services relating to the health care operations of Covered Entity if such services are provided by Business Associate to Covered Entity under the Agreement.
- B. Permitted Disclosures. Business Associate shall not disclose PHI in any manner that would constitute a violation of HITECH and HIPAA (including without limitation the Privacy Rule) if disclosed by Covered Entity. However, Business Associate may disclose PHI in a manner permitted pursuant to the Agreement and Addendum, for the proper management and administration of Business Associate; and as Required by Law. Additionally, Business Associate may disclose PHI in a manner allowed by law if Covered Entity specifically authorizes the disclosure. In no event shall Business Associate be permitted to receive remuneration, either directly or indirectly, in exchange for PHI, except as may be approved by Covered Entity in its sole discretion and then, only to the extent permitted by 42 U.S.C. § 17935(d). To the extent that Business Associate discloses PHI to a third party, Business Associate must prior to making any such disclosure obtain, (i) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the PHI, to the extent it was obtained knowledge of such breach.
- C. Appropriate Safeguards.
1. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Security Rule and as of the Compliance Date of 42 U.S.C. § 17931, comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316;
 2. Business Associate agrees to ensure that any Subcontractor, to whom it provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it;
 3. Business Associate will report to Ameritas as soon as reasonably practicable, but not later than five (5) days following discovery: (i) any use or disclosure of protected health information not provided for by this Addendum of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C); and/or (ii) any security incident affecting EPHI of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C); and
 4. Business Associate agrees to promptly report to Covered Entity any Breach of which it becomes aware as soon as reasonably practicable, but in no event later than five (5) days following Business Associate's discovery of any Breach involving unsecured PHI. The foregoing report shall include identification of each Individual whose PHI Business Associate reasonably believes to have been accessed, acquired, or disclosed during such Breach. As soon as possible thereafter, and to the extent known, Business Associate shall also provide Covered Entity with a description of (i) what happened, including the date of the Breach and the date of the discovery, (ii) the types of unsecured PHI involved in the Breach, (iii) any steps individuals should take to protect themselves from potential harm from the Breach, and (iv) what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches. For purposes of this paragraph, a Breach shall be treated as discovered as of the first day on which the Breach is known or should reasonably have been known to Business Associate (including any person, other than the one committing the Breach, that is an employee, officer, or other agent of the Business Associate).
- D. Restrictions on Disclosures. Business Associate will restrict its disclosures of the Individual's PHI in the same manner as would be required for Covered Entity. If Business Associate receives an Individual's request for restrictions, Business Associate shall forward such request to Covered Entity within 5 business days.
- E. Subcontractors. Business Associate shall ensure that any Subcontractor, to whom it provides PHI agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI. Business Associate will provide a list of such Subcontractors to Covered Entity upon its request. Business Associate will advise Covered Entity if any such Subcontractor breaches its agreement with Business Associate with respect to the disclosure or use of Protected Health Information or Electronic PHI. Business Associate shall implement and maintain sanctions against Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.
- F. Access to Protected Information. Business Associate shall make PHI maintained by Business Associate or its Subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within five (5) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to 45 CFR Section 164.524.
- G. Amendment of PHI. Within five (5) days of receipt of a request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, Business Associate or Subcontractors shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual requests an amendment of PHI directly from Business Associate or its Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the request. Any decision to deny the requested amendment of PHI maintained by Business Associate or its Subcontractors shall be the sole responsibility of Covered Entity.
- H. Accounting Rights. Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of PHI, Business Associate and its Subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528. As set forth in, and as limited by, 45 CFR section 164.528, Business Associate shall not provide an accounting to Covered Entity of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR Section 164.502; (ii) to individuals of PHI about them as set forth in 45 CFR 164.502; (iii) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (iv) for national security or intelligence purposes as set forth in 45 CFR Section 164.512(k)(2); or (v) to correctional institutions or law enforcement officials as set forth in 45 CFR Section 164.512(k)(5). Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its Subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis of the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its Subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any PHI except as set forth in Sections 2(b) of this Addendum.

- I. Governmental Access to Records. Within ten (10) days of receipt of a request Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Covered Entity's compliance with Privacy Rule. Business Associate shall give Covered Entity notice immediately upon receiving any communications from the Secretary that relate to Covered Entity and shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.
 - J. Minimum Necessary. Business Associate (and its Subcontractors) shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.
 - K. Data Ownership. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
 - L. Retention of PHI. Upon termination of the Agreement for any reason, Business Associate shall return or destroy all PHI that Business Associate or its Subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Sections 2(a), 2(b), 2 (c) and 2 (e) of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
 - M. Notification of Breach. During the term of the Agreement, Business Associate shall notify Covered Entity as soon as reasonably practicable but in no event later than five (5) days following the discovery by Business Associate of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - N. Audits, Inspections and Enforcement. Within ten (10) days of a written request by Covered Entity, Business Associate and its Subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Business Associate has complied with this Addendum; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails, to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Addendum.
 - O. Electronic Health Record. In the event that Business Associate in connection with rendering the services under the Agreement uses or maintains an electronic health record of protected health information of or about an individual, the Business Associate will provide an electronic copy of such protected health information in accordance with 42 U.S.C. § 17935(e) as of its Compliance Date. Moreover, in the event that Business Associate uses or maintains an electronic health record of protected Health information of or about an individual, then Business Associate shall make an accounting of disclosures of such protected health information in accordance with the requirements for accounting of disclosures made through an electronic health record in 42 U.S.C. 17935(c), as of its Compliance Date.
 - P. Business Associate will not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. § 17936(a) as of its Compliance Date.
 - Q. Business Associate will not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. § 17936(b) as of its Compliance Date.
 - R. Pursuant to the Privacy Rule, made applicable to Business Associate by HITECH, Business Associate shall adopt, implement, and follow privacy policies and procedures in the same manner and to the same extent as if it were a Covered Entity.
 - S. Pursuant to the Security Rule, made applicable to Business Associate by HITECH, Business Associate shall adopt, implement, and follow security policies and procedures in the same manner and to the same extent as if it were a Covered Entity.
 - T. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
 - U. Training. Business Associate certifies that it has completed, or will complete, a training course as described in 45 CFR 164.530(b) prior to any of Business Associate's employees receiving protected health information pursuant to this Agreement.
3. Obligations of Covered Entity
- A. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Addendum, in accordance with the Covered Entity and requirements of the Privacy Rule, until such PHI is received by Business Associate.
 - B. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - C. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - D. 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.
4. Term and Termination
- A. Term. The Term of this Addendum shall be effective as of the effective date of the Agreement, if later, 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 termination provision in this section.
 - B. Material Breach. A breach by Business Associate of any provision of this Addendum, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by Covered Entity pursuant to the Agreement.

- C. Reasonable Steps to Cure Breach. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate the Agreement pursuant to Section 4 (b), then Covered Entity shall take reasonable steps to cure such breach or end such violation, as applicable. If Covered Entity's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall terminate the Agreement.
- D. Judicial or Administrative Proceedings. Either party may terminate the Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, HITECH or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any requirement of HIPAA, HITECH or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
5. Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or HITECH will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
 6. Certifications. To the extent Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA and HITECH relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, HITECH or this Addendum.
 7. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the Covered Entity and requirements of HIPAA (including without limitation the Privacy Rule), HITECH and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the Covered Entity and requirements of HIPAA (including without limitation the Privacy rule), HITECH or other applicable laws. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Addendum when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to this Addendum providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the Covered Entity and requirements of HIPAA, including without limitation the Privacy Rule, and HITECH.
 8. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employers based upon a claimed violation of HIPAA, including without limitation the Privacy Rule, HITECH or other laws relating to security and privacy, except where Business Associate or its Subcontractor, employee or agent is a named adverse party.
 9. No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
 10. Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.
 11. Indemnification. In addition to any indemnification obligations, which are a part of the Service Agreement, the Business Associate hereby indemnifies and agrees to hold the Covered Entity harmless against any and all claims, costs or damage, including Civil Monetary Penalties, arising from a breach by the Business Associate of its obligations in connection with this Amendment or HITECH, or HIPAA.
 12. Insurance. Business Associate agrees to maintain insurance coverage against the improper use and disclosure of PHI by Business Associate. Promptly following a request by Covered Entity, Business Associate will provide a certificate evidencing such insurance coverage.
 13. Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and HITECH. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and HITECH.
 14. Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given above. Each Party may change its address and that of its representative for notice by the giving of notice thereof in the manner herein above provided.
 15. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
 16. Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

Ameritas Life Insurance Corp.
on behalf of itself and its corporate affiliate, Ameritas
Life Insurance Corp. of New York

By: 
Karen M. Gustin

Title: Executive Vice President, Group Division

Date: September 22, 2014 and after

Producer
Corp. Name (if any): _____
(print)

Producer Name: _____
(print)

Agent # or SSN/TIN: _____

Signed: _____

Dated: _____



disclosure and authorization To Obtain Consumer Report

A Consumer Report Will Be Obtained

For use with the following: Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York, and Ameritas Investment Corp., collectively referred to as "the Company"



I understand that the Company will utilize the services of an investigative consumer reporting agency to obtain a consumer credit report/ investigative consumer report as part of the procedure for processing my application for appointment as a field representative with the Company.

The nature and scope of the investigation sought is as follows: to provide applicable information concerning my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living.

I understand I have the right to visually inspect the files concerning me maintained by an investigative consumer credit reporting agency during normal business hours and upon reasonable notice. The inspection can be done in person if I appear in person and furnish proper identification; I am entitled to a copy of the file for a fee not to exceed the actual costs of duplication. I am entitled to be accompanied by one person of my choosing, who shall furnish reasonable identification. The inspection can also be done via certified mail if I make a written request, with proper identification, for copies to be sent to a specified address. I can also request a summary of the information to be provided by telephone if I make a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or directly charged to me. I further understand that the investigative consumer credit reporting agency shall provide trained personnel to explain to me any of the information furnished to me; I shall receive from the investigative consumer reporting agency a written explanation of any coded information contained in files maintained on me. Examples of proper forms of identification are valid driver's license, social security account number, military identification card and government issued IDs.

I also understand that before I am denied appointment based, in whole or part, on information obtained in the report, I will be provided a copy of the report and a description in writing of my rights under the Federal Fair Credit Reporting Act.

This consent will not affect my ability to question or dispute the accuracy of any information contained in my credit report. I understand if I disagree with the accuracy of any information in the report, I must notify the Company within five business days of the report that I am challenging information in the report. The Company will not make a final decision on my status until after I have had a reasonable opportunity to address the information contained in the report.

Application Authorization to Obtain Consumer Report and Other Information

I, the undersigned Applicant, do hereby consent to this investigation and authorize the Company to procure a consumer report and investigative consumer report on my background as stated above from a consumer agency and/or investigative consumer reporting agency, which will be used in whole or in part as a factor in establishing my eligibility for appointment as a field representative with the Company.

Further, I authorize the Company to retrieve and review any and all regulatory and criminal records submitted on my behalf, including records maintained on the Central Registration Depository ("CRD") system by prior employers (broker/dealers and registered investment advisors).

This authorization shall remain on file and serve as an ongoing authorization for you to obtain such records about me.

I also acknowledge that I have received the summary of my rights under the Fair Credit Reporting Act. Further, I acknowledge that I have received and read the "Disclosure That A Consumer Report Will Be Obtained" above and I am providing my authorization herein voluntarily.

I understand that as part of the Company's procedure for processing my application and/or evaluating me for contract and licensing purposes, a routine inquiry may be made whereby information is obtained through personal interviews and background checks with third parties, including, but not limited to, family members, employers, business associates, financial sources, landlords, public agencies, friends, neighbors, or others with whom I am acquainted. This inquiry includes information as to my character, business reputation and financial stability, whichever may be applicable. It may include obtaining information covering up to: the last seven years regarding my credit background, lawsuits, judgments, paid tax liens, unlawful detainer actions, failure to pay spousal or child support, accounts placed for collection, and criminal conviction records consistent with federal and state law; and the last ten years regarding bankruptcies. I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the inquiry. My signature below operates to release from all liability and responsibility those parties supplying information to the Company and I authorize the Company to use this information where its legal interest and/or obligations are involved. Further, I acknowledge that I have no objection to the Company investigating any of these facts and agree to indemnify and hold the Company harmless against any liability which may result in conducting such investigation.

Applicant Signature: _____  Date: _____

Applicant Name (printed): _____ Social Security No. _____

FOR CALIFORNIA, MINNESOTA AND OKLAHOMA LICENSED AGENTS ONLY: I have the right to request a copy of my consumer credit report from the consumer credit reporting agency by checking the box icon below.

I wish to receive a copy of the consumer credit report. (Check box only if you wish to receive a copy.)

I further understand that I shall receive a copy of any investigative consumer credit report obtained by the Company, and information on who issued the report and how to contact them, either at the time of any meeting or interview between the Company and me or within seven days of the date the Company receives the report, whichever is earlier.

Para informacion en español, visite www.consumerfinance.gov/learnmore o escriba a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006

A summary of your rights under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to:

Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552-0003.

You may have additional rights under Maine's FCRA, Me. Rev. Stat. Ann. 10, Sec 1311 et seq.

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

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

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

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

Type of Business	Contact
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20006
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877)382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center PO Box 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations.	c. FDIC Consumer Repsonse Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal credit unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 400 Seventh Street SW Washington, DC 20590
4. Creditors subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 1925 K Street NW Washington, DC 20423
5. Creditors subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration area supervisor
6. Small business investment companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, finance companies, and all other creditors not listed above	FTC Regional Office for foreign in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877)382-4357

direct deposit For Your Commission Check

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York



- Fax or return completed form with voided check to Group Licensing at Ameritas: P.O. Box 81889, Lincoln, NE 68501-1889. Fax: 402-467-7342.
- Electronic deposit of compensation will be effective two weeks after receipt of the completed form.
- Your check will be deposited the second working day of each month and your statement will be sent via U.S. mail the second working day of each month. The statement will indicate the amount deposited into your bank account or you may call our automated system at 800-659-2223, select option 6 (you will be asked to enter your Social Security # or Tax ID #).
- Changes in banking information must be communicated to Group Licensing by the first working day of the month to be effective for that compensation period.
- Electronic depositing can be stopped upon receipt of written notification. (This would be effective one week after receipt in the home office.)
- If you have any questions, please call Group Licensing at 800-659-2223 ext. 88344, or by e-mail at grlicensingcomp@ameritas.com.

authorization agreement For Pre-Arranged Deposits

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York



I authorize Ameritas Life Insurance Corp. and/or Ameritas Life Insurance Corp. of New York (hereinafter the Company) to initiate deposit of my compensation check in my checking/savings account indicated below, and the named financial institution below to post the same to such account.

Depository Institution _____

City _____ State _____ ZIP _____

Account Number _____ Account Type (check one) Checking Savings

Routing Number _____ Account Type (check one) Checking Savings

PLEASE ATTACH A VOIDED CHECK
(FOR SAVINGS ACCOUNTS, PLEASE ATTACH A DEPOSIT SLIP)

Disclosure

This authority is to remain in full force and effect until the Company has received a written termination notification from me. Said written termination notification must set out an effective termination date and must be received by the Company 30 days prior to the set termination date. In no event shall the termination be effective with respect to entries processed by the Company prior to the termination date set out in said notification.

I further authorize the Company to initiate such debit entries to said account as may be necessary to correct any erroneous credit entries previously initiated thereto. I authorize the forenamed depository institution to accept and to credit or debit the amount of such entries to my account.

In the event that I identify an erroneous entry, I shall, within 15 calendar days following the date on which the depository institution sends to me a statement of account or a written notice pertaining to such entry, send to the depository institution a written notice identifying such entry. It will state that such entry was in error and requesting the depository institution to reverse the amount thereof to such account.

I have the right to stop payment of any entry by notification to the depository institution prior to posting to the account.

The undersigned hereby agrees that all entries initiated hereunder are to be governed in all respects by the operating rules of the National Automated Clearing House Association as amended by the rules of the Mid-America Payment Exchange, as now or hereafter in effect, and agrees to be bound thereby.

I understand that the Company is providing this pre-arranged deposit agreement without charge and that the Company will not be liable for any claims or damages arising, directly or indirectly, from this deposit arrangement.

Associate Name: _____

Agent Number: _____



Signature

Date

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____					Exemption from FATCA reporting code (if any) _____
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					(Applies to accounts maintained outside the U.S.)
	<input type="checkbox"/> Other (see instructions) ▶					
5 Address (number, street, and apt. or suite no.) See instructions.				Requester's name and address (optional)		
6 City, state, and ZIP code						
7 List account number(s) here (optional)						

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* 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 for Part II, later.

Sign Here	Signature of U.S. person ▶	SIGN HERE Date ▶
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General Instructions

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

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

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, later.

General Agent Hierarchy Schedule PrimeStar

This form is to show the applicable producer hierarchy and commission percentage by level. **General Agent should complete the requested information below and submit with the Producer Appointment Packet.**

Hierarchy Schedule			
General Agent: Applied General Agency			
Agents			
Commission Split	Year 1	Year 2+ (if applicable)	
Level 3 – Sub GA 1:			
PrimeStar Dental	%	%	
PrimeStar Vision	%	%	
Level 2 – Sub GA 2:			
PrimeStar Dental	%	%	
PrimeStar Vision	%	%	
Level 1 Primary Writing Agent:			
PrimeStar Dental	30 %	2 %	
PrimeStar Vision	30 %	2 %	
General Agent Authorization			
Authorizer's Name Natalie Birchard		Title Director of Sales	
Agency Applied General Agency			
Address 1040 N Tustin Ave			
City Anaheim		State CA	Zip 92807
Email contracting@appliedga.com		Phone Number 800-498-6880	
Signature <i>Natalie Birchard</i>		Date	
Notes			

Return to:
LC@ameritas.com

Insurance Representative: _____

This Agreement is between the above named individual, herein called the **Group Insurance Representative**, and **Ameritas Life Insurance Corp. of New York**. As used in this Agreement, the words “you” and “your” refer to **Group Insurance Representative**. The words “Company,” “we,” “our” and “us” refer to **Ameritas Life Insurance Corp. of New York**

- 1. Appointment.** Duties and Compensation shall be applicable only so long as you remain properly licensed, are properly appointed by Company, and this Agreement is in effect.
- 2. Duties.** Subject to the terms of this Agreement, and to you being properly credentialed and appointed by Company as our Group Insurance Representative, you may: (a) solicit applications for all group insurance products and collect and promptly send us the first premium on those applications you solicit (b) render services to policyholders, and (c) if it is in the best interest of policyholder to do so, to exert your influence to keep all group policies in force with us.
- 3. Compensation.** Subject to the terms and conditions of this Agreement, and to you being properly credentialed and appointed by Company, a commission pursuant to the Schedule of Commissions attached hereto as Attachment A, shall be paid to you. **Except as otherwise agreed in writing by you and us**, the commission scale stated in Attachment A shall apply separately to each group policyholder for whom you are the agent of record, without regard as to the lines of coverage, e.g., dental, vision, etc., underwritten by us, except that this Agreement will not apply to any policyholder, or unit employer, insured under one of our Multiple Employer Trust policies.

On each separate group policyholder's annual anniversary the scale will revert to Step 1 and continue through the succeeding steps until the next anniversary, at which time Step 1 will again apply.

The commission will be paid to you so long as you at the time the premium is received by us: (a) are continuously and actively engaged as an Agent or Broker in the insurance business, (b) are recognized by the policyholder as the Agent or Broker of Record and the commission schedule stated in Attachment A was quoted and sold with the related policy, (c) are satisfactorily performing all of the servicing functions which are assigned by us, (d) continue to be assigned by us to the policyholder as Servicing Agent or Broker, and (e) have in force this Group Commission Agreement. Without limiting the foregoing, should you provide us with an Agent or Broker of Record letter from a policyholder within the scope of this Agreement that is more than six (6) months old, we will pay you for up to six (6) months worth of back commissions in connection with such policyholder provided that during this time period for which payment is being made, you have satisfied all of the rest of the conditions and requirements set forth in this Agreement necessary to receive commission.

Commission adjustments will be made at the end of each premium paying period. If the original premium for any premium paying period has been increased by net adjustments during said period, additional commission will be allowed upon the net increase; if it has been decreased, a refund of commission must be made by you.

Any indebtedness by you to us or any of our subsidiaries shall be a first lien against any commissions due you under this Agreement and such commissions shall be applied to liquidate such indebtedness.

The percentage of the scale applicable to you for each separate group policyholder will be 100% unless written instructions are received that, for any specific policyholder, the percentage is to be other than 100%. Such pro-rata percentage will be applied to the commission scale for the life of that policy unless and until that policyholder shall designate in writing a different percentage.

This Agreement does not apply to any Claims Service Only agreements. Should any policyholder covered by this Agreement.

- 4. Limits of Authority.** You do not have the authority to, nor shall you represent yourself as having such authority to, nor shall you perform the following acts: (a) collect premiums except for the initial premium, (b) enter into, alter or discharge policies, (c) incur any indebtedness or liability to us; (d) waive forfeitures, (e) waive or extend the time for payment of any premium, (f) withhold any of our monies or property, (g) rebate commissions, (h) commingle our funds, including gross premiums on business produced by you, with any other funds, (i) guarantee benefits other than those specifically stated in our policies, (j) authorize premium payments other than cash or cash equivalents, or (k) fix or change premium rates as established by us.
- 5. Conduct and Relationship.** You agree to be governed by this Agreement and to observe and comply with any rules and regulations now in effect or later promulgated by us, as well as those issued by state insurance departments in those states in which you are licensed.

6. **Refunds, Repayment and Deductions.** You acknowledge as a debt and agree to repay on demand any compensation paid to you on premiums we have refunded. You also agree to repay on demand any disbursements we make for any claims against you and any costs or attorneys fees we incur associated with those claims as a result of transactions arising out of this Agreement.
7. **Termination.** This Agreement may be terminated by you or us at any time, with or without cause, upon thirty (30) days written notice mailed to the other's last known address. Upon termination of this Agreement, our obligation to pay you any commission hereunder shall cease.
8. **Forfeiture.** Notwithstanding any other provisions of this Agreement, all of your rights under this Agreement, including the right to any further payment of commissions or other compensation, either during or after the termination of this Agreement, shall immediately cease if any of the following occur at any time: (a) you engage in any act of fraud, misconduct, or misrepresentation, (b) you knowingly breach the terms of this Agreement, or (c) you violate any insurance or other laws or regulations.
9. **Licenses.** You will be responsible to secure and provide to us adequate proof of any licenses or other documentation as may be required by us or the states where you are authorized to solicit insurance.
10. **Amendments, Modifications, Assignments.** No modification or amendment to, or assignment of, this Agreement, or any rights acquired thereby, by you will be valid without our prior written consent.
11. **Legal Situs and Forum for Suit.** This Agreement shall be construed to be in accordance with the laws of the State of Nebraska. Any and all suits for the construction, interpretation, validity or enforcement of this Agreement shall be instituted and maintained in any court of competent jurisdiction in Lancaster County, State of Nebraska.
12. **Execution of Agreement.** The effective date of this Agreement is , **20** , or, if later, the date that you are properly credentialed and appointed with Company.

SIGN HERE

By: *Karen M. Gustin*
 Karen M. Gustin
 Executive Vice President – Group Division
 April 16, 2018

By: _____
 Group Insurance Producer / Date

ATTACHMENT A
SCHEDULE OF
COMMISSIONS

PRIMESTAR INDIVIDUAL

Dental	30% Level on Paid Premium, 1 st Policy Year
.....	2% Level on Paid Premium, 2+ Policy Years
Vision	30% Level on Paid Premium, 1 st Policy Year
.....	2% Level on Paid Premium, 2+ Policy Years