

Contracting Instructions

For

Vision Service Plan (VSP)

In order for you to market and receive compensation, you must be contracted with Morgan-White, Ltd. and hold a current resident or non-resident license.

The following items must be completed and returned:

- ❑ **Complete & Sign the Producer Information Form**
- ❑ **Complete & Sign the W-9 form.**
- ❑ **Complete & Sign the Morgan-White, Ltd Producing Agent Contract and Commission Addendum.**
- ❑ **A copy of your current resident state insurance license and a copy of your current insurance license for any non-resident states in which you will present the products.**
- ❑ **If your commission is payable to your agency, include a copy of your agency insurance license for any states in which you will present the products.**
- ❑ **A copy of your current E&O insurance summary page.**

If you have questions or need assistance, please contact our office at 8 ext. 1.

Please send all of these items to:

**Morgan-White Administrators, Inc
Attn: Mary Newman
P O Box 14067
Jackson, MS 39236-4067**

Producer Information Form

Commissions

Commissions are to be paid/assigned to: Agent/Producer Agency/Company
Commission Statements are to be mailed to: Agent/Producer Agency/Company
 Other

Name of Person Responsible

Email Address - **Required**

Mailing Address (If Different)

City

State

Zip

Bank Account Information for Electronic Funds Transfer

This is authorization for MorganWhite to direct deposit commissions into my checking account.

******Please attach a blank voided check on the bank on which deposits are to be made******

Name of Bank

Name on Bank Account

Checking

Savings

Routing Number

Account Number

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.

MORGAN-WHITE, LTD.

Producing Agent Contract

Producing Agent Contract

This contract is made this ____ day of _____ 20____. (the effective date) and between Morgan-White, Ltd. (the Company) with its home office at 5722 I-55 North Frontage Road, Jackson, MS 39211, and _____ hereinafter designated as the Producing Agent

doing business as:

- An individual
- A partnership
- A corporation organized under the laws of the state of _____.

Having its principal place of business at: _____

The Company herein appoints said Producing Agent with powers, liabilities and duties of and subject to all of the terms and conditions of said Contract, with all amendments thereto, do covenant and agree with each other to conduct business under the terms and conditions of this Contract as follows:

1. Authority

- 1.1 Authority to Solicit** - The Producing Agent is hereby authorized to solicit applications for insurance for the Company; to collect the first premium on each policy of insurance applied for and pay the same to the Company; to deliver policies of insurance as directed by the Company, if the insured(s) is/are in good health and the first premium has been paid; and to do any act or perform any duty which is specifically authorized in writing and signed by an officer of the Company.
- 1.2 Territory** - The Producing Agent may solicit applications for insurance only in territories in which he and the Company are duly licensed and authorized to conduct business.
- 1.3 Limitation of Authority** - The Producing Agent has no authority to alter, modify, waive or change any of the terms, rates or conditions of the Company's policies or contracts. Likewise, the Producing Agent shall have no authority to collect or issue receipts for premiums other than the first premium, to endorse checks payable to the Company, to advertise or publish any matter or thing concerning the Company or its policies without written permission granted subsequent to the filing of a proposed copy of such material with the Company. Such written permission can only be granted by an Officer of the Company. The Producing Agent also agrees that he has no authority to do or perform any act other than as expressly granted herein.
- 1.4 Relationship** - The relationship between the Company and the Producing Agent shall be that of independent contractor and contractee, and not that of employer and employee. The Producing Agent shall be free to exercise independent judgment as to the time and manner in which he may perform the services authorized to be performed under this Contract, but the Company may from time to time prescribe rules and regulations with respect to the conduct of the business covered hereby, not interfering with such freedom of action of the Producing Agent, which rules and regulations the Producing Agent will conform to and observe. It is agreed that if any training materials, sales aids or similar services are furnished to the Producing Agent by the Company, it is for the purpose of assisting the Producing Agent and not to control the Producing Agent. It is further agreed that such materials are considered to be proprietary information and the intellectual property of the Company. Unauthorized retention or disclosure of this information and/or materials may damage the Company. All materials will be returned to the Company upon request or termination of the Contract.

2. Compensation

- 2.1 Commissions** - Subject to the provisions of this Contract, in accordance with the rules and regulations of the Company, the Producing Agent shall be allowed as compensation hereunder commissions as set forth in the Agent Commission Schedule [attached hereto and incorporated herein by reference] on all business produced by him.
- 2.2 Vesting** - If this Contract is terminated by the Company or the Producing Agent, or should the Producing Agent die or become totally disabled while this Contract is in force, he, or in the case of his death, his heirs or legal representatives shall receive commissions that occur under the provisions of this Contract, if any, providing the Managing Sales Representative or another contracted Producing Agent continues to service his business in force with the Company and makes a diligent effort to conserve such business. Such renewal commissions shall terminate when the total renewal commissions so payable are less than \$360.00 annually.
- 2.3 Assignments** - No assignment of any commission or any other monies, or any portion thereof, due to or to become due the Producing Agent hereunder shall be valid unless authorized in advance and in writing by an Officer of the Company. Any assignment so authorized shall be subject to any and all indebtedness of the Producing Agent to the Company then existing or thereafter accruing.
- 2.4 Monthly Accounting** - The Company shall furnish the Producing Agent with a monthly statement on a timely basis indicating all premium collections, commissions earned and payments made to the Producing Agent. The Producing Agent shall notify the Company of all possible errors in the accounting statement within ninety [90] days of the closing of the monthly accounting period. A failure to give such notification shall be considered a waiver of the right to object to such accounting.
- 2.5 Expenses** - The Producing Agent shall pay all expenses incurred by him in the performance of this Contract and, when requested by the Company, shall furnish a bond of indemnity in such form and amount as may be approved by the Company. A failure to pay such expenses is agreed to be authorized for the Company to offset the amount of the expenses incurred and unpaid against any commissions owed the Producing Agent.
- 2.6 Refunds** - Should the Company for any reason refund any premium on any policy secured hereunder, then the Producing Agent shall repay, on demand, any commissions received on that premium. A failure to repay these commissions is agreed to constitute authorization for the Company to offset such amounts against any commissions due the Producing Agent on any policy secured hereunder.

3. Termination

- 3.1** This Contract shall terminate on the earliest of the following dates:
- A. the date of your death, if an individual; or
 - B. the date specified in a notice of termination which may be given by either party to this contract, such date being not less than thirty [30] days from the date the notice is delivered personally or is mailed to the last known address of the party to whom notice is given; or
 - C. the date you shall fail to pay over on demand any monies belonging to or due the Company; or
 - D. the date of any material violation of any term or condition of this contract; or
 - E. the date your license is terminated for cause by the Insurance Department of any state; or
 - F. the date of dissolution of a partnership or corporation, or
 - G. the date as indicated in Section 7.2 of this contract.
- 3.2 Forfeiture of Commissions** - Should you at any time, withhold Company funds, create fraud, malfeasance; or slander/defame the character of the company; or misrepresent the Company, its products, its services; or if your license is terminated for cause by the Insurance Department of any state, the Company shall terminate your right to all commissions or other compensation thereafter payable under this Contract or under any prior contract, and shall terminate this Contract as well as any other contracts then in force.
- 3.3 Minimum Production Requirements** - The Producing Agent is expected to produce a minimum amount of \$2,000 of new business production during each full calendar year. Failure to do so may result in the discontinuance of the Agent Commission Schedule attached hereto in favor of a lesser schedule.

3.4 Marketing - Any advertisements or marketing materials, including electronic media, bearing the names, products or logos of any company of the Morgan-White Group of Companies, including Morgan-White, LTD., or the carriers who underwrite the products of Morgan-White Group and/or promoting any specific policies must be approved in writing in advance of use by an officer of the Company. An exact copy of the advertisement *must* be submitted. Failure to comply will result in immediate termination of contract and loss of renewal commissions.

4. Sales Practices - No Producing Agent shall:

- A. use advertising that is intended to mislead and/or deceive the public,
- B. fail to provide truthful and adequate disclosure of all immaterial and relevant information in advertising, or
- C. mislabel products, or
- D. intentionally misrepresent the Company, its products or services,
- E. slander or defame the Company in any manner.

5. Privacy of Protected Health Information.

For the purposes of sections 5 through 8, Producing Agent is considered to be a Business Associate of the Company. Company and Business Associate mutually agree to comply with the requirements of the implementation regulations at Section 45 Code of Federal Regulations (“C.F.R.”) Parts 160-164, for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

5.1 Permitted Uses and Disclosures. Business Associate is permitted to use and disclose Protected Health Information that it creates or receives on Company’s behalf or receives from Company (or another business associate of Company) and to request Protected Health Information on Company’s behalf (collectively, “Company’s Protected Health Information”) only as follows:

- A. **Functions and Activities on Company’s Behalf.** To perform functions, activities, and services on behalf of Company as specified in this Contract.
- B. **Business Associate’s Operations.** For Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities, provided that, with respect to disclosure of Company’s Protected Health Information, either:
 - 1. The disclosure is required by law; or
 - 2. Business Associate obtains reasonable assurance, evidenced by written contract or proper authorization, from any person or entity to which Business Associate will disclose Company’s Protected Health Information that the person or entity will:
 - a. Hold Company’s Protected Health Information in confidence and use or further disclose Company’s Protected Health Information only for the purpose for which Business Associate disclosed Company’s Protected Health Information to the person or entity or as Required by Law; and
 - b. Promptly notify Business Associate (who will in turn notify Company in accordance with Section 7(A) of any instance of which the person or entity becomes aware in which the confidentiality of Company’s Protected Health Information was breached.

5.2 Minimum Necessary - Business Associate will, in its performance of the functions, activities, services, and operations specified in Section 5.1 above, make reasonable efforts to use, to disclose, and to request of a Covered Entity only the minimum amount of Company’s Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum necessary limitation with respect to:

- A. Disclosure to or request by a health care provider for Treatment;
- B. Use with or disclosure to an individual who is the subject of Company’s Protected Health Information, or that individual’s personal representative;
- C. Use or disclosure made pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of Company’s Protected Health Information to be used or disclosed, or by that individual’s personal representative;
- D. Disclosure to the United States Department of Health and Human Services (“DHHS”) in accordance with Section 8A;
- E. Use or disclosure that is Required by Law; or

F. Any other use or disclosure that is excepted from the minimum necessary limitation as specified in 45 C.F.R. § 164.502(b)(2).

5.3 Prohibition on Unauthorized Use or Disclosure. Business Associate will neither use nor disclose Company's Protected Health Information, except as permitted or required by this Contract or in writing by Company or as required by Law. This Contract does not authorize Business Associate to use or disclose Company's Protected Health Information in a manner that will violate the 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information" if done by Company, except as set forth in Section 5.1B.

5.4 Information Safeguards. Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards, in compliance with 45 C.F.R. § 164.530(c) and any other implementing regulation issued by DHHS that is applicable to Business Associate's obligations with respect to Company's Protected Health Information. The safeguards will be designed to preserve the integrity and confidentiality of, and to prevent intentional or unintentional non-permitted use or disclosure of, Company's Protected Health Information.

5.5 Subcontractors and Agents. Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this Contract or in writing by Company to disclose Company's Protected Health Information, to provide reasonable assurance, evidenced by written contract, that such subcontractor or agent will comply with the same privacy and security obligations with respect to Company's Protected Health Information that are applicable to Business Associate under this Contract.

5.6 Individual Rights

A. Access - Business Associate will, within 15 days following Company's request, make available to Company or, at Company's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies Company's Protected Health Information about the individual that is in Business Associate's custody or control, so that Company may meet its access obligations under 45 C.F.R. § 164.524.

- 1. Amendment.** Business Associate will, upon receipt of written notice from Company, promptly amend or permit Company access to amend any portion of Company's Protected Health Information, so that Company may meet its amendment obligations under 45 C.F.R. § 164.526.
- 2. Disclosure Accounting.** So that Company may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:

B. Disclosures Subject to Accounting. Business Associate will record the information specified in Section 5.6D below ("Disclosure Information") for each disclosure of Company's Protected Health Information, not excepted from disclosure accounting as specified in Section 5.6C below, that Business Associate makes to Company or to a third party.

C. Disclosures Not Subject to Accounting. Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Company's Protected Health Information:

1. That occurred before April 14, 2003;
2. For Treatment, Payment or Health Care Operations activities;
3. To an individual who is the subject of Company's Protected Health Information disclosed, or to that individual's personal representative;
4. Pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of Company's Protected Health Information disclosed, or by that individual's personal representative;
5. For notification of and to persons involved in the health care or payment related to the health care of an individual who is the subject of Company's Protected Health Information disclosed and for disaster relief;
6. To law enforcement officials or correctional institutions in accordance with 45 C.F.R. § 164.512(k)(5);
7. For national security or intelligence purposes in accordance with 45 C.F.R. § 164.512(k)(2);
8. Incident to a use or disclosure that Business Associate is otherwise permitted to make by this Contract; and

9. Otherwise excepted from disclosure accounting as specified in 45 C.F.R. § 164.528.

D. Disclosure Information. With respect to any disclosure by Business Associate of Company's Protected Health Information that is not excepted from disclosure accounting by Section 5.6C above, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

1. **Disclosure Information Generally** - Except for repetitive disclosures of Company's Protected Health Information as specified in Section 5.6D2 below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of Company's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

2. **Disclosure Information for Repetitive Disclosures** - For repetitive disclosures of Company's Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Company), the Disclosure Information that Business Associate must record is either the Disclosure Information specified in Section 5.6D1 above for each accountable disclosure, or (i) the Disclosure Information specified in Section 5.6D1 above for the first of the repetitive accountable disclosures, (ii) the frequency, periodicity, or number of the repetitive accountable disclosures, and (iii) the date of the last of the repetitive accountable disclosures.

E. Availability of Disclosure Information. Business Associate will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to Client within 15 days following Company's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

1. **Restriction Agreements and Confidential Communications.** Business Associate will comply with any agreement that Company makes that either (i) restricts use or disclosure of Company's Protected Health Information pursuant to 45 C.F.R. § 164.522(a), or (ii) requires confidential communication about Company's Protected Health Information pursuant to 45 C.F.R. § 164.522(b).

6. Electronic Communications.

6.1 Security of Protected Health Information. With regard to its use and/or disclosure of electronic protected health information ("EPHI"), as such term is defined by the Security Standards published on February 20, 2003 at 68 Fed. Reg. 8334 et seq. (45 C.F.R. Parts 160, 162 and 164) as hereafter amended ("HIPAA Security Rule"), Business Associate shall:

A. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that Business Associate creates, receives, maintains or transmits on behalf of Morgan-White, LTD.;

B. Ensure that any and all of our subcontractors or agents to whom Business Associate provides EPHI agrees, in writing, to implement reasonable and appropriate safeguards to protect such EPHI; and

C. Report to Morgan-White, LTD. any Security Incident (as defined in 45 CFR Section 164.304) relating to EPHI of which Business Associate becomes aware, in accordance with its standard reporting procedures.

6.2 From and after the compliance date applicable to Morgan-White, LTD. with respect to the Standards for Electronic Transactions and Code Sets promulgated at 45 CFR parts 160 and 162 (EDI Rules), Agent will take all steps necessary and appropriate to ensure that Agent complies with the applicable provisions of the EDI Rules.

7. Breach of Privacy Obligations.

7.1 Reporting. Business Associate will report to Company any use or disclosure of Company's Protected Health Information not permitted by this Contract or in writing by Company. Business Associate will make the report to Company's Privacy Office not more than 30 days after Business Associate learns of such non-permitted use or disclosure. Business Associate's report will at least:

- A. Identify the nature of the non-permitted use or disclosure;
- B. Identify Company's Protected Health Information used or disclosed;
- C. Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
- D. Identify what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures;
- E. Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted use or disclosure; and,
- F. Provide such other information, including a written report, as Company may reasonably request.

7.2 Termination of Contract.

- A. **Right to Terminate for Breach.** Company may terminate Contract if it determines, in its sole discretion, that Business Associate has breached any provision of this Contract and upon written notice to Business Associate of the breach, Business Associate fails to cure the breach within 30 days after receipt of the notice. Company may exercise this right to terminate Contract by providing Business Associate written notice of termination, stating the failure to cure the breach of the Contract that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in Company's notice of termination.
- B. **Right to Terminate on Regulation Change.** Either Company or Business Associate may terminate Contract if amendment or addition to 45 C.F.R. Parts 160-64 affects the obligations under this Contract of the party exercising the right of termination. The party so affected may terminate Contract by giving the other party written notice of such termination at least 90 days before the compliance date of such amendment or addition to 45 C.F.R. Parts 160-64.

7.3 Obligations upon Termination.

- A. **Return or Destruction of Company's Protected Health Information as Feasible.** Upon termination or other conclusion of Contract, Business Associate will, if feasible, return to Company or destroy all of Company's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Company's Protected Health Information. Business Associate will require any subcontractor or agent, to which Business Associate has disclosed Company's Protected Health Information as permitted by Section 5.5, if feasible, return to Business Associate (so that it may be returned to Company) or destroy all of Company's Protected Health Information in whatever form or medium received from Business Associate, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Company's Protected Health Information, and certify on oath to Business Associate that all such information has been returned or destroyed. Business Associate will complete these obligations as promptly as possible, but not later than 30 days following the effective date of the termination or other conclusion of Contract.
- B. **Procedure When Return or Destruction Is Not Feasible.** Business Associate will identify any of Company's Protected Health Information, including any that Business Associate has disclosed to

subcontractors or agents as permitted by Section 5.5, that cannot feasibly be returned to Company or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will, by its written contract with any subcontractor or agent to which Business Associate discloses Company's Protected Health Information as permitted by Section 5.5, require such subcontractor or agent to limit its further use or disclosure of Company's Protected Health Information that such subcontractor or agent cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. Business Associate will complete these obligations as promptly as possible, but not later than 30 days following the effective date of the termination or other conclusion of Contract.

C. Continuing Privacy Obligations. Business Associate's obligation to protect the privacy of Company's Protected Health Information as specified in Contract will be continuous and survive termination or other conclusion of Contract.

D. Other Obligations and Rights. Business Associate's other obligations and rights and Company's obligations and rights upon termination or other conclusion of Contract will be those set out in Section 4 of the Contract.

8. General Privacy Provisions.

8.1 Inspection of Internal Practices, Books, and Records. Business Associate will make its internal practices, books, and records relating to its use and disclosure of Company's Protected Health Information available to Company and to DHHS to determine Company's compliance with 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information."

8.2 Definitions. The terms "Covered Entity," "Standard," and "Transaction" have the meanings set out in 45 C.F.R. § 160.103. The terms "Health Care Operations," "Payment," "Protected Health Information," "Required by Law," "Research," and "Treatment" have the meanings set out in 45 C.F.R. § 164.501. The terms "Limited Data Set" and "Standard Transaction" have the meanings set out in, respectively, 45 C.F.R. § 164.514(e) and 45 C.F.R. § 162.103. The term "use" means, with respect to Protected Health Information, utilization, employment, examination, analysis or application within Business Associate. The terms "disclose" and "disclosure" means, with respect to Protected Health Information, release, transfer, providing access to or divulging to a person or entity not within Business Associate.

8.3 Amendment to Contract. Upon the compliance date of any final regulation or amendment to final regulation promulgated by DHHS that affects Business Associate's use or disclosure of Company's Protected Health Information or Standard Transactions, Contract and this Contract will automatically amend such that the obligations imposed on Business Associate remain in compliance with the final regulation or amendment to final regulation, unless Company or Business Associate elects to terminate Contract in accordance with Section 3(b)(ii).

9. General Contract Provisions

9.1 Amendments. This Contract cannot be changed by any verbal promise or statement by whomsoever made, and no written modification or change will bind the Company unless it is signed by the President, a Vice President, or the Secretary of the Company, and expresses an intention to modify or change this Contract.

9.2 Severability. In the event that any provision of this Contract is deemed to be invalid or unenforceable, it is the intent of the parties that the remainder of this Contract shall remain in full force and effect.

9.3 Gender. Any and all references in this Contract to the masculine gender or him shall be intended to include the feminine gender or her as well as any legal entities not having a gender which execute this Contract.

9.4 Venue and Governing Law. We and you both consent, to the extent permitted by law, to jurisdiction and venue for enforcement of this Agreement in the County of Hinds, Mississippi, and we and you both agree that the law of Mississippi shall apply to the enforcement, construction and interpretation of this Agreement.

9.5 Execution and Effect on Previous Contracts. This Contract supersedes any previous contract[s] between the parties and it is understood and agreed, however, that all obligations of the parties to each other under any such prior contract[s] including debit balances, other debts, liens, right to offset, and the obligation to pay you commissions, still exist and will be combined and merged with similar obligations under this Contract.

9.6 Arbitration. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act, 9 U.S.C. Section 1 et seq. In the event of any dispute between you and the Company (“parties”) or any dispute relating to this agreement or your relationship with Company, such dispute shall be resolved by final and binding arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association, or other Professional Arbitration Association as mutually agreed upon, in effect at the time such arbitration is initiated, in the event that the dispute cannot first be resolved by nonbinding mediation before an agreed-upon mediator. A list of Arbitrators shall be presented to the claimant and respondent from which one will be chosen using the applicable rules. The hearing shall be conducted in the Agent’s place of business, unless both parties consent to a different location. The Arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this agreement, including but not limited to any claim that all or any part of this agreement is void or voidable. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall be permitted to award those remedies that are available under applicable law. The arbitrator’s award shall be enforceable in any court having jurisdiction thereof.

To the extent permissible under the law, and following the Arbitrator’s ruling on the matter, the Company will bear the cost of Arbitration, other than the cost of filing fees, with each Party bearing their own costs and expenses, including attorney’s fees. The Arbitrator’s award in any Arbitration brought pursuant to the provisions of this Agreement shall provide for the prevailing party to recover from the other party the prevailing party’s reasonable attorneys’ fees relating to such action, unless it is determined by the Arbitrator that to do so would be inequitable.

Unless applicable law provides otherwise, the arbitrator’s award will not be subject to review or appeal, except as provided by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, or by the applicable provision of the Mississippi Arbitration Act.

Neither party shall publish the arbitrator’s award, agree to publish the award or arrange for publication of the award. The award shall have no legal effect on the claims of agents who are not party to the arbitration. Neither party may cite the arbitrator’s decision as precedent in any other arbitration, or in any administrative or court proceeding, except in a proceeding to affirm or vacate the arbitrator’s award, or to seek dismissal of the same claims in subsequent litigation.

The arbitration of any claim shall proceed only on an individual basis, even if the claimant sought to assert the claim in a court or in an Arbitration as a class action, private attorney general action, or other representative or collective action. Unless all parties consent, neither agent nor Company may join, consolidate, or otherwise bring claims related to two or more agents in the same arbitration. Also, unless all parties consent, neither agent nor company may pursue a class action, private attorney general action, or other representative or collective action in arbitration. In the event the prohibition against class action and representative actions in Arbitration is deemed unenforceable, the entire arbitration clause shall be voided.

This agreement to arbitrate shall survive the termination of this agreement. It can only be revoked or modified by a writing signed by both parties that specifically states an intent to revoke or modify this arbitration provision. Recognizing that the purpose of this Agreement is to provide for the resolution of disputes through final and binding arbitration, if any term, condition or provision of this procedure is found by a court of competent jurisdiction to be invalid, void or unenforceable in any jurisdiction, such term, condition or provision shall, as to such jurisdiction, be ineffective only to the extent of such invalidity or unenforceability, except as described above with respect to representative actions, without affecting (i) the validity of the remaining provisions of this procedure, which shall remain in full force and effect, and shall in no way be impacted, impaired or invalidated, (ii) the validity or enforceability of such term, condition or provision in any other jurisdiction, or (iii) the overriding objective and intent of this agreement, that any dispute arising out of or relating to the relationship be resolved through final and binding arbitration.

9.7 Product Withdrawal. We and our Authorized Insurer(s) reserve the right, in our sole discretion, without prior notice, to withdraw or modify Products, including but not limited to the premium rates charged and the benefits available, and to change our underwriting practices or guidelines for Products at any time.

9.8 Errors and Omissions. Producing Agent will maintain an Errors and Omissions liability policy, which offers coverage in an amount equal to or greater than \$1,000,000 for each occurrence and \$1,000,000 aggregate.

Failure to comply with the above may result in immediate termination for cause. Your acceptance of this contract will grant the Company the right to correspond with you via email.

Signed by or for the parties hereto this _____ day of _____, 20_____.

_____	MORGAN-WHITE, LTD.
Producing Agent	
_____	_____
Authorized Signature	Signature of MORGAN-WHITE, LTD. Officer
_____	_____
Print Name	Print Name
_____	_____
Title	Title

MORGAN-WHITE, LTD.

Producing Agent Commission Schedule

This Agent Commission Schedule is made to and part of the Producing Agent Contract.

Variable - The agent can select the desired commission on a case-by-case basis.

Fixed - The commission is a fixed % of the premium.

Standard Life and Accident Insurance Company			
<i>Product</i>	<i>Commission Type</i>	<i>1st Year</i>	<i>Renewal</i>
Premium Saver	Variable	0 to 15%	Level
HSA Saver	Variable	0 to 15%	Level
Allied Service Rider	Non-Commissionable		
Med Bridge	Variable	0 to 15%	Level
Group Dental	Variable	8 to 12%	Level
Individual Dental	Fixed	10%	7%
American Medical and Life Insurance Company			
Premium Saver	Variable	0 to 15%	Level
Allied Service Rider	Non-Commissionable		
AmFirst Insurance Company			
Premium Saver	Variable	0 to 15%	Level
HSA Saver	Variable	0 to 15%	Level
Allied Service Rider	Non-Commissionable		
Med Bridge	Variable	0 to 15%	Level
Affordable Medical	Fixed	15%	Level
Group Dental	Fixed	10%	Level
Individual Dental	Fixed	10%	Level
United HealthCare			
Group Dental	Variable	0 to 20%	Level
Delta Dental Insurance Company			
Group Dental	Fixed	10%	Level
Dental for Everyone	Fixed	10%	7%
Careington (Extended) Dental Plans			
Group Dental	Fixed	10%	8%
Individual Dental	Fixed	10%	8%

MORGAN-WHITE, LTD.
Producing Agent Commission Schedule

Spectera, Inc.			
<i>Product</i>	<i>Commission Type</i>	<i>1st Year</i>	<i>Renewal</i>
Group Vision	Fixed	10%	Level
Individual Vision	Fixed	12%	Level
Vision Service Plan (VSP)			
Group Vision	Fixed	10%	Level

Billing and Policy Fees are Non-Commissionable

Authorized Signature

Print Name

Date