

**RELIANCE STANDARD**

Life Insurance Company  
2001 Market Street, Suite 1500  
Philadelphia, PA 19103

**Agent Appointment Application**

**Agent Code #** \_\_\_\_\_

**Compensation Payable To:**

**Individual**

**Corporation**

**Section I - Individual**

**Writing Agent's Name:** \_\_\_\_\_  
*(As it appears on License)*

**SS #** \_\_\_\_\_ **Date of Birth** \_\_\_\_\_ **Home Phone #** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_  
If different from Home

**Cell Phone #** \_\_\_\_\_ **Email:** \_\_\_\_\_ **Fax #** \_\_\_\_\_

**Section II - Corporation**

**Corporate Officer Name:** \_\_\_\_\_

**Corporation Name:** \_\_\_\_\_  
*(As it appears on License)*

**Tax ID#** \_\_\_\_\_ **Business Phone #** \_\_\_\_\_

**Business Address:** \_\_\_\_\_  
\_\_\_\_\_

**LICENSE:** **Resident License State:** \_\_\_\_\_ **License #** \_\_\_\_\_

**BUSINESS EXPERIENCE:** *Employment history - Insurance related for the last 3 years*

<b>Employer:</b>	<b>City and State:</b>	<b>Position Held:</b>	<b>From:</b>	<b>To:</b>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

May we contact your present employer/carrier?

If any answer is "Yes", please provide a thorough explanation below.

1. Has any claim been made against you, your surety company or E&O Insurer arising out of your activities?
2. Are you in debt to any insurance company and/or agency?
3. Have you ever had any insurance agent, broker, or professional license revoked or suspended?
4. Have you ever been fined, had an administrative action, suspension of license or otherwise been reprimanded by any licensing authority for any of the licenses you've listed above?
5. Have you ever had a complaint filed against you by a state insurance department?
6. Have you ever been insolvent or filed suit for bankruptcy?
7. Are any collection accounts, judgments, liens or suits pending against you?

8. Have you ever been involved in any litigation?
9. Have you ever been convicted of a felony?
10. Have you ever been convicted of a crime involving dishonesty or breach of trust?
11. Have you ever been convicted of a violation of 18 USCA - 1033 (Crimes by or affecting persons engaged in the business insurance whose activities affect interstate commerce?)
12. Have you ever been known by another name (alias a.k.a.) other than the name you have indicated on this application?

**If additional space is required please attach on a separate document.**

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**FAIR CREDIT REPORTING ACT DISCLOSURE**

Pursuant to the Fair Credit Reporting Act§ (15 U.S.C. 1681 et seq.), Reliance Standard Life Insurance Company may request an investigative consumer report, which may include information as to your character, general reputation, personal characteristics and mode of living. Additional information is available at the Federal Trade Commission's website (<http://www.ftc.gov>). You have the right to make a written request within a reasonable period of time.

**VERIFICATION:**

I hereby certify that the foregoing statements are true and correct to the best of my knowledge and belief and I hereby grant authorization to Reliance Standard Life Insurance Company to verify such answers. I understand that any false statements on this application may be considered as sufficient cause for rejection of this appointment application or for termination if such false statement is discovered subsequent to my becoming appointed and contracted. I understand that, if necessary, more information may be required to complete my file.

I hereby authorize Reliance Standard Life Insurance Company to obtain an investigative consumer report on me, as defined under 1§ U.S.C. 1681a of the Fair Credit Reporting Act, which may include information as to my character, general reputation, personal characteristics and mode of living.

I agree that a photocopy, a fax or an email of this authorization shall be as valid as the original.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PRODUCER AGREEMENT  
SMALL GROUP PRODUCTS**

THIS AGREEMENT, made and effective the      day of      , 2013      between RELIANCE STANDARD LIFE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, (hereinafter called "the Company"),      ...., Agent Code #      (hereinafter called the "Producer").

WITNESSETH THAT: the parties in consideration of the mutual covenants and agreements herein contained, hereto intending to be legally bound agree as follows:

**1. APPOINTMENT**

A. The Producer is authorized by the Company to receive applications for insurance only from persons residing in a state where the Producer is properly licensed and appointed with the Company. The Company reserves the right to appoint other Master General Agents, General Agents and, Producers.

B. The Company may withdraw from any state or territory upon giving the Producer ninety (90) days prior written notice, unless circumstances require a shorter period. In no case will the notice period be less than thirty-one (31) days.

**2. RELATIONSHIP**

Nothing herein contained is intended to create the relationship of employer and employee between the Company and the Producer or the Company and any employee of the Producer. The Producer is hereby constituted and shall in all respects continue to be an independent contractor.

**3. AUTHORITY**

A. The Producer is only authorized to:

(1) Solicit applications for insurance that the Company is authorized to issue;

2) Collect the first premium on each insurance contract applied for and directly pay the same over to the Company, all premium payments shall be made by negotiable instrument or the equivalent from the applicant and made directly payable to the Company. Premium payments shall be forwarded to the Company within 5 days of receipt, or as soon as reasonably practicable, however, in no circumstance shall premium payments be held longer than 30 days

(3) Deliver all insurance as directed by the Company; and

(4) Provide quotations and issue proposals for the sale of insurance products in accordance with the Company's then in effect underwriting rules, using electronic rating programs supplied by the Company. The Producer shall not use rates other than those supplied by the Company without the Company's written authorization.

(5) Perform any act or duty which is specifically granted in writing by an officer of the Company authorized to do so.

B. Unless express written authority is obtained in advance from the Company, the Producer shall not have any authority to:

- (1) Deliver a policy more than 30 days after issuance;
- (2) Make, alter or vary any of the Company's contracts;
- (3) Incur any indebtedness or liability on behalf of the Company;
- (4) Waive any of the terms or conditions of any insurance contract;
- (5) Change or waive any of the Company's rates;

(6) Pay or allow another to pay or offer or allow as an inducement to any person to be insured repayment of premiums or any inducement whatsoever not specified in the policy or make any misrepresentation or incomplete comparison for the purpose of inducing a policyholder in this or any other Company to lapse, forfeit or surrender his/her insurance therein;

(7) Reinstate an insurance policy or contract;

(8) Collect any premium except the first premium payment for forwarding to the Company as described above;

(9) Endorse checks which were payable to or endorsed over to the Company by others;

(10) Advertise or publish any material concerning the Company or its policies without advance permission from an authorized officer of the Company in writing; issue any circulars or write any letters to any publication regarding the Company without first obtaining written approval of the Company; or

(11) Perform any act which is inconsistent with the express authority set forth in this Agreement.

#### **4. COMPENSATION**

A. Subject to the terms and conditions of this Agreement, the Company will pay to the Producer as compensation hereunder, commissions on premiums received by the Company on insurance issued upon applications procured on or after the effective date of this Agreement by the Producer in accordance with the Schedules attached hereto and made a part hereof.

B. The Company will pay the Producer commissions as provided herein on premiums which are actually due, collected and paid to the Company on insurance issued by the Company.

C. The Company may from time to time substitute new Schedules governing calculation of or payment of commissions ("Commission Schedules"). Any change in the rate of commissions, overrides and /or renewal commissions by virtue of any such new Schedules shall apply only to policies that are effective on or after the effective date of such new Commission Schedules.

D. Commissions payable hereunder shall not be affected by termination of this Agreement, except as set forth in Article 5. hereof.

## **5. TERMINATION FOR MISCONDUCT**

This Agreement and the agency relationship between the Company and the Producer shall terminate immediately upon the occurrence of the act or failure to act as specified below (whether then known or unknown to the Company). In the event that this Agreement is terminated by the Company pursuant to this Article 6, no further overrides or other compensation which would otherwise be payable hereunder shall be paid to the Master General Agent.

A. Failure to timely submit monies collected and owing to the Company or failure to timely distribute monies owing to policyholders or applicants or the misappropriation for the Producer's own use or for the benefit of others, funds of the Company or its policyholders or applicants.

B. Fraud, misrepresentation, or negligence in the performance of any duties imposed on the Producer under the terms of this Agreement.

C. Directly or indirectly, individually or through or with others, inducing or attempting to induce a policyholder to lapse or replace a policy in another insurer through misrepresentation or incomplete comparison of all the facts pertinent to the transaction.

D. Directly or indirectly, individually or through or with others, taking action, including any communication, which could be reasonably construed to suggest that any other Producer or Producer terminate or breach their Agreement with the Company, whether or not the other Producer or Producer terminates or breaches their Agreement.

E. Suffering the revocation or suspension of any license to act as an insurance agent or broker by the insurance department of any state.

F. Surrender of any license to the insurance department of any state, after the Producer had been cited for misconduct, to avoid a hearing or other regulatory action.

G. Failing to cooperate with the Company in the response to and/or handling of consumer complaints, insurance department inquiries or consumer inquiries.

## **6. RESPONSIBILITY**

The Producer shall have the following responsibilities:

A. The Producer shall be responsible for providing and maintaining all appropriate licensing required by the state in which the Producer is conducting business, for the Producer.

B. The Producer shall review all application materials for correctness and completeness prior to submission to the Company.

C. All Company material (whether in printed, electronic or other form) and equipment furnished the Producer by the Company are and shall remain the property of the Company. The Producer shall return all such materials to the Company upon demand or upon termination of this Agreement.

D. All premiums collected by the Producer shall constitute trust funds and shall not be subject to any use of the Producer whatsoever, but shall be transmitted forthwith to the Company. Any funds of the Company that are held by the Producer shall only be held with the written permission of the Company and shall be held separate and distinct from all other funds either

collected by or belonging to the Producer.

F. The Producer shall be responsible to the Company for all business produced by the Producer.

G. The Producer shall be responsible for the acts of the Producer's employees.

H. (1) The Producer accepts direct financial responsibility to pay and will, upon demand, pay or indemnify the Company for any and all expenses, costs, including attorney's fees, causes of action and damages resulting from, in consequence of or arising out of any breach of this Agreement.

(2) The Company will, upon demand, indemnify the Producer for any and all expenses, costs, including attorney's fees, causes of action and damages resulting from, in consequence of or arising out of any breach of this Agreement by the Company.

I. The Producer shall abide by such reasonable rules and regulations regarding the responsibilities of the Producer as are from time-to-time promulgated by the Company.

J. The Producer shall comply with all laws, regulations and licensing requirements in the jurisdictions in which the Producer shall solicit business, and failure to do so shall be grounds for immediate termination of this Agreement.

K. The Producer shall maintain Errors and Omissions (Professional Liability) Insurance in amounts and with insurance carriers acceptable to the Company.

L. Failure to comply with any of the foregoing provisions of this Article 7 will be cause for the automatic termination of this Agreement.

## **7. OFFSET OF COMMISSIONS**

The Company shall have the right to offset from (a) any and all commissions, bonuses and/or other compensation accruing under this Agreement and (b) any and all other receivables of any kind which may accrue or be owing to the Producer from the Company for the purpose of the recoupment of any debt or obligation of the Producer to the Company which may exist at any time, whether arising under this Agreement or otherwise.

## **8. TERMINATION**

A. The Producer or the Company may terminate this Agreement without cause, on the date specified in a written notice of termination. Such date shall not be less than thirty-one (31) days from the date the notice is mailed to the other party at such party's last known address.

B. In addition, the Company may terminate this Agreement after notice to the Producer upon occurrence of any of the following events:

(1) If the Producer has made material misstatements in the application for appointment as a Producer or in any other data submitted to the Company with regard to the appointment as a Producer;

(2) If the Producer is a corporation, upon the dissolution of the corporation or disqualification of the corporation to do business under applicable state laws;

(3) If the Producer violates any of the provisions of Article 3(B), Article 6 or Article 7; or

(4) If the Producer's license is suspended or revoked or is voluntarily surrendered to the appropriate governmental agency or authority.

C. The terms and provisions of 6(A) through 6(K) inclusive and Article 8 shall survive the termination of this Agreement until such time as all of the responsibilities and obligations of the Producer have been fulfilled and/or completed.

D. After the termination of this Agreement for any reason, the Producer shall:

(1) Immediately deliver to the Company all records described in Article 7(C) hereof and, in addition, all other records, Company material (whether in printed, electronic or other form) and all other documents and materials relating to the business of the Company or regarding any insurance or other policies of the Company which are then in-force;

(2) Refrain from persuading any Producer, Agent, Producer or employee of the Company to terminate or breach any agreement with the Company.

E. In the event the Company intends to terminate this Agreement for cause, it shall provide written notice of its intent to the Producer. The Producer shall have ten business days in which to respond to such notice. In the event that the Producer fails to respond within such period, or the response of the Producer is, in the Company's sole discretion, determined to be insufficient, such termination will be effective as of the date of such notice.

## **9. ASSIGNMENT**

No assignment of this Agreement or any compensation or rights and benefits accruing to the Producer hereunder shall be valid unless consented to in writing by the Company in advance. Such consent shall not be unreasonably withheld. All assignments shall be subject to all rights of the Company under the terms and provisions of this Agreement. The rights and duties of any assignee under an assignment authorized by the Company shall be subject to all the terms and provisions of this Agreement.

## **10. ENTIRE AGREEMENT - MODIFICATION**

This Agreement, the Schedules attached hereto, and any written Amendments or modifications shall be governed by and interpreted pursuant to the laws of the Commonwealth of Pennsylvania, and it shall constitute the entire Agreement between the parties hereto and supersedes all prior understandings and agreements. No oral agreement or representation concerning this Agreement shall be binding on the Company. Any waiver, alteration or modification of the provisions of this Agreement or replacement of this Agreement shall not be valid unless in writing, signed by both parties, approved by a Vice President of the Company and attached hereto. Any failure by the Company to insist upon strict compliance with the terms and conditions of this Agreement shall not be construed as a waiver thereof.

## **11. NOTICE**

Any notices required hereunder to be sent to either of the parties by the other hereto shall be deemed to have sufficiently been given, if mailed, to, GENERAL COUNSEL, RELIANCE STANDARD LIFE INSURANCE COMPANY, 2001 Market Street, Suite 1500, Philadelphia, PA 19103 and to the Producer at the address of the Producer set forth on the first page hereof, or such addresses as may be filed by either party with the other.

## **12. SEVERABILITY**

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

**13. JURISDICTION**

The Producer consents to personal jurisdiction existing in the Philadelphia County Court of Common Pleas and in the United States District Court for the Eastern District of Pennsylvania, in Philadelphia, Pennsylvania, for purposes of any litigation brought to enforce the provisions of this Agreement and for any other dispute arising between the Producer and the Company, including the need to enforce the following provisions which mandate that any claim by the Producer or Company under this Agreement or any dispute among the parties be arbitrated.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have affixed their respective hands and seals on the date set forth below.

**RELIANCE STANDARD LIFE  
INSURANCE COMPANY**

  
\_\_\_\_\_  
Authorized Representative

Christopher A. Fazzini  
Sr. Vice President, Sales and Marketing  
\_\_\_\_\_  
Printed Name and Title

DATE: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name and Title

DATE: \_\_\_\_\_



## SCHEDULE A

### SCHEDULE OF COMPENSATION RATES

The Producer shall be paid commissions as set forth below on earned and collected premiums on all policies produced by the Producer under this Agreement.

<b>Product Line</b>	<b>First Year</b>	<b>Renewal</b>
SmartChoice Life	15%	10%
SmartChoiceDental	10%	10%
SmartChoice Short Term Disability	10%	10%
SmartChoice Long Term Disability	15%	10%

For purposes of this Agreement, a Group Contract shall constitute a newly issued insurance policy in one of the Product Lines set forth above.

**PRODUCER**  
**HIPAA PRIVACY ADDENDUM**

This Producer Privacy Addendum (“Privacy Addendum”) is entered into between Reliance Standard Life Insurance Company or its affiliate, First Reliance Standard Life Insurance Company (collectively “Reliance Standard”) and an independent agent or broker appointed with Reliance Standard (“Producer”), and supplements and is made a part of the Commission agreement(s) (“Underlying Agreement(s)”) between the parties, and shall go into effect upon the signature of the Producer.

RECITALS

1. Reliance Standard is a Covered Entity under the Health Insurance Portability and Accountability Act (“HIPAA”) Privacy Standards (the “Privacy Standards”) and Security Standards (“Security Standards”).
2. Pursuant to the Underlying Agreement(s) between the parties, Producer is an agent of Reliance Standard for purposes of the marketing, sale and servicing of Reliance Standard’ dental and or eye care insurance products.
3. Producer, in the course of representing Reliance Standard, collects and has access to Reliance Standard customers' protected health information (“PHI”) and therefore Producer is considered a Business Associate as those terms are defined by Privacy Standards.
4. Both Reliance Standard and Producer recognize and respect the rights of individuals to have their PHI protected and are committed to complying with the Privacy Standards and Security Standards as provided for in this Privacy Addendum.

NOW THEREFORE, for and in consideration of the foregoing recitals and the mutual promises and covenants hereinafter contained, the parties agree as follows:

I. Definitions

A. Terms used, but not otherwise defined, in this Privacy Addendum shall have the same meaning as those terms in the Privacy Standards codified at 45 CFR Parts 160 and 164 and the Security Standards codified at 45 CFR Parts 160, 162 and 164.

B. Specific Definitions:

1. Electronic Media has the meaning in CFR §160.103, which is:
  - a. Electronic storage media including memory devices in computers (hard drives) and any removable or transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
  - b. Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet, leased lines, dialup lines, private networks, and the physical movement of removable or transportable electronic storage media. Certain transmissions, including paper, via facsimile, and via telephone, are not considered transmissions via electronic media because the information did not exist in electronic form before the transmission.
2. Electronic Protected Health Information (“EPHI”) has the meaning of 45 CFR § 160.103 and is defined as protected health information contained in or transmitted on electronic media received from us or created or received on behalf of us.
3. Protected Health Information (“PHI”) shall have the same meaning given to such term under the Privacy Standards, in 45 CFR Section 164.501 which is any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the

provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual.

4. Security Incident has the meaning in 45 CFR § 164.304, which is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.

## **II. Permitted Uses and Disclosures of PHI by Producer**

- A. Except as otherwise limited in this Privacy Addendum, Producer may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Reliance Standard as specified in the Commission Agreement(s), provided that such use or disclosure, if made by Reliance Standard, would not violate the Privacy Standards or the minimum necessary policies and procedures of Reliance Standard.
- B. Except as otherwise limited in this Privacy Addendum, Producer may use or disclose PHI for the proper management and administration of the Producer, or to carry out the legal responsibilities of the Producer, provided that the use or disclosure is required by law, or Producer obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person agrees to notify the Producer of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Producer may use or disclose PHI in order to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

## **III. Obligations and Activities of Producer**

- A. Producer agrees to not use or disclose (“PHI”) other than as permitted or required by this Privacy Addendum or as required by law.
- B. Producer agrees to:
  1. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, maintains, or transmits on behalf of Reliance Standard as required by the Security Rule;
  2. ensure that any agent, including a subcontractor, to whom it provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
  3. report to Reliance Standard any security incident of which it becomes aware.
- C. Producer agrees to promptly report to Reliance Standard any use or disclosure of PHI not provided for by this Privacy Addendum of which it becomes aware.
- D. Producer agrees to ensure that any subcontractor to whom it provides PHI agrees to the same restrictions and conditions that apply to Producer throughout this Privacy Addendum with respect to such information.
- E. Producer agrees to provide access to PHI at the request of Reliance Standard, within fifteen (15) days of such request, to Reliance Standard or, as directed by Reliance Standard, to an Individual in order to meet the requirements under 45 CFR §164.524.
- F. Producer agrees to make any amendment(s) to PHI that Reliance Standard directs or agrees to pursuant to 45 CFR §164.526 at the request of Reliance Standard, within fifteen (15) days of such request by Reliance Standard for such an amendment.

- G. Producer agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI created or received by Producer on behalf of Reliance Standard, available to Reliance Standard, or to the Secretary, within fifteen (15) days of such request, for the purpose of the Secretary determining Reliance Standard' compliance with the Privacy Standards.
- H. Producer agrees to document such disclosures of PHI and information related to such disclosures as would be required for Reliance Standard to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- I. Producer agrees to provide to Reliance Standard or an Individual, within fifteen (15) days of request by Reliance Standard, information collected in accordance with Paragraph III. H of this Privacy Addendum, to permit Reliance Standard to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

#### **IV. Obligations of Reliance Standard**

- A. Reliance Standard shall notify Producer of any limitation(s) in its notice of privacy practices, in accordance with 45 CFR §164.520, to the extent that such limitation(s) may affect Producer's use or disclosure of PHI.
- B. Reliance Standard shall notify Producer of any change in or revocation of permission by an Individual to use or disclose PHI to the extent that such change or revocation may affect Producer's use or disclosure of PHI.
- C. Reliance Standard shall notify Producer of any restriction to the use or disclosure of PHI that Reliance Standard has agreed to in accordance with 45 CFR § 164.522 to the extent that such restriction may affect Producer's use or disclosure of PHI.
- D. Reliance Standard shall not request Producer to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if used or disclosed by Reliance Standard.

#### **V. Termination**

- A. Breach. Without limiting the rights of the parties under the Commission Agreement(s), if a Producer violates a material term of the Privacy Addendum, Reliance Standard may at its option, terminate the Commission Agreement(s) with or without advance notice and with or without an opportunity to cure the breach.
- B. Effect of Termination.
  - 1. Except as provided in paragraph (2) of this section, upon termination of this Privacy Addendum, for any reason, Producer shall return or destroy all PHI received from Reliance Standard, or created or received by Producer on behalf of Reliance Standard. This provision shall apply to PHI that is in the possession of subcontractors or agents of Producer. Producer shall retain no copies of PHI.
  - 2. In the event that Producer determines that returning or destroying the PHI is infeasible, Producer shall provide to Reliance Standard notification of the conditions that make return or destruction infeasible. Upon Producer's notification to Reliance Standard that return or destruction of PHI is infeasible, Producer shall extend the protections of this Privacy Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Producer maintains such PHI.

#### **VI. Miscellaneous**

- A. Amendment. The Parties agree to take such action as is necessary to amend this Privacy Addendum from time to time as is necessary for Reliance Standard to comply with the

requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191. In such event, Reliance Standard shall provide Producer with a written amendment, which shall become effective and binding as provided for by its terms without further action and without necessity of any signatures, unless Producer provides Reliance Standard with written notice of objection thereto within thirty (30) days of receipt.

- B. Survival. The respective rights and obligations of Producer under Section III of this Privacy Addendum shall survive the termination of this Privacy Addendum.
- C. Interpretation. The provisions of this Privacy Addendum shall prevail over any provisions in any Commission Agreement(s) that may conflict or appear inconsistent with any provisions in this Privacy Addendum. This Privacy Addendum and any Commission Agreement(s) shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Standards. The parties agree that any ambiguity in this Privacy Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Standards.

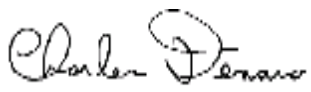
This PRODUCER PRIVACY ADDENDUM is agreed to by the Parties.

**RELIANCE STANDARD LIFE  
INSURANCE CORP.**

**PRODUCER**

on behalf of itself and its corporate  
affiliate, First Reliance Standard Life  
Insurance Corp. of New York

Corp. Name (if any) \_\_\_\_\_  
(print)

By:   
Charles Denaro

Producer Name \_\_\_\_\_  
(print)

Title: Officer  
\_\_\_\_\_

Agent # or SSN/TIN

Date: April 1, 2005 and after

Signed \_\_\_\_\_

Date \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

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

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).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

#### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### **Updating Your Information**

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

### **Penalties**

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

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

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

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

### **Specific Instructions**

#### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. 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 entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**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 tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

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

### Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

#### Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

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