

High/Low Commission Group Producer Agreement and Contract Application



Group Producer _____ Effective Date _____

This Group Producer Agreement ("Agreement") is between Union Security Insurance Company (the "Company") and the undersigned Group Producer and will be effective as of the Effective Date shown above.

1. DEFINITIONS

A. **Group Contract**, for purposes of this Agreement, is any insurance coverage underwritten and/or issued by the Company, on which Company has agreed to a High/Low Commission Structure. No dental insurance coverage underwritten and/or issued by Company or any prepaid dental plan (group and individual) provided by the Company, regardless of commission structure shall be a Group Contract subject to this Agreement. For purposes of this Agreement, participation-based commissions are not considered High/Low Commissions or a High/Low Commission Structure, and any insurance coverage underwritten and/or issued by the Company on which participation-based commissions apply shall not be a Group Contract subject to this Agreement.

B. **Group Producer**, for purposes of this Agreement, is any individual or firm including, but not limited to, an agent, broker, producer, writing agent, enrollment services company and its personnel, enroller, call center and its personnel and all such other persons engaged in the solicitation, negotiation, sale, or servicing of a Group Contract.

C. **High/Low Commission Structure** means commissions at the high level for the first year and commissions at the low level starting with the second year and thereafter.

D. **Premium or Premiums** are all payments made to the Company under a Group Contract, less the amount of any refunds of such payments.

E. **Policyholder** is the entity to which the Group Contract is issued.

F. **Participant** is an employer unit insured under a multiple employer group insurance trust or an association of individuals or an individual insured under a group insurance trust.

G. **Compensation** for purposes of this Agreement, shall be broadly construed to include, without limitation, all commissions, incentive compensation, fees including, but not limited to, enrollment, service, or other fees, awards, bonuses, gifts, prizes or any other forms of monetary and nonmonetary compensation, directly or indirectly related to the solicitation, negotiation, sale or servicing of Group Contracts.

H. **Insured Employee** is an eligible employee enrolled for coverage and insured under a Group Contract.

I. **Secured**, for purposes of this Agreement, means the acts associated with the solicitation and sale of coverage under a Group Policy to an Insured Employee.

2. **APPOINTMENT AND AUTHORITY** The Company appoints the Group Producer to solicit, negotiate, sell and service (all hereafter "Market(ing)(ed)") Group Contracts to Policyholders/Participants and their Insured Employees and to promptly forward to the Company all applications for Group Contracts and for Insured Employees, deliver Group Contracts and certificates issued on such applications, collect and send to the Company any deposit Premium for Group Contracts, and perform all other duties, terms and conditions as set forth in this Agreement. The terms, conditions, obligations and duties in this Agreement shall be performed only in the states in which the Group Producer is properly licensed and the Company is qualified to do business.

The Group Producer shall not, and shall ensure its Representatives, as defined in Section 3 below, do not accept risks, make, alter, discharge or reinstate any Insured Employee or Group Contract, waive any terms or provisions of

Insurance products are underwritten by Union Security Insurance Company (Kansas City, MO) and administered by Sun Life Assurance Company of Canada (Wellesley Hills, MA). In New York, insurance products are underwritten by Union Security Life Insurance Company of New York (Fayetteville, NY) and administered by Sun Life and Health Insurance Company (U.S.) (Lansing, MI).

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any Group Contract, incur any debt or liability against the Company, bring any legal proceeding in the name of the Company, cash or endorse checks payable to the Company or bind or commit the Company except as stated in this Agreement or otherwise expressly agreed to in writing by the parties, and no such authority shall be implied.

3. **DUTIES** The Group Producer agrees to 1) obtain and maintain for itself and to require that any employee, enroller, writing agent or other representative(s) including, but not limited to, third party Group Producers contracted by or acting on behalf of the Group Producer including any agents and subcontractors of the Group Producer (all hereafter "Representatives") engaged in the Marketing of Group Contracts to Policyholders/Participants and their Insured Employees obtain and maintain the proper licenses, bonds and insurance under applicable state laws and regulations; 2) cooperate with Company in securing the required appointments for itself and its Representatives; 3) conform to all current and future rules, practices and procedures of the Company regarding the conduct of its business; 4) hold in trust, account for and pay over to the Company daily any deposit Premiums received or collected on behalf of the Company; 5) fully comply at all times with all applicable federal and state laws, statutes, regulations, regulatory and judicial directives ("Applicable Law"); 6) cooperate with the Company in meeting any HIPAA and other privacy obligations; 7) not create, publish or use or cause to be created, published or used by Group Producer or any of its Representatives, in any medium, any advertising, promotion, solicitation, proposal or other materials that relate to the Group Contracts (collectively "Marketing Material") unless a copy of the proposed Marketing Material is approved by the Company prior to publication or use and that the distribution of such Marketing Material will comply with all current and future Company guidelines as may be posted at www.assurantemployeebenefits.com from time to time; and 8) immediately notify the Company of any felony conviction of the Group Producer which occurs prior to, on or after the date the Group Producer Contract Application was made, or if the Group Producer becomes aware that any of its Representatives has been convicted of a felony.

The Group Producer acknowledges that the Company relies upon its Group Producers and their Representatives for a careful and frank presentation of all the facts necessary for the proper underwriting, classification and acceptance of the requested coverages. In connection therewith, the Group Producer agrees, and shall cause its Representatives to: 1) give complete and accurate answers in the application(s) for coverage(s) and any associated forms; 2) promptly transmit to the Company any and all information that will enable the Company to determine if the Group Contract applied for should be issued by the Company and at what rate; 3) not deliver any policy or plan or other evidence of coverage or take any funds unless the applicant group or Insured Employee is in existence and there has been no change in the health or insurable condition of any member as originally represented to the Company to the best of the Group Producer's or its Representative's knowledge and belief.

The Group Producer shall, and shall cause its Representatives to maintain accurate records of all business obtained and monies received on behalf of the Company. Such records shall be open, for audit and/or examination, with the right to make copies, by authorized representatives of the Company including, but not limited to, the Company's internal and external auditors, and by authorized regulators upon request and during normal business hours, including any time following termination of this Agreement.

If the Group Producer is a partnership, corporation, limited liability company or a sole proprietor with writing agents, all applications for Group Contracts shall only be Marketed by individuals representing the Group Producer who are duly licensed under applicable insurance laws to secure such applications, who are appointed by the Company, and who indicate on each such application that it has been Marketed on behalf of the Group Producer. The Group Producer shall immediately notify the Company if the Group Producer becomes aware that any individual representing the Group Producer has been convicted of a felony.

4. **ELECTRONIC MARKETING** Group Producer agrees for itself, and will ensure that its Representatives conduct any Electronic Marketing in compliance with the Company's current and future guidelines and requirements as may be posted at www.assurantemployeebenefits.com from time to time. For purposes of this Agreement, Electronic Marketing means any Marketing activities that utilize any electronic medium including, but not limited to, voice, laptop, and internet.

Company reserves the right to change its Electronic Marketing guidelines and requirements at any time. Group Producer agrees, and shall cause its Representatives to regularly monitor, review and comply with Company's most current Electronic Marketing guidelines and requirements to meet its obligations under this Section 4.

5. COMPENSATION

A. General Provisions Except as otherwise provided herein, based upon the actual services performed, the Company may pay the Group Producer commissions or fees in connection with the Marketing of Group Contracts to Policyholders/Participants and their Insured Employees. All such commissions or fees will be paid at the rates as reflected in the Company's books and records. The Company may change, amend or supplement its High/Low Commission Structure or its fee structure at any time without prior notice.

The following provisions will also apply to commissions and fees payable under this Agreement: 1) commissions and fees will be paid by the Company at such times and according to such rules and practices as Company may establish from time to time; 2) in the event of an error in commission or fee payments, the Group Producer must notify the Company immediately and any adjustment, if necessary, will be made by Company in accordance with Company rules, practices and procedures; 3) commissions and fees otherwise payable will be paid as provided in this Section 5 while this Agreement remains in effect, and upon termination of this Agreement, no further commissions or fees shall be payable except as provided in Section 8 below; and 4) upon the death of the Group Producer, no further Compensation including, but not limited to, commissions, fees and vested commissions, shall be payable to the Group Producer, its executor or administrator.

B. Enrollment Duties In addition to the other duties and obligations under this Agreement, the following provisions will apply to the Group Producer's and its Representative(s)' performance of enrollment services under Group Contracts (without regard to whether any fees are paid in connection with those services): 1) Group Producer will, and will ensure that its Representatives abide by all Company rules, practices, procedures and guidelines and shall at all times accurately and fairly represent the coverages under the Group Contracts and the terms and conditions thereof; 2) Group Producer will, and will ensure that its Representatives refrain from coercive tactics or behaviors while performing enrollment services; and 3) Group Producer will, and will ensure that its Representatives will only Market the coverages under Group Contracts to such Insured Employees who are in existence and otherwise eligible to enroll for coverages under the Group Contract.

C. Enrollment Fees If enrollment fees are payable on a Group Contract, those fees will be paid on the following basis: 1) enrollment fees will be paid to the Group Producer who performs enrollment services by Marketing the insurance coverages under Group Contracts to Insured Employees of Policyholders/Participants; 2) enrollment fees will be payable for services performed in connection with the initial enrollment under a Group Contract; 3) for any subsequent enrollment event under the Group Contract, enrollment fees may be paid in accordance with Company rules, practices and procedures; and 4) any enrollment fees payable shall be paid at such times and such manner as provided in Company rules, practices and procedures.

D. Commissions Commissions on a Group Contract shall be paid on the following basis:

Except as otherwise provided herein, the Company will pay to the Group Producer commissions on Premiums received by the Company for each Insured Employee and Insured Employee's dependent under a Group Contract subject to this Agreement. No commissions will be payable on any Premium waived by the Company under the provisions of any of its Group Contracts except as the Company may determine.

Except as provided below, the following provisions will also apply: 1) commissions shall be payable to the Group Producer that Secured the application of an Insured Employee or Insured Employee's dependent(s) under the Group Contract and who has performed such other duties as may be necessary to place the coverage in force or to service the Group Contract; provided, such Group Producer is recognized by the Policyholder/Participant at the time the required activities take place, 2) commissions on Premiums received shall be paid to the Group Producer only if, at the time the commissions become payable, the Group Contract is being serviced to the satisfaction of the Company and/or the Policyholder/Participant as determined by the Company, and 3) commissions will be paid to any successor Group Producer of record on a Group Contract as provided herein; except, that a successor Group Producer of record on a Group Contract shall not be entitled to commission until such time as the Vested Period of the replaced Group Producer of record ends.

E. Vested Commissions.

Vested Period. Except as otherwise agreed to in writing by the Company, the Vested Period shall be as described herein. Vested commissions will be payable to the Group Producer of record on the Group Contract who Secured the

application for coverage or the application for an increase in coverage for the Insured Employee or for such Insured Employee's dependent(s), for the first 12 consecutive months that such Insured Employee or such Insured Employee dependent(s) is continuously insured under the Group Contract, or for the first 12 consecutive months after such Insured Employee's application for an increased amount of coverage or his/her dependent(s) is approved; provided, such Insured Employee or such Insured Employee's dependent(s) remains continuously insured under the Group Contract for that 12-month period ("Vested Period.") For an Insured Employee who initially applies for coverage for either such Insured Employee or such Insured Employee's dependent(s) under a Group Contract, the Vested Period will commence as of the date the Insured Employee's or such Insured Employee's dependent(s) initial application for coverage under the Group Contract is approved by the Company. For an Insured Employee who applies for an increase in his/her coverage or such Insured Employee's dependent(s)' amount of coverage under a Group Contract, the Vested Period will commence as of the date the Insured Employee's or such Insured Employee's dependent(s)' application for increased coverage under the Group Contract is approved by the Company.

Vested Commission for Increases. For approved increases in coverage for either an Insured Employee or such Insured Employee's dependent(s) under a Group Contract, only the commission on the premium associated with such increase shall be vested for the Vested Period. Increases in any coverage amount under the Group Contract shall not include any increase due to a cost of living increase under the Group Contract, salary increase, or any other increase that does not arise from an Insured Employee's application to Company to increase the Insured Employee's or such Insured Employee's dependent(s) coverage under a Group Contract. If an Insured Employee decreases a previously increased amount of coverage for him/herself or his/her dependent(s) during a Vested Period for such increase, commissions will be paid on the decreased premium; provided, that some portion of the previously elected increase continues. If as the result of the decrease, the coverage for such Insured Employee or such Insured Employee's dependent(s) reverts to the same level of coverage in effect prior to the increase, the Vested Period will end and no further vested commission shall be payable on the previously elected increase.

No Vesting for Conversion or Ported Coverage. Conversion or porting of an Insured Employee's or an Insured Employee's dependent(s)' coverage under a Group Contract will not continue a Vested Period or start a new Vested Period. If an Insured Employee or an Insured Employee's dependent(s) converts or ports his/her coverage during the Vested Period, vested commissions will end as of the effective date of the converted or ported coverage.

Change of Group Producer of Record during Vested Period. A change in the Group Producer of record for the Group Contract during a Vested Period shall not interrupt that Vested Period for the replaced Group Producer of record; provided, that the Insured Employee's or such Insured Employee's dependent(s)' coverage under the Group Contract remains continuously in effect and vested commissions apply to that coverage.

When Vested Commissions End. Vested commissions shall immediately cease upon occurrence of the earliest of the following events: 1) upon termination of an Insured Employee's or an Insured Employee's dependent(s) coverage under a Group Contract; 2) at the end of a Vested Period; 3) upon termination of the Group Contract regardless of the fact that such event may occur during a Vested Period; or 4) the death of the Group Producer.

Commissions After Vested Period Ends. Upon the end of a Vested Period, any payable commissions will be paid, at the rate reflected in the Company's books and records, to the Group Producer of record on the Group Contract at the time the commission becomes payable; provided, that such Insured Employee's or such Insured Employee's dependent(s)' coverage under such Group Contract remains continuously in effect.

Examples of Vested Commission Rules. For clarity and for illustrative purposes only, the following examples are provided: Assume an Insured Employee A initially enrolls for coverage under a Group Contract that becomes effective January 1, 2010. Group Producer B is the Group Producer of record who Secured A's application for coverage. Group Producer B is entitled to vested commissions for the first 12 months that A's coverage remains continuously in effect. If A drops coverage in March 2010, no further vested commissions will be payable for A's coverage to Group Producer B.

Assume that A's coverage remains in effect and that as of January 1, 2011, A increases his benefit amount through Group Producer C who replaced Group Producer B as the current Group Producer of Record. Group Producer C is entitled to vested commissions on the premium associated with such increase Secured by Group Producer C for the first 12 months that A's increase in benefit amount remains continuously in effect. Group Producer C is also entitled to any renewal commission payable based on the premium for A's coverage prior to the increase. Group Producer B is not entitled to any further commission related to A's coverage.

Assume that A also added coverage for one dependent for the first time, effective as of January 1, 2011, Secured by Group Producer C. Group Producer C is entitled to vested commissions for the first 12 months that A's dependent coverage remains continuously in effect.

Assume that in March 2011, A decreases the amount of his coverage back to the initial amount in effect on January 1, 2010, but keeps his dependent insurance at its current level. The Vested Period and the vested commissions relating to A's increase in benefit amount will immediately end. Vested commissions will continue to be payable for the first 12 months that A's dependent coverage remains continuously in effect. Group Producer C continues to receive renewal commission on A's original amount of coverage, but those commissions are not vested.

F. Commissions on Conversion or Ported Coverage. No commissions, vested or renewal, or other Compensation will be paid upon an Insured Employee or such Insured Employee's dependent(s) conversion or ported coverage under a Group Contract, or as the result of a Group Contract plan change.

G. Commissions on Adjustments. Commissions, if any, on reinstatements and Premium adjustments will be paid in accordance with Company rules and practices in effect at the time of the occurrence of any such event.

H. Compensation Paid in Error. Compensation paid in error or paid on monies refunded by the Company for any reason shall be repaid by the Group Producer to the Company on demand by Company, whether or not this Agreement has terminated. The Group Producer agrees to accept the decision of the Company in all such cases as binding and conclusive.

6. **INDEBTEDNESS** Compensation payable under this Agreement or any other agreements with the Company shall be subject to offsets to repay any indebtedness or claims due, or which may become due at any time from the Group Producer to the Company. The Company will have a first lien on all such compensation or claims as security for the payment of any and all debts or claims, and the Company will have the right, without any requirement that it first obtain the Group Producer's consent or give the Group Producer notice, to deduct any monies so due from such compensation.

This lien and assignment will not be extinguished by the termination of this Agreement and will be binding on the executors, successors, administrators or assigns of the Group Producer. Upon termination of this Agreement, all monies and indebtedness due the Company will be payable immediately upon demand. Section 6 shall survive the termination of this Agreement.

7. **COMPANY PROPERTY** Policyholder/Participant and Insured Employee records, premium records, all printed or electronic matter, or other materials prepared or furnished by the Company are the property of the Company ("Company Property") and the Group Producer shall be responsible for any misuse thereof by Group Producer or any of its Representatives. Company Property shall be promptly returned to the Company upon Company's written request. In addition, upon termination of this Agreement, all Company Property shall be immediately returned to the Company. Section 7 shall survive the termination of this Agreement.

8. **TERM AND TERMINATION** This Agreement shall be effective for Insured Employees and their dependent(s) coverages with effective dates on and after the Effective Date of this Agreement and shall continue until terminated in accordance with this Agreement. This Agreement shall terminate immediately without any other cause and without notice upon 1) the death of the Group Producer; 2) commission by the Group Producer of a criminal, fraudulent, or dishonest act; 3) failure of the Group Producer to obtain and maintain a license, bond, or insurance as required by law; 4) failure of the Group Producer to comply with the terms and conditions of this Agreement; or 5) if Group Producer is a partnership, corporation, limited liability company or sole proprietor, this Agreement shall terminate upon the sale, merger, dissolution, bankruptcy or other transfer of ownership (whether in whole or in part) of the Group Producer.

This Agreement may also be terminated by either the Group Producer or the Company with or without cause by giving written notice to the other in advance of the termination date.

No other commissions vested or otherwise, shall be paid to the Group Producer after the termination date of this Agreement except for the commissions earned by the Group Producer prior to such termination date, unless otherwise prohibited by Applicable Law.

Upon termination of this Agreement, Group Producer agrees not to resist or impede Company's access to its Policyholders/Participants or their Insured Employees. This obligation shall survive the termination of this Agreement.

9. **RELATIONSHIP** The Group Producer is an independent contractor and nothing in this Agreement shall be construed as establishing the relationship of employer and employee between the Company and the Group Producer or any Representative of the Group Producer, or any other person under the supervision of the Group Producer. The Group Producer assumes responsibility for all taxes and/or financial obligations of an independent contractor and will not in any claim against the Company or in the determination of eligibility for any benefits, assert the status of an employee of the Company.

The Group Producer acknowledges that the responsibility for paying any self-employment taxes is that of the Group Producer and that the Company does not treat the Group Producer as an employee for federal, state and local tax purposes. Section 9 shall survive the termination of this Agreement.

10. **ASSIGNMENT** No assignment of this Agreement or the Compensation payable hereunder will be valid unless authorized and approved in advance in writing by an officer of the Company. The Company does not assume responsibility for the validity or sufficiency of any approved assignment. Any such assignment will be subject to and subordinate to any and all indebtedness of the Group Producer to the Company. Section 10 shall survive the termination of this Agreement.
11. **AMENDMENT** No modification of this Agreement will bind the Company unless it is made in writing and executed by an officer of the Company.
12. **HOLD HARMLESS** The Group Producer agrees to indemnify and hold harmless the Company, its directors, officers, employees, agents, affiliates, successors, and assigns from and against all liability, losses, expenses, causes of action, claims, costs, fees (including, but not limited to, attorneys' fees, and expert witness fees) and any damages arising in connection with or arising out of any Group Contract, this Agreement or otherwise resulting from 1) the acts, omissions, or misconduct of the Group Producer, or any of its Representatives or agents; 2) a breach of this Agreement; 3) a breach of Applicable Law, and 4) claims or government investigations that the Group Producer, its Representatives or agents have violated Applicable Law. Section 12 shall survive the termination of this Agreement.
13. **PRIOR AGREEMENTS** This Agreement constitutes the entire agreement between the Group Producer and the Company with respect to the Group Contracts subject to this Agreement and supersedes all prior agreements with the Company relating to Insured Employees' and such Insured Employees dependent(s)' coverages under Group Contracts on which Company has agreed to a High/Low Commission Structure. This Agreement shall apply to Insured Employees' and such Insured Employees dependent(s)' coverages under Group Contracts issued on applications Marketed by Group Producer on and after this Agreement's Effective Date. All of the terms and conditions of any prior agreements with the Company, shall continue to apply to all Group Contracts issued on applications Marketed while those agreements were in effect, except that Section 15 shall apply to all Group Contracts without regard to when the applications for Insured Employees and such Insured Employees dependent(s) were Marketed.
14. **BENEFICIARIES** Upon the death of a Group Producer, any Compensation payable to the Group Producer that has not been paid at the time of the Group Producer's death shall be paid to the Group Producer's executor(s) or administrator(s). The rights of any executor or administrator shall be subject to the terms of this Agreement, any applicable prior agreement and the rights of any assignee under such agreements, and no such assignment shall require the consent of any executor(s) or administrator(s). No other Compensation shall be payable to the Group Producer or the Group Producer's executor(s) or administrator(s) after the death of the Group Producer. Section 14 shall survive the termination of this Agreement.
15. **DISCLOSURE OF COMPENSATION** The Group Producer agrees, and shall cause its Representatives to disclose as part of the Marketing or renewal of each potential and existing Policyholder/Participant, and whenever requested by a potential or existing Policyholder/Participant, the existence, amount and components of any commissions, enrollment fees or other Compensation the Group Producer is eligible to receive in connection with the Marketing of Company's Group Contracts.
16. **USE AND DISCLOSURE OF COMPANY INFORMATION** The Group Producer shall, and shall cause its Representatives to use and disclose the Company's confidential and proprietary information only for the purposes for which it was disclosed and shall not reuse or further disseminate or disclose such information without the prior

written consent of the Company, or as otherwise required by Applicable Law. Section 16 shall survive the termination of this Agreement.

17. **PRIVACY** In addition to the confidential and proprietary information described in Section 16 above, Company may, from time to time, disclose certain other information that it considers confidential. This confidential information can include any customer or consumer personal or health information as may be defined in Exhibit A, which is attached to this Agreement and incorporated herein by reference or by applicable privacy laws or regulations ("Confidential Information"). Group Producer agrees, and shall cause its Representatives, to use the Confidential Information only for the purposes for which it was disclosed and not to further disseminate or disclose this Confidential Information to other third parties, without the prior written approval from Company or as otherwise required by law, unless such disclosure is necessary for Group Producer to meet its contractual obligations and that third party is similarly bound by the same privacy standards in its handling of Confidential Information. Further, Group Producer agrees, and shall cause its Representatives, where legally required, to comply with all applicable privacy laws, including, but not limited to, 1) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rule"), 2) the Gramm-Leach-Bliley Act ("GLB"), 3) any and all applicable state privacy and security laws, and 4) any and all privacy and security rules and regulations promulgated in conjunction with applicable federal and state privacy laws. Group Producer agrees, and shall cause its Representatives to cooperate with Company to ensure its privacy and security compliance and to establish and maintain procedures reasonably designed to assure the security of all Confidential Information. In the event of a security breach, Group Producer agrees, and shall cause its Representatives to immediately notify Company and shall immediately act to rectify any such breach in cooperation with Company. Group Producer further agrees, and shall cause its Representatives to comply with the provisions of Exhibit A as well as any future modifications to Exhibit A which may be posted at www.assurantemployebenefits.com from time to time. All such future modifications to Exhibit A shall be incorporated by reference herein as of the date posted on the website. Group Producer agrees, and shall cause its Representatives to regularly monitor, review and comply with the most current Exhibit A to meet the obligations of this Section 17. Section 17 and Exhibit A shall survive the termination of this Agreement.

18. **GENERAL PROVISIONS** The following shall apply to this Agreement.

- A. As the context requires herein, words in the singular include the plural and words of the masculine gender include the feminine and the neutral.
- B. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.
- C. The failure of the Company to enforce any provision of this Agreement shall not constitute a waiver by the Company of any such provision. The past waiver of a provision by the Company shall not constitute a course of conduct or a waiver in the future of the same provision.
- D. The headings of the Sections herein are only inserted as a guide to assist in the location of the Sections and are not to be construed as any indication of the meaning or content of such Sections.
- E. No ambiguity or uncertainty herein shall be construed or resolved against the Company whether under any rule of construction or otherwise.

19. **CERTIFICATION** The Compensation described in this Agreement constitutes the full consideration payable to the Group Producer by the Company under any Group Contract. I hereby certify that I have read this Group Producer Agreement and the Group Producer Contract Application and that all of my answers and statements are true and correct to the best of my knowledge and belief.

Group Producer _____
PLEASE PRINT OR TYPE NAME IN WHICH AGREEMENT IS TO BE HELD. SIGNATURE DATE

Union Security Insurance Company Official _____
SIGNATURE TITLE DATE

SIGNATURE TITLE DATE

Exhibit A

For purposes of this Exhibit A,

Breach shall have the same meaning as specified in 45 CFR § 164.402, as may be amended.

Electronic Protected Health Information ("EPHI") shall have the same meaning as specified in 45 CFR § 160.103, as may be amended, limited to all such information relating to the Company's customers, applicants or claimants that Group Producer may receive, review, create, transmit, observe, or otherwise have an opportunity to use or disclose while performing its obligations under this Agreement or the underlying Arrangement.

Protected Health Information ("PHI") shall have the same meaning as specified in 45 CFR § 160.103, as may be amended, limited to all such information, regardless of its form, relating to the Company's customers, applicants or claimants that Group Producer and/or its Representatives may receive, review, create, transmit, observe, or otherwise have an opportunity to use or disclose while performing its obligations under this Agreement or the underlying Arrangement. PHI includes EPHI as defined above.

Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, subparts A and E and any subsequent amendments including, but not limited to, the Omnibus Rule.

Secretary shall mean the Secretary of Health and Human Services (HHS) or any HHS officer, employee, or agent to whom the Secretary delegates authority.

Security Incident shall have the same meaning as specified in 45 CFR § 164.304, as may be amended.

Security Rule shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and C and any subsequent amendments including, but not limited to, the Omnibus Rule.

Subcontractor shall have the same meaning as specified in 45 CFR § 160.103, as may be amended, limited to a Subcontractor to whom Group Producer delegates a function, activity, or service that is necessary for Group Producer to meet its obligations for or on behalf of Company under the terms of this Agreement or the underlying Arrangement.

1. Obligations and Activities of Group Producer and its Representatives

- a. **Confidentiality of PHI.** Group Producer and its Representatives agree to not use or disclose PHI other than as permitted or required by this Agreement or as required by law. Group Producer shall not, and shall not cause its Representatives to, at any time, access any PHI for any purpose other than those specifically authorized by Company or required by law.
- b. **Permitted Uses and Disclosures.** Except as otherwise provided in this Agreement, Group Producer shall, and shall cause its Representatives to use and disclose PHI solely for meeting its obligations and performing any functions, activities and/or services for or on behalf of Company under the terms of this Agreement or as allowed or required by law. In addition, Group Producer and/or its Representatives may use or disclose PHI in the following instances:
 1. Use PHI as necessary for the proper management and administration of Group Producer.
 2. Disclose PHI as necessary for the proper management and administration of Group Producer or to carry out the legal responsibilities of Group Producer and/or its Representatives, provided that: (1) the disclosure is required by law; or (2) Group Producer and/or its Representatives obtain reasonable assurances from the third-party who receives the disclosed PHI that the confidentiality of the PHI will be maintained, that PHI will be further disclosed only as required by law or for the purpose for which it was disclosed, and that third-party will notify Group Producer and/or its Representatives of any breaches of confidentiality of PHI.
- c. **Disclosure to Subcontractor.** Group Producer and/or its Representatives may allow a Subcontractor to create, receive, maintain or transmit PHI on behalf of Group Producer if Group Producer and/or its Representatives obtain satisfactory assurances by a written agreement or contract that conforms with 45 CFR §§ 164.502(e)(1)(ii), 164.504, 164.308(b)(2), and 164.314(a) acknowledging that the Subcontractor will comply with all applicable provisions of the Privacy, Security, and Omnibus Rules.
- d. **Prohibited Uses and Disclosures.** Group Producer shall not, and shall not cause its Representatives to, use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Company, except as permitted by sections 2.(b)(1) and (2) and section (2)(e), above. Additionally, Group Producer and/or

its Representatives must comply with all applicable provisions of 45 CFR § 164.502(a)(5).

- e. **Aggregation of Data.** Group Producer may, and may cause its Representatives to aggregate the PHI received or obtained from Company with other PHI in its possession provided that the purpose of such aggregation is to provide Company with data analyses related to Company's "health care operations" (45 CFR § 164.501) as that term is defined in the Privacy Rule.
- f. **Appropriate Safeguards.**
 - 1. Group Producer shall, and shall cause its Representatives to use reasonable and appropriate safeguards to maintain the privacy and security of PHI and to prevent unauthorized use, disclosure, damage, or destruction of PHI.
 - 2. Group Producer shall, and shall cause its Representatives to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in compliance with the Security Rule and any subsequent amendments, including any applicable provision of the Omnibus Rule.
 - 3. Such efforts shall also include the adoption and enforcement of policies and procedures to reasonably and appropriately implement the requirements of the Privacy, Security, and Omnibus Rules.
 - 4. Group Producer shall, and shall cause its Representatives to encrypt Company's EPHI prior to saving it on portable media and while in transit. In other circumstances, Group Producer shall, and shall cause its Representatives to encrypt Company's EPHI whenever reasonably practicable.
- g. **Reporting Improper Use or Disclosure.** Group Producer and/or its Representatives shall report to Company within 24 hours of "discovery" (as determined pursuant to 45 CFR § 164.404(a)(2)) any unauthorized use, disclosure, damage, destruction, or Breach of PHI by Group Producer, its Representatives or its Subcontractors, or any other Security Incident of which it becomes aware, and to establish procedures for mitigating, to the greatest extent possible, any harmful effect that is created by any improper use, disclosure, damage, destruction, Security Incident, or Breach of PHI. Group Producer shall, and shall cause its Representatives to assist in Company's notification of the occurrence to all necessary parties as required by law, regulation, or as determined necessary by Company. To the extent that the Security Incident, Breach, or other unauthorized use, disclosure, damage, or destruction of PHI occurs while the PHI is in the possession of the Group Producer, its Representatives, or its Subcontractors, Group Producer will be responsible for all costs incurred in resolving the Security Incident, Breach, or other unauthorized use, disclosure, damage, or destruction of PHI.
- h. **Access to PHI.**
 - 1. To enable Company to fulfill its obligations under the Privacy Rule, Group Producer shall, and shall cause its Representatives, at the request and direction of Company, make PHI maintained by Group Producer, its Representatives, or its Subcontractors available to Company or a designated individual for inspection and copying within ten (10) days of receipt of such a request from Company.
 - 2. If Group Producer and/or its Representatives maintains PHI electronically and an individual requests from Company, Group Producer, or its Representatives an electronic copy, Group Producer shall provide Company access to the requested PHI in an electronic form and format as requested by individual if that form and format is readily producible. Otherwise, Group Producer shall provide the PHI in an agreed upon electronic readable form and format.
 - 3. In the event an individual requests that his or her PHI be sent directly to a designated individual, Group Producer will, and will cause its Representatives, upon Company's direction, send the PHI directly to the designated individual if the request meets all the requirements of Section 164.524(c)(3)(ii).
- i. **Amendment of PHI.** To enable Company to fulfill its obligations under the Privacy Rule, Group Producer shall, and shall cause its Representatives to, within ten (10) days of a request from Company, make PHI maintained by Group Producer, its Representatives, or its Subcontractors available for amendment and, as directed by Company, shall incorporate any amendment or related statements into the information held by Group Producer, its Representatives, and/or its Subcontractors. If any individual directly requests that Group Producer, its Representatives, or its Subcontractor amend PHI, Group Producer, its Representatives, and its Subcontractors shall notify Company within ten (10) days of such request.
- j. **Accounting of Disclosures.** Group Producer, its Representatives, and its Subcontractors shall, within ten (10) days of a request from Company, make available the information necessary for Company to provide an individual with an accounting of the disclosures of his or her PHI as required under the Privacy Rule. At a minimum, such

information shall include: 1. the date of the disclosure; 2. the name and address of the entity or person receiving the PHI; 3. a brief description of the PHI disclosed; and 4. a brief description of the reason for the disclosure or a copy of the written request for the disclosure. Such information must be maintained by Group Producer and its Subcontractors for a period of six (6) years from the date of each disclosure for which accounting is required under 45 CFR § 164.528(a)(1). If any individual directly requests that Group Producer, its Representatives, or its Subcontractors provide an accounting of disclosures of PHI, Group Producer, its Representatives, or its Subcontractors shall notify Company within ten (10) days of such request.

- k. **Company's Obligations.** To the extent that Group Producer and/or its Representatives are required under the Arrangement to carry out obligations of Company imposed by the Privacy Rule, Group Producer will, and will cause its Representatives, to comply with all applicable provisions of the Privacy, Security, and Omnibus Rules in performing such obligations.
- l. **Minimum Necessary.** Group Producer and/or its Representatives agree that it will not request or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure or request.
- m. **Right to Audit, Inspection, and Enforcement.** Group Producer and its Representatives agree to make its internal practices, processes, books, and records relating to the use or disclosure of PHI available to Company, Company's parent and the Secretary or the Secretary's designee for purposes of determining Company's compliance with the Privacy Rule, Security Rule, and applicable provisions of the Omnibus Rule.

Company shall be entitled, upon reasonable prior written notice to Group Producer and its Representatives, to conduct an on-site audit of Group Producer's internal practices, processes, books, and records to verify Group Producer's compliance with the terms of this Agreement.

- n. **Employee Training and Awareness.** Group Producer shall, and shall cause its Representative to provide appropriate training regarding the requirements of this Agreement to any employee (or other workforce member) accessing, using, or disclosing PHI and shall develop and implement a system of sanctions for any employee (or other workforce member) or Subcontractor who violates the requirements imposed by this Agreement.
- o. **Restriction Requests; Confidential Communications.** Group Producer shall, and shall cause its Representatives to comply with any restriction request and any confidential communication request of which Company makes Group Producer and/or its Representatives aware pursuant to section 3.c, below.
- p. **Notice of Privacy Practices.** Group Producer shall and shall cause its Representatives to use and disclose PHI in compliance with the terms of Company's updated privacy practices notice, as provided to Group Producer and its Representatives pursuant to section 3.a, below.
- q. **Transactions Rule Compliance.** If Group Producer and/or its Representatives conducts a Standard Transaction (as that term is defined in 45 CFR § 162.103) for or on behalf of Company, they will comply, and will require any of its Subcontractors to comply, with each applicable requirement of 45 CFR Part 162.

2. **Obligations of Company**

- a. **Notice of Privacy Practices.** Company agrees to inform Group Producer of its current privacy practices and any future changes to those practices by providing Group Producer with updated copies of its notice of privacy practices.
- b. **Revocation of Authorization by Individual.** Company agrees to inform Group Producer of any change to or revocation of an individual's authorization to use or disclose PHI to the extent that such changes may affect Group Producer's use or disclosure of PHI.
- c. **Restrictions on Use and Disclosure.** Company agrees to notify Group Producer of any restrictions to the use or disclosure of PHI agreed to by Company in accordance with the Privacy, Security, and Omnibus Rules to the extent that such restriction may affect Group Producer's use or disclosure of PHI.
- d. **Uses and disclosures for underwriting and relate purposes.** If Company receives PHI from Group Producer and/or its Representatives for the purpose of underwriting, premium rating, or other activities relating to the creation, renewal, or replacement of a contract of health insurance, and if such health insurance or health benefits are not placed with Company, Company agrees that it will not use or disclose such protected health information for any other purpose, except as required by law.
- e. **Permissible Requests.** Company shall not request Group Producer and/or its Representatives to use or disclose PHI in any manner that would not be permissible under the Privacy, Security, or Omnibus Rules if done by Company.

3. **Miscellaneous**

- a. **Material Breach**. A breach by Group Producer and/or its Representatives of any material provision of this Exhibit A or the Privacy, Security, or Omnibus Rules, as determined by Company, shall constitute a material breach of this Agreement and shall provide grounds for the immediate termination of this Agreement.
- b. **Group Producer's Reasonable Steps to Cure Breach**. If Company knows of a pattern of activity or practice of Group Producer that constitutes a material breach or violation of Group Producer's obligations under this Exhibit or the Privacy, Security, or Omnibus Rules, Company may provide Group Producer and/or its Representatives with an opportunity to cure the breach or violation. If Group Producer and/or its Representatives fail to cure the breach or violation to the satisfaction of Company within the time period specified by Company, Company shall have the right to terminate the Agreement.
- c. **Reasonable Steps to Cure Breach**. If Group Producer knows of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of Subcontractor's obligations to Group Producer, or the Privacy, Security, or Omnibus Rules, Group Producer may provide Subcontractor with an opportunity to cure the breach or violation. If Subcontractor fails to cure the breach or violation to the satisfaction of Group Producer and/or Company within the time period specified by Group Producer or Company, Group Producer shall terminate the relationship with the Subcontractor and retrieve all PHI from the Subcontractor. In the event termination or cure is not feasible, Group Producer shall report Subcontractor's breach or violation to the Secretary.
- d. **Modification to Comply with Law**. The Parties acknowledge that state and federal laws relating to the security and privacy of PHI are rapidly evolving and that modification of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of the Privacy, Security, and Omnibus Rules. Upon request of either party, the other party agrees to promptly enter into negotiations concerning the terms of a modification to this Agreement embodying written assurances consistent with the standards and requirements of the Privacy, Security, and Omnibus Rules. Company may terminate this Agreement upon thirty (30) days written notice in the event: 1) Group Producer and/or its Representatives does not promptly enter into negotiations to modify this Agreement when requested by Company under this section; or 2) Group Producer and/or its Representatives does not enter into a modification of this Agreement providing assurances regarding the safeguarding of PHI that Company, in its sole discretion, deems sufficient to satisfy the standards and the requirements of the Privacy, Security, and Omnibus Rules.

Fair Credit Reporting Act Consent Form

I understand that to process my application, Union Security Insurance Company, its related entities, agents, affiliates, and/or assigns ("Company") may request a consumer report or investigative consumer report concerning my character, general reputation, personal characteristics, mode of living, credit worthiness, and criminal record, as well as regulatory inquiries, such as state insurance inquiries, and interviews with and inquiries to third parties.

I authorize Company to conduct any or all of these inquiries. I authorize, without reservation, any party or agency having knowledge or information set forth above, to furnish the above-mentioned information. If appointed, this authorization shall remain on file and shall serve as ongoing authorization for Company to procure consumer reports or investigative consumer reports at any time during my appointment period.

PRINT NAME

SIGNATURE

DATE

For New York Applicants Only

You have the right, upon written request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report.

For Washington Applicants Only

If we request an investigative consumer report, you have the right, upon written request made within a reasonable period of time, to receive from us a complete and accurate disclosure of the nature and scope of the investigation. You have the right to request from the consumer reporting agency a summary of your rights and remedies under state law.

For California, Minnesota, and Oklahoma Applicants Only

A consumer credit report will be obtained through:

If a **consumer credit report** is obtained, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy. Yes No

If an **investigative consumer report** and/or **consumer report** is processed, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy. Yes No

***California applicants:** If you chose to receive a copy of the consumer report, it will be sent within three (3) days of the employer receiving a copy of the consumer report and you will receive a copy of the investigative consumer report within seven (7) days of the employer's receipt of the report (unless you elected not to get a copy of the report).

Group Producer Agreement and Contract Application for Individual



If Applying for Individual contract, complete this page.

1. Applicant's name <i>(Please print.)</i>	2. Social Security number	3. Date of birth
4. Residential address		5. Business address
Street		Street
City	State	Zip
Home phone		Business phone
6. Post office box <i>(if applicable)</i>		
P.O. Box		
City		
State		
Zip		
7. Send mail/supplies to address	8. E-mail address	9. Fax
<input type="checkbox"/> No. 4 <input type="checkbox"/> No. 5 <input type="checkbox"/> No. 6		

10. Current license(s) held for state(s) of:

NOTE: Photocopy of license(s) must be attached for each state listed.

11. List all employers and mailing addresses for the past 5 years, starting with your most current employer and working back. Attach an additional sheet if necessary.

12. Educational background. Include industry courses which have been completed.

13. Have you ever been **convicted** or pleaded guilty or nolo contendere (no contest) in a domestic or foreign court to:

- A. A felony or misdemeanor involving investments or an investment related business, fraud, false statements or omissions, wrongful taking of property, bribery, forgery, counterfeiting, larceny or extortion? Yes No
- B. Gambling Yes No
- C. Embezzlement Yes No
- D. Any other felony Yes No

If "Yes," state the name of the court that had jurisdiction and the date of the conviction.

Describe briefly the nature of the crime charged.

Terms of sentence imposed.

14. Have you or an organization over which you exercised management or policy control, ever been **charged** with any felony or charged with a misdemeanor specified in question 13 (A, B, C, D) in a domestic or foreign court?

Yes No

A. If "Yes," state the name of the court(s) that had jurisdiction and the date(s) of the conviction(s).

B. Describe briefly the nature of the misdemeanor charged.

C. Terms of sentence(s) imposed.

15. Have you ever been a defendant in any proceedings brought by a state or federal administrative agency?

Yes No

A. If "Yes," state the name of such agencies and the date of any such proceedings.

B. Resolution of any such proceedings including any administrative sanctions imposed.

16. A. Are you engaged in any business other than or in addition to selling insurance? Yes No

If "Yes," please explain. _____

B. Has an insurance company ever cancelled or terminated a contract with you for reasons other than lack of production? Yes No

If "Yes," please explain. _____

C. Have you ever had a complaint filed against you or been investigated by a state insurance department? Yes No

If "Yes," please explain. _____

D. Have you ever had an insurance license denied, revoked, suspended or had any disciplinary action taken against you by a state insurance department? Yes No

If "Yes," please include attachments.

E. Have you ever been refused a surety or fidelity bond? Yes No

If "Yes," please explain. _____

I represent that the answers given in this application are true, correct and complete. I understand that any misrepresentations or misstatements may result in denial or revocation of appointment. I understand that the companies listed above may deny my request for appointment or rescind my appointment, in their sole discretion.

Applicant _____
SIGNATURE TITLE DATE

Group Producer Agreement and Contract Application for Organization



If Applying for Organization contract, complete this page.

1. Organization name <i>(Please print.)</i>			2. Tax identification number(s)		
3. Business address			4. Post Office box <i>(if applicable)</i>		
STREET			P.O. Box		
City	State	Zip	City	State	Zip
Business phone			5. Send mail/supplies to address: <input type="checkbox"/> No. 3 <input type="checkbox"/> No. 4		
6. Contact name			7. E-mail address		8. Fax
9. Type of organization: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship		10. If Corporation, please list officers and their titles below; if Partnership, please list partners and their titles below; if LLC please list members below.			

11. List all individual employees that will be writing for this organization. Attach separate list for additional names.

Name	Social Security number	Date of birth
Residential address <i>(street, city, state, zip)</i>		
Name	Social Security number	Date of birth
Residential address <i>(street, city, state, zip)</i>		
Name	Social Security number	Date of birth
Residential address <i>(street, city, state, zip)</i>		

12. Current license(s) held for state(s) of:

NOTE: Photocopy of license(s) must be attached for each of the above.

13. Has the organization or any of the above individuals identified in items 10 & 11 above ever been **convicted** of or pleaded guilty or nolo contendere (no contest) in a domestic or foreign court to:

A. A felony or misdemeanor involving investments or an investment related business, fraud, false statements or omissions, wrongful taking of property, bribery, forgery, counterfeiting, larceny or extortion? <input type="checkbox"/> Yes <input type="checkbox"/> No B. Gambling <input type="checkbox"/> Yes <input type="checkbox"/> No C. Embezzlement <input type="checkbox"/> Yes <input type="checkbox"/> No D. Any other felony <input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes," state the name of the court that had jurisdiction and the date of the conviction. Describe briefly the nature of the crime charged. Terms of sentence imposed.
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14. Have the organization or any of the above individuals identified in items 10 & 11 ever been **charged** with any felony or charged with a misdemeanor specified in question 13 (A, B, C, D) in a domestic or foreign court? Yes No

A. If "Yes," state the name of the court(s) that had jurisdiction and the date(s) of the conviction(s).

B. Describe briefly the nature of the misdemeanor charged.

C. Terms of sentence(s) imposed.

15. Has the organization or any of the above individuals identified in items 10 & 11 ever been a defendant in any proceeding brought by a state or federal administrative agency? Yes No

A. If "Yes," state the name of such agencies and the date of any such proceedings.

B. Resolution of any such proceedings including any administrative sanctions imposed.

16. Has the organization or any of the above individuals identified in item 10 & 11 above ever:

A. Engaged in any business other than, or in addition to selling insurance? Yes No

If "Yes," please explain. _____

B. Had an insurance company ever cancel or terminate a contract with you for reasons other than lack of production? Yes No

If "Yes," please explain. _____

C. Had a complaint filed against you or been investigated by a state insurance department? Yes No

If "Yes," please explain. _____

D. Had an insurance license denied, revoked, suspended or had any disciplinary action taken against you by a state insurance department? Yes No

If "Yes," please include attachments.

E. Been refused a surety or fidelity bond? Yes No

If "Yes," please explain. _____

I represent that the answers given in this application are true, correct and complete. I understand that any misrepresentations or misstatements may result in denial or revocation of appointment. I understand that the companies listed above may deny my request for appointment or rescind my appointment, in their sole discretion.

Applicant _____

SIGNATURE

TITLE

DATE