

Agent/Agency Appointment Instructions

Prior to placing business with Southland National Insurance Corporation, all producers are required to be licensed, contracted, and appointed in the state where business written. In order to fulfill these requirements, please complete and submit the following items:

- Completed Application for Appointment Form
**If commissions are being paid to an agency, Sections D & E (reverse side) of the Application for Appointment must also be completed.*
- Signed Agent Brokerage Agreement for Supplemental Insurance Products
- Completed W-9 Request for Taxpayer Identification Number and Certification Form
**A W-9 must be submitted on all producers, regardless of commission assignment.*
- Completed Authorization and Release for the Procurement of a Consumer and/or Investigative Consumer Report Form
- Signed Federal Trade Commission Do-Not-Call Rule
- Attach a copy of your driver's license.
- Attach a copy of your insurance license.
- Attach a copy of your E & O Coverage
- Completed Assignment of Commissions Form
**This form should only be completed when commissions are assigned.*

When commissions are assigned to an agency, the following items must also be completed and submitted:

- Signed Agency Brokerage Agreement for Supplemental Insurance Products
- Completed W-9 Request for Taxpayer Identification Number and Certification Form
- Attach a copy of the agency's insurance license.
- Attach a copy of the agency's E & O Coverage

Please return all completed paperwork to the address below. You will be notified once all information has been received and your appointment request has been processed.

Southland National Insurance Corporation - DOI Appointments
C/O: Southland Benefit Solutions
Attention: Adrienne Adams
2200 Jack Warner Parkway Suite 150
Tuscaloosa, AL 35401

Section A: Agent Personal Information

Name: _____
Last First Middle

Social Security Number: _____ Birth Date: _____

Phone Number: _____ Ext: _____ Cell Number: _____

Fax Number: _____ Email Address: _____

Residential Address: _____
Street Address (Must have physical address) City State Zip Code

Mailing Address: _____
Street Address Or P.O. Box City State Zip Code

Do you plan to assign commissions to an agency? No Yes - If Yes, complete sections D and E on back of form.

Section B: Agent License Information

Do you have a current Agent License? No Yes Resident License State: _____

License Number: _____ Line(s) of Authority: _____

Type of License: Individual Broker Partnership Corporation Agency Solicitor

Will you want nonresident appointments? No Yes If yes, which states? _____

Include Copy of Your Insurance License and Driver's License

Section C: General Questions

For any Yes answers please provide (on a separate sheet) an explanation and any supporting documentation.

1. Have you ever been charged with or convicted of a felony or misdemeanor?
 (If yes, attach a copy of the court records and, if convicted, a copy of the pardon restoring your rights.) No Yes
2. Have you ever had your agent license suspended or revoked, been placed on probation, or fined by any state insurance department? No Yes
3. Have you ever had a complaint filed against you or have you ever been investigated by a state insurance department or securities division or agency? No Yes
4. Has any bonding, surety, or E&O provider denied an application or claim, made payment for you, or terminated coverage? No Yes
5. Has any insurance company ever canceled or terminated a contract with you involuntarily for reasons other than lack of production? No Yes
6. Does any insurer, insured, general agent, manager, broker, or other person claim any indebtedness to you as a result of any insurance transaction or business? No Yes
7. Do you currently have a balance which is due (debit balance) any insurance company? No Yes
8. Are there any outstanding judgments or liens (including state or federal tax liens, garnishments, child support, or other civil judgments) filed against you? No Yes
9. Have you ever filed for, been declared bankrupt, or insolvent, either personally or in business? No Yes

Section D: Agency Information

Please complete the section below and submit the following forms for the agency:

- Commission Contract
- Insurance License
- Assignment of Commissions
- W-9

Agency Name: _____
Full Legal Entity Name

Tax ID Number: _____

General Phone Number: _____ Fax Number: _____

Agency Email Address: _____ Website: _____

Business Address: _____
Street Address Only City State Zip Code

Mailing Address: _____
Street Address or P.O. Box City State Zip Code

Section E: Agency Insurance License

Does the agency have a current License? No Yes Resident License State: _____

License Number: _____ Line(s) of Authority: _____

Will the agency require nonresident appointments? No Yes If yes, which states? _____

Include Copy of the Insurance License

Section F: Certification

In making this application, it is understood that an investigative consumer report may be made whereby information is obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others whom you are acquainted. This inquiry includes information as to your character, general reputation, personal characteristics, and mode of living, whichever may be applicable. You have the right to make requests within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of this investigation. This notification is in accordance with the Fair Credit Reporting Act (Public Law 91-508). I understand that omissions or misrepresentations of facts called for in this application is cause for immediate dismissal. I further acknowledge the following: (1) I acknowledge the above statements are truthful; (2) understand I am not authorized to solicit business for SNIC until licensed/appointed; (3) I am a U.S. citizen; (4) I am not subject to backup withholding; (5) I hereby authorize any employer, insurance company, general or managing agent, educational institution, financial institution, consumer reporting agency, criminal justice agency, insurance department, or individual having any information relating to my activities to release such information. I have read and understand the preceding.

_____ _____ _____
Print Applicant's Name Applicant's Signature Date

SOUTHLAND NATIONAL INSURANCE CORPORATION

BROKERAGE AGREEMENT FOR SUPPLEMENTAL INSURANCE PRODUCTS

This Agreement (this "Agreement") is entered into between **SOUTHLAND NATIONAL INSURANCE CORPORATION**, a North Carolina life insurance company, having its principal office at **2015 Ayrley Town Boulevard, Suite 202, Charlotte, North Carolina 28273** (hereinafter referred to as the "Company," "us," "we," or "our,"), and the licensed Agent whose name and address are set forth below (hereinafter referred to as "Agent," "Agents", "you," or "your"). It is agreed by the Parties as follows:

1. Appointment as Agent

The company hereby appoints you as one of its Agents for the purpose of procuring, in person, applications for the Company's supplemental insurance products. You may not begin solicitation of Products until such time as we have issued a letter confirming the appointment(s).

2. Independent Contractor

You are an independent contractor and nothing contained in this agreement shall be constructed to create the relationship of employer and employee between you, or any other Agent, and the Company. You shall be free to exercise independent judgment as to the persons from whom applications for Products will be solicited, and the time and place of such solicitations.

3. Expenses

As an independent contractor and not an employee of the company, all agent expenses, including but not limited to rentals, transportation, salaries, attorney or legal fees which pertain to the administration of your business, postage, advertising, agent licensing fees, and/or occupational taxes, shall be your liability and not ours.

4. Taxes

You shall make and file all reports and returns required by any federal or state statute or regulation pertaining to withholding taxes, unemployment insurance, pension and profit sharing plans, and shall pay all taxes, contributions, interest, or penalties thereunder in connection with the wages, salaries, or other remuneration paid or allowed by you to employees or appointees of yours or to others. You assume full responsibility and exclusive liability for failure to comply with any such applicable statutes or regulations.

5. Nonexclusive Territory

You are authorized to do business under the conditions of this Agreement in any state in which we are authorized to do business and to issue the specific Product you intend to sell provided you are properly licensed and appointed with the Company in such state to sell such Product. No territory is exclusively assigned. We reserve the right to withdraw from all or any portion of any state(s) at our discretion without liability to you.

6. Representations of Agent

The Agent hereby represents to the Company as follows:

a. Duly Licensed

The Agent possesses all licenses required in each state or jurisdiction to perform its obligations under this Agreement and to be appointed by the Company in such states. Upon reasonable request, Agent shall provide to the Company current copies of all licenses required to perform the Agent's obligations under this agreement. Agent agrees to immediately notify the Company of any termination, suspension, or expiration of any insurance license(s) that he/she holds with any state department of insurance.

b. Information Correct

All information submitted by the Agent with respect to the Agent's application to be appointed by the Company are true and correct.

7. Agent Duties and Responsibilities

Subject to the terms and conditions hereof, the Agent shall perform its duties and fulfill its obligations, as described below:

a. Representation and Service

You agree to become fully informed as to the provisions and benefits of each product offered by the Company for which you solicit applications and to represent such products adequately and fairly to all prospects. You further agree to use your best efforts to provide service to customers and to maintain in force any business placed with the Company.

b. Scope of Authority

You shall solicit, sell, market, and promote the Products and services offered by the Company, within the scope of the authority granted to you herein. In all matters pertaining thereto, you shall exercise diligence in the performance of its duties under this Agreement.

c. Prompt Transmittal

You agree to transmit to the Company, immediately upon receipt, all insurance applications and payments on or under such applications. You further agree to transmit to the administration office of the Company by USPS certified mail, return receipt requested, within 24 hours after receipt, any paper served upon you in connection with any legal proceedings by or against the Company.

d. Examination of Records

You agree to keep accurate records of all transactions on behalf of the Company and to make such records available for examination at any time by authorized representatives of the Company.

e. Compliance with Law

You shall submit applications for Products or services as authorized by the Company and subject to the applicable law of each state or jurisdiction in which you are authorized to write insurance business and further limited by the terms and conditions of this Agreement.

f. Compliance with Company Procedures

You shall comply with the requirements and procedures for marketing Products binding coverage as stated in this Agreement and as may be amended (in the Company's sole discretion) and communicated to you by the Company from time to time. Notwithstanding the foregoing, the Agent shall have no authority to bind the Company on any risks. The Agent is not authorized to accept or receive money due to the Company except in accordance with the rules and regulation of the policy/company.

g. Ethical Market Conduct Compliance

i. In the sales and marketing of supplemental benefit products offered by the Company, you agree to conduct business according to high standards of honesty and fairness and to demonstrate the highest ethical standards in your representation of the Company to your customers.

ii. In matters regarding Active and Fair Competition, you agree to:

- a) refrain from providing false or misleading information or otherwise making disparaging remarks about a competitor or its products ("Disparaging Remarks" do not include relevant, factually accurate information.),
- b) make only fair comparisons between the Company products and services and those of competitors, and
- c) communicate these standards to any producers or office personnel that you directly supervise and request their agreement to be bound by these conditions as well.

h. Acceptable Risks

With respect to each class of business which you are authorized to solicit under this Agreement, you shall neither solicit nor accept proposals for insurance coverage on any of the following:

- i. Risks that are unacceptable in accordance with the Company underwriting standards which the Company, from time to time, may communicate to you. Such communication may be in any form or in any such manner as the Company deems appropriate under the circumstances.
- ii. Risks which are not in compliance with the applicable forms, rules or rates, according to their exact terms, and to the applicable law.
- iii. Any risk not previously agreed to by the Company in writing to you.

i. Limitations on Authority

Your right, power, or authority to act on our behalf shall exist only as expressly stated in this Agreement. No right, power, or authority shall be implied either from the grant or denial of powers specifically mentioned herein or the failure to mention any right or power herein. You agree that you and your agents are without authority to do or perform and expressly agree not to do or perform the following acts on our behalf:

- i. incur any indebtedness or liability;
- ii. make, alter, or discharge any Products or other contracts;
- iii. waive forfeitures;
- iv. quote rates other than as quoted by us;
- v. extend the time for payment of any premium;
- vi. waive payment in cash;
- vii. guarantee dividends; or
- viii. deliver any Product more than (10) days after insurance by us or fail to promptly return the delivery receipt to us.

Further, you agree that you and your agents shall not:

- ix. violate the applicable law of any state in which you or your agents may be soliciting applications for products;
- x. withhold any of our, the policyowner's, prospective policyowner's, or applicant's monies or property;
- xi. rebate or offer to rebate all or any part of a premium on our Products;
- xii. induce or attempt to induce any of our policyowner's to discontinue payment of premiums or to relinquish any Product;
- xiii. induce or attempt to induce any of our agents to leave our service;
- xiv. perpetrate any fraud against us or our policyowners, prospective policyowners, or applicants;
- xv. fail to provide contract disclosure documents to Product applicants as required by the Company or applicable law;
- xvi. fail to provide compensation disclosure to Product applicants as required by applicable law; or
- xvii. violate any Policies and Procedures of the Company.

8. Compensation

You shall be paid commissions on premiums paid to and received by us, in accordance with the Schedule of Commissions attached hereto and made part hereof. Payment of commissions shall be made in accordance with the Company's usual procedures. We reserve the right, in our sole discretion, to amend the Schedule of Commissions at any time; provided, however, that any such change shall only be effective for commissions payable on applications dated after the effective date of such change. Commissions shall be paid hereunder only for so long as you are the agent of record. Commissions are subject to chargeback in accordance with the Schedule of Commissions. Commissions shall be payable hereunder only in accordance with the Schedule of Commissions and shall not be allowed on premiums waived or commuted by reason of death, disability, or exercise of Product options. Commissions that become payable shall be paid to you, your executors, administrators, or assigns;

however, neither this Agreement nor any benefits to accrue hereunder may be assigned or transferred, either in whole or in part, without our prior written consent.

a. Award, Recognition, and Incentive Programs

Agent, if eligible, may participate in any award, recognition, and incentive programs that the Company may, from time to time, provide for its agents, according to the rules of each such program.

b. Beneficiary

Unless otherwise designated by amendment to this Agreement, Agent's beneficiary shall be Agent's spouse, if living, otherwise Agent's estate. Any compensation due beneficiary under this Agreement shall commence upon receipt by the Company of proof of Agent's death.

c. Right to Set-Off, Compensation Chargebacks

You agree that we may, at any time, set-off against commissions due or to become due to you, or to anyone claiming through or under you, any amount due from you or your agencies to us including any chargebacks. If not set-off, all such amounts shall be paid to us within (30) days of written request therefor. We do not waive any of our rights to pursue collection of any indebtedness owed by you or your agencies to us. In the event that we elect to refer such indebtedness to outside collections and/or initiate legal action to collect any indebtedness of you or your agencies, you shall reimburse us for reasonable costs of collection, attorney's fees and expenses in connection therewith. This provision shall remain in full force and effect regardless of any termination of this Agreement.

d. Guarantee

If Agent is a corporation, the principal(s) signing this Agreement on behalf of Agent, as evidenced by their signature(s), jointly and severally guarantee to repay to the Company on demand any indebtedness it is unable to collect from Agent, whether or not the Company has exhausted its recourse against Agent.

e. Account Statements

We will furnish you a copy of your commission account showing transactions that occurred in your account since the previous statement. Unless you notify us in writing within (30) days of the issue date of each statement of any differences between such statement and your account, you shall have waived the right to contest the accuracy, correctness, and basis of the statement. Such statement shall be competent and conclusive evidence of the status of your account.

9. Advertising and Soliciting

You, your agencies, and agents shall not use or authorize any advertisement, circular, news release, or other communication using or name or our product names (whether written, oral, audio, or visual) without prior written approval by us. Ownership and usage of trademarks, names, and logo are solely owned by the Company.

10. Reservations

We reserve the following rights at our discretion without liability to you:

- a. to change commissions on any Product form or rider upon furnishing notice to you, but such change shall not affect applications received by us prior to such notice;
- b. to withdraw any Product forms;
- c. to change our premium rates;
- d. to reject Product applications or premiums without specifying cause; and
- e. to adopt policies and procedures from time to time relating to any matter not otherwise covered in this Agreement.

11. Property

All applications and Product forms, related advertising and marketing materials, books, documents, vouchers, receipts, lists, notices, or other papers of any kind used by you in any transaction involving us and any other

personal property furnished by us shall remain our property, shall be open to inspection by us at all times, and shall be returned to us at termination of this Agreement along with all uncollected premium receipts and undelivered Products sent to you for delivery and collection.

12. Complaints and Investigations; Legal Actions

You shall cooperate fully in any insurance regulatory investigation or proceeding or judicial proceedings arising in connection with the Products marketed under this Agreement. Without limiting the foregoing:

- a. You will promptly notify the Company of any written customer complaint or notice of any regulatory investigation or proceeding received by you or your agent in connection with any Product marketed under this Agreement or any activity in connection with such Product.
- b. In the case of any customer complaint, you will cooperate in investigating such complaint and any response by you to such complaint will be sent to the Company for approval not less than five business days prior to its being sent to the customer or regulatory authority, except that if a more prompt response is required, the proposed response shall be communicated by telephone or facsimile.
- c. You may not institute any administrative or legal proceedings on our behalf without our prior written approval. If any administrative or legal action is brought against you or us, or both jointly, by reason of any alleged act, fault, or failure by you in connection with your activities hereunder, we may require you to defend such action at your expense. If we bring any administrative or legal action, or both, by reason of an alleged act, fault, or failure by you in connection with your activities hereunder, we may require you to hire and pay an attorney, subject to our approval, who will represent us. However, at our option, we may defend our institute any such action and expend such sums, including attorney fees, as may in our judgement be necessary and you will be required to reimburse us for all such amounts.

13. Indemnification, Insurance Coverage

a. Indemnification

You hereby agree to, at all times hereafter, defend, indemnify and hold harmless the Company, its affiliates and their respective employees, officers, directors and shareholders from all claims, liability, or loss which result from your real or alleged negligent or willful acts, or your errors, omissions or breach of any provision of this Agreement and such acts, errors, omissions or breaches of your servants, agents or employees, in the performance of duties under this Agreement. Claims, liability or loss includes, but is not limited to, all costs, expenses, attorney fees and other legal fees, penalties, fines, direct or consequential damages, assessments, verdicts (including punitive damages to the extent permissible under the applicable law of the state where any claim or suit is filed which seeks recovery of punitive damages against us) and any other expense or expenditure incurred by us as a result of your performance or failure to perform, or the performance or failure to perform of your agencies or agent(s), under the terms of this Agreement. This indemnification will be in addition to any liability you may otherwise have. We hereby agree to, at all times hereafter, defend, indemnify and hold you and your employees, officers, directors and shareholders harmless from all claims, liability or loss which result from our real or alleged negligent or willful acts, or our errors, omissions or breach of any provision of this Agreement, and such acts, errors, omissions or breaches of our servants, agents or employees, in the performance of duties under this Agreement. Claims, liability or loss includes all costs, expenses, attorney fees and other legal fees, penalties, fines, direct or consequential damages, assessments, verdicts (including punitive damages to the extent permissible under the applicable law of the state where any claim or suit is filed which seeks recovery of punitive damages against you) and any other expense or expenditure incurred by you as a result of our performance under the terms of this Agreement. We agree to provide you with Products that to the best of our knowledge and belief meet all applicable minimum insurance code and regulatory compliance requirements.

b. Insurance

At its own expense, the Agent shall maintain Errors and Omissions insurance covering the activities of the Agent and its affiliates under this Agreement. Said insurance shall remain in full force and effect during the entire term of this Agreement and the Agent shall provide the Company with a copy of all such policies. The Agent shall immediately notify the Company if said insurance is no longer in full force and effect. The Agent's Errors and Omissions insurance shall be placed with an insurer with an A minus or better rating from A.M. Best, for an amount of at least \$2 million (or \$1 million for an individual producer), and with a deductible that is not to exceed \$250,000. This insurance will cover the producer's activities on behalf of Southland. This is a minimum requirement only and does not diminish any of the Agent's indemnification obligations under Section 13.a.

14. Termination

a. Automatic Termination

Except to the extent prohibited by applicable law, this Agreement shall be automatically terminated in the event of your:

- i. ceasing to be licensed, including being placed on suspended status, as required by an applicable insurance regulator having jurisdiction,
- ii. committing a felony,
- iii. withholding or misappropriating any money or property belonging to us,
- iv. failing to comply with the applicable laws of any federal, state, local, or other governmental agency having jurisdiction over you or this Agreement,
- v. committing any fraud or crime of moral turpitude,
- vi. committing any act of embezzlement,
- vii. death (in the case of natural persons), or
- viii. dissolution or equivalent act under applicable law (in the case of non-natural persons (e.g., corporations, partnerships, LLC's)).

Should you be terminated pursuant to this Section 14.a, you shall forfeit all your rights for further payments under this agreement.

b. Termination by the Company

The Company may terminate this Agreement immediately upon notice to you of the occurrence of any of the following events:

- i. your bankruptcy, insolvency, involuntary assignment for the benefit of creditors or similar action under applicable law,
- ii. your subjecting us to liability relating to your misfeasance or malfeasance,
- iii. your failure to conform to the rules and regulations of the Company,
- iv. your failing to repay any indebtedness owed to the Company on demand,
- v. your disability (in the case of natural persons), or
- vi. your replacing the Company's products with those issued by another insurance company.

If termination is due to cause, the contract will be cancelled immediately and commissions will be forfeited as of the date of termination.

c. Mutual Termination

This Agreement may be terminated without cause by either Party upon at least thirty (30) days' prior written notice to the other Party.

d. Monies Owed, Return of Materials

Upon the termination of this Agreement, you shall immediately pay in cash all sums due the Company by you and shall immediately deliver to the Company all previously furnished materials, supplies, software, advertising, and other printed materials mentioning the Company and all other items provided by the Company to you.

15. Protection of Customer Information

You shall treat customer information as confidential as required by applicable law and by the Company, as described in the Company's privacy notices and in accordance with the Company Policies and Procedures. You shall also take reasonable and appropriate steps to establish and implement administrative, physical, and technical procedures to ensure the confidentiality, security, and integrity of customer information in accordance with applicable law. You agree to comply with the Company's terms of use, Policies and Procedures with respect to use of Company electronic systems and databases providing access to customer information by you, your employees, and agents and shall promptly report to the Company any breach of security related to such systems and databases of which you becomes aware. You may use customer information only for the purpose of fulfilling your obligations under this Agreement. You will limit access to customer information to your employees, agents and other Parties who need to know such customer information to permit you to fulfill your obligations under this Agreement and who have agreed to treat such customer information in accordance with the terms of this Agreement. You shall not disclose or otherwise make accessible customer information to anyone other than to the individual to whom the information relates (or to his or her legally authorized representative) or to other persons pursuant to a valid authorization signed by the individual to whom the information relates (or by his or her legally authorized representative), except as required for you to fulfill your obligations under this Agreement, as otherwise directed by the Company, or as expressly required by applicable law. For purposes of this Agreement, "customer information" means information in electronic, paper, or any other form that you or your agents obtained, had access to or created in connection with your obligations under this Agreement regarding individuals who applied for or purchased Products. Customer information includes nonpublic personal information, and protected health information, as defined in applicable law. Customer information may also include, but is not limited to, information such as the individual's name, address, telephone number, social security number, as well as the fact that the individual has applied for, is insured under, or has purchased a Product issued by the Company. Customer information does not, however, include information that is

- a. generally available in the public domain and is derived or received from such public sources by you;
- b. received, obtained, developed or created by you independently from the performance of your obligations under this Agreement; or
- c. disclosed to you by a third party, provided such disclosure was made to you without any violation of any independent obligation of confidentiality or applicable law of which you are aware.

For purposes of this Agreement, "applicable law" means any state or federal law, rule or regulations including, but not limited to, state insurance law and regulations and the Gramm-Leach-Bliley Act and related federal regulations.

16. Miscellaneous

a. Notices

All notices and other communications hereunder shall be in writing and shall be deemed given if:

- i. delivered in person,
- ii. transmitted by e-mail or facsimile (in either case, with confirmation),
- iii. mailed by certified or registered mail (return receipt requested and obtained), or
- iv. delivered by an express courier (with confirmation) to the Parties at the addresses set forth below (or to such other addresses as such Parties may from time to time specify in writing to the other Parties):

If to the Company, to:

Southland National Insurance Corporation
2200 Jack Warner Parkway, Suite 150
Tuscaloosa, AL 35401

If to the Agent, to the address shown below.

b. Rights, Remedies, Etc. are Cumulative

The rights, remedies and obligations contained in this Agreement are cumulative and are in addition to any and all rights, remedies and obligations, at law or in equity, which the Parties hereto are entitled to under applicable law.

c. Waivers

Any term or provision of this Agreement may be waived, or the time for its performance may be extended, in writing at any time by the Party or Parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized Representative of such Party. The failure of any Party hereto to enforce at any time with provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this agreement shall be held to constitute a waiver of any preceding or subsequent breach.

d. Third Party Litigation

Agent may not pursue litigation against a third party for any cause related to the conduct of business covered by this agreement.

e. Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign any of its rights, duties, or obligations hereunder without the prior written consent of the other Party and any attempted assignment in violation of this provision shall be invalid *ab initio*; provided, however, that this Agreement shall inure to the benefit and bind those who, by operation of law, become successors to the Parties, including any receiver or any successor, merged or consolidated entity.

f. Severability

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, that provision shall be interpreted to be only so broad as is enforceable.

g. Arbitration

Upon any claim or controversy arising out of this Agreement, including the validity thereof, except for equitable or injunctive relief, it shall be settled by binding arbitration in Durham, North Carolina, administered by the American Arbitration Association (“AAA”) and conducted by a sole arbitrator in accordance with the AAA Commercial Arbitration Rules. Fourteen (14) calendar days before the hearing, the parties shall exchange and provide to the arbitrator:

- i. a list of witnesses they intend to call (including any experts) with a short description of the anticipated direct testimony of each witness and an estimate of the length thereof, and
- ii. a pre-marked copy of all exhibits they intend to use at the hearing. Depositions for discovery purposes shall not be permitted.

The arbitrator may award only monetary relief and is not empowered to award damages other than compensatory damages. The award is final and may not be appealed except for clear abuse. The award rendered by the arbitrator may be entered by any court of competent jurisdiction. Except as may be required by applicable law or to the extent necessary in connection with a judicial challenge, or

enforcement of an award, neither a party nor the arbitrator may disclose the existence, content, record or results of an arbitration. Notwithstanding the provisions of this Section 16.g, nothing shall preclude the Company from seeking equitable or injunctive relief against you in a court of competent jurisdiction. The Agent acknowledges that its obligations under this Agreement are unique and that monetary redress may be inadequate to compensate the Company for a breach thereof.

h. Governing Law and Jurisdiction

This agreement, the legal relations between the parties and the adjudication and the enforcement thereof, shall be governed by and interpreted and construed in accordance with the substantive laws of the state of North Carolina, without regard to the principals of conflicts of law thereof.

i. Waiver of Jury Trail

Each party hereby waives their respective rights to a jury trial of any claim or cause of action based upon or arising out of this agreement, any of the agreements contemplated hereby or any of the transactions contemplated herein or therein, including contract claims, tort claims, breach of duty claims, and all other common law or statutory claims. Each party recognizes and agrees that the foregoing waiver constitutes a material inducement for it to enter into this agreement. Each party represents and warrants that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trail rights following consultation with legal counsel.

j. Interpretation

When a reference is made in this Agreement to a Section, Exhibit or Schedule, such reference shall be to a Section of or Exhibit or Schedule to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns and pronouns shall include the plural and vice versa. Any reference to "applicable law" in this Agreement means any law, statute, rule, executive order, ordinance, regulation, administrative ruling or judgment of any governmental authority or any order, writ, injunction or decree entered by any court, arbitrator or other governmental authority.

k. Binding Effect; Persons Benefiting

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and the respective successors and permitted assigns of the Parties. Except as set forth in the preceding sentence, nothing in this Agreement is intended or shall be construed to confer upon any Person other than the Parties hereto and their successors and permitted assigns any right, remedy or claim under or by reason of this Agreement or any part hereof.

l. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement, it being understood that all of the Parties need not sign the same counterpart. Delivery of an executed counterpart by facsimile or other means of electronic transmission will be as effective as delivery of a manually executed counterpart.

m. Amendments

Subject to compliance with applicable law, this Agreement may be amended, altered or modified only by a written instrument executed by each of the Parties hereto. Notwithstanding the foregoing, the Company may revise or amend the Schedule of Commissions, or issue a substitute schedule, at any time with such frequency, as it deems necessary or appropriate.

n. Entire Agreement

This Agreement, together with the Schedules and Exhibits hereto, constitute the entire understanding and agreement of the Parties and supersede all prior agreements and understandings, written and oral, among the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of

AGENT

Signature: _____

Printed Name: _____

Address: _____

Address: _____

City, St, Zip: _____

Date: _____

SOUTHLAND NATIONAL INSURANCE CORPORATION

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachment 1

Commission Schedule

I. Commission Rates

Group Type	Selling Agent (flat rate)
Traditional Dental Plans	0 to 10%
Defined Care Dental Plans	0 to 10%

II. Other Information

1. A minimum of ten (10) subscribers is necessary to constitute a Traditional group. A minimum of three (3) subscribers is necessary to constitute a Defined Care group.
2. Commissions are generated on or around the 20th of each month on all premiums due and collected from the previous month if the total commission due is greater than \$25.00. If the total commission due the Agent is less than \$25.00 for the month, the commissions will accrue without interest until the amount reaches \$25.00 at which time the Agent will receive his/her commission.
3. Commissions are payable on all business for which the agent has an Agent of Record letter on the date said business becomes effective with the Plan.
4. SNIC, at its sole discretion, may offer promotional incentives in addition to those outlined above.
5. SNIC has the right to change this attachment as it may determine. SNIC retains the right to establish, implement, modify, or discontinue production standards and other objective criteria to qualify for commissions or other incentives payable hereunder.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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									
				-			-		
or									
Employer identification number									
				-					

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Federal Trade Commission Do-Not-Call Rule

In order to comply with the Federal Trade Commission Do-Not-Call Rule and as a condition of the agent's appointment with Southland National Insurance Corporation, the *following procedures must be followed strictly when contacting a consumer via the telephone* for the purpose of offering to sell or attempting to set an appointment to offer any of Southland National Insurance Corporation's insurance products.

1. Southland National Insurance Corporation has established and implemented written procedures to ensure compliance with the **FTC Do-Not-Call Rule**.
2. Southland National Insurance Corporation maintains a list of numbers that its agents and telemarketing staff may not contact. **All telephone numbers to be used in telemarketing activities must be checked** against the list prior to any calls being placed to ensure that no calls are made to consumers who do not wish to be contacted.
3. Southland National Insurance Corporation monitors the activities of its agents, agent managers, and telemarketing staff as they relates specifically to the FTC Do-Not-Call Rule compliance. **Violation of established FTC Do-Not-Call Rule compliance procedures is grounds for immediate termination.**
4. **Abusive Telemarketing Acts and Practices** are prohibited, including the following:
 - a. **Threats, intimidation**, or the use of **profane or obscene language**;
 - b. **Failing to transmit** or cause to be transmitted the telephone number, and, when made available by the telemarketer's carrier, the name of Southland National Insurance Corporation to any **caller identification** service in use by a recipient of a telemarketing call;
 - c. **Causing any telephone to ring, or engaging any person in telephone conversation, repeatedly** or continuously, with the intent to annoy, abuse, or harass any person at the called number;
 - d. Denying or interfering in any way, directly or indirectly, with a person's right to be placed on any registry of names or telephone numbers of persons who do not wish to receive outbound telephone calls;
 - e. **Abandoning an outbound telephone call.** (An outbound call is abandoned if a person answers and is not connected to a sales representative within two (2) seconds of completing his or her greeting.)
 - f. Selling, renting, leasing, purchasing, or using any Do-Not-Call list established under the FTC Do-Not-Call Rule or by the FTC for any purpose other than compliance with the FTC Do-Not-Call Rule or otherwise to prevent telephone calls to telephone numbers on such lists.
 - g. Initiating a telephone call to a person when:
 - I. that person previously has stated he or she does not wish to receive telephone calls made by or on behalf of Southland; or
 - II. that person's telephone number is on the FTC Do-Not-Call registry unless Southland:
 - a. has obtained the express written permission from such person to place calls to that person. **Such written permission must clearly evidence the authorization that calls made by or on behalf of Southland are permissible, and shall include the number to be called, the signature of the person giving the authorization, and the date permission was given (written permission is good for only 90 days);** or
 - b. has an **established business relationship** with such person, and that he or she does not wish to receive outbound telephone calls from Southland (i.e., the person is not on Southland's internal Do-Not-Call list). **(The "established business relationship" exception is subject to specific limitations. You must seek guidance from the Home Office before attempting to make calls relying on this exception.)**
 - h. **Calling a person's residence at any time other than between the hours of 8:00 a.m. and 9:00 p.m.** local time without the prior consent of the person.

I understand and acknowledge that I have received, read, understand, and will follow Southland's Do-Not-Call procedures and agree that I will follow exactly all of these procedures when making any telephone calls to a customer for any purpose.

Dated: _____

Signature

Printed Name

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including the credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, D.C. 20580.**

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

In addition, by September 2005, all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to your employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the list these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identify theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

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

Type of Business:	Contact:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Consumer Help (FRCH) P O Box 1200 Minneapolis, MN 55480 Telephone: 888-851-1920 Website Address: www.federalreserveconsumerhelp.gov Email Address: ConsumerHelp@FederalReserve.gov
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation , Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051



Assignment of Commissions

Effective this _____ day of _____, 20____, request is made and authorization is granted for Southland National Insurance Corporation to assign all commissions payable for:

_____	_____
Assignor (Producer Assigning Commissions)	National Producer Number
to	
_____	_____
Assignee (Producer or Agency Receiving Commissions)	National Producer Number

All commissions paid to the Assignee will be paid in accordance with the Commission Contract.

This assignment may be revoked by providing thirty (30) days written notice to Southland National Insurance Corporation.

ASSIGNOR:	ASSIGNEE:
Printed Name: _____	Printed Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Southland National Insurance Corporation accepts this assignment, effective this _____ day of _____, 20_____.

By: _____
Authorized Representative
Southland National Insurance Corporation



Complete the following attached items if commissions are to
be assigned to an Agency

Agency Brokerage Agreement for Supplemental Insurance Products

Completed W-9 Request for Taxpayer Identification Number and Certification Form

SOUTHLAND NATIONAL INSURANCE CORPORATION

BROKERAGE AGREEMENT FOR SUPPLEMENTAL INSURANCE PRODUCTS

This Agreement (this "Agreement") is entered into between **SOUTHLAND NATIONAL INSURANCE CORPORATION**, a North Carolina life insurance company, having its principal office at **2015 Ayrley Town Boulevard, Suite 202, Charlotte, North Carolina 28273** (hereinafter referred to as the "Company," "us," "we," or "our,"), and the licensed Agent whose name and address are set forth below (hereinafter referred to as "Agent," "Agents", "you," or "your"). It is agreed by the Parties as follows:

1. Appointment as Agent

The company hereby appoints you as one of its Agents for the purpose of procuring, in person and thru agents appointed by us or assigned to you by us, applications for the Company's supplemental insurance products. You (and your agents appointed by us) may not begin solicitation of Products until such time as we have issued a letter confirming the appointment(s).

2. Appointment of Agents

Your subordinate agents (hereinafter referred to as "agent" or "agents") include:

- a. agents assigned to you by us and
- b. agents appointed by you and approved by us subject to the terms of this Agreement, provided you maintain a valid license and appointment as our agent in each state in which you appoint any such agents.

Each agent whom you appoint must be validly licensed and execute a written agent's agreement directly with us, and such agreement shall be effective only when also executed by the Company. You have no authority to modify or amend any part of such agreement. The company reserves the following rights which may be exercised at our sole discretion without liability to you:

- a. to refuse to contract with any proposed agent; and
- b. to terminate our agreement with any of your agents under the terms of such agreement.

3. Independent Contractor

You are an independent contractor and nothing contained in this agreement shall be constructed to create the relationship of employer and employee between you, or any other Agent, and the Company. You shall be free to exercise independent judgment as to the persons from whom applications for Products will be solicited, and the time and place of such solicitations.

4. Expenses

As an independent contractor and not an employee of the company, all agency expenses, including but not limited to rentals, transportation, salaries, attorney or legal fees which pertain to the administration of your business, postage, advertising, agent licensing fees, and/or occupational taxes, shall be your liability and not ours.

5. Taxes

You shall make and file all reports and returns required by any federal or state statute or regulation pertaining to withholding taxes, unemployment insurance, pension and profit sharing plans, and shall pay all taxes, contributions, interest, or penalties thereunder in connection with the wages, salaries, or other remuneration paid or allowed by you to employees or appointees of yours or to others. You assume full responsibility and exclusive liability for failure to comply with any such applicable statutes or regulations.

6. Nonexclusive Territory

You are authorized to do business under the conditions of this Agreement in any state in which we are authorized to do business and to issue the specific Product you intend to sell provided you are properly licensed and appointed with the Company in such state to sell such Product. No territory is exclusively assigned. We reserve the right to withdraw from all or any portion of any state(s) at our discretion without liability to you.

7. Representations of Agent

The Agent hereby represents to the Company as follows:

a. Duly Licensed

The Agent possesses all licenses required in each state or jurisdiction to perform its obligations under this Agreement and to be appointed by the Company in such states. Upon reasonable request, Agent shall provide to the Company current copies of all licenses required to perform the Agent's obligations under this agreement. Agent agrees to immediately notify the Company of any termination, suspension, or expiration of any insurance license(s) that he/she holds with any state department of insurance.

b. Information Correct

All information submitted by the Agent with respect to the Agent's application to be appointed by the Company are true and correct.

8. Agent Duties and Responsibilities

Subject to the terms and conditions hereof, the Agent shall perform its duties and fulfill its obligations, as described below:

a. Representation and Service

You agree to become fully informed as to the provisions and benefits of each product offered by the Company for which you solicit applications and to represent such products adequately and fairly to all prospects. You further agree to use your best efforts to provide service to customers and to maintain in force any business placed with the Company.

b. Scope of Authority

You shall solicit, sell, market, and promote the Products and services offered by the Company, within the scope of the authority granted to you herein. In all matters pertaining thereto, you shall exercise diligence in the performance of its duties under this Agreement.

c. Prompt Transmittal

You agree to transmit to the Company, immediately upon receipt, all insurance applications and payments on or under such applications. You further agree to transmit to the administration office of the Company by USPS certified mail, return receipt requested, within 24 hours after receipt, any paper served upon you in connection with any legal proceedings by or against the Company.

d. Examination of Records

You agree to keep accurate records of all transactions on behalf of the Company and to make such records available for examination at any time by authorized representatives of the Company.

e. Compliance with Law

You shall submit applications for Products or services as authorized by the Company and subject to the applicable law of each state or jurisdiction in which you are authorized to write insurance business and further limited by the terms and conditions of this Agreement.

f. Compliance with Company Procedures

You shall comply with the requirements and procedures for marketing Products binding coverage as stated in this Agreement and as may be amended (in the Company's sole discretion) and communicated to you by the Company from time to time. Notwithstanding the foregoing, the Agent shall have no authority to bind the Company on any risks. The Agent is not authorized to accept or receive money due to the Company except in accordance with the rules and regulation of the policy/company.

g. Ethical Market Conduct Compliance

- i. In the sales and marketing of supplemental benefit products offered by the Company, you agree to conduct business according to high standards of honesty and fairness and to demonstrate the highest ethical standards in your representation of the Company to your customers.
- ii. In matters regarding Active and Fair Competition, you agree to:
 - a) refrain from providing false or misleading information or otherwise making disparaging remarks about a competitor or its products (“Disparaging Remarks” do not include relevant, factually accurate information.),
 - b) make only fair comparisons between the Company products and services and those of competitors, and
 - c) communicate these standards to any producers or office personnel that you directly supervise and request their agreement to be bound by these conditions as well.

h. Acceptable Risks

With respect to each class of business which you are authorized to solicit under this Agreement, you shall neither solicit nor accept proposals for insurance coverage on any of the following:

- i. Risks that are unacceptable in accordance with the Company underwriting standards which the Company, from time to time, may communicate to you. Such communication may be in any form or in any such manner as the Company deems appropriate under the circumstances.
- ii. Risks which are not in compliance with the applicable forms, rules or rates, according to their exact terms, and to the applicable law.
- iii. Any risk not previously agreed to by the Company in writing to you.

i. Responsibility for Agents

You shall be responsible for the fidelity and honesty of all your agents. All monies collected, received, or which otherwise come into your control or the control of your agents, which belong to us, our policyowners or applicants shall be securely held in fiduciary capacity and shall not be used for any personal or other purposes whatsoever, but shall be immediately paid over to us. You guarantee the payment to us of all monies intended for or owing to us, our policyowners, prospective policyowners, or applicants that are collected, received, or otherwise come into your control or the control of your agents.

j. Limitations on Authority

Your right, power, or authority to act on our behalf shall exist only as expressly stated in this Agreement. No right, power, or authority shall be implied either from the grant or denial of powers specifically mentioned herein or the failure to mention any right or power herein. You agree that you and your agents are without authority to do or perform and expressly agree not to do or perform the following acts on our behalf:

- i. incur any indebtedness or liability;
- ii. make, alter, or discharge any Products or other contracts;
- iii. waive forfeitures;
- iv. quote rates other than as quoted by us;
- v. extend the time for payment of any premium;
- vi. waive payment in cash;
- vii. guarantee dividends; or
- viii. deliver any Product more than (10) days after insurance by us or fail to promptly return the delivery receipt to us.

Further, you agree that you and your agents shall not:

- ix. violate the applicable law of any state in which you or your agents may be soliciting applications for products;
- x. withhold any of our, the policyowner’s, prospective policyowner’s, or applicant’s monies or property;
- xi. rebate or offer to rebate all or any part of a premium on our Products:

- xii. induce or attempt to induce any of our policyowner's to discontinue payment of premiums or to relinquish any Product;
- xiii. induce or attempt to induce any of our agents to leave our service;
- xiv. perpetrate any fraud against us or our policyowners, prospective policyowners, or applicants;
- xv. fail to provide contract disclosure documents to Product applicants as required by the Company or applicable law;
- xvi. fail to provide compensation disclosure to Product applicants as required by applicable law; or
- xvii. violate any Policies and Procedures of the Company.

9. Compensation

You shall be paid commissions on premiums paid to and received by us, in accordance with the Schedule of Commissions attached hereto and made part hereof. Payment of commissions shall be made in accordance with the Company's usual procedures. We reserve the right, in our sole discretion, to amend the Schedule of Commissions at any time; provided, however, that any such change shall only be effective for commissions payable on applications dated after the effective date of such change. Commissions shall be paid hereunder only for so long as you or your agent are the agent of record. Commissions are subject to chargeback in accordance with the Schedule of Commissions. You agree that if we determine, in our sole discretion, that your agent has not properly been paid commissions by you, we have the right to reduce your future commissions by the amount to which your agent is entitled. Commissions shall be payable hereunder only in accordance with the Schedule of Commissions and shall not be allowed on premiums waived or commuted by reason of death, disability, or exercise of Product options. Commissions that become payable shall be paid to you, your executors, administrators, or assigns; however, neither this Agreement nor any benefits to accrue hereunder may be assigned or transferred, either in whole or in part, without our prior written consent. In no event will you be entitled to receive commissions that revert to you from your terminated agents in excess of the amount such terminated agents would have received under the provisions of their agent agreements with us; provided, however, that this shall not impair any right you may have to receive override commissions on any Products written by the terminated agent which remain in force after the date of such agent's termination.

a. Award, Recognition, and Incentive Programs

Agent, if eligible, may participate in any award, recognition, and incentive programs that the Company may, from time to time, provide for its agents, according to the rules of each such program.

b. Right to Set-Off, Compensation Chargebacks

You agree that we may, at any time, set-off against commissions due or to become due to you, or to anyone claiming through or under you, any amount due from you or your agencies to us including any chargebacks. If not set-off, all such amounts shall be paid to us within (30) days of written request therefor. We do not waive any of our rights to pursue collection of any indebtedness owed by you or your agencies to us. In the event that we elect to refer such indebtedness to outside collections and/or initiate legal action to collect any indebtedness of you or your agencies, you shall reimburse us for reasonable costs of collection, attorney's fees and expenses in connection therewith. This provision shall remain in full force and effect regardless of any termination of this Agreement.

c. Guarantee

If Agent is a corporation, the principal(s) signing this Agreement on behalf of Agent, as evidenced by their signature(s), jointly and severally guarantee to repay to the Company on demand any indebtedness it is unable to collect from Agent, whether or not the Company has exhausted its recourse against Agent.

d. Account Statements

We will furnish you a copy of your commission account showing transactions that occurred in your account since the previous statement. Unless you notify us in writing within (30) days of the issue date of each statement of any differences between such statement and your account, you shall have waived the

right to contest the accuracy, correctness, and basis of the statement. Such statement shall be competent and conclusive evidence of the status of your account.

10. Advertising and Soliciting

You, your agencies, and agents shall not use or authorize any advertisement, circular, news release, or other communication using or name or our product names (whether written, oral, audio, or visual) without prior written approval by us. Ownership and usage of trademarks, names, and logo are solely owned by the Company.

11. Reservations

We reserve the following rights at our discretion without liability to you:

- a. to change commissions on any Product form or rider upon furnishing notice to you, but such change shall not affect applications received by us prior to such notice;
- b. to withdraw any Product forms;
- c. to change our premium rates;
- d. to reject Product applications or premiums without specifying cause; and
- e. to adopt policies and procedures from time to time relating to any matter not otherwise covered in this Agreement.

11. Property

All applications and Product forms, related advertising and marketing materials, books, documents, vouchers, receipts, lists, notices, or other papers of any kind used by you in any transaction involving us and any other personal property furnished by us shall remain our property, shall be open to inspection by us at all times, and shall be returned to us at termination of this Agreement along with all uncollected premium receipts and undelivered Products sent to you for delivery and collection.

13. Complaints and Investigations; Legal Actions

You shall cooperate fully in any insurance regulatory investigation or proceeding or judicial proceedings arising in connection with the Products marketed under this Agreement. Without limiting the foregoing:

- a. You will promptly notify the Company of any written customer complaint or notice of any regulatory investigation or proceeding received by you or your agent in connection with any Product marketed under this Agreement or any activity in connection with such Product.
- b. In the case of any customer complaint, you will cooperate in investigating such complaint and any response by you to such complaint will be sent to the Company for approval not less than five business days prior to its being sent to the customer or regulatory authority, except that if a more prompt response is required, the proposed response shall be communicated by telephone or facsimile.
- c. You may not institute any administrative or legal proceedings on our behalf without our prior written approval. If any administrative or legal action is brought against you or us, or both jointly, by reason of any alleged act, fault, or failure by you in connection with your activities hereunder, we may require you to defend such action at your expense. If we bring any administrative or legal action, or both, by reason of an alleged act, fault, or failure by you in connection with your activities hereunder, we may require you to hire and pay an attorney, subject to our approval, who will represent us. However, at our option, we may defend our institute any such action and expend such sums, including attorney fees, as may in our judgement be necessary and you will be required to reimburse us for all such amounts.

14. Indemnification, Insurance Coverage

a. Indemnification

You hereby agree to, at all times hereafter, defend, indemnify and hold harmless the Company, its affiliates and their respective employees, officers, directors and shareholders from all claims, liability, or loss which result from your real or alleged negligent or willful acts, or your errors, omissions or breach of any provision of this Agreement and such acts, errors, omissions or breaches of your servants, agents or

employees, in the performance of duties under this Agreement. Claims, liability or loss includes, but is not limited to, all costs, expenses, attorney fees and other legal fees, penalties, fines, direct or consequential damages, assessments, verdicts (including punitive damages to the extent permissible under the applicable law of the state where any claim or suit is filed which seeks recovery of punitive damages against us) and any other expense or expenditure incurred by us as a result of your performance or failure to perform, or the performance or failure to perform of your agencies or agent(s), under the terms of this Agreement. This indemnification will be in addition to any liability you may otherwise have. We hereby agree to, at all times hereafter, defend, indemnify and hold you and your employees, officers, directors and shareholders harmless from all claims, liability or loss which result from our real or alleged negligent or willful acts, or our errors, omissions or breach of any provision of this Agreement, and such acts, errors, omissions or breaches of our servants, agents or employees, in the performance of duties under this Agreement. Claims, liability or loss includes all costs, expenses, attorney fees and other legal fees, penalties, fines, direct or consequential damages, assessments, verdicts (including punitive damages to the extent permissible under the applicable law of the state where any claim or suit is filed which seeks recovery of punitive damages against you) and any other expense or expenditure incurred by you as a result of our performance under the terms of this Agreement. We agree to provide you with Products that to the best of our knowledge and belief meet all applicable minimum insurance code and regulatory compliance requirements.

b. Insurance

At its own expense, the Agent shall maintain Errors and Omissions insurance covering the activities of the Agent and its affiliates under this Agreement. Said insurance shall remain in full force and effect during the entire term of this Agreement and the Agent shall provide the Company with a copy of all such policies. The Agent shall immediately notify the Company if said insurance is no longer in full force and effect. The Agent's Errors and Omissions insurance shall be placed with an insurer with an A minus or better rating from A.M. Best, for an amount of at least \$2 million (or \$1 million for an individual producer), and with a deductible that is not to exceed \$250,000. This insurance will cover the producer's activities on behalf of Southland. This is a minimum requirement only and does not diminish any of the Agent's indemnification obligations under Section 14.a.

15. Termination

a. Automatic Termination

Except to the extent prohibited by applicable law, this Agreement shall be automatically terminated in the event of your:

- i. ceasing to be licensed, including being placed on suspended status, as required by an applicable insurance regulator having jurisdiction,
- ii. committing a felony,
- iii. withholding or misappropriating any money or property belonging to us,
- iv. failing to comply with the applicable laws of any federal, state, local, or other governmental agency having jurisdiction over you or this Agreement,
- v. committing any fraud or crime of moral turpitude,
- vi. committing any act of embezzlement,
- vii. death (in the case of natural persons), or
- viii. dissolution or equivalent act under applicable law (in the case of non-natural persons (e.g., corporations, partnerships, LLC's)).

Should you be terminated pursuant to this Section 15.a, you shall forfeit all your rights for further payments under this agreement. For purposes of this Section 15.a, all acts of your employees, agents, and subagents shall be deemed your acts.

b. Termination by the Company

The Company may terminate this Agreement immediately upon notice to you of the occurrence of any of the following events:

- i. your bankruptcy, insolvency, involuntary assignment for the benefit of creditors or similar action under applicable law,
- ii. your subjecting us to liability relating to your misfeasance or malfeasance,
- iii. your failure to conform to the rules and regulations of the Company,
- iv. your failing to repay any indebtedness owed to the Company on demand,
- v. your disability (in the case of natural persons), or
- vi. your replacing the Company's products with those issued by another insurance company.

If termination is due to cause, the contract will be cancelled immediately and commissions will be forfeited as of the date of termination.

c. Mutual Termination

This Agreement may be terminated without cause by either Party upon at least thirty (30) days' prior written notice to the other Party.

d. Monies Owed, Return of Materials

Upon the termination of this Agreement, you shall immediately pay in cash all sums due the Company by you and shall immediately deliver to the Company all previously furnished materials, supplies, software, advertising, and other printed materials mentioning the Company and all other items provided by the Company to you.

16. Protection of Customer Information

You shall treat customer information as confidential as required by applicable law and by the Company, as described in the Company's privacy notices and in accordance with the Company Policies and Procedures. You shall also take reasonable and appropriate steps to establish and implement administrative, physical, and technical procedures to ensure the confidentiality, security, and integrity of customer information in accordance with applicable law. You agree to comply with the Company's terms of use, Policies and Procedures with respect to use of Company electronic systems and databases providing access to customer information by you, your employees, and agents and shall promptly report to the Company any breach of security related to such systems and databases of which you becomes aware. You may use customer information only for the purpose of fulfilling your obligations under this Agreement. You will limit access to customer information to your employees, agents and other Parties who need to know such customer information to permit you to fulfill your obligations under this Agreement and who have agreed to treat such customer information in accordance with the terms of this Agreement. You shall not disclose or otherwise make accessible customer information to anyone other than to the individual to whom the information relates (or to his or her legally authorized representative) or to other persons pursuant to a valid authorization signed by the individual to whom the information relates (or by his or her legally authorized representative), except as required for you to fulfill your obligations under this Agreement, as otherwise directed by the Company, or as expressly required by applicable law. For purposes of this Agreement, "customer information" means information in electronic, paper, or any other form that you or your agents obtained, had access to or created in connection with your obligations under this Agreement regarding individuals who applied for or purchased Products. Customer information includes nonpublic personal information, and protected health information, as defined in applicable law. Customer information may also include, but is not limited to, information such as the individual's name, address, telephone number, social security number, as well as the fact that the individual has applied for, is insured under, or has purchased a Product issued by the Company. Customer information does not, however, include information that is

- a. generally available in the public domain and is derived or received from such public sources by you;
- b. received, obtained, developed or created by you independently from the performance of your obligations under this Agreement; or
- c. disclosed to you by a third party, provided such disclosure was made to you without any violation of any independent obligation of confidentiality or applicable law of which you are aware.

For purposes of this Agreement, “applicable law” means any state or federal law, rule or regulations including, but not limited to, state insurance law and regulations and the Gramm-Leach-Bliley Act and related federal regulations.

17. Miscellaneous

a. Notices

All notices and other communications hereunder shall be in writing and shall be deemed given if:

- i. delivered in person,
- ii. transmitted by e-mail or facsimile (in either case, with confirmation),
- iii. mailed by certified or registered mail (return receipt requested and obtained), or
- iv. delivered by an express courier (with confirmation) to the Parties at the addresses set forth below (or to such other addresses as such Parties may from time to time specify in writing to the other Parties):

If to the Company, to:

Southland National Insurance Corporation
2200 Jack Warner Parkway, Suite 150
Tuscaloosa, AL 35401

If to the Agency, to the address shown below.

b. Rights, Remedies, Etc. are Cumulative

The rights, remedies and obligations contained in this Agreement are cumulative and are in addition to any and all rights, remedies and obligations, at law or in equity, which the Parties hereto are entitled to under applicable law.

c. Waivers

Any term or provision of this Agreement may be waived, or the time for its performance may be extended, in writing at any time by the Party or Parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized Representative of such Party. The failure of any Party hereto to enforce at any time with provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this agreement shall be held to constitute a waiver of any preceding or subsequent breach.

d. Third Party Litigation

Agent may not pursue litigation against a third party for any cause related to the conduct of business covered by this agreement.

e. Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign any of its rights, duties, or obligations hereunder without the prior written consent of the other Party and any attempted assignment in violation of this provision shall be invalid *ab initio*; provided, however, that this Agreement shall inure to the benefit and bind those who, by operation of law, become successors to the Parties, including any receiver or any successor, merged or consolidated entity.

f. Severability

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering

invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, that provision shall be interpreted to be only so broad as is enforceable.

g. Arbitration

Upon any claim or controversy arising out of this Agreement, including the validity thereof, except for equitable or injunctive relief, it shall be settled by binding arbitration in Durham, North Carolina, administered by the American Arbitration Association (“AAA”) and conducted by a sole arbitrator in accordance with the AAA Commercial Arbitration Rules. Fourteen (14) calendar days before the hearing, the parties shall exchange and provide to the arbitrator:

- i. a list of witnesses they intend to call (including any experts) with a short description of the anticipated direct testimony of each witness and an estimate of the length thereof, and
- ii. a pre-marked copy of all exhibits they intend to use at the hearing. Depositions for discovery purposes shall not be permitted.

The arbitrator may award only monetary relief and is not empowered to award damages other than compensatory damages. The award is final and may not be appealed except for clear abuse. The award rendered by the arbitrator may be entered by any court of competent jurisdiction. Except as may be required by applicable law or to the extent necessary in connection with a judicial challenge, or enforcement of an award, neither a party nor the arbitrator may disclose the existence, content, record or results of an arbitration. Notwithstanding the provisions of this Section 17.g, nothing shall preclude the Company from seeking equitable or injunctive relief against you in a court of competent jurisdiction. The Agent acknowledges that its obligations under this Agreement are unique and that monetary redress may be inadequate to compensate the Company for a breach thereof.

h. Governing Law and Jurisdiction

This agreement, the legal relations between the parties and the adjudication and the enforcement thereof, shall be governed by and interpreted and construed in accordance with the substantive laws of the state of North Carolina, without regard to the principals of conflicts of law thereof.

i. Waiver of Jury Trial

Each party hereby waives their respective rights to a jury trial of any claim or cause of action based upon or arising out of this agreement, any of the agreements contemplated hereby or any of the transactions contemplated herein or therein, including contract claims, tort claims, breach of duty claims, and all other common law or statutory claims. Each party recognizes and agrees that the foregoing waiver constitutes a material inducement for it to enter into this agreement. Each party represents and warrants that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel.

j. Interpretation

When a reference is made in this Agreement to a Section, Exhibit or Schedule, such reference shall be to a Section of or Exhibit or Schedule to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns and pronouns shall include the plural and vice versa. Any reference to “applicable law” in this Agreement means any law, statute, rule, executive order, ordinance, regulation, administrative ruling or judgment of any governmental authority or any order, writ, injunction or decree entered by any court, arbitrator or other governmental authority.

k. Binding Effect; Persons Benefiting

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and the respective successors and permitted assigns of the Parties. Except as set forth in the preceding sentence, nothing in this Agreement is intended or shall be construed to confer upon any Person other than the Parties hereto and their successors and permitted assigns any right, remedy or claim under or by reason of this Agreement or any part hereof.

l. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement, it being understood that all of the Parties need not sign the same counterpart. Delivery of an executed counterpart by facsimile or other means of electronic transmission will be as effective as delivery of a manually executed counterpart.

m. Amendments

Subject to compliance with applicable law, this Agreement may be amended, altered or modified only by a written instrument executed by each of the Parties hereto. Notwithstanding the foregoing, the Company may revise or amend the Schedule of Commissions, or issue a substitute schedule, at any time with such frequency, as it deems necessary or appropriate.

n. Entire Agreement

This Agreement, together with the Schedules and Exhibits hereto, constitute the entire understanding and agreement of the Parties and supersede all prior agreements and understandings, written and oral, among the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of

AGENCY

Agency Name: _____

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Address: _____

City, St, Zip: _____

Date: _____

SOUTHLAND NATIONAL INSURANCE CORPORATION

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachment 1

Commission Schedule

I. Commission Rates

Group Type	Selling Agent (flat rate)
Traditional Dental Plans	0 to 10%
Defined Care Dental Plans	0 to 10%

II. Other Information

1. A minimum of ten (10) subscribers is necessary to constitute a Traditional group. A minimum of three (3) subscribers is necessary to constitute a Defined Care group.
2. Commissions are generated on or around the 20th of each month on all premiums due and collected from the previous month if the total commission due is greater than \$25.00. If the total commission due the Agent is less than \$25.00 for the month, the commissions will accrue without interest until the amount reaches \$25.00 at which time the Agent will receive his/her commission.
3. Commissions are payable on all business for which the agent has an Agent of Record letter on the date said business becomes effective with the Plan.
4. SNIC, at its sole discretion, may offer promotional incentives in addition to those outlined above.
5. SNIC has the right to change this attachment as it may determine. SNIC retains the right to establish, implement, modify, or discontinue production standards and other objective criteria to qualify for commissions or other incentives payable hereunder.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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									
-				-					
or									
Employer identification number									
-									

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.