

INSTRUCTIONS

To insure proper commission payment, please complete and return the following requirements:

- Agent Profile
- Golden West Agent Service Agreement
- Business Associate Agreement
- Copy of current L&D license
- UNICARE Agent/Agency Appointment Form
- Copy of Errors & Omissions insurance face page
- W9 Form

Return all requirements to: Golden West Dental & Vision
 Attn: Marketing Department
 PO Box 5347
 Oxnard, CA 93031-5347

AGENT PROFILE

Please Type or Print

Agent Name:			
Business/Firm Name:			
Street Address	City	State	Zip Code
Mailing Address (if different than above)	City	State	Zip Code
Phone:	Fax:		
Pay commissions to: (Check appropriate box)			
<input type="checkbox"/> Agent		<input type="checkbox"/> Business/Firm	
Social Security #:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Tax ID #:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Life & Disability License #:	License Expiration Date:		

Additional information (optional):

E-Mail Address:	Web Site Address:
<input type="checkbox"/> I am interested in adding Golden West's products to my web site. <input type="checkbox"/> I am interested in setting up a web site link to Golden West's web site.	

For Golden West Administrative Use Only	
Agent Code	Effective Date

Appointing Party	
Agent Code	Effective Date

AGENT SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into effective as of the date set forth in the last paragraph of this agreement ("Effective Date"), between Golden West Health Plan, Inc./SmileChoice ("Plan") and the other party named signing this agreement ("Agent").

WHEREAS, Plan operates a dental & vision care service plan licensed under the Knox-Keene Health Care Service Plan Act of 1975 ("Knox-Keene Act") pursuant to which Plan contracts with groups and individuals to provide certain dental benefits to such groups and individuals ("Plan Agreement(s)").

WHEREAS, Plan desires to secure the services of Agent to assist in contracting with groups and individuals for enrollment in the Plan's dental care programs ("Programs").

WHEREAS, Agent desires to provide such services.

NOW, THEREFORE, the parties agree as follows:

I. OBLIGATIONS OF AGENT

- 1.1 Solicitation and Remittance of Premiums:** Agent shall, on behalf of Plan, solicit groups and individuals in an effort to enroll such groups and individuals in Plan's Programs. Agent shall have no authority to execute Plan Agreements on behalf of Plan. Agent shall promptly submit to Plan the originals of all Plan Agreements executed by groups or individuals. Agent shall inform all groups and individuals who execute Plan Agreements to submit premiums directly to Plan unless otherwise agreed by Plan and Agent. Agent shall immediately, and in no event later than the next business day, transmit to Plan any premiums received by Agent.
- 1.2 Knox-Keene Requirements:** Agent shall comply with all laws and regulations under the Knox-Keene Act applicable to agents and solicitors as may be in effect from time to time including, without limitation, the following:
- (a) Agent shall not distribute any written documentation that has not been approved by or provided by Plan.
 - (b) Agent shall not make any statement that is untrue, misleading, or deceptive or make any representations about coverage offered by the Plan or its Programs that do not conform to fact.
 - (c) Agent shall not offer or pay any remuneration or rebate of premium, whether directly or indirectly, to induce a group or individual to purchase a Plan Program.
 - (d) Agent shall, when presenting any Plan Agreement for examination by a group or individual, provide such group or individual with a copy of complete disclosure forms and marketing and enrollment materials. Plan shall provide blank disclosure forms to Agent.
 - (e) All funds received by Agent for the account of the Plan shall at all times be segregated from the assets of Agent and shall be promptly deposited to a trust account in a state or federal bank authorized to do business in California and insured by an appropriate federal insuring agency no later than the business day following receipt by Agent.
 - (f) All funds received by Agent for the account of Plan shall be transmitted to the Plan within five business days after such funds are received by Agent.
 - (g) Agent shall comply and shall cause its principal persons and employees to comply with all applicable provisions of the Knox-Keene Act and the regulations thereunder.
 - (h) Agent shall notify the Plan of the institution of any disciplinary proceedings against Agent or against any of its principal persons or employees relating to any license issued to any such person by the California Insurance Commissioner.

- (i) Agent shall accept funds only in the form of checks payable to Plan and shall forward such checks to the Plan by the close of the next business day.
 - (j) Agent shall not permit any principal person or employee of Agent to maintain an account with a financial institution for funds of the Plan, subscribers or subscriber groups except an account, which is in the name of and is under the control of the Plan.
- 1.3 **Modification to Plan Agreements:** Agent shall not, and shall have no authority to, alter any Plan Agreement or other Plan document including, without limitation, extending the time for paying premiums or waiving any term or provision of a Plan Agreement, without the express prior written consent of Plan.

II. **COMPENSATION**

- 2.1 **Monthly Commissions:** Plan shall pay to Agent monthly commissions ("Commissions") in an amount equal to the percentage(s) of premiums paid pursuant to plan Agreements procured by Agent as set forth in Agent Commission Schedule attached hereto and made part of this Agreement.
- 2.2 **Changes to Commission Structure:** Plan may change the rate of Commissions set forth in Agent Commission Schedule upon prior written notice to Agent and such change shall be effective on the date of such notice or any later date specified in the notice. Plan shall pay Agent Commissions only on premiums actually received by Plan. Commissions shall accrue and be payable to Agent by Plan during the term of this Agreement so long as Agent remains agent of record for a group or individual with a Plan Agreement, as determined by Plan.
- 2.3 **Payment of Commissions:** Plan shall calculate the amount of Commissions due and owing to Agent by Plan on a monthly basis. Any commissions accruing hereunder shall be payable in the month following the month of receipt of the premium by Plan. Notwithstanding any other provision of this Agreement to the contrary, Plan shall not make payments to Agent for any month in which the Commissions to Agent total less than One Dollar (\$1.00) until such time that the aggregate totals \$1.00. Agent shall have forty-five (45) days from Agent's receipt of a Commission payment during which to challenge the amount of such payment. Agent shall have forty-five (45) days from the due date of a Commission payment during which to challenge any non-payment of a Commission. If Agent does not challenge the amount of a Commission payment or the non-payment of a Commission within such forty-five (45) day period, Agent shall be deemed to have accepted the payment as payment in full of all Commissions owed to Agent by Plan for such payment and to have waived any right to challenge such amount of non-payment, as applicable, at a later date.
- 2.4 **Refunds:** In the event Plan, for any reason, refunds to any group or individual any premium for any Plan Agreement under this Agreement, the Agent shall refund to Plan, upon demand of Plan, any Commission received by Agent on such premium. Plan may offset the amount of any amounts owed by Agent to Plan under Section 2.3 against any amounts payable to Agent by Plan under this Agreement.

III. **TERM AND TERMINATIONS**

- 3.1 This Agreement shall be effective on the Effective Date and shall continue until terminated by either party in accordance with the provisions of this Agreement. This Agreement may be terminated by either party, without cause, upon thirty (30) days' prior written notice to the other party. Notwithstanding the foregoing, this Agreement may be terminated immediately by Plan upon the failure of Agent to comply with any provision of this Agreement. If Plan terminates this Agreement based on the failure of Agent to comply with any provision of the Agreement, Plan may in its sole discretion cease all Commission payments to Agent. If Plan terminates this Agreement without cause, Plan shall continue Commission payments to Agent so long as Agent remains agent of record for a group or individual with a Plan Agreement, as determined by Plan.

IV. **GENERAL PROVISIONS**

- 4.1 This Agreement permits the Agent to procure and submit to Plan applications for products offered by Plan. The Agent, acting as an independent contractor and not as an employee of Plan, is solely responsible for his/her actions. The Agent agrees to comply with the laws and rules of the State in which he/she transacts business.
- 4.2 Plan reserves the right to change the Agent Commission Schedule thereafter and to determine service fees for types of Plans not herein mentioned.

- 4.3 **Assignment:** Agent may not assign any rights or delegate any duties under this Agreement without the express prior written consent of Plan. Any unauthorized attempt to assign the Agreement by Agent shall constitute a breach of this Agreement by Agent and shall be null and void and of no force or effect.
- 4.4 **Entire Agreement:** There are no other agreements or understandings, written or oral, between the parties, regarding the subject matter of this Agreement other than as set forth in this Agreement.
- 4.5 **Amendments:** Except as otherwise provided in this Agreement, Plan may amend this Agreement at any time upon providing Agent thirty (30) days prior written notice.
- 4.6 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 4.7 **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of such counterparts shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of _____, 20____.

Sub-Agent

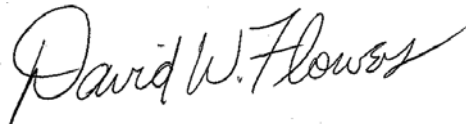
Please print name (as it appears on your Department of Insurance License)	
Sub-Agent Signature (as it appears on your Department of Insurance License)	Date
X	

Golden West Dental & Vision Regional Sales Manager

Please print name	
Signature	Date
X	

Agent's Agency

Please print name (as it appears on your Department of Insurance License)	
Agent's Signature (as it appears on your Department of Insurance License)	Date
X	



David Flowers
 Staff Vice President, Provider Networks and Business Solutions
 WellPoint Dental

Effective Date (to be completed by Golden West Dental & Vision)

AGENT COMMISSION SCHEDULE

Subject to the terms of the Agent's contract with the Plan (the Agreement), of which this is a part, the Plan shall pay to the Agent commissions calculated in accordance with the following percentages of the premium paid to the Plan.

Commissions payable, according to this Sales Compensation Plan, may be amended unilaterally by the Plan by notice, in writing, to the Agent in accordance with the agreement. Such amendment shall take effect at the time specified in the notice but in no event prior to 30 days from the time such notice was given. No such amendment shall affect commissions payable with respect to any Product issued upon application(s) taken prior to the effective date of such amendment.

GROUP DENTAL PLANS

PRODUCT	1 ST YEAR	2 ND YEAR	3 RD YEAR & THEREAFTER
Prepaid Dental Plans	10%	10%	10%
PPO/Indemnity*	10%	10%	10%

DENTAL PLANS FOR INDIVIDUALS AND ASSOCIATIONS

PRODUCT	1 ST YEAR	2 ND YEAR	3 RD YEAR & THEREAFTER
SmileChoice 100	25%	25%	25%
SmileChoice 200	10%	10%	10%

GROUP VISION PLANS

PRODUCT	1 ST YEAR	2 ND YEAR	3 RD YEAR & THEREAFTER
Vision Advantage	15%	15%	15%
90GE Vision	10%	10%	10%

This Agent Commission Schedule is part of the Agreement and incorporated therein.

*PPO/Indemnity dental products are underwritten by UNICARE Life & Health Insurance Company.



BUSINESS ASSOCIATE AGREEMENT REGARDING USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

This Agreement is entered into between _____
("Business Associate") and Golden West Health Plan, Inc. ("Plan").

WHEREAS, Plan may disclose to Business Associate an individual's health information in conjunction with services that are being provided by Business Associate to or on behalf of Plan that is confidential and must be afforded special treatment and protections.

WHEREAS, Business Associate will have access to and/or receive from Plan certain information that can be used or disclosed only in accordance with this Agreement, the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations ("CFR") and any applicable state privacy laws, rules and regulations.

NOW, THEREFORE, Business Associate and Plan agree as follows:

1. Definitions. Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in Title 45, Parts 160 and 164 of the CFR and are incorporated herein by reference.
2. Use and Disclosure of Protected Health Information. Business Associate shall use and/or disclose Protected Health Information ("PHI") only to the extent necessary to satisfy Business Associate's obligations under the Agreement. Business Associate is permitted to use or disclose PHI created for or received from Plan solely as necessary to provide dental, vision, and orthodontic plan sales, service, and administrative support for or on behalf of Plan.
3. Prohibition on Unauthorized Use or Disclosure of PHI. Business Associate shall not use or disclose any PHI received from or on behalf of Plan, except as permitted or required by the Agreement, as required by law or as otherwise authorized in writing by Plan. Business Associate shall comply with: (a) Title 45, Part 164 of the CFR; (b) State laws, rules and regulations applicable to PHI not preempted pursuant to Title 45, Part 160, Subpart B of the CFR or the Employee Retirement Income Security Act of 1974 (ERISA) as amended; and (c) Plan's health information privacy and security policies and procedures.
4. Business Associate's Operations. Business Associate may use PHI it creates or receives for or from Plan only to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose such PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:
 - (a) The disclosure is required by law; or
 - (b) Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:

- (i) Hold such PHI in confidence and use or further disclose it only for the purpose or which Business Associate disclosed it to the person or organization or as required by law; and
 - (ii) Notify Business Associate (who shall in turn promptly notify Plan) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
5. PHI Safeguards. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of Plan.
6. Electronic Health Information Security and Integrity. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) of the United States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted health information received from or on behalf of Plan pertaining to an individual. Business Associate shall document and keep these security measures current.
7. Protection of Exchanged Information in Electronic Transactions. If Business Associate conducts any Standard Transaction for or on behalf of Plan, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Business Associate shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of Plan that: (a) changes the definition, health information condition or use of a health information element or segment in a Standard; (b) adds any health information elements or segments to the maximum defined health information set; (c) uses any code or health information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or (d) changes the meaning or intent of the Standard's Implementation Specification(s).
8. Subcontractors and Agents. Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI received from, or created or received by Business Associate on behalf of Plan to agree to written contractual provisions that impose at least the same obligations to protect such PHI as are imposed on Business Associate by the Agreement.
9. Access to PHI. Business Associate shall provide access, at the request of Plan, to PHI in a Designated Record Set, to Plan or, as directed by Plan, to an individual to meet the requirements under Title 45, Part 164, Subpart E, Section 164.524 of the CFR and applicable state law. Business Associate shall provide access in the time and manner set forth in Plan's health information privacy and security policies and procedures (7 days).
10. Amending PHI. Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Plan directs or agrees to pursuant to Title 45, Part 164, Subpart E, Section 164.526 of the CFR at the request of Plan or an Individual, and in the time and manner set forth in Plan's health information privacy and security policies and procedures.
11. Accounting of Disclosures of PHI.
 - (a) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Plan to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.

- (b) Business Associate agrees to provide Plan or an individual, in the time and manner set forth in Plan's health information privacy and security policies and procedures, information collected in accordance with Section 11(a) above, to permit Plan to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.
 - (c) Business Associate (and any subcontractor or agent) must have available for Plan the disclosure information for the six (6) years preceding Plan's request for the disclosure information (except Business Associate need not have disclosure information for disclosures occurring before April 14, 2003).
12. Access to Books and Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of Plan available to Plan and to Department of Health and Human Services ("DHHS") or its designee for the purpose of determining Plan's compliance with the Privacy Rule.
13. Reporting. Business Associate shall report to Plan any use or disclosure of PHI not authorized by the Agreement, by law, or in writing by Plan. Business Associate shall make the report to Plan's Privacy Official not less than 24 hours after Business Associate learns of such unauthorized use or disclosure. Business Associate's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify the PHI used or disclosed; (c) identify who made the unauthorized use or received the unauthorized disclosure; (d) identify what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by Plan's Privacy Official.
14. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.
15. Termination for Cause. Upon Plan's knowledge of a material breach by Business Associate, Plan shall:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate if Business Associate does not cure the breach or end the violation within the time specified by Plan.
 - (b) Immediately terminate the Agreement if Business Associate has breached a material term of the Agreement and cure is not possible.
 - (c) If neither termination nor cure is feasible, Plan shall report the violation to DHHS.
16. Indemnity. Business Associate will indemnify and hold harmless Plan and any Plan affiliates, officers, directors, employees and agents from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any unauthorized or prohibited use or disclosure of PHI or other breach of this Agreement by Business Associate or any subcontractor, agent, person or entity under Business Associate's control.

17. Return or Destruction of Health Information.

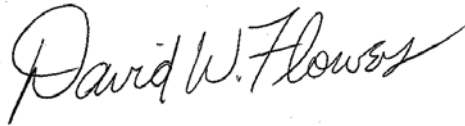
- (a) Except as provided in Section 17(b) below, upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate shall return to Plan or destroy all PHI received from Plan, or created or received by Business Associate on behalf of Plan within 30 days. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Plan notification of the conditions that make return or destruction infeasible. Upon verification by Plan that the return or destruction of PHI is infeasible, Business Associate shall extend the protections of the Agreement to such PHI and limit further uses and disclosure of PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

18. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by DHHS with respect to PHI, the Agreement shall automatically amend such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations.

The undersigned has caused this Agreement to be duly executed effective as of _____, 20__.

PLAN

By:



David Flowers
Staff Vice President, Provider Networks and Business Solutions
WellPoint Dental

BUSINESS ASSOCIATE

Agency Name: _____

Agency Address: _____

Phone #: _____

Signed By: _____

Print Name: _____

Title: _____

Date: _____



Agent/Agency Agreement and Application for Appointment

UNICARE Life & Health Insurance Company

Section 1. Agent/Agency Information (Please Print)

COMPANY NO. 368		MBU Golden West Dental		RSM/SALES REP
PLEASE DESIGNATE STATE IN WHICH YOU ARE REQUESTING APPOINTMENT.		ARE YOU A RESIDENT OF THIS STATE? <input type="checkbox"/> YES <input type="checkbox"/> NO		PLEASE CHECK APPROPRIATE ITEM: <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Please identify)
Full name of Agent or Agency Please note that name and Tax I.D. must correspond. Incorrect information may result in a withholding tax of 31% on commissions.			Federal Employer Identification Number (Tax I.D. Number) OR Social Security Number that corresponds to legal name as provided	
BUSINESS MAILING ADDRESS				
CITY		STATE		ZIP CODE
DATE OF BIRTH	PHONE NO. ()	FAX NO. ()	E-MAIL ADDRESS	
PHYSICAL BUSINESS ADDRESS (If different from business mailing address)				
CITY		STATE		ZIP CODE
RESIDENT MAILING ADDRESS (IF APPLICABLE)				RESIDENT COUNTY
RESIDENT CITY		STATE		ZIP CODE
BENEFICIARY	BENEFICIARY RELATIONSHIP	RESIDENT PHONE NO. ()	RESIDENT FAX NO. ()	

Section 2. Agent Qualifications

1. HAVE YOU EVER BEEN CONVICTED OF A FELONY INVOLVING FRAUD OR DECEIT? <input type="checkbox"/> NO <input type="checkbox"/> YES If yes, explain:
2. HAS YOUR AGENT'S LICENSE EVER BEEN SUSPENDED, REVOKED OR TERMINATED? <input type="checkbox"/> NO <input type="checkbox"/> YES If yes, explain:
3. ARE YOU CURRENTLY INVOLVED IN AN INSURANCE DEPARTMENT HEARING? <input type="checkbox"/> NO <input type="checkbox"/> YES If yes, explain:
4. DO YOU HAVE ERRORS AND OMISSIONS COVERAGE? <input type="checkbox"/> NO <input type="checkbox"/> YES Carrier Name: _____ Policy No: _____ Received Date: _____
5. DO YOU UNDERSTAND THAT REQUIREMENTS FOR MAINTAINING YOUR CONTRACT WITH UNICARE INCLUDE COMPANY AVERAGE PERSISTENCY, PROFITABLE LOSS RATIO AND PRODUCTION AS AGREED UPON WITH YOUR REGIONAL SALES MANAGER? (if applicable) <input type="checkbox"/> YES
6. DO YOU WANT YOUR NAME TO APPEAR IN COMPANY PUBLICATIONS? <input type="checkbox"/> NO <input type="checkbox"/> YES
7. I ACKNOWLEDGE THAT I HAVE READ AND WILL ABIDE BY THE UNICARE AGENT CODE OF ETHICS. <input type="checkbox"/> YES

Please Note:

This application cannot be processed unless all questions have been answered.
A copy of your license must be attached to this application.

(CONTINUED ON REVERSE SIDE)

Fair Credit Reporting Act: Public law 91-508 requires that we advise you that a routine inquiry may be made which will provide applicable information concerning character, general reputation, personal characteristics, and mode of living. Upon written request, additional information and scope of the report, if one is made, will be provided.

If an agency is applying, the agency warrants that and certifies that the individual signing on the agency behalf is authorized by the agency to complete and sign this agreement.

I, the undersigned applicant or individual on behalf of an agency applicant agree to the following:

This agreement consists of this Agent/Agency Agreement and Application for Appointment, the attached Terms and Conditions to the Agent Agreement, and attached commission schedule(s).

I acknowledge that I have personally read, understood and completed this Agent/Agency Agreement and Application for Appointment, the attached Agent Agreement Terms and Conditions, and attached Commission Schedule(s) in its entirety. I agree to all terms and conditions.

I hereby authorize UNICARE and/or its agents to make independent investigation of my background, references, character, past employment, education, criminal or police records including those maintained by both public and private organizations and all public records for the purpose of confirming the information contained on my Application and/or obtaining other information which may be material for my qualification(s) for appointment.

I release UNICARE and/or its agents and any person or entity, which provides information pursuant to this authorization from any and all liabilities, claims, or lawsuits in regards to the information obtained from any and all of the above referenced sources used.

I certify that all information that I have provided is true and correct to the best of my knowledge.

This Agreement is between the party listed as agent (below) and UNICARE Life & Health Insurance Company.

For Kentucky and Ohio Applicants only (required statewide background investigation information)			
MAIDEN NAME OR OTHER NAMES USED	DRIVER'S LICENSE NUMBER	STATE OF LICENSE	
Previous address if you have lived at your current address for less than 2 years.	CITY	STATE	HOW LONG?
RACE*	SEX*	DATE OF BIRTH*	

* NOTE: The above information is required for identification purposes only, and is in no manner used as qualifications for agent appointment. UNICARE is an equal opportunity employer and does not discriminate on the basis of Sex, Race, Religion, Age (40 and over), Handicap or National origin.

Agent

Please print name (as it appears on your Department of Insurance License)	
Agent Signature (as it appears on your Department of Insurance License)	Date
X	

UNICARE Regional Sales Manager

Please print name	
Signature	Date
X	

David Flowers
Staff Vice President, Provider Networks and Business Solutions

Effective Date (to be completed by UNICARE)

Under this agreement, and subject to all terms thereof, Agent is authorized to solicit applications for insurance from members of the general public for only those products specified herein written by UNICARE Life & Health Insurance Company.

ARTICLE I—TERM AND TERMINATION

- 1.1 This agreement shall become effective following execution by Agent and a duly authorized representative of UNICARE and on the date indicated as the effective date of this Agreement as indicated on the Agent/Agency Agreement and Application for Appointment and shall continue in effect until terminated as provided below.
- 1.2 Termination and Modification: This Agreement may be terminated without cause at any time by Agent or any UNICARE Entity by either party giving 30 days prior written notice thereof to the other party. The effective date of termination shall be the first day of the month following the 30 day notice period unless said notice specifies a later date. Any UNICARE Entity may modify this agreement upon 30 days prior written notification, but any such modification shall not affect Agent's rights in connection with business written with effective dates prior to the effective date of modification of this Agreement.
- 1.3 Termination for Cause: Any UNICARE Entity may terminate this Agreement immediately upon written notice to Agent at any time for Agent's material failure to comply with any provision of this Agreement (including any amendments), commission of fraud, dishonesty, breach of any fiduciary duty or if the agent commits any criminal act related to the conduct of UNICARE business. Agent's failure to comply with any provision of this Agreement shall, unless otherwise specifically provided, be material if UNICARE determines that such failure affects Agent's ability to perform under this Agreement. Termination for cause shall not be UNICARE's exclusive remedy, but shall be cumulative with all other remedies available by law or in equity. A failure to terminate this Agreement for cause shall not be waiver of the right to do so with respect to any past, current or future default.
 - b. Maintaining a working and current knowledge of UNICARE products and the ability to explain the benefits and or coverages.
- 2.3 Agent agrees to maintain such license as is necessary to transact business on behalf of each UNICARE Entity. Agent further agrees to notify each UNICARE Entity immediately of any expiration, termination, suspension or other action by the Department of Insurance, or any other governmental agency affecting said license(s). By entering into this Agreement, Agent represents that the license(s) of Agent has not previously been subject to suspension, termination or other disciplinary action by any governmental authority. By entering into this Agreement, Agent represents that Agent has never been convicted of a felony or a misdemeanor involving fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of any fiduciary duty. Agent further agrees to notify each UNICARE Entity in writing immediately upon receiving notice of any misdemeanor or felony charges or any actions including but not limited to convictions by any governmental agency for commission of any act involving fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of any fiduciary duty.
- 2.4 Agent agrees to comply with the rules of each UNICARE Entity relating to the completion and submission of applications, and to make no representation with respect to the benefits of any plan offered by each UNICARE Entity not in conformity with the material prepared and furnished to Agent for that purpose by UNICARE. Agent shall use best efforts to ensure that each application is fully and truthfully completed by the applicant and the completed application fully and accurately reflects and discloses the circumstances, including the health condition, of persons for whom coverage is sought in the application for coverage. Agent further agrees to inform every applicant that UNICARE will rely upon said health representations in the underwriting process, and that the subsequent discovery of material facts known to applicant and either not disclosed or misrepresented on the health statement may result in the rescission of any contract entered into by any UNICARE Entity, and that in no event will the applicant have any coverage unless and until it is reviewed and approved by the UNICARE Entity and a contract is issued, and that the UNICARE Entity may require a written waiver or a higher premium.
- 2.5 Agent is not authorized to, and agrees not to, enter into, alter, deliver or terminate any contract on behalf of any UNICARE Entity, extend the time payment for charges, or

ARTICLE II—OBLIGATIONS OF AGENT

- 2.1 Agent shall use best efforts to solicit from members of the general public application for Individual and Group Insurance identified in the agent commission schedule attached.
- 2.2 Agent will service UNICARE insureds issued through applications submitted by Agent or assigned to Agent by any UNICARE Entity. Such service will include but not be limited to, the following:
 - a. Acting as liaison between the insured and UNICARE if requested by any UNICARE Entity or the insured, and including but not limited to, assisting the insured to

bind any UNICARE Entity in any way without the prior written permission of the effected UNICARE Entity. Agent further agrees that each UNICARE Entity reserves the right to reject any and all applications submitted by Agent.

- 2.6 Funds received by Agent for or on behalf of any UNICARE Entity shall be received and held by Agent in a fiduciary capacity, shall be separately accounted for by UNICARE Entity, shall not be commingled by Agent with personal funds of Agent or other business accounts managed/ owned by Agent, and shall be remitted to the appropriate UNICARE Entity no later than 5 calendar days from the date of receipt.
- 2.7 Forms and Advertising: Agent agrees to use only such material as provided by UNICARE or approved in writing by UNICARE before use (including billing forms, all advertising, promotional materials, reprints and applications). Agent shall not make use of any advertisement or any other material in which the name or logo of any UNICARE Entity (or any other affiliate of UNICARE) is used without the UNICARE Entity's prior express consent.
- 2.8 Agent agrees to maintain complete and separate records for each UNICARE Entity (1) of all transactions pertaining to applications submitted to and accepted by each UNICARE Entity, (2) as may be required by the Department of Insurance or other governmental agency, (3) in connection with Agent's relationship with each UNICARE Entity. Any and all records described above or as may otherwise relate to Agent's activities in connection with UNICARE business shall be accessible and available to representatives of any UNICARE Entity who may audit them from time to time while this Agreement is in effect or within 1 year after termination of this agreement.
- 2.9 Agent agrees to obtain and maintain Errors and Omissions Insurance in force as may be required by law or as requested by UNICARE in an amount satisfactory to UNICARE and from a carrier satisfactory to UNICARE and proof of which will be supplied periodically to UNICARE upon request. The obtaining and maintenance of such coverage shall be a material requirement of this Agreement.
- 2.10 Agent agrees that each UNICARE Entity has the right to discontinue, to modify, or exercise all lawful rights in connection with, any of its benefit contracts, or programs without liability to Agent. Agent may sell only those products specifically authorized under section 2.1 hereof.
- 2.11 Agent shall seek compensation for performing under this Agreement only from the appropriate UNICARE Entity. Agent is an independent contractor and shall have no claim to compensation except as provided in this Agreement and shall not be entitled to reimbursement from any UNICARE Entity for any expenses incurred in performing this Agreement. Agent further agrees that to the extent of any indebtedness of Agent to any UNICARE Entity, the UNICARE Entity shall have a first lien against any commissions due Agent, and such indebtedness may be deducted at the UNICARE Entity's option from commissions due Agent.
- 2.12 Agent will treat as trade secrets any and all information concerning customers of UNICARE or its business,

products, techniques, methods, systems, price books, plans or policies; and Agent will not, during the term of this Agreement or at any time thereafter, disclose such information, in whole or in part, to any person, firm or corporation for any reason or purpose whatsoever, or use such information in any way or in any capacity other than as a sales agent of UNICARE in furtherance of UNICARE's interests. Upon the termination of this Agreement, or sooner if requested by any UNICARE Entity, Agent will immediately deliver to UNICARE any and all literature, documents, data, information, order forms, memoranda, correspondence, customer and prospective customer lists, customer orders, records, cards or notes acquired, compiled or coming into Agent's knowledge, possession, custody or control in connection with his activities as a sales agent or sales representative of UNICARE, as well as all machines, parts, equipment and other materials received by Agent from UNICARE or from any of its customers, agents or suppliers in connection with such activities.

ARTICLE III—OBLIGATIONS OF UNICARE

- 3.1 The appropriate UNICARE Entity will pay Agent first year and renewal commissions on the policies issued by such UNICARE Entity and produced by Agent and in the case of group business for which Agent has been designated "Agent of Record" in writing by the employer of the group on group business the Agent has produced and issued by a UNICARE Entity that Agent has produced and issued by each UNICARE Entity that Agent is authorized to market. Furthermore, each UNICARE Entity reserves the right, in its sole and absolute discretion, to refuse to recognize any change in "Agent of Record" designation by a group having coverage with UNICARE through an association having an arrangement with UNICARE. Any UNICARE Entity may modify or replace its commission schedule on 30 days prior written notice to Agent, and such modified or replacement schedule shall apply to all other policies effective following the effective date of such modification or replacement.
- 3.2 Renewal Commissions
Renewal commissions shall be payable to Agent by the appropriate UNICARE Entity as long as all the following conditions are satisfied:
- The UNICARE Entity retains policy in force produced by Agent (such retention being at the UNICARE Entity's option),
 - Agreement remains in effect, and
 - No other Agent is designated in writing as "Agent of Record," by the employer group.
- 3.3 Loss of Renewal Commissions:
- No further commissions shall be payable to Agent should any UNICARE Entity terminate this Agreement for cause.
 - No further commissions shall be payable if:
 - Agent fails to immediately remit to a UNICARE Entity any funds received on behalf of the UNICARE Entity;

- ii. Agent shall be indebted to any UNICARE Entity for more than 60 days,
 - iii. Agent purports to act, or represents that he is entitled to act in any way on behalf of any UNICARE Entity;
 - iv. Agent commits any act of fraud or dishonesty or breaches any fiduciary duty or does anything which would have been a material breach of this Agreement had this Agreement remained in effect; or
 - v. Agent fails to notify UNICARE of any change in address within 1 year.
- c. The provisions of paragraph 3.5b, above, shall survive termination of this Agreement.

3.4 The appropriate UNICARE Entity will pay to Agent compensation due within 30 days following the end of each calendar month based on premiums actually received and reconciled by that UNICARE Entity. If a return premium charge is due on Agent-generated business, the appropriate UNICARE Entity will charge back to Agent the amount of commission previously paid to Agent on the amount of returned premium charge.

3.5 Except to the extent responsibility is expressly and explicitly delegated under this Agreement, each UNICARE Entity shall be responsible for, and may exercise its discretion in connection with, all aspects of the underwriting and administration of any UNICARE products including, but not limited to, the following:

- a. the design, benefit configuration and rates of such products;
- b. the establishment of underwriting procedures and criteria to be used in the acceptance or rejection of risks; and the establishment and holding of reserves;
- c. the payment or denial of claims; and
- d. the preparation and issuance of policy contracts.

ARTICLE IV–DISPUTE RESOLUTION

4.1 UNICARE and Agent agree to meet and confer in good faith on all matters affecting this Agreement. The parties agree that any unresolved dispute will be resolved by binding arbitration administered by the American Arbitration Association in accordance with its commercial rules.

ARTICLE V–INDEMNITY

- 5.1 Neither UNICARE nor Agent shall be liable to any third party for an act or failure to act of the other party to this Agreement.
- 5.2 Agent agrees to indemnify and save each UNICARE Entity, including directors, officers and employees of each UNICARE Entity, harmless from any and all liability, losses, damages, costs or expenses arising out of any and every claim, demand, lawsuit or cause of action asserted against any UNICARE Entity by a third party, from which cause of action results from or arises in connection with any negligent or otherwise wrongful act or omission of Agent, or any breach of this Agreement, or any act, omission or

breach of any partner, director, officer, shareholder or employee of Agent. Such indemnity shall include within limitation, reasonable attorney fees and costs of litigation.

5.3 Each UNICARE Entity agrees to indemnify and save Agent, including directors, officers and employees of Agent, harmless from any and all liability, losses, damages, costs or expenses arising out of any and every claim, demand, lawsuit, or cause of action asserted against Agent by a third party, which claim, demand, lawsuit, or cause of action asserted against Agent by a third party, which results from or arises in connection with any negligent or otherwise wrongful act or omission of that UNICARE Entity, any breach of this Agreement, or any act, omission or breach of any director, officer or employee of that UNICARE Entity. Such indemnity shall include within limitation, reasonable attorneys fees and costs of litigation.

5.4 Should any UNICARE Entity and Agent each claim indemnity from the other and should it be determined that each is entitled to some indemnity from the other under the terms of this Agreement, then the amount of indemnity due from each to the other shall be determined according to comparative fault principles.

5.5 The obligations of this ARTICLE V will survive termination of the Agreement as to acts or omissions committed during the term of this Agreement.

ARTICLE VI–GENERAL PROVISIONS

6.1 UNICARE and Agent shall comply with all laws and regulations applicable to their businesses, their licenses and the transactions into which they enter.

6.2 **Confidentiality and Disclosure of Patient Information:** Agent, its sub-agents and employees (collectively, “Business Associate”) acknowledge that as a result of its relationship with UNICARE it may create, have access to or receive confidential protected health and non-public personal financial information (“PHI”), including, but not limited to, social security numbers, medical records and other individual member identifying information. Business Associate agrees that it: (a) will not use or further disclose PHI other than as permitted by this Agreement or required by law; (b) will protect and safeguard from any oral and written disclosure all confidential information, both medical and financial, regardless of the type of media on which it is stored (e.g., paper, fiche, etc.) with which it may come into contact; (c) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law; (d) will ensure that all of its subcontractors and sub-agents to which it provides PHI pursuant to the terms of this Agreement shall agree to all of the same restrictions and conditions to which Business Associate is bound; (e) will report to UNICARE any unauthorized use or disclosure immediately upon becoming aware of it; (f) will indemnify and hold UNICARE harmless from all liabilities, costs and damages arising out of or in any manner connected with the disclosure by Business Associate or its agents of any PHI; (g) make available PHI in accordance with 45 CFR § 164.254; (h) make available PHI for amendment and incorporate any amendments to PHI in accordance with

45 CFR § 164.526; (i) make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528; (j) make its internal practices, books and records relating to the use and disclosure of PHI received from or created for UNICARE available to the Secretary of Health and Human Services, governmental officers and agencies and UNICARE as required for purposes of determining compliance with 45 CFR §§ 164.500-534; (k) upon termination of this Agreement for whatever reason, Business Associate will return or destroy all PHI, if feasible, received from or created for UNICARE which Business Associate maintains in any form, and will retain no copies of such information, or if such return or destruction is not feasible, to extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; (l) will comply with all applicable laws and regulations, specifically including the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (45 C.F.R Parts 160-164), Title V of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et. seq.) and applicable state legislation and regulations, as amended from time to time, and (m) Business Associate will not develop any list, description or other grouping of individuals using financial information received from or on behalf of UNICARE, except as permitted by this Agreement or in writing by UNICARE. Business Associate recognizes that any breach of confidentiality or misuse of information found in and/or obtained from records may result in the termination of this Agreement and/or legal action. Unauthorized disclosure may give rise to irreparable injury to the member or to the owner of such information and accordingly the member or owner of such information may seek legal remedies against Business Associate.

If Business Associate and UNICARE exchange data electronically, Business Associate will comply, and will require any subcontractor or sub-agent involved in the electronic exchange of data, to comply with the following:

- a. Business Associate shall provide, and shall require its sub-agents and subcontractors to provide, security for all data that is electronically exchanged between UNICARE and Business Associate;
- b. Business Associate shall implement and maintain, and shall require its sub-agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between UNICARE and Business Associate, including access to data as provided herein; and
- c. Business Associate and any sub-agents and subcontractors shall keep all security measures current and shall document its security measures implemented pursuant to this section 6.1 in written policies, procedures or guidelines.

6.3 Agent agrees that in performing under this Agreement Agent is acting in a fiduciary capacity to UNICARE. Agent shall act in the best interest of UNICARE. Agent shall not

permit other interests, activities or responsibilities to interfere with faithful performance under this Agreement.

- 6.4 Neither this Agreement nor the right to receive money hereunder may be assigned without the prior written consent of UNICARE, and any assignment made contrary to this provision shall be void as to UNICARE. This Agreement is personal to Agent, and duties hereunder shall not be delegated or subcontracted by Agent. Agent shall not use sub-agents except in strict accordance with the paragraph below.
- 6.5 Subject to the following, Agent may use sub-agents in Agent's performance under this Agreement:
 - a. Agent must appoint with each UNICARE Entity those persons whom Agent intends to use as sub-agents, and Agent will not use, or will cease to use, any person as a sub-agent upon request by any UNICARE Entity.
 - b. Agent will ensure that any person used by Agent as a sub-agent in performance under this Agreement is properly licensed and fully qualified as necessary to act in such capacity. Agent shall at Agent's sole expense, file whatever documents with the Department of Insurance as are necessary for any sub-agent to lawfully act in that capacity. Furthermore, should any UNICARE Entity instruct Agent to discontinue the use of any sub-agent, Agent shall be responsible, at Agent's sole cost and expense, for filing any documents with the Department of Insurance as may be required to properly terminate a sub-agent's authority to so act.
 - c. Agent shall submit to UNICARE a sub-agent application for appointment which form shall be supplied by UNICARE; no other form will be acceptable. Agent shall be responsible for the accuracy and completeness of such application submitted and shall ensure that each person for whom such application is submitted shall have read, understood and personally signed such application.
 - d. Agent shall be responsible for the payment of any and all compensation, of whatever kind, including but not limited to, commissions, service fees or expense allowances due to or claimed by any sub-agent. Agent agrees to indemnify, defend and save each UNICARE Entity harmless from and against any claim for reimbursement, compensation or other payment made by a sub-agent including, without limitation, attorneys' fees and costs.
 - e. Agent shall be responsible for the appropriate training and guidance of sub-agents to the extent that sub-agents are used in the marketing of UNICARE products. Agent shall be responsible to each UNICARE Entity for the acts or omissions of sub-agents.
 - f. Agent agrees that Agent's obligation to procure and maintain a certain level of Errors and Omission Insurance in a form satisfactory to UNICARE, shall apply to sub-agents. Agent shall insure that each sub-agent used in the marketing of UNICARE's products maintains required E & O coverage.
 - g. Agent will assure that sub-agent complies with all terms imposed by this Agreement.

- 6.6 Any notice required from any UNICARE Entity under this Agreement shall be deemed given on the day such notice is deposited in the United States mail first class postage pre-paid and addressed to Agent at the address of the producer appearing on the records of UNICARE. Any notice required from Agent shall be deemed given on the day after such notice is deposited in the United States mail with first class postage pre-paid and addressed to UNICARE.
- 6.7 This Agreement is the entire contract between the parties on this subject matter and supersedes any and all prior understandings or agreements between the parties whether oral or in writing on this subject matter. Subject to UNICARE's right of modification set out in paragraph (1.2), no modification or amendment to this Agreement shall be effective unless it is in writing, attached to and made part of this Agreement and is executed by a duly authorized representative of Agent and by an officer of UNICARE.
- 6.8 Agent expressly agrees that this Agreement supersedes any prior agreement between Agent and UNICARE including business placed by Agent in UNICARE prior to the effective date of this Agreement. Agent agrees that Agent's rights to commissions in connection with business placed in UNICARE by Agent prior to the effective date of this Agreement will be determined in accordance with the terms of this Agreement.
- 6.9 In this Agreement the words "shall" and "will" are used in the mandatory sense. Unless the context otherwise clearly requires, any one gender includes all others, the singular includes the plural, and the plural includes the singular.
- 6.10 That fact that UNICARE may not have insisted upon strict compliance with this Agreement with respect to an act or transaction of Agent shall not relieve Agent from the obligation to perform strictly in accordance with the terms of this Agreement. With regard to any other act or transaction UNICARE shall at all times be entitled to expect Agent to perform strictly in accordance with terms of this Agreement.
- 6.11 Agent shall be an independent contractor of each UNICARE Entity, and nothing herein shall be construed as creating a relationship of employment or partnership.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. You must enter your individual name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the **business name** line.

Other entities. Enter your business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

Part I—Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

Note: Writing "Applied For" means that you have already applied for a TIN OR that you intend to apply for one soon.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed Form W-8 (certification of foreign status).

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to

persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

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

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

