SENIOR MARKETING SPECIALISTS

Shenandoah Insurance

Contracting Checklist

Please submit the following information to **SMS** when licensing with Shenandoah:

- **Completed and Signed Individual Data Sheet**
- **Completed and Signed Agency Contract**
- **Completed and Signed HIPPA Addendum**
- **Completed and Signed Automatic Deposit Form w/ Voided check** *(required)*
- **Completed and Signed W9**
- **Signed Advanced Commissions Agreement** *(optional)*
- **Copy of Agent/Agency license (s)**

Please return all contracting to Senior Marketing Specialist via:

Mail:
801 Gray Oak Dr
Columbia, MO 65201

Email: contracting@smsteam.net
Fax: 800-878-2025

The licensing process cannot begin until all of the above items have been received! If you have any questions, please call us at: 1- 800-689-2800.

SENIOR MARKETING SPECIALISTS

Contracting Request Form

Please complete the below and return it with your contracting paperwork:

Agent Name: _____

Carrier Name: _____

1. **Have you or your agency (if applicable) ever been contracted previously? (Y/N)**

   _____

If you answered 'yes' to the question above, please complete the below:

2. What date did you contract?

_____

3. How were you contracted (indv. or corp.)?

_____

4. Do you have any downline agents?

_____

5. When was the last time you or your downline (if applicable) wrote a piece of business?

_____

PRODUCER DATA SHEET AND AUTHORIZATION FOR BACKGROUND SCREENING

INDIVIDUAL DATA

Full Name _____
Last *First* *Middle*

Date of Birth ____ / _____ / _____ Social Security # _____ - _____ - _____

National Producer Number (NPN) _____

Business Name *(if different)* _____

ADDRESS

Residence _____
Street *City* *County* *State* *Zip+4*

Business _____
Street *City* *County* *State* *Zip+4*

Preferred Mailing Address: ☐ Residential ☐ Business

E-mail (required) _____

TELEPHONE NUMBERS

☐ Business Phone (_____) _____ - _____
☐ Cell Phone (_____) _____ - _____
☐ Fax # Phone (_____) _____ - _____
☐ Residence Phone (_____) _____ - _____

How long have you been an agent or broker? _____

Professional Designations: _____

AGENCY, BUSINESS, OR CORPORATION DATA *(Only if one of those entities is being contracted)*

Agency, Business, or Corporation Name _____

Address _____
Street *City* *County* *State* *Zip*

Tax Identification # (must match W-9) _____

☐ Corporation ☐ Partnership ☐ Sole Proprietor ☐ LLC ☐ D/B/A

How long have you been an agency, corporation, etc.? _____

Who is the appointed agent officer with the Department of Insurance? _____

LICENSE DATA

Please list each state agent/agency insurance license (life and health) under which you will be selling Shenandoah Life Insurance Company products. _____

Has any previous contract between you and Shenandoah Life Insurance Company ever been terminated?
☐ No ☐ Yes If Yes, when? _____

ERRORS AND OMISSIONS (E&O COVERAGE)

Shenandoah Life Insurance Company requires E&O coverage of $1million per claim/$1million per aggregate for each agent for life and annuity sales. Please attach a copy of your current E&O certificate showing the insured, effective and expiration dates of coverage, and coverage limits.

GENERAL INFORMATION

Please respond to all questions for you personally and any organization over which you have exercised control. If you answer "Yes" to any questions, you must attach an additional sheet explaining all relevant information and include supporting documents.

☐ Yes ☐ No 1. Have you ever been charged with, convicted of, or pled guilty or no contest to a felony or misdemeanor or are any such proceedings pending?

☐ Yes ☐ No 2. Have you ever been involuntarily terminated or permitted to resign from an agent, producer or representative contract or appointment with any insurance or other financial services company other than for lack of production?

☐ Yes ☐ No 3. Have you ever had an insurance license denied, suspended, or revoked by a state insurance department or been the subject of any disciplinary or administrative action, or fined or penalized or are any such proceedings pending with any state insurance regulatory authority?

☐ Yes ☐ No 4. Are you currently under investigation by any legal or regulatory authority?

☐ Yes ☐ No 5. Have you been the subject of a consumer-initiated complaint within the past five years?

☐ Yes ☐ No 6. Has any formal complaint been filed with a state insurance department arising out of your activities?

☐ Yes ☐ No 7. Do you have an outstanding debit balance with any insurance company? If "yes", give amount of debit and how the debit will be repaid.

☐ Yes ☐ No 8. Do you currently have a pending bankruptcy or have you ever declared bankruptcy? If yes, what Year? What type of bankruptcy, Chapter 7, Chapter 11, or Chapter 13?

☐ Yes ☐ No 9. Has a firm in which you were a partner, officer or director been declared bankrupt or been party to bankruptcy or receivership proceeding?

☐ Yes ☐ No 10. Have you had a salary garnished or had liens or judgments against you?

☐ Yes ☐ No 11. Have you ever had a claim filed against your professional liability or errors and omission insurance coverage? Has any E&O carrier denied, paid claims on, or canceled your coverage?

☐ Yes ☐ No 12. Have you ever defaulted on a (a) promissory note, or (b) any other debt, including consumer or credit card debt?

☐ Yes ☐ No 13. Are you currently involved in any litigation or are there any unsatisfied judgments or liens (including state or federal tax liens) against you?

DISCLOSURE OF INTENT TO OBTAIN CONSUMER REPORTS

I acknowledge that Shenandoah Life Insurance Company has informed me that it may obtain consumer reports, reports of insurance department regulatory actions, and conduct investigative reports and background investigations on me or this agency for licensing purposes, initial and renewal state appointments, and at any other times Shenandoah Life Insurance Company, at its discretion, deems necessary. I expressly authorize Shenandoah Life Insurance Company to conduct these investigations and obtain consumer and credit reports and hereby authorize all persons and entities (including past and present employers) to provide Shenandoah Life Insurance Company all requested information. I authorize Shenandoah Life Insurance Company to use these reports and to provide them and any other pertinent information to all third parties where the third parties' legal interests and/or obligations are involved. I also authorize Shenandoah Life

Insurance Company to distribute any financial, business, legal, tax, or work performance history regarding me or this agency that it receives from third parties or which is generated by Shenandoah Life Insurance Company's data source that is not part of the investigative report, to all third parties including but not limited to agents or agencies that assume my debit balance responsibilities. By my signature below, I hereby release any individual or institution, including its officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may, at the time, result to me, as a result of conducting any investigation and/or using said information or as a result of compliance with this authorization and request to release information or any attempt to comply with it. A copy of this authorization is as valid as the original. I understand that if contracted, this authorization will remain valid as long as I am contracted with Shenandoah Life Insurance Company.

RESIDENTS OF CALIFORNIA, MINNESOTA AND OKLAHOMA HAVE A RIGHT TO REQUEST A COPY OF THE CONSUMER REPORT WHICH WILL DISCLOSE THE NATURE AND SCOPE OF THE REPORT.

☐ **Yes, please provide me a copy of the consumer report.**

I certify under penalty of perjury, that I have reviewed this application and all answers and responses to questions and inquiries contained in this application are true, correct and complete. I further certify that I have read and am familiar with the sections of the applicable insurance code regarding qualification for this appointment with Shenandoah Life Insurance Company and acknowledge that this application will form a part of my agent agreement with Shenandoah Life Insurance Company. I further understand that if any information provided in this application is found to be incorrect or incomplete, it may be grounds for rejecting this application or for termination of my contract, all in the sole discretion of Shenandoah Life Insurance Company.

_____
Agent Printed Name

X _____ SIGN HERE _____ / _____ / _____
Signature of Agent *Date*

The SGA or upline Agent accepts all responsibility for the applicant Agent and sponsors him as an Agent for Shenandoah Life Insurance Company.

_____
SGA or Agent Printed Name

X _____ _____ / _____ / _____
Signature of SGA or Agent (Direct Upline) *Date*

AGENT AGREEMENT

THIS AGENT AGREEMENT (the "Agreement") is made and effective this ___ day of _____, 20___, by and between **Shenandoah Life Insurance Company** ("Company") and _____, whose address is _____ ("Agent"). Agent is: ☐ an individual, ☐ a partnership, ☐ a limited liability company, or ☐ a corporation organized under the laws of the State of _____. Company and Agent are each a "Party" and are sometimes collectively referred to as the "Parties." Company and Agent recognize that this Agreement is entered into at the request of the entity indicated on signature page as Direct Upline.

The Company hereby appoints Agent to represent it subject to the following mutually agreed upon terms and conditions.

1. **AUTHORITY TO SOLICIT.** Company appoints Agent to solicit applications for insurance and annuities for the Company; both personally and through properly licensed Sub-Agents contracted and appointed with the Company.

2. **SUB-AGENTS.** Agent may recommend for appointment to the Company, other agents and or agencies ("Sub-Agent(s)"). Agent shall investigate and determine that any agent requested to be contracted and appointed with the Company meets the state requirements for appointment including licensure and character. Agent agrees to properly train, supervise, and be responsible for Sub-Agent's faithful performance of his/her contractual obligations with the Company. Each Sub-Agent must be directly contracted and appointed with the Company. Agent has no authority to modify or amend any part of such agreement. Company reserves the following rights which may be exercised at its sole discretion without liability to Agent: (a) to refuse to contract with any proposed Sub-Agent; and (b) to terminate Sub-Agent's contract under the terms of such agreement.

3. **RESPONSIBILITIES AND DUTIES OF AGENT.** Agent shall promote and safeguard the best interests of the Company; shall fairly, truthfully, and properly represent the Company and its products and services; and shall faithfully perform, in an ethical and professional manner, all the duties within the scope of the appointment under this Agreement. In particular, but without limitation, Agent agrees to perform the duties set forth below:

    a. Be aware of and comply with all applicable laws, rules, and regulations, including state insurance laws and all Company guidelines including but not limited to those relating to suitability, disclosures and replacements in the solicitation of Company products.
    b. Prior to soliciting business from customers, be familiar with the provisions of all the Company's insurance policies which Agent is authorized to sell and attend the Company's training sessions as required by the Company.
    c. Adhere to the Company's requirements for the collection of any premium paid upon application for the Company's products and treat any money received or collected for the Company as property held in trust, and promptly remit such money to Company.
    d. Strictly observe all Company rules, regulations, policies, procedures and requirements as well as any and all applicable legal requirements of the state or states in which Agent is authorized to solicit business. Company rules, regulations, policies, procedures and requirements will be available to Agent on the Company website.
    e. Inform the Company of any and all facts of which Agent is aware or becomes aware, related to: a) the underwriting of any of the Company's products applied for or issued to a policyholder, and b) the health of any proposed applicant.
    f. Assist the Company in keeping its insurance policies in force.
    g. Carry such Errors and Omissions insurance coverage as the Company may require.
    h. Provide for all usual and customary services, and provide any customary assistance, to insureds and policyholders.
    i. Keep regular and accurate records of all transactions related to this Agreement for a period of at least seven years from the date of such transactions, or longer if required by federal or state law or

regulation. Company shall have the right, during normal business hours, to inspect, audit, and make copies from the books and records of Agent for the purpose of verifying Agent's compliance with the provisions of this Agreement.

4. **INDEPENDENT CONTRACTOR.** Agent is an independent business person and shall be free to exercise independent judgment as to the time and place of performing all acts under this Agreement. Agent shall be free to represent other insurance companies as Agent sees fit. In all respects, the relationship of Agent to the Company shall be that of an independent contractor and not as an employee of the Company.

5. **NON-EXCLUSIVE AGREEMENT.** Agent shall not have exclusive rights of distribution for any product or for any geographic territory.

6. **LIMITATION OF AUTHORITY.** Agent has no authority other than specifically granted in this Agreement and specifically agrees not to:

   a. Bind the Company to any promise or agreement; incur any debt, expense or liability whatsoever in the Company's name or for its account; or receive any money due or to become due the Company, except the initial premium on applications or policies, subject to the Company's requirements for the acceptance of such money.

   b. Deliver any policy or allow delivery of any policy: (1) until the initial premium required by the Company has been paid in full; or (2) more than thirty (30) days after issuance of the policy. Agent shall confirm that there has been no change as to applicant's health, habits, occupation and other facts as represented in the application for the policy and if there are such changes, Agent shall not deliver the policy, and the Company shall be informed of such change. Agent further agrees to promptly return the signed delivery receipt to Company if required by state law or Company policy.

   c. Make, modify, or change any insurance contract, or bind the Company by making any promises respecting any insurance contract except when authorized in writing to do so by an authorized officer of the Company.

   d. Use any material, including but not limited to all written material or audio or video tapes, to solicit a sale or servicing of any of the Company's products, regardless of whether the Company's name is on such material, without written approval of the material by the Company.

7. **COMMISSIONS.** During the term of, and subject to the provisions of this Agreement, and subject to the rules and regulations of the Company, Agent shall be entitled, as full compensation for all of Agent's services and expenses hereunder, to those commissions as set forth in the Schedule of Commissions ("Schedule") in effect at the time the insurance contract is issued on all policies when and as issued on business produced by Agent personally or by Agent's Sub-Agents. Such commissions shall be reduced by Commissions due to any Sub-agent in accordance with any Agreement between Agent's Sub-Agents and the Company. The Schedule may be modified periodically by the Company upon written notice. Commissions are subject to chargeback in accordance with Section 8. Agent specifically recognizes and accepts responsibility for payment of any taxes levied by federal, state or local authorities as a result of compensation arising hereunder.

8. **COMMISSION CHARGEBACKS AND REFUNDS.** Agent agrees that Company may, at any time, set-off against commissions due or to become due to Agent, or to anyone claiming through or under Agent, any amount due from Agent or its agencies or agents to Company, including any chargebacks. Commission chargebacks shall result in the event any insurance contract is rescinded or processed as a Not Taken by the Company at any time for any reason; if the insurance contract lapses during the first year and compensation has been advanced to Agent; or if any delivery requirement is not received within thirty (30) days of policy issue. If not set-off, Agent shall immediately repay all compensation chargebacks to the Company. Agent also agrees that Agent remains legally obligated to immediately reimburse the Direct Upline or any IMO, agency or agent upline from the Direct Upline (collectively, hereinafter the "Upline") for the full amount of any chargebacks due and owing to Company under this Agreement which such IMO, agency or agent has paid on Agent's behalf. Company does not waive any of its rights to pursue collection of any indebtedness owed by Agent or its agencies or agents to Company. In the event that Company, or any upline IMO, agency or agent, elects to refer such indebtedness to outside collections and/or to initiate

legal action to collect any indebtedness of Agent or its agencies or agents, Agent shall reimburse Company or the upline IMO, agency or agent, as applicable, for the costs of collection, attorneys' fees and expenses in connection therewith. This provision shall remain in full force and effect regardless of any termination of this Agreement.

9. **COMPLIANCE / MARKET CONDUCT.** Notwithstanding Agent's duties set forth in Section 3.

   a. Agent specifically agrees that he or she will comply with all Company regulations regarding the use of illustrations. Further, Agent agrees to use only complete illustrations which have been provided by the Company or generated on software provided by the Company to market the Company's products. Agent agrees to use only the most current version of the illustration software and accompanying instructions which have been provided by the Company.

   b. Agent agrees not to represent himself or herself as holding any professional or trade certification that implies expertise in financial matters relating specifically to persons age 65 or older, including but not limited to "certified senior advisor," until and unless Agent provides Company with complete information regarding the nature of such certification and Company approves in writing the use of such certification in connection with the sale of Company's products.

10. **COMPLAINTS, ADMINISTRATIVE PROCEEDINGS AND LITIGATION.**

   a. Agent agrees to notify the Company promptly upon receipt of any oral or written communication from an applicant, policyholder, or other individual, or any state or federal regulatory agency setting forth a complaint relating to the Company policies sold by Agent or its Sub-agents or Agent or Sub-agent's conduct in the solicitation, sale and servicing of Company's policies and contracts. Agent further agrees to promptly notify Company and provide copies of any judicial proceedings including but not limited to summons, complaints or other court documents relating to legal action involving any such policies. Agent also agrees to notify Company of any state or federal regulatory action relating to Agent's or any Sub-agent's licenses or other authority relating to Agent or Sub-agent's solicitation, sale or servicing of Company's policies and contracts.

   b. The Company agrees to notify Agent of any oral or written communication from an applicant, policyholder, or individual or any state or federal regulatory action relating to the Company policies sold by Agent or its Sub-agents or Agent or Sub-agent's conduct in the solicitation, sale and servicing of the Company's policies and contracts, unless Company is precluded from doing so by state or federal law, regulation or rule or any order of any official of any state or federal agency or by the request of the complainant.

   c. Agent will fully cooperate with the Company in the investigation of any such inquiry or complaint, which cooperation shall include but not be limited to the preparation of a written response addressing the issues raised as well as providing Company with a copy of any and all documentation (including marketing materials) related to the solicitation or servicing of the Company's products.

   d. The Company shall have the sole right to determine the ultimate resolution, including settlement, of any such complaint, administrative, regulatory or judicial proceeding. Any such determination by the Company shall be binding on Agent and its Sub-agents. If the complaint or proceeding involves allegations of Agent misconduct or omissions, any amounts paid by the Company shall be immediately due and payable from Agent. In the discretion of the Company, this debt may be satisfied as an offset to money due the Company in accordance with section 9 of this Agreement.

11. **LIMITATION OF LIABILITY.** Company reserves the following rights without liability to Agent: (a) to withdraw any insurance contract forms; (b) to change premium rates; (c) to reject insurance contract applications or premiums without specifying cause; and (d) to adopt policies and procedures from time to time relating to the solicitation, sale and servicing of Company's products.

12. **SOLE AND EXCLUSIVE PROPERTY.**

   a. All reports, training materials, manuals, and records, including computer-related materials (such as CDs, disks, tapes, cassettes, etc.), containing client, sales and/or product information, illustration

software, etc., are and shall remain the sole and exclusive property of the Company, subject to inspection and review by the Company at any and all times.

b. Agent agrees to surrender the above items, and any and all copies thereof, to the Company immediately upon demand or upon termination of this Agreement. Agent further understands and agrees that the Company has the right to terminate Agent's right to access Company systems, including but not limited to Company internet.

c. Agent further agrees not to take or copy any forms, policies, manuals, policyowner lists, CDs, diskettes, tapes, cassettes, or other materials which are the property of the Company. Agent also agrees to return all licenses, money, policies, manuals, books, papers, sales materials, reports, records, forms, and all other property of the Company then in his charge and control.

13. **INDEBTEDNESS.** Unless otherwise specifically provided, all debts due to the Company, including advances to Agent or its Sub-Agents against commissions or other compensation, are payable upon demand and are not recoverable solely from commissions or other compensation. The Company may at any time offset any debt or debts due from Agent to the Company arising from his transactions under this or any previous or subsequent Agreement against any commission or other compensation due or to become due him from the Company and any and all affiliates of the Company. If not offset as provided above or in Section 9 above, all such amounts due Company from Agent or any of its Sub-agents shall be paid to company within 30 days of receipt of Company's written notice of the amount due and owing. Agent agrees to execute all other documents required of him by the Company in order to properly evidence and effectuate such assignments, and to guarantee the legal enforceability thereof.

    Agent further agrees that he or she remains legally obligated to immediately reimburse the Upline for the full amount of any outstanding debts due and owing under this Agreement with Upline. Company does not waive any of its rights to pursue collection of any indebtedness owed by Agent or its Sub-agents. This provision shall remain in full force and effect regardless of any termination of this Agreement.

14. **MONTHLY ACCOUNTING.** The Company shall furnish Agent with a statement of account on a timely basis, but no less frequently than monthly. Such statement shall be complete and conclusive evidence of accounts between the parties to this Agreement, and shall be binding on Agent unless objection is made in writing by Agent and received by the Company within 360 days after the statement is provided by the Company.

15. **TERMINATION.**

    a. This Agreement shall terminate automatically upon the death, dissolution, liquidation, bankruptcy, insolvency, or total and permanent disability of Agent.

    b. This Agreement, along with any and all riders, supplements, schedules, amendments, or endorsements to the Agreement, along with any appointment of Agent and its Sub-agents, may be terminated 30 days after written notice is provided by the Company or Agent to the other, in person or to the last known address of the party to be notified.

    c. The Company, at its option, may terminate this Agreement at any time immediately upon written notice and **for cause** if Agent engages in any act of fraud, dishonesty, misappropriation or mishandling of funds, or any other misconduct damaging to the Company, violates any of the terms of this Agreement, fails to pay a debit balance on demand, violates any state insurance law or regulation, suffers a termination of his/her license **for cause** by any state or regulatory authority or misrepresents Company's products or its financial condition.

    d. Further, the Company, at its option, immediately upon written notice, may terminate this Agreement **for cause** or may permanently discontinue payments made pursuant to this Agreement after termination, if Agent, at any time, (a) takes any action or sanctions any action which results in a pattern or practice of cancellation, lapse or surrender of Company's policies which is not in the best interest of the policyholder or (b) endeavors to induce representatives to discontinue their contracts or appointments with Company.

16. **EFFECT OF TERMINATION.** Upon any termination of this Agreement, any and all of Agent's obligations to the Company shall mature, accelerate and become immediately due and payable in full. Upon

termination, Agent shall have no further authority to solicit business for the Company, nor to recruit Agents, or to collect money for the Company, or to represent the Company in any manner; but all other provisions of this Agreement shall survive its termination.

If this Agreement is terminated **for cause** in accordance with subsection C or D of Section 15 above, all future and current compensation due Agent shall be forfeited.

17. **PAYMENTS AFTER TERMINATION.**

a. Except as otherwise provided for herein, upon termination of this Agreement, the Company shall continue to pay compensation to Agent in accordance with the other provisions of this Agreement and the compensation schedule in effect at the time of termination.
    1. All compensation due under this Agreement shall be terminated after any calendar year in which Agent's total compensation shall be less than $100 for that year. For example, if Agent's total compensation in a given year is $100, agent will continue to receive compensation the following year. If Agent's total compensation is $99 in a given year, no further compensation will be due Agent under this Agreement.
    2. Upon termination, all compensation will be paid by electronic fund transfer.

b. In the event that this Agreement is terminated due to the death of Agent, any compensation accruing after the date of termination will be paid, subject to Sections 8, 14, and 15 above, in the following order of preference:
    1. A beneficiary named by Agent on forms provided by the Company and received by the Company prior to the agent's death; or
    2. The spouse of the Agent if he or she survives Agent by more than 30 days; or
    3. Agent's estate, executors or administrators as determined by the Company.

c. If this Agreement is terminated **for cause** in accordance with Sections 15, all future and current compensation due Agent shall be forfeited.

18. **INDEMNIFICATION.** Agent agrees to defend, indemnify and hold harmless the Company, its affiliates and their respective employees, officers, directors and shareholders from any and all claims, actions, liability, damages, expenses, and loss which arise from, result from, and/or relate to Agent's real or alleged negligent or willful acts, or your errors, omissions or breach of any provision of this Agreement and such acts, errors, omissions or breaches of your agents or employees, in the performance of Agent's duties under this Agreement. Claims, liability, or loss includes, but is not limited to, all costs, expenses, attorney fees and other legal fees, penalties, fines, direct or consequential damages, assessments, verdicts (including punitive damages to the extent permissible under the law of the state where any claim or suit is filed which seeks recovery of punitive damages against Company) and any other expense or expenditure incurred by Company. This indemnification will be in addition to any liability Agent may otherwise have.

    Company agrees to defend, indemnify and hold harmless Agent from any and all claims, actions, liability, damages, expenses, and loss which arise from, result from the design or administration of its products and Company created marketing materials related thereto and made available or provided to Agent under this Agreement. Claims, liability, or loss includes, but is not limited to, all costs, expenses, attorney fees and other legal fees, penalties, fines, direct or consequential damages, assessments, verdicts (including punitive damages to the extent permissible under the law of the state where any claim or suit is filed which seeks recovery of punitive damages against us) and any other expense or expenditure incurred by Agent.

19. **SEVERABILITY.** Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.

20. **WAIVER.** The failure or forbearance or neglect of the Company to insist upon the strict performance of any provision of this Agreement or of any rule or regulation of the Company shall not be construed as a waiver thereof, but such provisions, rules and regulations shall continue to be in full force and effect.

21. **ASSIGNMENT.** No assignment of the Agreement or any rights under this Agreement shall be binding on the Company without its written consent, and any such assignment shall be subject to offset or recoupment for any money due the Company by Agent as provided for in this Agreement.

22. **ENTIRE AGREEMENT.** This Agreement and other written documents executed by the parties hereto, including the Producer Data Sheet, Commission Schedule, and Business Associate Addendum attached hereto, contain the entire agreement between the parties and there are no verbal representations, warranties, or agreements of any kind whatsoever. This agreement supersedes and replaces any and all other agreements between Agent and the Company relating to the same matters. However, all financial obligations of the Parties to each other under any such prior Agreement(s), including debit balances, other debts, liens, rights to offset, and the obligation to pay commissions, still exist and will be combined and merged with similar obligations under this Agreement.

23. **GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to its conflict of laws, principles, and rules. Jurisdiction over any matters of dispute arising under or by virtue of the Agreement shall rest exclusively in either the state courts of the Commonwealth of Virginia or the federal courts having jurisdiction over the Commonwealth of Virginia.

24. **JURY WAIVER. THE PARTIES EACH HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND INTENTIONALLY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE PARTIES ENTERING INTO THIS AGREEMENT.**

25. **COUNTERPARTS.** This Agreement may be executed in one (1) or more counterparts each of which shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. This Agreement may also be executed via facsimile or e-mail, and facsimile and e-mail signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written above.

AGENT

Signature: _____ SIGN HERE

Print Name: _____

Title: _____

DIRECT UPLINE

Signature: _____

Print Name: _____

Title: _____

SHENANDOAH LIFE INSURANCE COMPANY

Signature: _____

Print Name: _____

Title: _____

GUARANTEE BY STOCKHOLDERS, MEMBERS, OR PARTNERS

If Agent is a corporation, limited liability company, or partnership, each of the undersigned, in consideration of the Company executing this Agreement, represents to the Company that the principal stockholders, members, or partners of the Agency, with their percentage of interest in the total ownership of the Agency, are as follows, and does hereby personally and severally guarantee the performance of all terms, liability and responsibility for any default in such terms, conditions, covenant, and/or amendments.

SIGN HERE

Signature: _____ Title: _____ % Interest: _____

Signature: _____ Title: _____ % Interest: _____

Signature: _____ Title: _____ % Interest: _____

Signature: _____ Title: _____ % Interest: _____

Signature: _____ Title: _____ % Interest: _____

Signature: _____ Title: _____ % Interest: _____

SHENANDOAH LIFE INSURANCE COMPANY

COMPANY ANNUALIZATION AGREEMENT

For value received, SHENANDOAH LIFE INSURANCE COMPANY (the "Company") and the below indicated Borrower and/or Guarantor, enter into this Agreement upon the following terms and subject to the following conditions:

1. **General.** This Annualization Agreement is a supplement to, and subject to all the terms and conditions of, The Borrower's and/or Guarantor's most recent Agent Agreement with the Company.
2. **Production.** The Company may, upon their discretion, exclude from this Agreement any policy issued by the Company on an application written by Borrower.
3. **Amount of Loan.** When a policy is issued, the Company will loan to the Borrower:

	% of annualized Commissions
Medicare Supplement	100%
Medicare Select	100%

Notwithstanding the foregoing, the Company reserves the right to modify or amend the amount of the loans and percent of annualized commissions on each policy in its sole discretion at any time during the term of this Agreement. In all instances, the Borrower/Agent and Guarantor will be liable for the entire indebtedness loaned, whether now existing or hereafter incurred, under this Agreement.

Notwithstanding the foregoing, the maximum amount the Company will loan to Borrower on any one policy is ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) and the maximum amount the Company will loan to the Borrower in any one month on all policies issued in that month is FIVE THOUSAND DOLLARS ($5,000.00).

4. **Interest on Loan.** The current interest which will be charged is 1% per month on the unpaid balance of the Borrower's account. Interest begins on the first day of the calendar month after the first loan is made under this Annualization Agreement (the total amount of loans made and not repaid under this Annualization Agreement shall hereinafter be referred to as the "Debit Balance").
5. **Repayment.** All advances/loans will be made on a policy by policy basis with the normal repayment of such advances/loans to be paid back to the Company from future commissions earned on the policyholder's future premium payments. If such policy is not taken, or such policy lapses for any reason, the outstanding advance/loan on such policy becomes immediately payable to the Company. The Company at its sole discretion may offset this indebtedness from any and all money the Company might be paying to the Borrower and reserves the right to call for the repayment of the Borrower's aggregate Debit Balance at any time. While any balance is outstanding for loans made hereunder, or for interest on such loans, all commissions earned on any policy may be applied to the repayment of such advances/loans. Commissions paid on "Not Taken policies", commission advance reversals and interest shall be deducted from any earned commission.

   All such loans made under this Agreement shall be secured by the Agent's commissions from the sale of all life, annuity, and health insurance produced by said Agent, and shall be individually guaranteed by the Borrower and/or Guarantor. All loans made hereunder shall be payable upon demand should the Company at its sole discretion believe that the Borrower/Agent does not have sufficient commissions on the in-force business to repay the outstanding balance of the loans. In the event any policy is returned by the policyholder under the free-look provision, is cancelled or rescinded by the Company for any reason, lapses or otherwise terminates, the unpaid balance of the loan for that policy will be immediately due and payable, and, at the Company's option, the Company may apply future advances thereunder to the

repayment of such balances. Such amount will be offset against any subsequent loans made on any policy that may be issued in the future and against any commissions earned on any policies.

6. **Right to Cancel.** Notwithstanding any other provision hereof, the Company shall have the right to cancel this Agreement at any time without prior notification to the Borrower and/or Guarantor, and in such event all amounts due the Company from the Borrower hereunder shall become immediately due and payable.
7. **Termination.** This Agreement will automatically terminate if the Borrower's or Guarantor's Agent Agreement with the Company is terminated except that Borrower's and Guarantor's obligations shall continue as long as any balance is outstanding hereunder.

BORROWER/AGENT

Signature: _____ SIGN HERE

Print Name: _____

Date: _____

GUARANTEE

The above Agreement having been executed at my request, I hereby guarantee the payment of all sums loaned pursuant to the foregoing Agreement. I understand any and all commissions, both first year and renewal, under any contract I have entered or will enter into with the Company, are hereby assigned as security for the repayment of sums guaranteed by my endorsement hereon and that I am personally responsible upon demand for the repayment of any advances/loans made by the Company pursuant to the Agreement.

This Annualization Agreement shall survive the termination of any contractual relationship between the Company and the Borrower/Agent and the Guarantor/Agent.

If the Agent is contracting as a business entity, the Guarantor signing below must be the principal, member, shareholder, and/or partner of the business entity that is contracting as the Agent. If the Agent is contracting as an individual, the Agent will sign below as the Guarantor.

GUARANTOR/AGENT

Signature: _____

Print Name: _____

Date: _____

BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM (the "Agreement") is made as of the Effective Date (as defined below), by and between **Shenandoah Life Insurance Company, a stock life insurance company** ("Covered Entity") and Agent ("Business Associate").

Recitals

WHEREAS, the Covered Entity and the Business Associate have entered into an agreement (the "Service Agreement") pursuant to which the Covered Entity may disclose or provide certain individually identifiable health information, protected health information, and electronic protected health information to the Business Associate and/or the Business Associate may perform or assist the Covered Entity with functions or activities that involve the use, disclosure, or creation of Protected Health Information for or from the Covered Entity. This Agreement is an exhibit to the Service Agreement.

WHEREAS, the Covered Entity and the Business Associate desire to comply with the rules and regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the privacy and security regulations promulgated under HIPAA and set forth in 45 C.F.R. Parts 160-164, including 45 C.F.R. § 164.504(e), and under the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and to enter into a written agreement regarding the use and disclosure of Protected Health Information regarding the Service Agreement.

WHEREAS, this Agreement sets forth the terms and conditions upon which the Covered Entity will disclose Protected Health Information to the Business Associate or will allow the Business Associate to create, receive, use, or disclose Protected Health Information for, or on behalf of, the Covered Entity.

NOW, THEREFORE, in consideration of the matters set forth in the Recitals above, the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Covered Entity and the Business Associate (sometimes collectively referred to as the "Parties"), intending to be legally bound, agree as follows:

1. Definitions. The definitions provided herein apply to the use of these defined terms in the Agreement. Other terms used in this Agreement, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule.
    a. "*Breach*" means the unauthorized acquisition, access, use, or disclosure of PHI as provided in 45 C.F.R. § 164.402 in a manner that is not permitted under HIPAA.
    b. *"Business Associate"* shall have the meaning given to such term at 45 C.F.R. § 160.103. For the purposes of this Agreement, Agent is the Business Associate.
    c. *"Covered Entity"* shall have the meaning given to such term at 45 C.F.R. § 160.103. For the purposes of this Agreement, Shenandoah Life Insurance Company, is the Covered Entity.
    d. *"HITECH Act"* or "Health Information Technology for Economic and Clinical Health Act" are those provisions set forth in Title XIII of Public Law 111-5 that was enacted on February 17, 2009.
    e. "*Individual*" shall have the meaning given to such term at 45 C.F.R. § 160.103.
    f. *"Privacy Rule"* shall mean the Standards for Privacy of Individually Identifiable Health Information promulgated under HIPAA and/or the HITECH Act that is codified at 45 C.F.R. parts 160 and 164, Subparts A and E.
    g. *"Protected Health Information" ("PHI") and "Electronic Protected Health Information" ("ePHI")* shall have the meaning given to such terms at 45 C.F.R. § 160.103 and is limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.
    h. "*Required by Law*" shall have the meaning given to such term at 45 C.F.R. § 164.103.
    i. "*Secretary*" shall mean the Secretary of the United States Department of Health and Human Services ("HHS") or his or her designee.

j. *"Security Rule"* shall mean the Security Standards for the Protection of Electronic Protected Health Information promulgated under HIPAA and/or the HITECH Act that is codified at 45 C.F.R. parts 160 and 164, Subparts A and C.

k. "*Unsecured Protected Health Information*" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary, as set forth in 45 C.F.R. § 164.402.

2. Obligations of the Business Associate. The Business Associate hereby agrees that it shall:

a. not use or disclose the Protected Health Information other than as permitted or required by this Agreement, the Service Agreement, or as otherwise Required by Law;

b. use appropriate safeguards to prevent the use or disclosure of Protected Health Information not expressly permitted by this Agreement, the Service Agreement, or as Required by Law;

c. report to the Covered Entity, within five (5) days and in a reasonable manner, any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including the details of any security incident to include the date, nature, and scope of the incident, and response thereto;

d. ensure that any agent, including a subcontractor, to whom the Business Associate provides any Protected Health Information received from the Covered Entity, or created or received by the Business Associate for or on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to the Protected Health Information, and Business Associate shall maintain confidentiality agreements with its agents and subcontractors as necessary to perform the services under the Service Agreement;

e. make available Protected Health Information to the Covered Entity, within five (5) days and in a reasonable manner, for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. § 164.526;

f. make available to the Covered Entity, within five (5) days and in a reasonable manner, the information required for the Covered Entity to provide access to an individual or for the Covered Entity to provide an accounting of disclosures in accordance with 45 C.F.R. §§ 164.524, 164.528;

g. make available to the Secretary of HHS immediately, and in no event longer than three (3) days and in a reasonable manner, all internal practices, books and records, relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate from or on behalf of, the Covered Entity necessary to allow the Secretary to determine whether the Covered Entity is in compliance with the Privacy Rule regarding the PHI under this Agreement;

h. provide to the Covered Entity, within five (5) days and in a reasonable manner, of receiving a written request from the Covered Entity, information collected pertaining to disclosures of PHI by the Business Associate to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528;

i. mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate that is in violation of this Agreement;

j. document such disclosures of Protected Health Information and information related to such disclosures of Protected Health Information as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of the Individual's Protected Health Information in accordance with 45 C.F.R. § 164.528;

k. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information that Business Associate creates, receives, maintains, or transmits related to or on behalf of the Covered Entity. Business Associate shall comply with the standards and implementation specifications set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316; and

l. limit the use, disclosure, and request of Protected Health Information to perform or fulfill a specific function required or permitted hereunder to the minimum necessary, as defined by HIPAA, to accomplish the purpose of such use, disclosure, or request.

3. Permitted Uses and Disclosures by the Business Associate. Except as otherwise limited by this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services set forth in the Service Agreement, provided that such use or disclosure would not violate HIPAA if done by the Covered Entity. Business Associate is permitted to disclose Protected Health Information to its subcontractors, agents, and/or related and affiliated entities in relation to Business Associate's performance of the functions, activities, or services set forth in the Service Agreement, provided that such use or disclosure would not violate HIPAA if done by the Covered Entity.

4. Specific Use and Disclosure Provisions. Except as otherwise limited by this Agreement, the Business Associate may:

   a. use the Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
   b. disclose the Protected Health Information for the proper management and administration of the Business Associate, provided that:
      1. any such disclosure is Required by Law, or
      2. the Business Associate obtains reasonable assurances from the person to whom the information is disclosed (the "Third Party") that (a) the Protected Health Information will remain confidential and will only be used or further disclosed for the purpose for which it was disclosed to such Third Party or as may otherwise be Required by Law, and (b) the Third Party agrees to notify the Business Associate of any instances of which the Third Party becomes aware in which the confidentiality of the Protected Health Information has been breached.
   c. use the Protected Health Information to provide data aggregation services to the Covered Entity as permitted by 45 C.F.R. 164.504(e).
   d. use Protected Health Information to report violations of law to appropriate federal and state authorities.
   e. Prohibited Uses and Disclosures. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual without Covered Entity's prior written approval and notice from Covered Entity of receipt of a valid HIPAA authorization.

5. Obligations of the Covered Entity. The Covered Entity will:

   a. notify the Business Associate of any limitation(s) in its notice of privacy practices, to the extent that such limitation(s) may affect the Business Associate's use or disclosure of the Protected Health Information;
   b. notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such change or revocation may affect the Business Associate's use or disclosure of Protected Health Information; and
   c. notify the Business Associate of any restriction(s) on the use or disclosure of Protected Health Information that the Covered Entity has agreed to, to the extent that such restriction(s) may affect the Business Associate's use or disclosure of Protected Health Information.

6. Breach Notification. In the event of a breach of Protected Health Information, as defined by HIPAA and/or the HITECH Act, the Business Associate and/or the Covered Entity shall have certain reporting requirements. If there is a breach or perceived breach of Protected Health Information, Business Associate shall immediately, and within no event later than five (5) days of discovery of a Breach, notify the Covered Entity in writing of the occurrence and identify all individuals whose Protected Health Information has been, or is reasonably believed to have been Breached, provided however, that such period may be extended in the event a law enforcement official provides notice requiring a delay of notification. Business Associate shall immediately,

and within no event later than five (5) days of discovery of a Breach, provide Covered Entity with all information required by HIPAA and all information requested by Covered Entity and full details related to the Breach. Business Associate agrees that Covered Entity shall have the right to determine whether notice is to be provided to any Individual, regulator, law enforcement agency, consumer reporting agency, media outlet, and/or HHS, or others as required by law or regulation. Business Associate shall cooperate and assist Covered Entity fully with Covered Entity in Covered Entity's investigation of any Breach, including providing access to facilities, facilitating interviews with employees and others involved in the matter, and making available all records, logs, files, systems, and data related in any way to the Protected Health Information and/or the Breach, as well as in making the notification to third parties required by law in the event of a Breach by Business Associate and/or Business Associate's agents or subcontractors. Business Associate shall bear all costs and expenses involved or related to such notification and in mitigating harm to those Individuals, and Business Associate shall reimburse Covered Entity for any costs or expenses Covered Entity incurs in relation to the Breach and in mitigating its consequences. Breach shall include for purposes of this section any actual or suspected breach of security or unauthorized use of disclosure of PHI. Business Associate acknowledges that it may be directly liable for civil and/or criminal penalties or fines upon an intentional Breach of PHI, HIPAA, and/or breach of this Agreement.

7. Term and Termination.

   a. *Term.* This Agreement shall be effective as of the Effective Date, which shall be the date that the Service Agreement takes effect or upon Business Associate's receipt of any Protected Health Information, whichever is earlier. This Agreement shall terminate when all of the Protected Health Information provided by the Covered Entity to the 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 not feasible to return or destroy the Protected Health Information, protections are extended to such information in accordance with the termination provisions in this Section.

   b. *Termination for Cause.* Without limiting the termination rights of Covered Entity pursuant to this Agreement and the Service Agreement, and upon Covered Entity's knowledge of a breach of the Agreement or other Breach, the Covered Entity shall either:

      1. provide five (5) days for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the breach or end the violation within this time period; or
      2. immediately terminate this Agreement if there has been a breach and cure is not feasible, as determined by Covered Entity in its sole discretion;
      3. however, if neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

   c. *Effect of Termination*.

      1. Except as provided in Section 7(c)(2) of this Agreement, the Business Associate shall, at its sole cost and expense, return or destroy all Protected Health Information received from the Covered Entity, or created or received by the Business Associate for or on behalf of the Covered Entity. This provision shall also apply to Protected Health Information that is in the possession of any subcontractor or agent of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
      2. In the event that the Business Associate believes that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide written notice to the Covered Entity within five (5) days of the termination of this Agreement setting forth the conditions supporting Business Associate's belief that return or destruction of the Protected Health Information infeasible. If Covered Entity does not agree to Business Associate's belief in Covered Entity's sole discretion regarding the feasibility of return or destruction, then Business Associate shall return or destroy the Protected Health Information within ten (10) days of Covered Entity's request for such action. However, upon Covered Entity's sole determination that return or destruction of the Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

8. Damages. The Parties agree that the remedies at law for a breach by Business Associate of the terms of this Agreement or Breach of Protected Health Information may be inadequate and that monetary damages resulting from such breach may not be readily measured. Accordingly, in the event of a breach by either party of the terms of this Agreement, the other party shall be entitled to immediate injunctive relief. Nothing herein shall prohibit either party from pursuing any other remedies that may be available to either of them for such breach. In addition, in the event a Breach by Business Associate, or its agents or subcontractors, occurs, Business Associate shall, to the extent required by Covered Entity: (a) provide for such credit monitoring services as deemed appropriate by Covered Entity for at least twelve (12) months for individuals whose information may have been subject to the Breach; (b) provide for call center staffing and operations to the extent necessary to respond to inquiries by affected individuals during this period; (c) pay for any printing, mailing, postage, and other costs incurred by Covered Entity or others to send notifications of the Breach to affected individuals, media, or government authorities; and (d) to the extent reasonably practicable, determine the location of missing information and/or the party or parties that obtained or may have obtained unauthorized access to such information.

9. Indemnification. Business Associate shall defend, indemnify, and hold harmless the Covered Entity and its employees, agents, officers, directors, shareholders, members, parent companies, subsidiaries, affiliated entities, and entities under common control of Covered Entity, from and against any and all claims, causes of action, losses, liabilities, obligations, damages, costs, expenses, and attorneys' fees which the Covered Entity incurs or may incur, directly or indirectly, arising out of and/or related to, or as a result of, any Breach by Business Associate or Business Associate's agents or subcontractors, misuse of Protected Health Information, violation of HIPAA, and/or breach of this Agreement.

10. Miscellaneous.

    a. *Regulatory References.* Any reference made herein to any provision of law or regulation shall be a reference to such section as in effect or as amended.

    b. *Amendment.* This Agreement shall not and cannot be altered, amended, modified, or otherwise changed in any respect, except by the means of a written instrument executed by the Parties hereto. Business Associate agrees to take such action as is reasonably necessary to amend this Agreement to comply with the applicable state or federal laws rules, or regulations, including HIPAA, as Business Associate acknowledges that the rules and regulations are expanding and evolving.

    c. *Background Screening.* Business Associate warrants and represents that Business Associate has obtained, at Business Associate's own expense and in a manner compliant with all applicable state, federal and other applicable laws, a satisfactory background screening under commercially acceptable standards and business standards of reasonableness for all of its employees, agents, and subcontractors with access to any Protected Health Information, and that these individuals will have passed such background screening. Business Associate agrees to update such background screening upon request by Covered Entity.

    d. *Construction and Interpretation of Agreement.* This Agreement is a result of negotiation between, and preparation by, both of the Parties, and if it is determined that an ambiguity is contained herein, then such ambiguity shall not be construed against any party as the preparer hereof. Any ambiguity in this Agreement shall be resolved to permit the Parties hereto to comply with the Privacy Rule.

    e. *No Third Party Beneficiaries.* This Agreement is not intended to and does not create any rights or a private cause of action by any third party and is not intended for the benefit of any third party. There are no third party beneficiaries to or of this Agreement.

    f. *Successors and Assigns.* This Agreement and all rights and obligations hereunder shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Parties.

    g. *Survival.* The rights and obligations of Business Associate set forth in Section 7(c) hereof, and any other post-termination obligations of Business Associate, shall survive the termination of this Agreement.

    h. *Notices.* All notices which are required to be given hereunder shall be in writing and shall be mailed to the attention of the person signing the Service Agreement or as otherwise set forth in the Service Agreement.

i. *Headings.* The captions, headings and titles in this Agreement are solely for convenience and reference and shall in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

j. *Choice of Law.* This Agreement shall be governed, performed, interpreted, construed, and enforced in accordance with the laws of the State of Florida.

k. *Severability.* If any provision of this Agreement or application hereof is held or adjudged to be invalid or unenforceable, the invalidity shall not affect any other provisions or applications of this Agreement which can be given effect without the invalid provision or application. To this end, the provisions are severable.

l. *Waiver.* No failure or delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other further exercise thereof or the exercise of any other right, power or remedy under this Agreement. The rights provided hereunder are cumulative and not exclusive of any rights provided by law.

m. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, or the Privacy and Security Rules will be adequate or satisfactory for Business Associate's own purposes. Without limiting the terms of this Agreement, Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

n. *Entire Agreement.* This Agreement and the Service Agreement, including any exhibits, addenda, and amendments thereto, constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any prior or contemporaneous verbal or written agreements, communications and representations relating to the subject matter hereof.

o. *Assistance in Litigation or Administrative Proceedings.* Business Associate agrees to provide requested assistance to Covered Entity in the event of claims, litigation, or administrative proceedings that may arise against either of the Parties hereto based upon a claim of a violation of HIPAA.

SHENANDOAH LIFE INSURANCE COMPANY

Beneficiary Designation

This form is used to enable the Agent to designate a beneficiary to receive money due the Agent from the Company after the death of the Agent. Unless this form is completed and received by the Company prior to the Agent's death, money due the Agent posthumously under the contract shall be paid in the following order of preference:

1. The spouse of the Agent if he or she survives the Agent by more than 30 days; or
2. The Agent's estate, executors or administrators as determined by the Company.

The Agent should review the tax consequences of this designation with his or her tax advisor.

I designate the following as my beneficiary under my Agent Contract.

Name of **Beneficiary** _____ Relationship to Agent _____

Street Address _____

City, State, Zip _____

Name of **Contingent Beneficiary** _____ Relationship to Agent _____

Street Address _____

City, State, Zip _____

THIS DESIGNATION SUPERSEDES ANY PREVIOUS DESIGNATION

Name of Agent (please print) _____ Date _____

X _____ SIGN HERE

Signature of Agent _____ Witness _____

SHENANDOAH LIFE INSURANCE COMPANY

Administrative Office
PO Box 14207
Clearwater, FL 33766-4207
FAX: 866-545-4084

Check Deposit Authorization

I, the undersigned, do hereby authorize Shenandoah Life Insurance Company and its affiliates to deposit my check as indicated below. This authority is to remain in full force and effect until Shenandoah Life Insurance Company and its affiliates has received notification in writing from me of its termination in such time and in such manner as to afford Shenandoah Life Insurance Company and its affiliates a reasonable opportunity to act on it. In no event shall it be effective with respect to entries processed prior to receipt of notice of termination.

I understand, this is not an assignment of commissions. 1099's will continue to be issued to the commission owner.

A VOIDED CHECK MUST BE ATTACHED TO VERIFY ACCOUNT NUMBER.

☐ New or ☐ Change Account
(check one)

Name of Bank _____

Bank Routing Number _____

Checking Account No. _____

or

Savings Account No. _____

Is This Electronic Deposit For:

☐ Company or ☐ Individual
(check one)

Printed Name _____

Signature X _____ SIGN HERE

Tax ID or Social Security Number _____

PLEASE REMEMBER TO ATTACH A VOIDED CHECK TO VERIFY ACCOUNT NUMBER

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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.

☐ 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: 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.

☐ 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.) 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** ►

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.*