

Appointment Application Check List

- LifeSecure Agent, Distribution Partner/Agency, or Administrative Appointment Application – 3 Pages
- W-9 Form – 1st Page needed
- Agent Direct Deposit Authorization (ACH) along with void check – 1 Page
- LTC Assignment of Commissions – 2 Pages*
- Accident & Health and/or Corporation/Agency License – 1 Page
- Signed Selling Agreement (Agent Contract)
 - DP Addendum if applicable
- Proof of LTC/LTC Partnership CE Credit (if applicable for state of appointment)
- *If an agent (principal) plans to sell under the name of the Agency then the agent and Agency must be licensed and appointed. A complete Agency Application Package (including the Distribution Partner/Agency Application, Selling Agent Agreement, W9 Form for Corporation (with TIN), ACH Direct Deposit Form and Agent & Corporation License) must be submitted.

Return Completed Paperwork To:

IMGA Financial Group
PO Box 640
216 N El Paso Ave, Suite B
Russellville AR 72811-0640

P 800-951-1708
F 479-967-9898

If faxing, return ONLY pages that require a signature or data input. Don't forget to include a copy of your current license, E&O certificate, and VOID check.



Agent Appointment Application

Applicant Information

Last Name	First	Middle	Prefix	Designations
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IMO/MGA/Agency AFFILIATION (IF APPLICABLE):
 IMO/MGA/Agency Name: John L. Terry, III - IMGA Financial Group
 Lifesecure No.: _____

Business Mailing Address (No P.O. Box)

Home Mailing Address

City, State, Zip

City, State, Zip

Business Phone Number

Home Phone Number

Business E-mail Address

Personal E-mail Address

Date of Birth Social

Security & Federal Tax ID Number*

Preferred Physical Mailing Address:

Business Home

Preferred E-Mail Address:

Business Home

Preferred Address for Online Agent Search

Business Home



Residence Addresses for Past 10 Years

Street	City	State	Zip
Street	City	State	Zip
Street	City	State	Zip

Licensing Information

Attach copies of active licenses for each state for which you are requesting appointment.*
 If applicable, attach copies of any state-required LTCi Continuing Education (CE) Certificates of Completion

*LifeSecure will pay appointment fees for your resident state and then up to two states or counties.

General Information

Have you ever had your insurance license suspended or revoked?	Yes	No
Has any state ever taken any disciplinary action against you?	Yes	No
Have you ever been charged, convicted or pled no contest to a crime?	Yes	No

If yes to previous question, please provide details:

State	County	Date	Charge	Sentence/disposition
State	County	Date	Charge	Sentence/disposition
State	County	Date	Charge	Sentence/disposition

Long Term Care Experience

Are you currently selling long term care insurance? Yes No

If yes, what is your placed LTC Premium from the past 12 months? _____

What are your projected premium goals for LifeSecure LTC production? _____



I certify that the statements made in this application are true and correct to the best of my knowledge and understand that falsification or omission of this information could result in termination of my appointment. Permission is hereby granted to obtain verification of the statements made herein, request a personal investigative report, access any and all public information, and to obtain references from any of the names listed above. I authorize the references listed herein to release any and all information concerning my previous employment and any pertinent information they may have, personal or otherwise, and release all parties from all liability for any damage that may result from furnishing same.

I also authorize the procurement of a consumer credit report and understand it may contain information about my background, mode of living, character and personal reputation. According to the Fair Credit Reporting Act (FCRA, Public Law 91-508, Title VI) which was revised effective September 30, 1997. I am entitled to know if the considerations for which I am applying are denied because of information obtained from a consumer reporting agency. If so, I will be notified and be given the name of the agency providing that report.

I acknowledge that a facsimile (FAX) or copy of this release shall be as valid as the original. This release is valid for most federal, state and county agencies including the Minnesota Department of Labor.

Minnesota/California applicants only. If you want a copy of the report ordered, check this box. The report will be sent to you at the address listed below your signature.

I agree not to disclose during or after my contracted service to anyone outside LifeSecure Insurance and Subsidiaries (hereinafter referred to as the "Company"), except with the Company's prior written permission, any trade secrets, invention, work of authorship, proprietary information, or proprietary thing that is related in any manner to any actual or anticipated business research, development, product, device, activity, concept or design of the Company that I learn of as a result of being appointed with the Company. I agree not to solicit any business for the Company before written authorization has been received from the Company and/or any required governmental agency.

This application is not a contract and cannot create a contract. If appointed by the Company, I agree to abide by its rules, regulations, and any agreement provided by the Company. Further, I understand that my appointment is "at-will" and can be terminated at any time by either party, with or without cause and with or without notice.

Applicant's Signature

Date

Fair Credit Reporting Act Notice:

In accordance with the Fair Credit Reporting Act (FCRA, Public Law 91-508, Title VI), revised effective September 30, 1997, this information may only be used to verify a statement(s) made by an individual in connection with legitimate business needs. The depth of information available varies from state to state. Status of updates are available on request.

E & O Requirement Notice:

LifeSecure requires you to carry E & O Insurance as part of your contract. Please refer to the Selling Agreement for more information.



LIFESECURE INSURANCE COMPANY
10559 Citation Dr., Suite 300, Brighton, Michigan 48116

SELLING AGENT AGREEMENT FOR LONG TERM CARE PRODUCT

Agent: _____

Address: _____

Effective Date: _____

This Selling Agent Agreement for Long-Term Care Product ("**Agreement**"), is effective as of the date shown above, between **LifeSecure Insurance Company**, a Michigan insurance corporation having its principal place of business at 10559 Citation Drive, Suite 300, Brighton Michigan 48116 ("**Company**"); and the Agent/company ("**Agent**") shown above, licensed in the State(s) identified in Exhibit 1 attached hereto (collectively, the ("**State**") by the appropriate State insurance authority(ies) (collectively, the "Insurance Authority") as a life/health/disability insurance agent.

Whereas the Agent desires to sell the Company's long-term care insurance policies ("**Policies**"), and the Company agrees to appoint the Agent who is in good standing with the Insurance Authority to sell its Policies, the parties agree as follows:

I. DEFINITIONS

- 1.1 Agent** means the party contracting with the Company under this Agreement who has been: (i) appropriately licensed by the State Insurance Authority, the applicable regulatory agency; and (ii) appointed by the Company to sell long-term care insurance policies.
- 1.2 Company** is LifeSecure Insurance Company. The Company underwrites and issues Policies to individuals.
- 1.3 Policies** are defined as insurance policies offered by the Company for sale in the State(s).
- 1.4 Applicant** means any individual that submits an application for insurance with the Company for benefits covered by Policies.

II. TERM

The term of this Agreement is one year from the date of signature, and this Agreement will automatically renew for each successive year term until terminated per Section XVII of this Agreement. Nothing contained herein shall require the Company to renew the Agent's appointment with the Company.

III. APPOINTMENT

- 3.1** The Company hereby authorizes the Agent to solicit applications and otherwise perform the function of an agent for issuance of Policies, subject to the terms and conditions of this Agreement. This appointment shall be effective upon execution of this Agreement.
- 3.2** The Agent agrees that the Company has no obligation to renew or reappoint the Agent as its agent with the Insurance Authority.

IV. SCOPE OF AUTHORITY

The Agent is only authorized to solicit, procure, negotiate, deliver, renew, or continue Policies on the Company's behalf per the terms of this agreement.

V. AGENT'S RESPONSIBILITIES/OBLIGATIONS

- 5.1** The Agent has the responsibility and agrees to:
- obtain from each Applicant a fully completed application,
 - to accurately reflect all of the information obtained from the Applicant,
 - collect and immediately forward any premium and the application to the Company
 - provide required copies to the applicant and submit all required documents and disclosures as required by Company procedures, federal or state law and regulations.
 - agree to not alter or modify any material(s) without prior written approval of the Company.
- 5.2** The Agent shall inform each Applicant that in the event the application is not approved, the Company will refund to each Applicant any full or partial premium paid.
- 5.3** The Agent shall inform each Applicant that approval of an application and issuance of a Policy by the Company is contingent upon satisfaction of the requirements of the Company's underwriting guidelines and procedures.
- 5.4** The Agent agrees that it shall only provide a summary of tax-related issues prepared by the Company arising from Policies. The Agent shall not provide any additional information relating to explanations of tax consequences of Policies to Applicants unless the Agent obtains prior approval of the Company.
- 5.5** The Agent shall be responsible for all money and documents received or collected on behalf of the Company or entrusted to the Agent by the Company. This responsibility shall include, but is not limited to, the loss by accident, theft or other perils of money or items of value belonging to the Company or Applicant and directly or indirectly coming into the Agent's control. All money or items of value received or collected on behalf of the Company under this Agreement are and shall remain the property of the Company, and nothing contained herein shall be construed to give the Agent any interest, ownership, or proprietary interest or control over funds Agent receives or collects on behalf of the Company.
- 5.6** The Agent agrees to submit to the Company reports at such time and on such forms as are or may be required by the Company relating to matters covered in, related to, or arising out of this Agreement.
- 5.7** The Agent agrees to attend the Company's agent training workshops as may be deemed appropriate or required by the Company. The Agent certifies Agent's full understanding and preparation to present the Policies completely and accurately.
- 5.8** The Agent shall comply with all applicable federal and state laws and regulations regarding unfair trade practices, twisting, rebating, and dividing or attempting to divide commissions. The Agent further agrees to abide by all other applicable laws, regulations, Company guidelines and procedure manuals, including but not limited to:
- Agent Code of Ethics/Compliance Manual
 - The Business Associate Addendum attached hereto as Exhibit 2 as required by the Health Insurance Portability and Accountability Act of 1996, as amended, and the Company Privacy procedures to comply with the Graham-Leach-Bliley Act of 1999 (GLB).
 - Advertising procedures and guidelines
 - Record Retention
 - Fair Competition laws and regulations

- Replacement regulations for Long Term Care
 - Suitability Standards
 - Complaint handling procedures
- 5.9 The Agent shall immediately report to the Company, in writing, any known violations of federal or state laws by the Agent or its employees relating to matters covered by, related to, or arising out of this Agreement.
- 5.10 The Agent agrees that it shall pay all expenses incurred by them in the performance of this Agreement.

VI. LIMITATIONS OF AGENT AUTHORITY

- 6.1 The Agent is prohibited from incurring any indebtedness on behalf of the Company for any purpose whatsoever, without first obtaining the written consent of the Company.
- 6.2 The Agent has no authority to alter, modify, waive, or change any of the terms, rates, or conditions of any of the Policies, to omit any information requested on the applicable application form or to otherwise alter such application form, to make rate guarantees or service guarantees, to bind coverage outside the conditional receipts process, to extend the time for payment of premiums, to endorse checks payable to the Company, or to collect or receive any money or funds on behalf of the Company, including premiums other than the initial premium.
- 6.3 The Agent agrees to abide by all applicable laws, rules, regulations, agreements, instructions, or policies and procedures of the Company, the State, including the Insurance Authority, and the U.S. Government, now in force and such as may be hereafter adopted. Violation of this provision or this Agreement shall constitute an unauthorized act for which the Agent shall indemnify and hold harmless the Company, its subsidiaries and/or affiliates, directors, officers, and employees in accordance with Section VII of this Agreement.
- 6.4 The Agent has no authority to make and shall not make any agreement on behalf of the Company rendering or purporting to render the Company liable for commissions, fees, benefits, or other remuneration to any other person.
- 6.5 The Agent may not assign this Agreement or appoint subagents under this Agreement. Agent will exercise all authority conferred herein personally.

VII. INDEMNITY

The Agent agrees to defend, indemnify, and hold harmless the Company, its subsidiaries and affiliates, and the Directors, Officers, employees, successors, and assigns of the Company and of the Company's subsidiaries and affiliates from any and all claims, lawsuits, administrative actions, settlements, judgments, costs, interest, and penalties, expenses, and taxes, including but not limited to attorney's fees and court costs, brought against the Company or the Agent, resulting from, or arising directly or indirectly out of or in connection with, any action or lack of action by the Agent.

Company agrees to defend, indemnify, and hold harmless the Agent, and assigns of the Agent from any and all claims, lawsuits, administrative actions, settlements, judgments, costs, interest, and penalties, expenses, and taxes, including but not limited to attorney's fees and court costs, brought against the Agent, resulting from, or arising directly or indirectly out of or in connection with, any action or lack of action by the Company.

VIII. RELATIONSHIP

It is the intent of the parties hereto that the Agent is not, and shall not be considered, an employee, partner, or joint venturer of the Company for any purpose. The Agent is acting as an independent contractor and nothing contained herein shall be construed to create the relationship of employer and employee between the Agent and the Company.

IX. LICENSE, TAXES, INSURANCE

- 9.1 The Agent and its representatives shall obtain and maintain a valid agent's license(s) as required by applicable law, regulations, and policies, including compliance with any continuing education requirements. The Agent shall forward upon request to the Company copies of all required licenses and where applicable evidence of having fulfilled all long term care educational requirements. The Agent shall also notify the Company, in writing, of any changes in such licensure status immediately upon receiving notice of such change.
- 9.2 The Agent shall pay all income, self-employment, unemployment and privilege taxes and all other taxes, assessments, levies, licensing fees required for Agent's business.
- 9.3 The Agent agrees not to solicit sales of any long-term care insurance policies of the Company in any state or jurisdiction other than the State(s).
- 9.4 The Agent agrees that it shall take no action contrary to any federal or state regulatory requirement that might directly or indirectly subject the Company to regulatory actions or expenses.
- 9.5 Agent agrees to hold and maintain at all times Errors and Omissions coverage as will adequately protect the Company from any liability resulting from the acts, conduct, or lack of acts or conduct of the Agent and its representatives. In no event will the Agent maintain less than \$250,000 Errors and Omissions coverage. The Agent shall provide the Company, upon request, with evidence of Errors and Omissions coverage. If at any time the Agent's Error and Omissions coverage is subject to a material change, the Agent shall promptly inform the Company of this change in writing.

X. ADVERTISING AND MARKETING

- 10.1 The Company shall provide, the Agent with a supply of advertising materials describing the Policies as deemed reasonably necessary. For purposes of this section, advertising materials mean any and all advertising, promotional, or other materials that describe the Company, Policies, or both. The Agent may not alter or modify these advertising materials in any manner without obtaining the prior written approval of the Company.
- 10.2 The Agent shall not publish or cause to be published any advertisements, circulars or other materials referring, explicitly or implicitly, to the Company, or concerning the Company and/or any of the Company's Policies, or to imply the Company's support or non-support of any issue, without first securing the written approval of the Company. **The Agent shall not make use of the Company' names and/or symbols in any advertisement or other material without the express prior written consent of the Company.**
- 10.3 The Agent shall only advertise or market information relating to Policies in accordance with federal and state laws and regulations and the Company's policies and procedures.
- 10.4 The Agent shall agree to adhere to standards of marketing conduct which go beyond minimum legal requirements and subscribe willingly to:
 - Avoid all high pressure sales tactics;
 - Not misrepresent any policy benefit, condition or limitation;
 - Not replace or change any existing insurance plan unless it is clearly in the best interest of the client;
 - Practice strict adherence to ethical insurance sales practices during prospecting and presenting policies;
 - Avoid participation in any conduct that would bring dishonor upon either the Agent's profession or the Company;
 - Faithfully provide service after the sale

XI. RECORDS AND CONFIDENTIALITY

- 11.1** The Agent shall maintain accurate records of transactions relating to Policies on behalf of the Company in a manner satisfactory to the Company.
- 11.2** The Agent shall not disclose any confidential information acquired through this Agreement regarding the Company and its business methods and policies. Violation of this provision will result in liability to the Company as described in Section VII of this Agreement. The Company shall not disclose any confidential information acquired through this Agreement regarding the Agent and its business methods and policies. Violation of this provision will result in liability to the Agent as described in Section VII of this Agreement.
- 11.3** The Agent shall maintain the confidentiality of any documents relating to Policies in accordance with applicable federal law, including but not limited to the Standard for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 ("Privacy Standards"), and the Gramm-Leach-Bliley Act of 1999, as well as any applicable state laws or regulations.
- 11.4** The Agent shall have readily available records of policies to enable policyholders and Insurance Authority(ies) to access information as they may deem necessary and are entitled under federal and state laws.
- 11.5** The Company shall have the right to audit all records of any kind directly or indirectly related to the Agent's duties under this Agreement. The Agent shall fully cooperate with any such audits, making available and causing others to make available records, books, computer stored or generated information, or any other documents requested by the Company. Such audit will be at such reasonable time and place as agreed upon by the parties. The Agent agrees to reimburse the Company for the expense of any audit arising out of actions taken by the Agent or its representatives.
- 11.6** The Agent agrees that all printed matter, applications, sales literature, and other written material which the Company may furnish shall remain the property of the Company, subject at all times to their control, to be returned by the Agent upon request or termination of this Agreement.

XII. TERRITORY

The territory covered by this Agreement is the State(s). The territory is not assigned exclusively to the Agent.

XIII. ENTIRE CONTRACT

This Agreement, any attached addenda, amendments and supplements and all referenced schedules and plans constitute the entire agreement between the parties hereto, provided, however, that anything not specifically set forth herein will be subject to the rules and regulations of the Company as such are issued from time to time. Any prior agreements, promises, negotiations or representations, either verbal or written, relating to the subject matter of this Agreement and not expressly set forth in this Agreement are of no force or effect. No amendments shall be effective unless in writing.

XIV. FORFEITURE

- 14.1** Upon termination of this Agreement, in accordance with Section 17.2 through 17.4, the Company shall be no longer liable to the Agent for certain commissions, service fees, and/or renewal commissions as set forth in Exhibit 3 attached hereto.
- 14.2** The Agent further agrees that fraud, malfeasance, misappropriations, or withholding of funds by the Agent or its representatives or the willful neglect of any duty or obligation hereunder, or retaining of policies or other property of the Company after demand for same shall have been made by the Company or its authorized representative, shall result in the forfeiture of any and all commissions, service fees, and/or renewal commissions of every kind that the Agent might otherwise have acquired or have earned under any and all contracts with the Company.

14.3 The Agent further agrees that any failure by the Agent or its representatives to fully comply with the terms and conditions of this Agreement, The Company regulations or guidelines, or to comply with applicable State law, Insurance Authority regulations, or federal law with respect to an application, will result in a complete forfeiture of commissions, service fees, and/or renewal commissions that are associated with that application or applicant.

XV. ASSIGNMENT

Any assignment by the Agent of any rights or duties or any commissions or any other funds, or any portion thereof, due or to become due to the Agent hereunder shall not be valid unless specifically authorized in advance in writing by a duly authorized representative of the Company. The Company will not honor any unauthorized assignment and such unauthorized assignment shall be void and of no effect. Any assignment so authorized shall be subject to any and all indebtedness of the Agent to the Company then or thereafter existing.

XVI. COMPENSATION

16.1 The Agent will receive a commission according to the commission schedule set forth in Exhibit 3 attached hereto.

16.2 The Company shall have a prior lien on any and all sums of money due or to become due to the Agent under this Agreement. In the event the Agent owes the Company or its subsidiaries money for any reason, the Company is released of any obligation to pay the Agent commissions. The Agent also agrees that the Company, in its sole discretion, may offset any indebtedness, obligation, or liability of the Agent against such sums of money the amount of any such indebtedness, obligation, or liability. In the event the Company is required to pursue collection procedures in order to collect any indebtedness, the Agent agrees to be liable for any and all expenses of the Company so incurred. Upon satisfaction of outstanding amounts, the Company will pay the Agent commissions as are then due.

16.3 In the event the Company, whether during the continuance or after termination of this Agreement, returns the premium paid on any policy, the Agent agrees to repay the Company upon demand the amount of commission earned on returned premiums or premium equivalents.

16.4 Except for clerical errors and/or undisclosed material facts, the regular commission statement the Company issues to the Agent shall be deemed to be an accurate and complete record accepted by and satisfactory to the Agent of:

16.4.1 All the commissions the Company owes the Agent, and

16.4.2 All commission accounts between the Agent and the Company purporting to be covered by that statement.

16.4.3 The only exceptions shall be in the case of a claim by the Agent to the contrary in writing and received at the Home Office of the Company within the time period set forth in Exhibit 3.

XVII. TERMINATION

17.1 This Agreement may be canceled by either party hereto, at any time, for any reason, by providing thirty (30) days written notice to all parties to this agreement. No party shall have any claim against the other for any alleged loss of prospective profits or commissions or any damage alleged to be caused in the future of the business of any party by such termination.

17.2 This Agreement is subject to termination for cause upon 30 days written notice by the Company upon the occurrence of any of the following events and the failure to cure within 30 days of the notice where the Agent:

1. Intentionally fails to comply with the terms of this Agreement;

2. Intentionally misrepresents or fails to disclose material information provided to the Company, including underwriting information on an application for insurance or reinstatement of a policy;
 3. Intentionally misrepresents any the Company policies or services;
 4. Knowingly and unjustifiably withholds any policies, receipts, documents, correspondence, or any other information that rightfully should have been transmitted to the Company or policyholders;
 5. Knowingly and unjustifiably withholds any funds, including premiums and commission payable to the Company or others;
 6. Knowingly and deliberately uses, without prior written the Company approval, advertising or sales materials which refer to the Company, its policies or officers;
 7. Embarks on a deliberate course of action to initiate the replacement (lapse or surrender) of the Company's Long-Term Care business on a wholesale basis;
 8. Commits or attempts to commit fraud against the Company or its policyholders;
 9. Is convicted of a felony or has its insurance license revoked or other punitive action is taken against it by any state or other jurisdiction as a result of a criminal act by the Agent;
 10. Fails to pay on demand any money due and owing the Company after receiving a written request for payment setting out the basis therefore and providing for a commercially reasonable period of time to make payment;
 11. Fails to promptly return any physical property belonging to the Company when requested to do so;
 12. Knowingly engages in any act of bad faith against the Company, its policyholders, or its producers;
 13. Suggests or encourages, directly or indirectly, the Company employees or producers to discontinue their association with the Company.
- 17.3** This Agreement shall immediately and automatically terminate if at any time the license granted to the Agent from the State(s) is suspended or revoked, as of the date such license is suspended or revoked.
- 17.4** This Agreement may be cancelled by the Company without prior notice if the Company, in its sole discretion, determines that the Agent has breached any material term or condition of this Agreement. Unauthorized use of the Company names and/or symbols is a material breach of this Agreement.
- 17.5** Upon termination of this Agreement, all books, supplies, documents, and other materials, including but without limitation, those containing the records of the business of the Company shall be immediately delivered to the Company upon demand. Additionally, the Agent shall allow the Company full liberty to audit, inspect, copy, and to take notes of all information as to the business of the Company which is contained in any books or documents which belong to the Agent and the Agent (if applicable) will make available any documents that belong to the Agent's Agency.
- 17.6** Upon termination of this Agreement, commission(s) will be paid by the Company on all policies issued prior to the date of termination. This includes any applications submitted that are signed by the Agent prior to the effective date of termination for policies issued after the date of termination.
- 17.7** Upon termination of this Agreement, the Company will terminate the Agent's appointment and send notification of such termination to the Agent.

XVIII. SETTLEMENT OF DISPUTES

- 18.1** If a controversy should arise out of this Agreement or the claimed breach thereof, the parties will attempt to resolve this matter. In the event that the parties are unable to resolve the dispute through informal discussion, they will participate in mediation in a mutually agreeable form and format. In the event that the dispute is not resolved through mediation, the parties will submit the dispute to arbitration and attempt to agree upon rules and procedures for the arbitration. If the parties are unable to agree upon such rules and procedures, the arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered into any court having jurisdiction thereof. Venue shall lie in Livingston County, Michigan.
- 18.2** The Agent shall fully cooperate with the Company in any investigation or proceeding of any regulatory or governmental body, or court of competent jurisdiction, if it is determined by the Company that the investigation or proceeding affects matters covered by, related to, or arising out of this Agreement.

XIX. GENERAL PROVISIONS

19.1 Waiver.

The failure by any party at any time to enforce or to require the strict adherence to any provision of this Agreement shall not be deemed to be a waiver of such provision or any other provision of this Agreement.

19.2 Severability.

In the event any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and all other provisions shall remain in full force and effect.

19.3 Survival.

Any provision of this Agreement which requires or reasonably contemplates the performance of an obligation(s) by any party after the termination of this Agreement shall survive such termination unless otherwise specifically provided herein. Provisions which survive the termination of this Agreement include, but are not limited to, Sections VII, XI, XVI, XVII, XVIII, and Exhibit 2 – the Business Associate Addendum.

19.4 Amendment.

This Agreement may be supplemented, modified or amended by the Company at any time by giving the Agent at least 30 days prior written notice of the effective date of each such change; however, if the Agent notifies the Company in writing prior to the effective date that any or all such changes are unacceptable to the Agent, then notwithstanding any other provision of this Agreement, such change(s) shall not become effective and this Agreement shall terminate on said effective date, unless the parties agree otherwise in writing. This Agreement may also be supplemented, modified or amended by written instrument signed by each party that reflects the mutual consent of the parties hereto to amend.

19.5 Governing Law.

This Agreement and the rights of the parties hereunder shall be governed by the laws of the state of Michigan without giving effect to conflicts of law.

19.6 Attorneys Fees.

In the event that a party hereto files a law suit against the other party relating to this Agreement, the prevailing party will be entitled to recover all costs and reasonable attorneys' fees.

19.7 Headings.

All headings used in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

19.8 Notices.

Any notice, amendment, or consent required or permitted under this Agreement shall be in writing and transmitted to the recipient by either (i) courier delivery; (ii) Federal Express or similar overnight courier delivery; or (iii) U.S. mail. All notices are to be courier delivered or mailed to the addresses and persons identified on page one (1) of this Agreement, or to such other address as shall be furnished in writing by either party to the other. Notices or communications shall be deemed given upon the date of (a) courier or Federal Express delivery, or (b) in the case of transmittal by U.S. mail, three days after the date the letter is mailed.

IN WITNESS WHEREOF, each of the parties to this Agreement, personally or through their duly authorized representative, hereby acknowledges that he, she, or it has read and understood this Agreement and agrees to be bound by its terms.

AGENT

BY:

(Signature)

Date

NAME:

(Type or Print Name of Agent)

LifeSecure Insurance Company

BY:

(Signature)

Date

NAME:

Lisa Wendt

(Type or Print)

TITLE:

President & CEO



Exhibit 1

State(s) of Authorization

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Missouri |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Montana |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> California | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Florida | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Wisconsin |
| | <input type="checkbox"/> Wyoming |



Exhibit 2

Business Associate Addendum

This Business Associate Addendum ("Addendum") is effective upon execution and is made a part of that Selling Agent Agreement for Long-Term Care Product ("Agreement") between LifeSecure Insurance Company ("Company"), and _____ ("Agent"), effective _____. All capitalized terms in this Addendum that are not defined by this Addendum will have the meaning ascribed to those terms by 45 Code of Federal Regulations Parts 160-64, as may be amended from time to time.

1. **Applicable Law and Policy.**

The Agent acknowledges that if, pursuant to this Agreement, the Agent performs services or assists the Company in the performance of a function or service that involves the use or disclosure of a Applicant's individually identifiable health information ("IIHI), then the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and stricter state laws, as applicable, require that the IIHI be protected from inappropriate uses or disclosures.

2. **Use or Disclosure of IIHI.**

IIHI, in electronic form or otherwise may be used or disclosed only when required by law or as otherwise provided in this Agreement, unless the prior and specific informed written consent of the person to whom the data or information pertains has been obtained. the Agent shall not, and shall ensure that its directors, officers, employees, contractors and agents, do not, use or disclose IIHI received from the Company in any manner that would constitute a violation of applicable law.

The Agent shall not and shall ensure that its directors, officers, employees, contractors, and agents do not disclose IIHI received from the Company in any manner that would constitute am violation of applicable law if disclosed by the Company, except that the Agent may disclose IIHI in a manner permitted pursuant to this Agreement or as required by law. To the extent the Agent discloses IIHI to a third party, the Agent must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such IIHI will be held confidential as provided pursuant to this Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to immediately notify the Agent of any breaches of the confidentiality of the IIHI, to the extent it has obtained knowledge of such breach. Agent agrees to indemnify and hold the Company harmless from any and all liability, damages, costs (including reasonable attorney fees and costs) and expenses imposed upon or asserted against the Company arising out of any claims, demands, awards, settlements or judgments relating to the Agent's use or disclosure of IIHI contrary to the provisions of this Agreement.

3. Safeguards Against Misuse of Information.

The Agent agrees that the Agent will implement all appropriate safeguards to prevent the use or disclosure of IIHI other than pursuant to the terms and conditions of this Agreement. Such safeguards include administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability (as those terms are defined in 45 C.F.R. §164.304) of the electronic IIHI that it creates, receives, maintains, or transmits on behalf of Company as required by 45 CFR Part 160 and Subparts A and C of Part 164 ("Security Rule").

4. Reporting of Disclosures of IIHI.

Agent shall, within five (5) days of becoming aware of a Security Incident (as defined in 45 C.F.R. §164.304) or of a disclosure of IIHI in violation of this Agreement by the Agent, its officers, directors, employees, contractors, or agents, or by a third party to which the Agent disclosed IIHI pursuant to Section 2 of this Agreement, report any such disclosure to the Company.

5. Agreements by Third Parties.

The Agent shall enter into an agreement with any agent or subcontractor that will have access to IIHI that is received from, or created or received by the Agent on behalf of, the Company pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms, and conditions that apply to the Agent pursuant to this Agreement with respect to such IIHI, including that such agent or subcontractor implement reasonable and appropriate safeguards to protect it as described in Section 3 above.

6. Access to Information.

Within five (5) days of a request by the Company for access to IIHI about an Applicant, the Agent shall make available to the Company such IIHI for so long as such information is maintained by the Agent. In the event any individual requests access to IIHI directly from the Agent, the Agent shall within two (2) days forward such request to the Company. Any denials of access to the IIHI requested shall be the responsibility of the Company.

7. Availability of IIHI for Amendment.

Within ten (10) days of receipt of a request from the Company for the amendment of an individual's HHI, the Agent shall provide such information to the Company for amendment and incorporate any such amendments in the IIHI as required by 45 C.F.R. § 164.526.

8. Accounting of Disclosures.

Within ten (10) days of notice by the Company to the Agent that it has received a request for an accounting of disclosures of IIHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, the Agent shall make available to the Company such information as is in the Agent's possession and is required for the Company to make the accounting required by 45 C.F.R. § 164.528. At a minimum, the Agent shall provide the Company with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the IIHI, and if known, the address of such entity or person; (iii) a brief description of the IIHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Agent, the Agent shall within two (2) days forward such request to the Company. It shall be the Company's responsibility to prepare and deliver any such accounting requested. The Agent hereby agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

9. Availability of Books and Records.

The Agent hereby agrees to make its internal practices, books, and records relating to the use and disclosure of IIHI received from, or created or received by the Agent on behalf of, the Company available to the Secretary of the Department of Health and Human Services for purposes of determining the Company's and the Agent's compliance with the Privacy Standards.

10. Termination and Return of Records.

Upon termination of this Agreement, the Agent shall, if feasible, return or destroy all IIHI received from or created or received by the Agent on behalf of the Company that the Agent still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, the protections of this Addendum shall continue indefinitely.

If the Company determines that the Agent has violated the provisions of this Addendum or another material provision of this Agreement, the Company may immediately terminate this Agreement.

11. Amendment to Agreement.

Upon the effective date of any amendment to the Privacy Standards or the Security Rule or the effective date of any other final regulations with respect to IIHI, this Addendum and the Agreement of which it is part will automatically be amended so that the obligations they impose on the Agent shall remain in compliance with such regulations.



LifeSecure Insurance Company Authorization for Direct Deposit (ACH)

Name of Financial Institution

Address

City

State

Zip

Phone Number

Type of Account:

Checking

Savings

Routing Number

Account Number

I hereby authorize all commissions or payments from LifeSecure Insurance Company (LifeSecure) to be directly deposited into the above named account. I understand this authorization will continue until such time as further written authorization is received by LifeSecure to change or discontinue.

I also understand that any monies directly deposited may not be posted to my account or be otherwise available until the next scheduled banking day after the scheduled pay date.

Signature of Accountholder

Date

Printed Name

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.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

Note. If the account is in more than one name, see 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. person (including a U.S. resident alien).

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

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

- The U.S. owner of a disregarded entity and not the entity,

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

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

Nonresident alien who becomes a resident alien.

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

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

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

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

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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

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

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

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

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

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

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

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

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

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



Long Term Care Assignment of Commissions

For VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Assignor,

ASSIGNOR NAME _____ TAX I.D. NUMBER _____

ASSIGNEE NAME _____

ASSIGNEE ADDRESS, CITY, STATE, ZIP _____

(hereinafter called "Assignee"), all rights, title, and interest to commissions on all policies due or to become due, from LifeSecure Insurance Company, its subsidiaries, affiliates, or successors (hereinafter called the "Company") under the Assignor's Agency Agreement with the Company dated ____ / ____ / ____ provided, however, that such commissions shall be subject to all the terms and provisions of said contract including the right of the company to withhold and use such commissions to offset and indebtedness of the Assignor or Assignee of the Company.

Assignor hereby directs the Company to pay the aforesaid commissions to the Assignee, and releases the Company from any and all liability whatsoever to the Assignor by reason of payment of such commissions hereto.

This assignment will become effective on the date accepted and approved by the Company.

Assignor hereby acknowledges that no other assignment or order exists in connection with the commissions described above.

DATE _____

ASSIGNOR SIGNATURE _____

S.S./TAX I.D. NUMBER _____

ASSIGNOR NAME _____

Acceptance of Assignee

Assignee hereby accepts assignments of the above-described commissions and agrees to be bound by the terms and conditions of the above-referenced contract as they affect the above-described commissions. By accepting this assignment, the Assignee agrees to accept the financial consequences and liabilities of all transactions generated by the Assignor – whether positive or negative. In some circumstances, the Assignee will receive a chargeback on a policy even though the original commission may not have been paid to the Assignee.

DATE _____

ASSIGEE SIGNATURE _____

S.S./TAX I.D. NUMBER _____

ASSIGNEE NAME _____



Consent to Assignment

The Company hereby consents to the above assignment of commissions subject to the terms, provisions, and conditions stated or referred to herein, but assumes no responsibility or obligation as to the validity or sufficiency thereof.

LifeSecure Insurance Company

BY:

(Signature)

Date

NAME:

Lisa Wendt
(Type or Print)

TITLE:

President & CEO